

Terms and Conditions

Effective Date: May 10, 2024

These Terms and Conditions (the “Terms”) are an agreement between you (“you”) and Sequitor Partners, LLC (“Company,” “we,” “us,” or “our”), concerning your access to and use of the website at <https://www.kaypartners.co/925plan> (the “Website”) and the career coaching services provided by us (collectively, the “Services”).

Your access and use of our Services is subject to these Terms and all applicable laws. By accessing or using any part of the Services, you accept, without limitation or qualification, these Terms. If you do not agree with all of these Terms, you may not use any portion of the Services, including any portion of the Service and App. If an individual is accessing the Service on behalf of a business entity, by doing so, such individual represents that they have the legal capacity and authority to bind such business entity to the terms and conditions contained in this document. The term “you” shall refer to both the business entity and the individual accessing the Service on behalf of such business entity.

THESE TERMS CONTAIN AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. PLEASE READ THEM CAREFULLY, SINCE THEY AFFECT YOUR LEGAL RIGHTS.

If you have any questions about these Terms, or would like more information about how users with disabilities can access these Terms in an alternative format, please contact us by email at 925@kaypartners.co or call 212-920-4160.

Feedback: If you provide to us any ideas, proposals, suggestions or other materials (“Feedback”), whether related to the Service or otherwise, regardless of the manner or medium in which it is received by Company, you hereby grant to us a non-exclusive, royalty-free, fully compensated, worldwide, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third-party, to reproduce, distribute, analyze and otherwise use such Feedback. Further, you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place Company under any fiduciary or other obligation.

Restrictions: You may not use spiders, robots, data mining techniques, or other automated devices or programs to catalog, download, or otherwise reproduce, store, or distribute content available on the Service. Further, you may not use any such automated means to manipulate the Service, such as automating what are otherwise manual or one-off procedures. You may not take any action to interfere with, or disrupt, the Service or any other user's use of the Service, including, without limitation, via means of overloading, “flooding,” “mailbombing,” or “crashing” the Service, circumventing security or user authentication measures, attempting to exceed the limited authorization and access granted to you under these Terms or using bots or scripts to automate what would otherwise be a manual process. You may not frame portions of the Service within another service. You may not resell use of, or access to, the Service to any third party without our prior written consent.

Proprietary Rights: Company is the owner of or otherwise licensed to use all parts of the Service, including all copy, software, graphics, designs, databases and all copyrights, trademarks, service marks, trade names, logos, and other intellectual property or proprietary

rights contained therein. Some materials on the Service belong to third parties who have authorized Company to display the materials, such as certain third-party licensors. By using the Services, you agree not to copy, distribute, modify, or make derivative works of any materials without the prior written consent of the owner of such materials. Except as expressly set forth in these Terms, no license is granted to you and no rights are conveyed by virtue of accessing or using the Services. All rights not granted under these Terms are reserved by Company.

Gift Card Policy: The following gift card terms and conditions (the “Gift Card Policy”) apply to the purchase, receipt and use of e-gift cards, digital gift cards, physical gift cards, and any other gift cards or gift certificates (all such cards collectively referred to herein as “Cards”) that may be issued by the Company. Your purchase, receipt and use of Cards constitutes your agreement to follow and be bound by this Gift Card Policy. Your continued use of a Card is your acceptance of all then-current terms and conditions. Void where prohibited, taxed or restricted by law.

- **Cards have no expiration date, and you will not be subject to any dormancy fee, transaction fee, or other fees for use or non-use of Cards.** A Card is not a credit card and cannot be used as one. Cards are assigned a fixed monetary value of \$99.00. Cards can be redeemed for coaching services on <https://www.kaypartners.co/925plan>. When a recipient of a Card signs up for a coaching session, the full value of the Card is redeemed, and the recipient is entitled to three (3) coaching sessions for thirty-three (33) minutes each. Except to the extent required by applicable law, any unused Card balance is solely reserved for the recipient’s remaining coaching sessions. Card balances may not be used to purchase other gift cards and cannot be reloaded, resold, or transferred for value. Cards are not redeemable for cash, and Cards may/may not be returned for cash or other refunds, either prior to or subsequent to redemption, except to the extent required by applicable law. Use of Cards for unauthorized advertising, marketing, sweepstakes, or other promotional purposes is strictly prohibited.
- Cards are subject to verification, and any Card that we believe in our sole discretion to have been purchased or obtained fraudulently or through illegal means will be subject to invalidation without refund. The use of Cards in any manner that states or implies that any person, website, business, product, or service is endorsed or sponsored by, or otherwise affiliated with Company is prohibited without prior written approval.
- Company may provide Card purchasers with information about the redemption status of Cards. Your balance will be visible on the checkout page before you place a qualifying order. Cards are subject to verification and are void if not obtained in accordance with these terms and conditions and through legitimate channels. Cards obtained through unauthorized channels (e.g. online auctions) will be considered void.
- **THEFT, DIVERSION, REPRODUCTION, TRANSFER, SALE OR PURCHASE OF ANY GIFT CARD IS PROHIBITED.** COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO CARDS, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT A CARD CODE IS NON-FUNCTIONAL, YOUR SOLE REMEDY, AND OUR SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH CARD, TO THE EXTENT PERMITTED BY APPLICABLE LAW. *THE RISK OF LOSS AND TITLE FOR CARDS PASS TO THE PURCHASER UPON OUR PHYSICAL OR ELECTRONIC TRANSMISSION TO THE RECIPIENT, WHICHEVER IS APPLICABLE.* ANY USE OF CARDS FOR UNAUTHORIZED PURPOSES IS

STRICTLY PROHIBITED. COMPANY IS NOT RESPONSIBLE FOR ANY GIFT CARD THAT IS LOST, STOLEN, DESTROYED OR USED WITHOUT YOUR PERMISSION. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY PUNITIVE, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

No Warranties: WHILE COMPANY USES REASONABLE EFFORTS TO INCLUDE UP-TO-DATE INFORMATION ON THE SERVICES, EXCEPT FOR THE EXPRESS WARRANTIES STATED ON THE SERVICES, COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF INFORMATION ON THE SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, INCLUDING ALL CONTENT MADE AVAILABLE ON OR ACCESSED THROUGH THE SERVICES, IS PROVIDED "AS IS" AND COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE SERVICES. FURTHER, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, COMPANY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVERS THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY SHALL NOT BE LIABLE FOR THE USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN.

IN NO EVENT WILL COMPANY BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, LOST DATA, LOST OPPORTUNITIES, COSTS OF COVER, EXEMPLARY, PUNITIVE, PERSONAL INJURY/WRONGFUL DEATH, SPECIAL, INCIDENTAL, INDIRECT, OR OTHER CONSEQUENTIAL DAMAGES. FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DIRECT DAMAGES EXCEEDING \$100.

Changes: All information posted on the Services is subject to change at any time. In addition, these Terms may be changed at any time, provided that any material modifications will only be applied prospectively. We will make such changes by posting them on the Services. You should check the Services for such changes frequently. Your continued access to the Services after such changes demonstrates your acceptance of those changes.

Indemnification: You agree to indemnify, defend and hold harmless Company, its employees, directors, officers, agents, business partners, affiliates, contractors, distribution partners and representatives from and against any and all claims, demands, liabilities, costs or expenses, including attorney's fees and costs, arising from, or related to: (i) your use of the Services; (ii) any breach by you of any of these Terms; and (iii) any violation of applicable law.

Severability: If any part of these Terms shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms, and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

Waiver; Remedies: The failure of Company to partially or fully exercise any rights or the waiver of Company of any breach of these Terms by you shall not prevent a subsequent exercise of such right by Company or be deemed a waiver by Company of any subsequent breach by you of the same or any other term of these Terms. The rights and remedies of Company under these Terms and any other applicable agreement between you and Company shall be cumulative, and the exercise of any such right or remedy shall not limit Company's right to exercise any other right or remedy.

Governing Law; Dispute Resolution; Arbitration: The laws of the State of New York shall govern these Terms. While we will make reasonable efforts to resolve any disagreements you may have with the Company, if these efforts fail, you agree that all claims, disputes, or controversies against the Company arising out of these Terms or the Services ("Claims") shall be exclusively submitted to binding arbitration (except for matters that may be taken to small claims court), no matter what legal theory they are based on or what remedy (damages, injunctive, or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. The party filing arbitration must submit Claims to the American Arbitration Association and follow its rules and procedures for initiating and pursuing arbitration. Any arbitration hearing that you attend will be held at a place chosen by the American Arbitration Association in the same city as the U.S. District Court closest to your then current residential address, or at some other place to which you and the Company agree in writing, and the arbitrator shall apply New York law consistent with the Federal Arbitration Act. **YOU SHALL NOT BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER USERS OR TO ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** You may obtain copies of the current rules, and forms and instructions for initiating arbitration by contacting the American Arbitration Association at using the contact information noted below.

American Arbitration Association
Website: www.adr.org

A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten (10) years' experience or a retired or former judge, selected in accordance with the rules of the American Arbitration Association. The arbitration will follow the procedures and rules of the American Arbitration Association which are in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with these Terms, in which case these Terms will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect your customer account information and other confidential information if requested to do so by you or us. Each party to the arbitration will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines. The arbitrator's award is final and binding on the parties.

We will not choose to arbitrate any Claim you bring in small claims court. However, if such a Claim is determined by the court to be outside its jurisdiction, the parties agree that the dispute shall then be submitted to arbitration.

Privacy Policy: Use of the Services is also governed by our [Privacy Policy](#), which is incorporated herein by reference. Additionally, you acknowledge and agree that transmissions made over the internet are never completely private or secure and that messages you send to the Service may be intercepted or read by others.

Jurisdiction: Our Services are provided from the United States and all servers that make them available reside in the United States and in certain other jurisdictions. The laws of other countries may differ regarding the access and use of the Services. We make no representations regarding the legality of the Services in any other country and it is your responsibility to ensure that your use complies with all applicable laws outside of the U.S.

Prohibited Users: You represent that you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country; and you are not listed on any U.S. government list of prohibited or restricted parties.

Waiver for California Residents: IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.