

TERMS OF SERVICE

Never Summit, Terms of Service

Effective Date: June 8, 2026

Version: 1.0

These Terms of Service, together with the documents and policies referenced in these Terms, govern your access to and use of Never Summit, including our website, applications, dashboards, profiles, messaging, mentoring, recruiting, payment, university, employer, and related services.

These Terms are a legal agreement between you and Never Summit LLC, a Florida limited liability company (the “Company”), with its principal place of business located in Delray Beach, Florida.

By creating an account, accessing the Platform, clicking to accept these Terms, or using the Platform, you agree to be hereby bound by these Terms. If you use the Platform on behalf of a company, university, school, institution, employer, or other organization, you represent that you have authority to bind that organization to these Terms.

If you do not agree to these Terms, do not create an account or use the Platform.

1. Documents Incorporated Into These Terms. The following documents are incorporated into and form part of these Terms:

1. Privacy Policy.
2. Electronic Communications Consent.
3. Student Data & Profile Sharing Notice.
4. Payment, Subscription, Cancellation & Refund Terms.
5. Mentor Program Terms.
6. Employer / Recruiter Candidate Data Use Terms.
7. University / Institution Terms and Data Processing Terms.
8. Student Import Certification.
9. Content Upload & IP Policy.
10. Any checkout, order form, subscription plan, institutional agreement, statement of work, or written agreement accepted by you or your organization.

If there is a conflict between these Terms and a written agreement signed by the Company, the signed written agreement controls for the specific subject matter covered by that agreement.

2. Definitions

“Platform” means Never Summit [never-summit.com], and any related applications, dashboards, databases, communications, content, tools, or services offered by the Company.

“User” means any person or organization that accesses or uses the Platform.

“Student” means a user who creates or uses an account as a student, candidate, learner, participant, mentee, job seeker, intern applicant, or similar individual.

“Domestic Student” means a Student who indicates or is designated as a U.S. citizen, U.S. national, lawful permanent resident, or other U.S.-based student not using the Platform as an international student.

“International Student” means a Student who indicates or is designated as a non-U.S. citizen, visa holder, exchange visitor, foreign national, or student who may have immigration, visa, sponsorship, CPT, OPT, STEM OPT, or work-authorization considerations.

“Mentor” means a user who provides mentoring, coaching, guidance, office hours, meetings, advice, or related services through the Platform.

“Employer” means any company, recruiter, hiring manager, staffing representative, employer representative, or organization that accesses the Platform to identify, evaluate, contact, recruit, hire, mentor, sponsor, or engage Students.

“University” or “Institution” means any university, college, school, academic program, career center, department, administrator, or institutional partner that uses the Platform.

“Candidate Data” means information relating to a Student or potential candidate, including profile information, contact information, resume, photo, education history, GPA, major, skills, work experience, LinkedIn profile, relocation preference, university affiliation, narrative responses, mentorship activity, work-authorization information, or other information made available through the Platform.

“User Content” means content, files, data, text, photos, videos, resumes, documents, narratives, messages, comments, profile entries, uploaded files, or other materials submitted, uploaded, posted, imported, transmitted, or otherwise provided by a User.

“Institution Student Data” means Student data uploaded, imported, configured, or provided by or on behalf of a University or Institution.

3. Eligibility. You may use the Platform only if you are legally able to enter into a binding agreement and comply with these Terms.

You may not use the Platform if you are under 13 years old. If the Platform is used by Students under 18, such use must be authorized by the applicable parent, legal guardian, school, University, Institution, or other lawful basis as required by applicable law and institutional policy.

If you are using the Platform on behalf of an organization, you represent that:

1. You are authorized to act for that organization.

2. You are authorized to create, configure, administer, or manage the organization's account.
3. You are authorized to provide, access, upload, import, or process information through the Platform.
4. You have authority to accept these Terms and any role-specific terms on behalf of the organization.

4. Account Registration and Security. You agree to provide accurate, current, and complete information when creating or maintaining an account.

You are responsible for maintaining the confidentiality of your login credentials and for all activity under your account. You must promptly notify us at **support@never-summit.com** if you believe your account has been compromised.

You may not share your account, impersonate another person, create accounts using false information, or access the Platform through another user's credentials.

5. Electronic Agreement. You agree that your electronic acceptance of these Terms, use of clickwrap acceptance, account registration, checkbox acknowledgment, typed name, uploaded certification, or other electronic action may constitute your signature and agreement. You consent to receive records and notices electronically as described in our Electronic Communications Consent.

6. Platform Purpose. The Platform is designed to support student career development, mentoring, university engagement, employer recruiting, talent discovery, candidate communications, and related educational or professional activities.

The Platform does not guarantee:

1. Admission to any program.
2. Employment, internship, sponsorship, visa, or work authorization.
3. Mentoring outcomes.
4. Candidate quality.
5. Hiring outcomes.
6. Accuracy of user-submitted information.
7. Availability of any Student, Mentor, Employer, University, or opportunity.

7. Student Terms. Students may create profiles and provide information such as name, email address, phone number, photo, university, major, graduation year, GPA, gender, citizenship or immigration-related information if collected, work authorization, resume, LinkedIn profile, relocation preferences, skills, work experience, career preferences, narrative responses, mentoring requests, media, and other information.

By submitting Student information, you represent that:

1. The information you provide is accurate to the best of your knowledge.

2. You have the right to provide the information.
3. You understand that information may be stored, processed, displayed, searched, and shared as described in these Terms and the Privacy Policy.
4. You understand that your profile, resume, media, and narrative information may be visible to or shared with authorized Universities, Mentors, Employers, recruiters, and Platform administrators depending on your settings, program participation, and Platform functionality.

International Students are responsible for understanding their own visa, CPT, OPT, STEM OPT, work-authorization, sponsorship, and immigration-related requirements. The Platform does not provide legal, immigration, tax, or employment-law advice. Employers are responsible for complying with applicable employment, immigration, verification, sponsorship, anti-discrimination, and hiring laws.

8. Resume, Media, and File Uploads. By uploading a resume, photo, video, portfolio, transcript, writing sample, document, media file, or other content, you represent that you own the content or have all rights, licenses, permissions, and consents necessary to upload and share it through the Platform. Further, by uploading the aforementioned documents and records, you hereby grant the Company a limited, non-exclusive, worldwide, royalty-free license to host, store, copy, process, transmit, display, distribute, and make your User Content available to authorized users as needed to operate, improve, secure, and provide the Platform. You are responsible for ensuring that your uploads do not contain unlawful, infringing, confidential, harmful, misleading, or unauthorized information.

9. Mentor Requests. When a Student submits a mentor request, the Student understands and agrees that the request, profile information, contact information, and relevant Student information may be shared with the Mentor and, where applicable, the Student's University or program administrator.

Students and Mentors agree to communicate respectfully, professionally, and safely. Harassment, threats, discrimination, sexual misconduct, exploitation, abusive behavior, or misuse of mentoring features is prohibited.

10. Mentor Terms. Mentors must comply with the Mentor Program Terms.

Mentors are responsible for the accuracy of their profiles, availability, booking information, credentials, experience, pricing, cancellation rules, and contact information.

By enabling "Accepting New Requests," publishing availability, adding booking links, adding contact fields, or enabling paid sessions, Mentors understand that certain profile, availability, booking, and contact information may become visible to Students, accepted mentees, Universities, or other authorized users.

Mentors are not employees of the Company unless a separate written agreement states otherwise. Mentors are responsible for their own conduct, professional obligations, taxes, licensing requirements, and compliance with applicable law.

11. Employer and Recruiter Terms. Employers and recruiters must comply with the Employer / Recruiter Candidate Data Use Terms. Employers may access Candidate Data only for legitimate recruiting, hiring, internship, career placement, mentorship, professional opportunity, or related talent-development purposes.

Employers may not:

1. Scrape, harvest, crawl, extract, or bulk export Candidate Data.
2. Sell, rent, license, disclose, or redistribute Candidate Data to unauthorized third parties.
3. Use Candidate Data for unrelated advertising, marketing, profiling, lead generation, or data brokerage.
4. Use sensitive data, demographic data, photo, gender, citizenship, immigration status, disability-related information, or other protected information for unlawful screening or discrimination.
5. Contact Students for unrelated commercial solicitations.
6. Use the Platform to avoid or violate employment, immigration, wage, privacy, anti-discrimination, or fair-hiring laws.

Employers are solely responsible for their hiring decisions, recruiting practices, job postings, communications, interviews, employment eligibility verification, sponsorship decisions, and compliance with applicable law.

12. University and Institution Terms. Universities and Institutions must comply with the University / Institution Terms and any applicable institutional agreement.

By creating or administering an institutional account, the University and its authorized users represent that they have authority to:

1. Configure the account.
2. Invite Students, Mentors, Employers, or administrators.
3. Upload or import Student data.
4. Manage Student visibility, access, and program settings.
5. Accept these Terms and data-processing terms.
6. Provide any required notices, consents, or legal basis for data shared with the Platform.

Before uploading or importing Student data, the Institution must complete or accept the Student Import Certification.

The Institution is responsible for determining whether FERPA, institutional policy, contractual obligations, privacy laws, or other student-record rules apply to the Student data it provides to the Platform.

13. Institution Student Data and FERPA-Related Use. To the extent the Company receives Institution Student Data from a University subject to the Family Educational Rights and Privacy Act ("FERPA"), the Company shall access, use, maintain, and process such data solely for the

purpose of providing the services contracted for by the University and only as authorized by the University, applicable agreements, these Terms, and applicable law.

The parties acknowledge and agree that, where applicable, the Company acts as a "school official" under FERPA and performs an institutional service or function for which the University would otherwise use its own employees. The Company shall remain under the direct control of the University with respect to the use and maintenance of Institution Student Data and shall comply with all limitations imposed by FERPA, applicable University policies, and any written instructions provided by the University.

The Company shall not use Institution Student Data for advertising, marketing, data aggregation for unrelated purposes, resale, profiling, commercial exploitation, or any purpose other than providing services to the University. The Company shall not disclose or redisclose Institution Student Data except as authorized by the University, permitted by FERPA, required by law, or otherwise authorized by the applicable student.

The University remains solely responsible for determining whether a disclosure of Institution Student Data to the Company, or through the Platform to an Employer, is authorized under FERPA, applicable law, or valid student consent. The Company makes no representation or warranty regarding the University's legal authority to disclose Institution Student Data and shall be entitled to rely upon the University's authorization and instructions regarding such disclosures.

14. Payment Terms. Paid services may include subscriptions, paid mentor sessions, employer plans, university plans, premium features, or other paid offerings. By purchasing a paid service, you authorize the Company and a third-party payment processor, to charge your selected payment method for the price, fees, taxes, and other amounts disclosed at checkout. Additional payment, subscription, cancellation, and refund rules are provided in the Payment, Subscription, Cancellation & Refund Terms.

15. Subscriptions and Automatic Renewal. If you purchase a subscription, your subscription may continue for the billing period disclosed at checkout and may automatically renew unless canceled before the applicable renewal date. Before purchase, we will disclose the subscription price, billing frequency, renewal terms, cancellation method, and refund policy. For Florida consumers and where Florida law applies, service contracts with automatic-renewal provisions will be disclosed clearly and conspicuously. Where required, we will provide written or electronic renewal notice and allow cancellation in the same manner and by the same means as acceptance.

16. Cancellation and Refunds. Cancellation and refund rights depend on the applicable plan, session, subscription, institutional agreement, or checkout terms. Before canceling a subscription, requesting a refund, or canceling a paid session, the Platform may display the applicable consequences, including whether access ends immediately or at the end of the billing period, whether fees are refundable, whether scheduled sessions are affected, and whether data or features may become unavailable.

17. Acceptable Use. You may not use the Platform to:

1. Violate any law, regulation, contract, intellectual property right, privacy right, or third-party right.
2. Upload unlawful, infringing, misleading, defamatory, obscene, harassing, discriminatory, exploitative, or harmful content.
3. Harass, threaten, abuse, exploit, stalk, discriminate against, or harm any person.
4. Misrepresent your identity, credentials, affiliation, authority, qualifications, job opportunities, or hiring intent.
5. Scrape, crawl, copy, harvest, or bulk export Platform data without written permission.
6. Reverse engineer, interfere with, disrupt, overload, or compromise the Platform.
7. Upload malware, spyware, tracking code, or harmful files.
8. Circumvent access controls, privacy settings, subscription limits, or security features.
9. Use Candidate Data or Student Data for unlawful discrimination or unauthorized profiling.
10. Use the Platform for spam, mass solicitation, deceptive recruiting, pyramid schemes, scams, or fraudulent activity.
11. Collect sensitive personal information from others unless legally permitted and directly related to an authorized Platform purpose.
12. Use the Platform to provide legal, immigration, medical, financial, psychological, or other regulated professional advice unless you are properly licensed and authorized.

18. User Content Ownership. You retain ownership of your User Content, subject to the license granted to the Company in these Terms. We do not claim ownership of resumes, photos, videos, documents, institutional uploads, or Student profile content. However, we need limited rights to host, process, display, transmit, and share User Content to provide the Platform.

19. Platform Intellectual Property Ownership and Restrictions. The Platform, including without limitation all software, source code, object code, algorithms, artificial intelligence models, machine learning outputs, databases, candidate data, student data, designs, layouts, interfaces, workflows, methodologies, trademarks, service marks, logos, trade dress, branding, content, graphics, text, audiovisual materials, documentation, reports, analytics, compilations, and all related intellectual property, proprietary information, trade secrets, and technology (collectively, the "Platform Materials"), are and shall remain the exclusive property of Never Summit LLC and its licensors and are protected by applicable intellectual property, trade secret, unfair competition, and other laws.

Except as expressly authorized by these Terms, no user may copy, reproduce, modify, adapt, translate, distribute, publish, transmit, display, perform, sell, license, sublicense, assign, lease, rent, pledge, transfer, create derivative works from, scrape, harvest, mine, extract, download, cache, index, reverse engineer, decompile, disassemble, circumvent security measures, or otherwise exploit any portion of the Platform or Platform Materials for any purpose.

Without limiting the foregoing, users shall not: (a) use the Platform or any Platform Materials to develop, train, improve, benchmark, validate, or otherwise support any competing product, service, database, recruiting platform, artificial intelligence system, machine learning model, or

similar technology; (b) use any automated means, bots, spiders, crawlers, scripts, scraping tools, data extraction tools, or similar technologies to access or collect information from the Platform; (c) remove, alter, obscure, or bypass any proprietary notices, security features, access controls, or technological protection measures; or (d) access or use the Platform for any unlawful, unauthorized, competitive, or commercial purpose not expressly permitted by Never Summit LLC.

Any unauthorized use of the Platform or Platform Materials shall constitute a material breach of these Terms and may result in immediate suspension or termination of access, in addition to any other remedies available at law or in equity, including injunctive relief, specific performance, recovery of damages, attorneys' fees, and costs.

20. Feedback. If you provide suggestions, ideas, feedback, or recommendations, you grant the Company a perpetual, irrevocable, worldwide, royalty-free license to use that feedback without restriction or compensation.

21. Third-Party Services. The Platform may integrate with third-party services, including payment processors, video platforms, calendar tools, email providers, analytics providers, resume parsers, job boards, authentication providers, cloud hosting providers, or social networks.

Your use of third-party services may be governed by separate terms and privacy policies. The Company is not responsible for third-party services that it does not control, including without limitation, any third-party payment processor, University, or individual utilizing the Platform.

22. Communications. You consent to receive Platform communications electronically, including account notices, service announcements, billing notices, legal notices, policy updates, mentor messages, recruiting messages, university messages, and other transactional communications. You may opt out of marketing emails as required by law, but you may still receive transactional or account-related messages.

23. Privacy and Security. Our Privacy Policy explains how we collect, use, share, retain, and protect personal information.

We use reasonable administrative, technical, and physical safeguards appropriate to the nature of the information we process. No system is perfectly secure, and we cannot guarantee absolute security.

24. Data Accuracy. Users are responsible for the accuracy of information they submit. Universities are responsible for the accuracy and currency of Student data they upload or import. Employers are responsible for the accuracy of job opportunities, recruiting communications, hiring criteria, and company information. Mentors are responsible for the accuracy of profile, availability, booking, pricing, and credential information.

25. Platform Monitoring and Enforcement. We may review, remove, restrict, suspend, or disable access to content, accounts, or features if we believe there has been a violation of these Terms, applicable law, user safety requirements, or Platform integrity requirements.

We may cooperate with law enforcement, regulators, Universities, payment processors, or other parties where legally required or appropriate to protect rights, safety, security, or legal interests.

26. Termination. You may stop using the Platform at any time. You may request account deletion as described in the Privacy Policy.

We may suspend or terminate your access if:

1. You violate these Terms.
2. Your organization's agreement expires or is terminated.
3. We believe your account creates legal, security, safety, or operational risk.
4. Payment is not made when due.
5. Continued access would violate applicable law or third-party rights.

Certain provisions survive termination, including provisions relating to payment obligations, data-use restrictions, intellectual property, confidentiality, disclaimers, limitations of liability, indemnification, dispute resolution, and governing law.

27. No Professional Advice. The Platform may include career, mentoring, recruiting, employer, university, resume, interview, immigration-related, international-student, sponsorship, or educational information. Such information is for general informational purposes only and is not legal, immigration, tax, accounting, financial, medical, psychological, or professional advice.

Students, Employers, Mentors, and Universities are responsible for obtaining professional advice from qualified advisors where appropriate.

28. Disclaimers. The Platform is provided "as is" and "as available." To the maximum extent permitted by law, the Company disclaims all warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, availability, security, and uninterrupted operation. We do not warrant that the Platform will be error-free, secure, uninterrupted, available at all times, or that any content or data will be accurate, complete, or current.

29. Limitation of Liability. To the maximum extent permitted by law, the Company and its officers, directors, employees, contractors, agents, affiliates, licensors, and service providers will not be liable for indirect, incidental, special, consequential, exemplary, punitive, or lost-profit damages, or for lost data, lost opportunities, lost employment, lost revenue, reputational harm, or business interruption, arising out of or relating to the Platform or these Terms.

To the maximum extent permitted by law, our total liability for all claims arising out of or relating to the Platform or these Terms will not exceed the greater of:

1. The amount you paid to the Company for the service giving rise to the claim during the three months before the event giving rise to liability; or
2. One hundred dollars (\$100).

Some jurisdictions do not allow certain limitations, so some limitations may not apply to you.

30. Indemnification. You agree to defend, indemnify, and hold harmless Never Summit LLC, its parents, subsidiaries, affiliates, members, managers, officers, directors, employees, contractors, agents, licensors, service providers, successors, assigns, and representatives (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, causes of action, lawsuits, investigations, audits, regulatory proceedings, fines, penalties, assessments, judgments, settlements, liabilities, damages, losses, costs, and expenses of every kind and nature, including reasonable attorneys' fees, expert fees, forensic investigation costs, remediation expenses, notification costs, compliance expenses, and court costs, arising out of, relating to, or resulting from:

1. Your access to, use of, or inability to use the Platform.
2. Your account, User Content, communications, postings, submissions, imports, exports, uploads, downloads, or activities conducted through the Platform.
3. Your violation of these Terms, any applicable policies, or any agreement entered into through the Platform.
4. Your violation of any applicable federal, state, local, or international law, regulation, rule, ordinance, or governmental requirement.
5. Your violation, infringement, or misappropriation of any intellectual property, privacy, publicity, confidentiality, contractual, employment, or other rights of any third party.
6. Your recruiting, hiring, internship, mentorship, employment, educational, networking, communication, advertising, marketing, or business activities conducted through or in connection with the Platform.
7. Your access to, use of, storage of, transmission of, disclosure of, or handling of Student Data, Candidate Data, Institution Student Data, contact information, educational records, or other personal information.
8. Any unauthorized access, disclosure, publication, sale, transfer, distribution, retention, misuse, exploitation, loss, theft, alteration, destruction, or compromise of any data obtained through the Platform.
9. Any data breach, cybersecurity incident, ransomware event, phishing incident, malware incident, unauthorized access event, or other security failure involving systems under your possession, custody, control, or responsibility.
10. Any allegation that you lacked authority to act on behalf of, bind, represent, register, or otherwise act for an organization, educational institution, employer, or third party.
11. Any negligent act, omission, recklessness, willful misconduct, fraud, misrepresentation, or unlawful conduct by you or any of your employees, officers, agents, contractors, affiliates, representatives, vendors, consultants, or service providers.
12. Any claim brought by a student, candidate, employer, educational institution, governmental authority, regulator, consumer, employee, contractor, or any other third party arising from your use of the Platform or information obtained through the Platform.

Your obligations under this Section shall apply regardless of whether the claim is asserted by a private party, educational institution, governmental authority, regulator, or other third party and shall survive the suspension, termination, or expiration of your account or these Terms. Never Summit LLC reserves the right, at its sole option and expense, to participate in the defense of

any matter subject to indemnification hereunder, and you shall cooperate fully in such defense. You shall not settle any claim affecting an Indemnified Party without Never Summit LLC's prior written consent.

31. Dispute Resolution. These Terms are governed by the laws of the State of Florida, without regard to conflict-of-law rules. Subject to any mandatory arbitration provision inserted by counsel, the parties agree that any lawsuit or court proceeding arising out of or relating to these Terms or the Platform will be brought exclusively in the state or federal courts located in **Palm Beach County, Florida**, and each party consents to personal jurisdiction and venue in those courts.

Any dispute, claim, or controversy arising out of or relating to these Terms or the Platform will be resolved by binding arbitration administered by AAA or JAMS under its applicable rules. Such arbitration shall be binding, unless otherwise agreed upon by the Parties. The arbitration will take place in Palm Beach County, Florida, unless the parties agree, in writing, otherwise. The parties hereby waive the right to a jury trial and agree to bring claims only in an individual capacity, not as a class action or representative proceeding, to the maximum extent permitted by law.

32. Changes to the Platform. We may modify, suspend, discontinue, or restrict any part of the Platform at any time. We are not liable for changes to features, availability, content, data visibility, pricing, or access, except as required by applicable law or a written agreement.

33. Changes to These Terms. We may update these Terms from time to time. If we make material changes, we will provide notice through the Platform, by email, or by other reasonable means. The updated Terms will be effective as of the date stated in the updated version. Continued use of the Platform after the effective date means you accept the updated Terms.

34. Employer Access to Institution Student Data. To the extent Institution Student Data is made available to Employers through the Platform, such access shall occur solely pursuant to the University's authorization, applicable FERPA exceptions, student consent, or other lawful basis for disclosure. Employers acknowledge and agree that Institution Student Data remains subject to all applicable privacy, confidentiality, and data protection requirements and may be used solely for legitimate recruiting, hiring, internship, employment, mentorship, career placement, or other University-authorized purposes.

Employers shall not sell, rent, license, transfer, disclose, publish, distribute, commercially exploit, data mine, aggregate, profile, enrich, or otherwise use Institution Student Data for any purpose unrelated to the specific recruiting or employment opportunity for which such information was provided. Employers shall not use Institution Student Data for mass marketing, targeted advertising, lead generation, solicitation unrelated to employment opportunities, or any other commercial purpose not expressly authorized by the University, the student, or applicable law.

Employers shall implement and maintain commercially reasonable administrative, technical, and physical safeguards to protect Institution Student Data from unauthorized access, disclosure,

alteration, loss, theft, misuse, or destruction. Employers shall immediately notify Never Summit LLC of any actual or suspected unauthorized access, disclosure, security incident, or breach involving Institution Student Data and shall cooperate fully in any investigation, remediation, mitigation, or response efforts.

Employers acknowledge that access to Institution Student Data is a limited, revocable privilege. Never Summit LLC reserves the right, in its sole discretion, to suspend, restrict, or terminate an Employer's access to Institution Student Data immediately upon reasonable belief that the Employer has violated these Terms, applicable law, University requirements, or any privacy, confidentiality, or data protection obligation, without liability to Never Summit LLC.

Nothing in these Terms shall be construed as granting any ownership interest in Institution Student Data. All rights in and to Institution Student Data remain with the applicable student, University, or other lawful owner. Employers shall promptly cease use of and permanently delete Institution Student Data upon request by Never Summit LLC, the applicable University, the applicable student where required by law, or as otherwise required by applicable law.

Employer shall be solely responsible for the acts and omissions of its employees, contractors, agents, affiliates, service providers, and any other persons or entities to whom Employer grants access to Institution Student Data. Employer shall defend, indemnify, and hold harmless Never Summit LLC, its affiliates, members, managers, officers, directors, employees, contractors, agents, successors, and assigns from and against any and all claims, demands, actions, causes of action, investigations, audits, regulatory proceedings, fines, penalties, damages, losses, liabilities, judgments, settlements, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or relating to: (a) Employer's access to, use of, storage of, transmission of, or handling of Institution Student Data; (b) any breach of these Terms; (c) any unauthorized access, disclosure, sale, transfer, publication, distribution, retention, misuse, or exploitation of Institution Student Data; (d) any failure by Employer to maintain appropriate safeguards designed to protect Institution Student Data; (e) any data breach, cybersecurity incident, ransomware event, or compromise involving Institution Student Data while in Employer's possession, custody, control, or accessible systems; or (f) any violation of applicable privacy, data protection, consumer protection, cybersecurity, or employment laws arising from Employer's actions or omissions.

Employer shall promptly reimburse Never Summit LLC for any costs incurred in investigating, responding to, mitigating, remediating, defending, or resolving any claim, incident, breach, or regulatory inquiry arising from Employer's access to or use of Institution Student Data, including attorneys' fees, forensic investigation costs, notification expenses, compliance costs, consulting fees, and other related expenses. The obligations set forth in this Section shall survive the expiration or termination of these Terms.

35. Force Majeure. Never Summit LLC shall not be liable for any delay, interruption, failure in performance, loss of data, or unavailability resulting from causes beyond its reasonable control, including acts of God, natural disasters, pandemics, epidemics, public health emergencies, labor disputes, utility failures, telecommunications failures, internet outages, cyberattacks, denial-of-service attacks, governmental actions, war, terrorism, civil unrest, or failures of third-party service providers.

36. No Waiver. Failure by Never Summit LLC to enforce any provision of these Terms shall not constitute a waiver of that provision or any other provision. Any waiver must be in writing and signed by an authorized representative of Never Summit LLC.

37. Severability. If any provision of these Terms is held invalid, illegal, or unenforceable by a court or arbitrator of competent jurisdiction, the remaining provisions shall remain in full force and effect and shall be construed to effectuate the original intent of the parties to the maximum extent permitted by law.

38. Assignment. You may not assign, transfer, delegate, or sublicense any rights or obligations under these Terms without the prior written consent of Never Summit LLC. Never Summit LLC may assign or transfer these Terms, in whole or in part, without restriction in connection with a merger, acquisition, financing, reorganization, sale of assets, or other corporate transaction.

39. Relationship of the Parties. Nothing in these Terms creates any partnership, joint venture, agency, fiduciary, employment, franchise, representative, or similar relationship between Never Summit LLC and any User. Users act solely on their own behalf and not as agents, employees, or representatives of Never Summit LLC unless expressly agreed in a separate written agreement.

40. Platform Role. Never Summit LLC operates a technology platform that facilitates connections and interactions among Students, Mentors, Employers, recruiters, Universities, and other users. Never Summit LLC is not a party to, and assumes no responsibility for, any employment relationship, internship arrangement, mentorship relationship, sponsorship arrangement, admissions decision, recruiting decision, professional engagement, or other relationship formed between users through the Platform.

41. Survival. Any provision of these Terms that by its nature should survive termination shall survive, including without limitation provisions relating to intellectual property, data-use restrictions, confidentiality, disclaimers, limitation of liability, indemnification, payment obligations, dispute resolution, governing law, and enforcement rights.

42. Contact. Questions about these Terms may be sent via E-Mail to:

Never Summit LLC

Email: support@never-summit.com

Website: never-summit.com