

## Gateway Terms of Service

LAST UPDATED 12/31/2024

This Terms of Service Agreement (these "Terms" or this "Agreement" ) sets forth the terms and conditions upon which Gateway Inc., a Virginia limited liability company, located at 7950 Jones Branch Dr., Floor 8, McLean, VA 22102 (or "Gateway", "we", "us", or "our") offers you, employers (each, an "Employer", "User", "you" or "your"), access to our website located at [app.careergateway.io](https://app.careergateway.io) (including any successor site) (the "Website" or "Site" or "Platform") and Services. By accessing the Website and/or using our onboarding or training content development services (the "Service(s)"), which allow employers to efficiently and effectively train their workforce and align goals and visions across a company or sector within a company, you agree to be bound by these Terms.

Additionally, by accessing the Website or using our Service, you agree to be bound by our Privacy Policy and all applicable laws. In the event of any inconsistency between these Terms and our Privacy Policy, this Agreement shall control. Any reference to the singular in this Agreement includes the plural and vice versa, and reference to a gender includes all other genders. Any reference to a "person" in these Terms includes any individual, firm, association or corporation. If you do not agree to the terms and conditions of this Agreement, do not access or use the Service or Website. This is a legally enforceable contract.

1. Access to the Website/Service. Your access and use of the Website or Service may be interrupted from time to time for any of several reasons, including, without limitation, unanticipated system failures, the malfunction of equipment, periodic updating, maintenance or repair of the Website or other actions beyond the control of we or that we, in its sole discretion, may elect to take. We cannot always foresee or anticipate technical or other difficulties which may result in service interruptions.

2. Intellectual Property and Content Ownership.

a. Ownership of Client Materials. All materials, content, or intellectual property provided by the Recipient to Gateway ("Client Materials") remain the exclusive property of the Recipient. By providing Client Materials, the Recipient warrants that:

i. It owns or has obtained all necessary rights, licenses, and permissions for Client Materials; and

ii. The Client Materials do not infringe upon third-party rights or violate any laws.

Furthermore, the Recipient grants Gateway a perpetual, worldwide, royalty-free license to:

- i. Use Client Materials to develop and deliver Training Content and/or under this Agreement;
- ii. Provide access to the Training Content for the Recipient's authorized users; and
- iii. Train Gateway's AI models to improve services, ensuring compliance with Gateway's Privacy Policy to protect identifying or sensitive data.

b. Ownership of Gateway Proprietary Materials. Gateway retains sole ownership of all proprietary materials, frameworks, methodologies, templates, tools, software, and intellectual property developed or owned by Gateway ("Gateway Proprietary Materials"). This includes the Content Library, instructional design methodologies, and related resources. Gateway grants the Recipient a perpetual, royalty-free, non-transferable license to use these materials internally. This license:

- i. Prohibits modification or derivative works based on Gateway Proprietary Materials for purposes beyond internal use;
- ii. Prohibits resale, sublicensing, or redistribution of Gateway Proprietary Materials; and
- iii. Does not permit the Recipient to claim ownership of Gateway Proprietary Materials.

c. Ownership of Integrated Training Content. Training content developed under this Agreement that integrates Gateway Proprietary Materials with Client Materials ("Integrated Training Content") remains the property of Gateway. Gateway grants the Recipient a perpetual, royalty-free, non-transferable license to use the Integrated Training Content solely for internal business purposes. The Recipient's license:

- i. Prohibits resale, redistribution, or commercialization of Integrated Training Content in competition with Gateway's services; and
- ii. Does not confer ownership rights in the Integrated Training Content.

d. Ownership of Custom Training Content. Training content developed under this Agreement that integrates Gateway's uniquely developed content with Client

Materials ("Custom Training Content") is the property of the Recipient. The Recipient grants Gateway a perpetual, worldwide, royalty-free license to:

- i. Provide access to the Custom Training Content for the Recipient's authorized users; and
- ii. Train Gateway's AI models to improve services, ensuring compliance with Gateway's Privacy Policy to protect identifying or sensitive data.

e. Ownership of Feedback. Gateway retains all rights to feedback provided by the Recipient regarding the Services, including usability, performance, interactivity, bug reports, and test results. The Recipient assigns to Gateway all rights, title, and interest in such feedback.

f. Third Party Claims. The Recipient shall promptly notify Gateway of any third-party claims related to intellectual property rights in the Services or associated materials.

### 3. Copyright and Intellectual Property Protection

a. DMCA Notification. Gateway complies with the provisions of the Digital Millennium Copyright Act (DMCA). Any intellectual property-related complaint should be directed to:

Where's Legal?, P.C.

Attn: Gateway

3110 n St., The Annex

Santa Monica, CA 90405

[info@whereslegal.com](mailto:info@whereslegal.com)

(310) 356-6074

4. Data Collection; Privacy Policy. Our Privacy Policy is incorporated and made part of these Terms. You hereby agree to such Privacy Policy, available at <https://careergateway.io/privacy-policy>, which may be updated from time to time. Your continued use of the Service and the Website signifies your acknowledgment and acceptance of the revised Privacy Policy. Any personal data (for example, your name, address, telephone number or e-mail address) that you transmit to the Service or through the Website will be used by us in accordance with the Privacy Policy. Any other communication or material you transmit to the Service or through the Website, such as

questions, comments, suggestions or the like, will be treated as non-confidential and non-proprietary.

5. Accounts. Our Website or Services may require the registration of an User account. You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. You agree to notify us immediately of any unauthorized use of your account or password, or any other breach of security. You may not use anyone else's account at any time without the express permission and consent of the holder of that account. If you would like to terminate your account, please contact us.

6. Payment.

a. Design and Development Fees. Gateway may charge for Services, including design and development of training or onboarding programs.

b. Per-User Platform Fees. Employers may be charged per-user fees as follows:

i. Payment is due at the start of each billing period upon user account activation.

ii. The User may add or remove users at any time, with adjustments to fees reflected in the subsequent billing cycle.

c. General Payment Terms.

i. All amounts are quoted in United States Dollars (USD).

ii. Payments can be made via QuickBooks invoices provided by Gateway.

iii. If any invoice remains unpaid after 30 days from its due date, interest will accrue on the overdue amount at a rate of 6% per year or the maximum rate permitted by applicable Virginia law, whichever is lower.

iv. In the event of non-payment within 30 days of the due date, Gateway reserves the right to treat such failure as a material breach of this Agreement, and may, at its sole discretion:

1. Suspend or terminate this Agreement; and/or
2. Seek legal remedies for recovery of unpaid amounts.

7. Risk & Refunds. The costs of the service is non-refundable once Gateway has begun providing tailored onboarding or training modules.

8. No Guarantee of Results. Parties agree that nothing in these Terms constitutes, either directly or indirectly, a guarantee of any specific results from the use of Gateway's services. Gateway is a third-party facilitator and service provider that aids in the onboarding and training of Employers' workforce. Gateway is not an employer of its clients, and not an employee or affiliate of Partners engaged with the Website.

9. Ability to Contract; Legal Entity. The Service and the Website are offered and available to Employers who are legally established entities or individuals of legal age to form a

binding contract. By using the Services, Employer represents and warrants that Employer is of legal age or is a legally established entity able to form a binding contract with us and meet all of the foregoing eligibility requirements. If you cannot meet all of these requirements, you must not access or use the Service or the Website. In these Terms, “you”, “user” or “your” means any person or entity using the Service or the Website.

#### 10. Confidentiality.

- a. Definition of Confidential Information. All materials and information disclosed by Disclosing Party to Receiving Party under this Agreement and identified at the time of disclosure as “Confidential” or bearing a similar legend, and all such other information that the Receiving Party reasonably should have known was the confidential information of the Disclosing Party, will be considered “Confidential Information.”
- b. Obligations of Confidentiality. The Receiving Party agrees to maintain the confidentiality of the Confidential Information and will not disclose such information to any third party without the prior written consent of the Disclosing Party. The Receiving Party will use the Confidential Information solely for the internal purposes as contemplated under this Agreement and for no other purpose.
- c. Exclusions. The obligations of confidentiality set forth in this Section will not apply to any information that:
  - i. becomes generally available to the public without any breach of this Agreement by the Receiving Party;
  - ii. is developed independently by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information;
  - iii. is disclosed to the Receiving Party by a third party who is not, to the Receiving Party’s knowledge, under any obligation of confidentiality with respect to such information; or
  - iv. was in the lawful possession of the Receiving Party prior to the disclosure and was not acquired directly or indirectly from the Disclosing Party under an obligation of confidentiality.
- d. Legal and Return Obligations. In the event that the Receiving Party is required by law, regulation, or court order to disclose any of the Disclosing Party’s Confidential Information, the Receiving Party will promptly notify the Disclosing Party in writing and will use its best efforts to limit the disclosure to the minimum amount legally required. Upon the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing such Confidential Information in its possession, including electronic copies and any materials derived from the Confidential Information.

11. Promotional Materials/Statements. Gateway continually strives to ensure the accuracy of all written materials, including, but not limited to, promotional information, catalogs, brochures, handbooks, and advertising. In an effort to do so, however, information included in the materials may change as services evolve and as staff changes. Prior to

relying on any written materials in making the decision to engage Gateway's services, please verify the accuracy of information with Gateway. Please also understand that even if the information was accurate at the time of engagement, the information may change during the course of the Service or during Employer's participation.

12. External Links. Through our Website or Services, you may be offered links to other websites or services operated by parties other than us. The inclusion of any link to such website or service does not imply endorsement by us of those websites or services. We have not reviewed all of the websites or services linked to our Website or Services and are not responsible for the content or accuracy of any off-site pages or any other sites linked to our Website or Services. By accessing any other off-site pages or other websites you do so at your own risk and you are subject to the terms and conditions of any such websites.
13. Indemnification. Employer hereby agrees to indemnify and hold us harmless from any and all damages, costs and expenses (including, without limitation, reasonable attorneys' fees) suffered or incurred by Gateway in connection with any claims that we are required to pay to third parties to the extent such damages, settlement amounts, costs and expenses are attributable to Employer's provision of content by the Employer content through the Service or the Website ("Employer Content"), including any actual or alleged violations of third party intellectual property by such Employer Content.
14. Warranty Disclaimer. UNLESS OTHERWISE EXPLICITLY STATED IN THESE TERMS, WE DISCLAIM ANY AND ALL WARRANTIES RELATING TO THE SERVICE OR ANY OTHER MATTER COVERED BY THESE TERMS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SERVICE OR APP WILL OPERATE WITHOUT INTERRUPTION OR DELAY AND/OR BE ERROR-FREE, OR THAT ALL FAILURES OF THE SERVICE OR APP TO CONFORM TO THE DOCUMENTATION CAN OR WILL BE CORRECTED. WE MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY OF ANY CONTENT PROCESSED BY THE SERVICE OR THE APP.
15. Content Disclaimer. The materials, content, and information provided through our services, including but not limited to Training Content, are intended for educational and informational purposes only. These materials are not intended to serve as legal, professional, or other advice, and should not be relied upon as such. Employers and employees using our services should seek appropriate professional advice tailored to their specific circumstances when necessary. The information, data, and materials provided by the Employer may be incorporated into the Training Content as part of our services. We do not warrant, guarantee, or take responsibility for the accuracy, completeness, or suitability of such information. The Employer is solely responsible for ensuring the data provided is accurate and appropriate for use in the training context.

16. Limitations of Liability. This section intends to limit the liability of Gateway, its subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the “Gateway Entities”). The provision below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to Employers. Nothing in this section is intended to limit any rights Employers may have which may not be lawfully limited.

EMPLOYERS AGREE THAT THE USE OF THE SERVICES OFFERED BY GATEWAY SHALL BE AT EMPLOYERS’ SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE GATEWAY ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) EMPLOYERS’ ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF EMPLOYERS’ TRANSMISSIONS OR CONTENT; OR (v) ERRORS, OMISSIONS, OR INACCURACIES IN THE TRAINING CONTENT.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE GATEWAY ENTITIES EXCEED THE AMOUNT EMPLOYER PAID GATEWAY FOR THE SERVICES GIVING RISE TO THE CLAIM.

THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE GATEWAY ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW.

17. Force Majeure. Gateway’s duties and obligations under these Terms shall be suspended immediately without notice during all periods that the Gateway cannot perform its onboarding and training services for employers’ workforce because of force majeure events including, but not limited to, any fire, act of God, hurricane, war, governmental action, act of terrorism, epidemic, pandemic, or any other event beyond Gateway’s

control. If such an event occurs, the Gateway's duties and obligations in this Agreement will be postponed until such time as the Gateway, in its sole discretion, may safely resume Services. In the event that Gateway cannot resume Services due to an event under this clause, Gateway is under no obligation to refund any portion of the fee's paid.

18. Governing Law. These Terms of Service are governed by the laws of the State of Virginia, without regard to its choice of law provisions. The courts of general jurisdiction located within California will have exclusive jurisdiction over any and all disputes arising out of, relating to or concerning these Terms or in which these Terms is a material fact.
19. Waiver of Jury Trial and Class Actions. BY ENTERING INTO THESE TERMS OF SERVICE, BOTH PARTIES ACKNOWLEDGE AND AGREE TO WAIVE CERTAIN RIGHTS TO LITIGATE DISPUTES IN COURT, TO RECEIVE A JURY TRIAL OR TO PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLAIM ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY. BOTH PARTIES WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT TO PURSUE OR TO PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLAIM ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY.
20. Assignment. Employer may not assign any of its rights or privileges, or delegate any of its duties or obligations hereunder to any third party without our prior written consent. Any purported assignment in contravention of this Section shall be null and void. Subject to the foregoing, these Terms shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.
21. Notices. All notices and other communications hereunder shall be in writing and shall be deemed effective when delivered by hand, facsimile transmission, reputable overnight delivery service, or certified mail (return receipt requested), postage prepaid to: (a) in our case of, to the address set forth on our Website; and (b) in the case of Employer, to the address set forth in its account information.
22. Entire Agreement; Amendment. These Terms constitute the entire agreement between the parties concerning the subject matter hereof and supersedes all prior understandings and agreements between the parties, whether written or oral, regarding the subject matter hereof. These Terms may not be amended, supplemented or otherwise modified by you except by an instrument in writing signed by both parties and attached hereto. We may modify the Terms upon providing written notice to you either via the e-mail registered under your account or by posting such changes through the Website or through our website. Any use of the Website or the Service following any such modification constitutes an acceptance of the modification. If you do not accept any modification, you must immediately cease all usage of the Website.

23. Waivers. A waiver by either party of a breach or violation of any provision of these Terms will not constitute or be construed as a waiver of any subsequent breach or violation of that provision or as a waiver of any breach or violation of any other provision of these Terms.

24. Severability. If any provision of these Terms is held to be unenforceable, it shall be severed and the remaining provisions will remain enforceable. The severed provision will be replaced by an enforceable provision most nearly reflecting the intention of the parties.

25. Contact.

Email: Hanh Linh Ho

Phone: (571) 281-8928

Mail: Gateway, 7950 Jones Branch Dr., Floor 8,  
McLean, VA 22102