

Please read these Terms of Service (collectively with Podia's Privacy Policy located at <https://www.podia.com/privacy>, where applicable, Podia's EU Data Processing Addendum located at <https://www.podia.com/dpa>, the "Terms of Service"), and Kate Walker Training Terms of Service and Return Policy, fully and carefully before using www.podia.com (the "Site") and the services, features, content or applications offered by Podia Labs, Inc. ("Podia", "we", "us" or "our") (together with the Site, the "Services"). These Terms of Service set forth the legally binding terms and conditions for your use of the Site and the Services.

Kate Walker Training LLC Return Policy

We hope our Workshops, Products, Memberships, and E-Goods meet your expectations!

Products

Products are defined as items received via shipping (like a book or a shirt).

There are no refunds on products or e-goods. If a product does not meet your expectations contact us at katewalkertraining.com/support so we can facilitate an exchange. E-good sales are final.

E-Goods (including asynchronous workshops, memberships, and supervisor courses)

E-goods are defined as:

- items that are downloaded after purchase (like paperwork)
- items you consume (use, attend, read, watch) in the moment or stored to watch later at your convenience (like online courses and workshops)
- items whose content is archived, is not happening in real time, and/or was created at an earlier point in time

All sales of products and e-goods are final.

Supervisor Training Courses

Supervisor courses are non-refundable because the material is considered to be 'consumed' as soon as you purchase it.

When you purchase a course you are NOT purchasing a certificate. Rather you are purchasing an opportunity to earn a certificate.

Lack of integrity/cheating/being disrespectful to graders will result in immediate removal from the course and legal action if necessary. Some examples of cheating/lack of integrity are:

- Disputing charges if you are on a payment plan or fail to earn a certificate
- Re-purchasing the course under another email if you failed to earn a certificate
- Plagiarism

Taking a supervisor course does not mean automatic approval as a supervisor. State licensing boards are the ultimate authority and have final say on approval for the supervisor designation.

Texas Supervisor Training

- Your start date is defined as the day you purchase the course (or in the case of a pre-purchased voucher, day 1 is counted from the day the voucher is used).
- You have 90 days from your start date to complete the course in order to be eligible to receive your certificate of completion.
- If you are unable to complete the course within 90 days of your start date, your certificate of completion will indicate that you are ineligible for the LCSW Supervisor designation through Kate Walker Training and no refund will be given [you may petition your licensing board for further clarification].
- Failure to make a payment on a payment plan will result in immediate removal from the course until payment is made. Once account is in good standing participant will regain access to the course. The time lost from the course for non-payment will count against the 90 days.
- Certificate will not be granted until full payment is received.

All other states Supervisor Training

- Your start date is defined as the day you purchase the course
- Failure to make a payment on a payment plan will result in immediate removal from the course until payment is made. Once account is in good standing participant will regain access to the course.
- Certificate will not be granted until full payment is received.

Vouchers

Vouchers are issued to the customer when a payment has already been made or made by another party. The voucher grants you access to your course, product, or membership and allows you to create a profile. Some examples:

- You use Affirm to make your purchase and we issue you a voucher to access your course.
- Your school district makes a bulk purchase of a course and we provide vouchers to that purchaser. The purchaser then has one year to disseminate vouchers to employees who will take the course.

Vouchers will expire one year after issued to purchaser and cannot be renewed or refunded. The only exception to this policy is the Elite course graduate voucher which will be honored for a lifetime following successful course completion.

Regular Memberships and Lifetime Memberships

Memberships can be cancelled at any time. Members have the ability to cancel with one click when logged in to their user profile and do not need to contact support to make this happen. Cancellations will take effect at the next billing date. There are no refunds for early cancellations.

Lifetime Memberships

The Lifetime Access Membership (“Membership”) grants the Member access to certain products, services, or content for the duration of the Member’s life. By purchasing the Membership, the Member agrees to the following terms and conditions:

1. **Scope of Membership:** The Membership provides the Member with access to specific products, services, or content as outlined at the time of purchase. This access is non-transferable and is intended solely for the individual Member.
2. **Non-Transferability:** The Membership is strictly non-transferable. It cannot be sold, assigned, or transferred to any other individual or entity under any circumstances, including in the event of the Member’s death or incapacity.
3. **Death of the Member:** Upon the death of the Member, the Membership shall automatically terminate upon notification. No refunds, credits, or transfers will be provided to the Member’s estate, beneficiaries, or heirs.
4. **Sale or Transfer of the Business:** In the event that the company or business providing the Membership (“Company”) is sold, merged, or otherwise transferred to another entity, the new owner or controlling entity may choose to honor the existing Memberships or may offer alternative options to the Members. However, the Company is under no obligation to continue the Membership in its current form. Members will

be notified of any changes, and the Company will make reasonable efforts to accommodate existing Members.

5. **Termination by the Company:** The Company reserves the right to modify or terminate the Membership at any time for any reason, including but not limited to changes in the law, economic conditions, or the sale or closure of the Company. In the event of termination by the Company, the Member may be offered a prorated refund based on the value of the Membership at the time of termination.
6. **No Guarantees:** The Company does not guarantee the continued availability of any specific products, services, or content provided under the Membership. The Member acknowledges that certain products, services, or content may become unavailable due to circumstances beyond the Company's control.
7. **Limitation of Liability:** The Company shall not be liable for any indirect, incidental, or consequential damages arising from the termination or modification of the Membership. The Company's total liability to the Member shall not exceed the amount paid for the Membership.
8. **Governing Law:** This Disclaimer and the Membership shall be governed by and construed in accordance with the laws of the jurisdiction in which the Company is located, without regard to its conflict of laws principles.

By purchasing or continuing to use the Membership, the Member acknowledges that they have read, understood, and agreed to the terms and conditions set forth in this Disclaimer.

Live Workshops

Live workshops are defined as live events you attend either in person or via webcam.

- The entire fee for any course/event must be paid before the first class day.
- There will be no refunds once the course or webinar begins.
- If you are purchasing a live event/course/workshop for CE credit you must *attend the entire time to be eligible to receive a certificate of completion.
- You may be able to transfer your workshop ticket to a colleague if you cannot attend. Submit a ticket at katewalkertraining.com/support for more info.

*Attendance is defined as remaining in the room where the course is taking place or, remaining on camera if you are attending virtually.

Podia Learning Management Software

1) Acceptance of Terms.

1. By registering for and/or using the Services in any manner, including but not limited to visiting or browsing the Site, you agree to these Terms of Service (including, for clarity, the Privacy Policy and, where applicable, the EU Data Processing Addendum) and all other operating rules, policies and procedures that may be published from time to time on the Site by us, each of which is incorporated by reference and each of which may be updated from time to time without notice to you.

2. Certain of the Services may be subject to additional terms and conditions specified by us from time to time; your use of such Services is subject to those additional terms and conditions, which are incorporated into these Terms of Service by this reference.

3. These Terms of Service apply to all users of the Services, including, without limitation, users who are contributors of content, information, and other materials or services, registered or otherwise.

4. ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND PODIA WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

2) Eligibility. You represent and warrant that you are at least 16 years of age. If you are under age 16, you may not, under any circumstances or for any reason, access or use the Services. We may, in our sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms of Service are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms of Service or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation. Further, the Services are offered only for your use, and not for the use or benefit of any third party. If you are registering with Podia on behalf of an entity or a third party, you represent and warrant that you have full authority to bind that entity to these Terms of Service.

3) Registration. In order to use the Services, you must register for an account on the Services (an "Account"). You must provide accurate and complete information and keep your Account information updated. You shall not: (i) select or use as a username a name of another person with the intent to impersonate that person; (ii) use as a username a name subject to any rights of a person other than you without appropriate authorization; or (iii) use, as a username, a name that is otherwise offensive, vulgar or obscene. You are solely responsible for the activity that occurs on your Account, and for keeping your Account password secure. You may never use another person's user account or registration information for the Services without permission. You must notify us immediately

of any change in your eligibility to use the Services (including any changes to or revocation of any licenses from state authorities), breach of security or unauthorized use of your Account. You should never publish, distribute or post login information for your Account. You shall have the ability to delete your Account, either directly or through a request made to one of our employees or affiliates.

4) Processing of Personal Data Your personal data will be treated in accordance with Podia's Privacy Policy, available at <https://www.podia.com/privacy>. To the extent that you are a controller that provides Podia with personal data of third party data subjects, including without limitation other users of the Services, that is subject to European Union Regulation (EU) No. 2016/679 of 27 April 2016, also known as the General Data Protection Regulation, you agree to the terms contained in Podia's EU Data Processing Addendum, available at <https://www.podia.com/dpa>.

5) Content.

A. Definition. For purposes of these Terms of Service, the term "Content" includes, without limitation, information, data, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services. For the purposes of this Agreement, "Content" also includes all User Content (as defined below).

B. User Content. Podia shall not be responsible for any Content added, created, uploaded, submitted, distributed, or posted to the Services by users (collectively "User Content"), whether publicly posted or privately transmitted. You represent that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. You acknowledge that all Content, including User Content, accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not guarantee that any Content you access on or through the Services is or will continue to be accurate.

C. Notices and Restrictions. The Services may contain Content specifically provided by us, our partners or our users and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Services.

D. Use License. Subject to these Terms of Service, we grant each user of the Services a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for other than purposes of using the Services is expressly prohibited

without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right.

E. Availability of Content. We do not guarantee that any Content will be made available on the Site or through the Services. We reserve the right to, but do not have any obligation to, (i) remove, edit or modify any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have violated these Terms of Service, or for no reason at all and (ii) to remove or block any Content from the Services.

6) Rules of Conduct.

A. As a condition of use, you promise not to use the Services for any purpose that is prohibited by these Terms of Service. You are responsible for all of your activity, and all activity connected to your Account in connection with the Services (including without limitation your communications and collection of data from other users of the Services).

B. You shall not (and shall not permit any third party to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content, including without limitation User Content, on or through the Services that: i. infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity, or violates any law, rule, or regulation (whether domestic, foreign, or international) or contractual duty; ii. violates these Terms of Service; iii. you know is false, misleading, untruthful or inaccurate; iv. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, or is otherwise inappropriate as determined by us in our sole discretion; v. constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming"); vi. contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party; vii. impersonates any person or entity, including any of our employees or representatives; or viii. includes anyone's identification documents or sensitive financial information.

C. You shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on

the Services; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (iv) run any form of auto-responder or “spam” on the Services; (v) use manual or automated software, devices, or other processes to “crawl” or “spider” any page of the Site; (vi) harvest or scrape any Content from the Services; or (vii) otherwise take any action in violation of our guidelines and policies.

D. You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Services, or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.

E. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms of Service, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of us, our users and the public.

7) Third Party Services. The Services may permit you to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Services. When you access third party resources on the Internet, you do so at your own risk. These other resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource.

8) Payments and Billing. **A. Paid Services.** Certain of our Services may be subject to payments now or in the future (the “Paid Services”). Please see <https://www.podia.com/pricing> for a description of the current Paid Services. Please note that any payment terms presented to you in the process of using or signing up for a Paid Service are deemed part of this Agreement.

B. Billing. We use a third-party payment processor (the “Payment Processor”) to bill you through a payment account linked to your Account on the Services (your

“Billing Account”) for use of the Paid Services. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to these Terms of Service. We are not responsible for error by the Payment Processor. By choosing to use Paid Services, you agree to pay us, through the Payment Processor, all charges at the prices then in effect for any use of such Paid Services in accordance with the applicable payment terms and you authorize us, through the Payment Processor, to charge your chosen payment provider (your “Payment Method”). You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

C. Payment Method. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If we, through the Payment Processor, do not receive payment from you, you agree to pay all amounts due on your Billing Account upon demand. **D. Recurring Billing.** Some of the Paid Services may consist of an initial period, for which there is no charge or a one-time or initial charge, followed by recurring period charges as agreed to by you. By choosing a recurring payment plan, you acknowledge that such Services have an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. WE MAY SUBMIT PERIODIC CHARGES (E.G., MONTHLY) WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY US) THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE REASONABLY COULD ACT. TO TERMINATE YOUR AUTHORIZATION OR CHANGE YOUR PAYMENT METHOD, GO TO <https://app.podia.com/account/billing>.

E. Current Information Required. YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY US OR OUR PAYMENT PROCESSOR IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE AT <HTTPS://APP.PODIA.COM/SETTINGS>. IF YOU FAIL TO PROVIDE ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT WE MAY CONTINUE CHARGING YOU FOR ANY USE OF PAID SERVICES UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR PAID SERVICES AS SET FORTH ABOVE.

F. Change in Amount Authorized. If the amount to be charged to your Billing Account varies from the amount you preauthorized (other than due to the imposition or change in the amount of state sales taxes), you have the right to receive, and we shall provide, notice of the amount to be charged and the date of the charge before the scheduled date of the transaction. Any agreement you have with your payment provider will govern your use of your Payment Method. You agree that we may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.

G. Auto-Renewal for Subscription-Based Services. Unless you opt out of auto-renewal, which can be done through your Account settings at <https://app.podia.com/account/billing>, any subscription-based Services you have signed up for will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current non-promotional rate. To change or resign your Subscription Services at any time, go to <https://app.podia.com/account/billing>. If you terminate a subscription-based Service, you may use your subscription until the end of your then-current term; your subscription will not be renewed after your then-current term expires. However, you won't be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period.

H. Reaffirmation of Authorization. Your non-termination or continued use of a Paid Service reaffirms that we are authorized to charge your Payment Method for that Paid Service. We may submit those charges for payment and you will be responsible for such charges. This does not waive our right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially selected to use the Paid Service.

I. Free Trials and Other Promotions. Any free trial or other promotion that provides access to a Paid Service must be used within the specified time of the trial. You must stop using a Paid Service before the end of the trial period in order to avoid being charged for that Paid Service. If you cancel prior to the end of the trial period and are inadvertently charged for a Paid Service, please contact us at hello@podia.com.

9) Warranty and Other Disclaimers. **A.** We have no special relationship with or fiduciary duty to you. You acknowledge that we have no duty to take any action regarding: i. which users gain access to the Services; ii. what Content you access via the Services; or iii. how you may interpret or use the Content.

B. You release us from all liability for you having acquired or not acquired Content through the Services. We make no representations concerning any Content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, or legality of material or Content contained in or accessed through the Services.

C. THE SERVICES AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND

WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE, AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

D. WE DO NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS. IN PARTICULAR, THE OPERATION OF THE SERVICES MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES, AND SUCH FAILURES MAY RESULT IN ERRORS OR DATA LOSS. WE DISCLAIM ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONING, OR BY THE LOSS OF ANY DATA OR INFORMATION YOU PROVIDE TO PODIA. FURTHERMORE, WE DISCLAIM ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE SERVICES DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK, AND FOR ANY OTHER REASON.

11) Indemnification. You shall defend, indemnify, and hold harmless us, our affiliates and each of our and their respective employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Site, the Services, Content, or otherwise from your User Content, your violation of these Terms of Service, or infringement by you, or any third party using your Account or identity in the Services, of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

12) ARBITRATION CLAUSE AND CLASS ACTION WAIVER – IMPORTANT – PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS: A. ARBITRATION; CLASS ACTION WAIVER. YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND PODIA OR ITS OFFICERS, DIRECTORS OR EMPLOYEES IN THEIR CAPACITY AS

SUCH (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH PODIA, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THESE TERMS OF SERVICE, YOUR USE OF THE SERVICES, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION IN ACCORDANCE WITH THE STREAMLINED ARBITRATION RULES AND PROCEDURES OF JAMS, INC. THEN IN EFFECT, AND YOU AND PODIA HEREBY EXPRESSLY WAIVE TRIAL BY JURY; PROVIDED, HOWEVER, THAT TO THE EXTENT THAT YOU HAVE IN ANY MANNER VIOLATED OR THREATENED TO VIOLATE PODIA'S INTELLECTUAL PROPERTY RIGHTS, WE MAY SEEK INJUNCTIVE OR OTHER APPROPRIATE RELIEF IN ANY STATE OR FEDERAL COURT IN THE STATE OF NEW YORK. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND PODIA WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. AS AN ALTERNATIVE, YOU MAY BRING YOUR CLAIM IN YOUR LOCAL "SMALL CLAIMS" COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT'S RULES AND IF WITHIN SUCH COURT'S JURISDICTION, UNLESS SUCH ACTION IS TRANSFERRED, REMOVED OR APPEALED TO A DIFFERENT COURT. YOU MAY BRING CLAIMS ONLY ON YOUR OWN BEHALF. NEITHER YOU NOR PODIA WILL PARTICIPATE IN A CLASS ACTION OR CLASS-WIDE ARBITRATION FOR ANY CLAIMS COVERED BY THIS AGREEMENT TO ARBITRATE. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST PODIA INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if Podia is a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. In the event JAMS, Inc. is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either Podia or you can elect to have the arbitration administered instead by the American Arbitration Association. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. The arbitration shall be conducted in the English language. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Service. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Services or these Terms of Service must be filed within one (1) year after such claim of action arose or be forever banned.

B. 30-Day Opt-Out Period. If you do not wish to be bound by the arbitration and

class-action waiver provisions in this Section 15, you must notify Podia in writing within 30 days of the date that you first accept these Terms of Service (unless a longer period is required by applicable law). Your written notification must be mailed to Podia at the following address: 198 East 7th St., Apt. 8, New York, NY 10009. If you do not notify Podia in accordance with this Section 15(b), you agree to be bound by the arbitration and class-action waiver provisions of these Terms of Service, including such provisions in any Terms of Service revised after the date of your first acceptance. Such notification must include: (i) your name; (ii) your email and mailing addresses and (iii) a statement that you do not wish to resolve disputes with Podia through arbitration. If Podia makes any changes to the Arbitration and Class Action Waiver section of these Terms of Service (other than a change to the address at which we will receive notices of dispute, opt-out notices, or rejections of future changes to the Arbitration and Clause Action Waiver section), you may reject any such change by sending Podia written notice within 30 days of the change to the address set forth in this Section 15(b). This notification affects these Terms of Service only; if you previously entered into other arbitration agreements with Podia or enter into other such agreements in the future, your notification that you are opting out of the arbitration provision in these Terms of Service shall not affect the other arbitration agreements between you and Podia.

C. Severability. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration and Class Action Waiver section will be null and void. This arbitration agreement will survive the termination of your relationship with Podia.

13) Limitation of Liability. IN NO EVENT SHALL WE, NOR OUR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) OF the greater of (A) fees paid to us for the particular Services during the immediately previous three (3) month period or (B) \$500.00.

14) Governing Law and Jurisdiction. These Terms of Service shall be governed by and construed in accordance with the laws of the State of New York, including its conflicts of law rules, and the United States of America. You agree that any dispute arising from or relating to the subject matter of these Terms of Service

shall be governed by the exclusive jurisdiction and venue of the state and Federal courts of New York County, New York.

15) Modification. We reserve the right, in our sole discretion, to modify or replace any of these Terms of Service, or change, suspend, or discontinue the Services (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Site or by sending you notice through the Services, via e-mail or by another appropriate means of electronic communication. We may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. While we will timely provide notice of modifications, it is also your responsibility to check these Terms of Service periodically for changes. Your continued use of the Services following notification of any changes to these Terms of Service constitutes acceptance of those changes, which will apply to your continued use of the Services going forward. Your use of the Services is subject to the Terms of Service in effect at the time of such use.

16) Miscellaneous.

A. Entire Agreement and Severability. These Terms of Service (including, for clarity, the Privacy Policy and, where applicable, the EU Data Processing Addendum) are the entire agreement between you and us with respect to the Services, including use of the Site, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Services. If any provision of these Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Service will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

B. Force Majeure. We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

C. Assignment. These Terms of Service are personal to you, and are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent.

D. Agency. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Service and neither party has any authority of any kind to bind the other in any respect. **E. Notices.** Unless otherwise specified in these Terms of Service, all notices under these Terms of Service will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt

requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Electronic notices should be sent

to hello@podia.com. **F. No Waiver.** Our failure to enforce any part of these Terms of Service shall not constitute a waiver of our right to later enforce that or any other part of these Terms of Service. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms of Service to be binding, we must provide you with written notice of such waiver through one of our authorized representatives. **G. Headings.** The section and paragraph headings in these Terms of Service are for convenience only and shall not affect their interpretation. **Contact:** You may contact us at the following address: PO Box 4668, PMB 96490, New York, NY, 10163

Effective Date of Terms of Service: January 1, 2026