

Terms of Service - Emerge Career

Effective: 01/01/2025

1. ACCEPTANCE OF TERMS

This Terms of Service document ("Terms") constitutes a legally binding agreement between you ("User," "you," or "your") and Ameelio Emerge Public Benefit Corporation ("Emerge Career," "Company," "we," "us," or "our"). By accessing, registering for, or using any of our platforms, programs, or services (collectively, the "Service"), you affirm that you have read, understood, and unconditionally agree to be bound by these Terms.

If you do not agree to these Terms in their entirety, you are not authorized to use the Service and must immediately cease all use. Your continued use of the Service signifies your ongoing acceptance of these Terms and any future modifications.

2. DESCRIPTION OF SERVICES

Emerge Career provides comprehensive workforce development services, including but not limited to career assessment, eligibility screening, coordination of Commercial Driver's License (CDL) training programs, provision of educational materials, job placement assistance, background check coordination, and related support services.

3. USER ELIGIBILITY AND ACCOUNTS

3.1 Account Registration

To use the Service, you must register for an account and warrant that you:

- Are at least 18 years of age and possess the legal capacity to enter into a binding contract.
- Will provide information that is accurate, current, and complete.
- Will maintain the security of your account credentials and accept full responsibility for all activities that occur under your account.

3.2 Program Eligibility

Enrollment and continued participation in any Emerge Career program is contingent upon meeting and maintaining all eligibility criteria, which may include, without limitation:

- Passing comprehensive background checks, motor vehicle record reviews, and drug screenings.
- Possessing valid government-issued identification and any other required documentation.
- Meeting all medical and physical standards mandated by federal, state, or partner requirements.

3.3 Account Termination

We reserve the right, in our sole and absolute discretion, to suspend or terminate your account and bar your access to the Service at any time, for any reason or for no reason, without notice or liability.

4. USER CONDUCT AND RESPONSIBILITIES

You agree to conduct yourself in a professional and lawful manner at all times. The following activities are strictly prohibited:

- Providing false, fraudulent, or misleading information.
- Violating any applicable local, state, or federal law or regulation.
- Infringing on the intellectual property rights of Emerge Career or any third party.
- Engaging in any form of harassment, discrimination, or disruptive behavior.
- Interfering with or disrupting the integrity or performance of the Service.

5. TRAINING PROGRAMS AND EMPLOYMENT

DISCLAIMER

5.1 Program Standards

You must adhere to all academic and performance standards, attendance policies, and codes of conduct established by Emerge Career and its training partners. Failure to do so may result in immediate dismissal from the program, as detailed in Section 10.

5.2 Employment Assistance Disclaimer

Emerge Career provides job placement assistance, but **WE DO NOT AND CANNOT GUARANTEE EMPLOYMENT**. Job offers are at the sole discretion of hiring employers. We make no warranties or representations regarding employment opportunities, job security, or career outcomes.

6. BACKGROUND CHECKS AND SCREENING

By applying for our Service, you provide your explicit and irrevocable consent for Emerge Career and its designated third-party agents to conduct comprehensive and ongoing background investigations. These may include, but are not limited to, criminal history checks, motor vehicle record reviews, employment verification, and drug screenings. An unsatisfactory result, as determined in our sole discretion, may lead to immediate disqualification or termination from the Service.

7. MEDIA RIGHTS AND PROMOTIONAL USE

You grant Emerge Career a perpetual, worldwide, royalty-free, irrevocable license to capture, use, reproduce, and distribute any photograph, video, audio recording, or other media depicting your likeness, voice, or image for any business purpose, including marketing, promotional materials, and training content, without compensation or right of review.

8. DATA PRIVACY AND USAGE

You authorize Emerge Career to collect, process, store, and share your personal information as described in our [Privacy Policy](#). This includes sharing your data with training partners, prospective employers, government agencies, and service providers as necessary to administer the Service and facilitate your career development.

9. INTELLECTUAL PROPERTY

All content, curricula, software, and materials provided through the Service are the exclusive property of Emerge Career or its licensors. You are granted a limited, non-exclusive, non-transferable license to use these materials solely for your personal participation in the program.

10. UNILATERAL RIGHT TO TERMINATE PARTICIPATION

Emerge Career reserves the sole, absolute, and unfettered right to withdraw any User from any training program and terminate their access to the Service at any point in time, for any reason or for no reason whatsoever, without prior notice, cause, or liability.

This right may be exercised at our exclusive discretion based on factors including, but not limited to:

- Failure to maintain academic, attendance, or behavioral standards.
- Unsatisfactory results from a background check or drug screening.

- Concerns regarding safety, professionalism, or program integrity.
- Any violation of these Terms or associated policies.
- Any other reason deemed sufficient by Emerge Career, or for no reason at all.

Your withdrawal or termination is a final decision. **You shall have no right to appeal, review, or any form of recourse or remedy.** Upon termination, you forfeit any right to complete the program, receive a certificate, or obtain any compensation or damages for time invested, lost opportunities, or other expenses.

11. FINANCIAL AGREEMENT AND USER RESPONSIBILITIES

11.1 No Direct Cost for Emerge Career Services

Emerge Career provides its core services—including career assessment, training program coordination, educational content, and job placement assistance—to eligible, participating Users at **no direct monetary cost to you**. The cost of your participation is covered through our partnerships with government entities, philanthropic organizations, and employers.

11.2 User Responsibility for Third-Party Costs

While our services are provided at no direct charge, **you remain solely and exclusively responsible for all third-party fees, costs, and expenses** required for program participation and licensing. Emerge Career is not responsible for these costs. Such costs may include, but are not limited to:

- Department of Motor Vehicles (DMV) fees for permits and licenses.
- Transportation Security Administration (TSA) fees for background checks.
- Costs for required medical examinations or drug screenings.
- Fees for required personal equipment or supplies.
- Any other fees or costs charged by a government agency or third-party vendor.

You acknowledge that you bear sole financial responsibility for all third-party fees. Emerge Career has no duty or obligation to provide reimbursement for any such costs. Any reimbursement that may be offered is entirely gratuitous and will be subject to separate terms and conditions determined by us in our absolute discretion.

12. DISCLAIMER OF WARRANTIES

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

13. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EMERGE CAREER, ITS AFFILIATES, OFFICERS, DIRECTORS, OR EMPLOYEES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, ARISING FROM YOUR USE OF THE SERVICE. OUR TOTAL AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS SHALL NOT EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00).

14. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Emerge Career and its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with (a) your access to or use of the Service; (b) your violation of these Terms; or (c) your violation of any third-party right, including any intellectual property right or right of publicity.

15. DISPUTE RESOLUTION: MANDATORY ARBITRATION AND CLASS ACTION WAIVER

15.1 Governing Law

These Terms shall be governed by the laws of the State of Delaware, without regard to its conflict of law principles.

15.2 Mandatory Arbitration

Any dispute, claim, or controversy arising out of these Terms or the Service shall be resolved exclusively through final and binding arbitration administered by the American Arbitration Association (AAA). **YOU UNDERSTAND THAT BY AGREEING TO THIS PROVISION, YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL.**

15.3 Class Action Waiver

YOU AGREE THAT ALL DISPUTES MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. You expressly waive any right to participate in a class action lawsuit.

16. GENERAL PROVISIONS

- **Modifications:** We reserve the right to modify these Terms at any time. We will provide notice by posting the revised Terms on our platform. Your continued use of the Service after such changes constitutes your acceptance of the new Terms.
- **Entire Agreement:** These Terms constitute the entire agreement between you and

Emerge Career and supersede all prior agreements.

- **Severability:** If any provision of these Terms is found to be unenforceable, the remaining provisions will remain in full force and effect.
- **Survival:** Sections 7, 8, 9, 10, 11, 13, 14, and 15 shall survive the termination of this agreement.

17. CONTACT INFORMATION

For any questions regarding these Terms, please contact:

Ameelio Emerge Public Benefit Corporation

Legal Department

1435 State Street 205, New Haven, CT

Email: support@emergecareer.com

BY CLICKING "I AGREE," REGISTERING AN ACCOUNT, OR USING THE SERVICE IN ANY MANNER, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND VOLUNTARILY AGREE TO BE LEGALLY BOUND BY THIS ENTIRE AGREEMENT.