

BE UNAVOIDABLE

Terms and Conditions

Effective Date: March 25, 2026

Please read these Terms and Conditions carefully before accessing or using the Be Unavoidable platform ("Platform"), operated by Be Unavoidable, LLC ("Company," "we," "us," or "our"). By creating an account or clicking "I Agree" during registration, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree, do not use the Platform.

1. Acceptance of Terms

These Terms and Conditions ("Terms") govern your access to and use of the Platform, including all content, features, AI-powered tools, training modules, and services available at beunavoidable.com. These Terms apply to all users, including beta testers, free trial participants, and paid subscribers.

By registering for an account, you represent that you are at least 18 years of age and have the legal authority to enter into a binding agreement.

2. Description of Services

Be Unavoidable is an AI-powered career resilience platform designed to help professionals navigate career challenges, develop career action plans, and build skills for long-term career sustainability. The Platform currently offers the following features:

- Career Clarity Coaching (CCC) Engine — an AI-powered coaching conversation tool
- Personality Assessment Engine — a psychometric-style career assessment
- Sales Roleplay Engine — an AI-powered roleplay simulation for sales skill development
- Self-Advocacy Roleplay Engine — an AI-powered communication and negotiation practice tool
- Eight (8) training modules covering career resilience skills and strategies

We reserve the right to modify, expand, or discontinue any feature or service at any time with reasonable notice where practicable.

3. User Accounts

3.1 Registration

To access the Platform, you must create an account using a valid email address and password, or via a supported third-party authentication provider (such as Google OAuth). You agree to provide accurate, current, and complete information during registration and to keep your account information up to date.

3.2 Account Security

You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. You agree to notify us immediately at support@beunavoidable.com if you suspect unauthorized access to your account. We are not liable for losses resulting from unauthorized use of your credentials.

3.3 Account Termination

We reserve the right to suspend or terminate your account at our sole discretion if you violate these Terms or engage in any conduct we deem harmful to the Platform, other users, or the Company.

4. Beta Program Participation

During the beta phase of the Platform, certain features may be incomplete, subject to change, or temporarily unavailable. By participating in the beta program, you acknowledge:

- The Platform is provided in an early-access state and may contain bugs or errors
- Features and functionality are subject to change without notice
- Your feedback may be used to improve the Platform
- Beta access does not create any obligation by the Company to offer continued access or any specific features

We appreciate your participation and feedback during this phase.

5. Acceptable Use

You agree to use the Platform only for lawful purposes and in accordance with these Terms. You agree NOT to:

- Use the Platform for any purpose that is illegal, harmful, or fraudulent
- Attempt to gain unauthorized access to any part of the Platform or its infrastructure
- Reverse engineer, decompile, or disassemble any portion of the Platform
- Use automated tools, bots, or scrapers to extract content or data from the Platform
- Impersonate any person or entity or misrepresent your affiliation with any person or entity
- Upload or transmit any content that is defamatory, obscene, or violates the rights of any third party
- Use the Platform to harass, threaten, or harm other users
- Share your account credentials with any third party

We reserve the right to investigate violations and take appropriate action, including suspension or termination of your account.

6. AI-Generated Content and Limitations

6.1 Nature of AI Output

The Platform utilizes artificial intelligence to generate coaching responses, assessment results, roleplay simulations, and other content. You acknowledge and agree that:

- AI-generated content is informational and educational in nature only
- The Platform does not provide professional legal, financial, medical, or psychological advice
- AI-generated coaching conversations are not a substitute for licensed therapy, counseling, or professional career coaching
- Results and recommendations are generated algorithmically and may not reflect your specific circumstances

6.2 No Guarantee of Outcomes

We do not guarantee any specific career outcome, employment result, or personal improvement as a result of using the Platform. Career outcomes depend on many factors outside our control.

6.3 User Responsibility

You are solely responsible for evaluating the appropriateness of any AI-generated content for your individual situation and for any decisions you make based on Platform content.

7. Intellectual Property

7.1 Company Intellectual Property

All content on the Platform, including but not limited to text, graphics, logos, training module content, AI engine architectures, system prompts, coaching frameworks, proprietary methodologies (including Symptom Words, Cost-of-Absence Test, Decision Engine, CCC Engine, and related concepts), and software, is the exclusive property of Be Unavoidable, LLC and is protected by applicable intellectual property laws. Unauthorized reproduction, distribution, or use of any Platform content is strictly prohibited.

7.2 User-Generated Content

Any content, responses, or feedback you submit through the Platform ("User Content") remains your property. However, by submitting User Content, you grant Be Unavoidable, LLC a non-exclusive, royalty-free, worldwide license to use, store, process, and analyze your User Content solely for the purpose of operating and improving the Platform. We will not sell your User Content to third parties.

7.3 Feedback

If you submit suggestions, ideas, or feedback regarding the Platform, you grant us the right to use such feedback without compensation or attribution to you.

8. Payment and Subscription Terms

Certain features of the Platform may require a paid subscription. By enrolling in a paid plan, you agree to the following:

- All fees are stated in U.S. dollars and are due in advance for the applicable subscription period
- Payment is processed through a third-party payment processor (currently Stripe). By providing payment information, you agree to Stripe's terms of service

- Subscription fees are non-refundable except where required by applicable law or as expressly stated at the time of purchase
- We reserve the right to modify pricing with at least thirty (30) days' notice to existing subscribers
- Failure to pay applicable fees may result in suspension or termination of your access to paid features

During the beta period, access may be provided at no charge. Transition to a paid model will be communicated in advance.

9. Privacy

Your use of the Platform is governed by our Privacy Policy, which is incorporated into these Terms by reference. By using the Platform, you consent to our collection, use, and disclosure of your information as described in the Privacy Policy.

10. Third-Party Services

The Platform may integrate with or link to third-party services, including Google (authentication), Stripe (payment processing), and other technology providers. Your use of third-party services is governed by their respective terms of service and privacy policies. We are not responsible for the practices or content of any third-party service.

11. Disclaimers

THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK.

12. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BE UNAVOIDABLE, LLC AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE PLATFORM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY CLAIMS ARISING UNDER THESE TERMS SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNTS YOU HAVE PAID TO US IN THE SIX (6) MONTHS PRECEDING THE CLAIM, OR (B) ONE HUNDRED DOLLARS (\$100).

13. Indemnification

You agree to indemnify, defend, and hold harmless Be Unavoidable, LLC and its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the

Platform; (b) your violation of these Terms; (c) your violation of any third-party rights; or (d) any content you submit through the Platform.

14. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict of law provisions. Any dispute arising out of or related to these Terms or your use of the Platform shall first be attempted to be resolved through good-faith negotiation. If not resolved within thirty (30) days, disputes shall be submitted to binding arbitration in Hennepin County, Minnesota, under the rules of the American Arbitration Association. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction.

YOU AGREE TO RESOLVE DISPUTES ON AN INDIVIDUAL BASIS AND WAIVE ANY RIGHT TO PARTICIPATE IN CLASS ACTION LITIGATION.

15. Modifications to These Terms

We reserve the right to modify these Terms at any time. If we make material changes, we will notify you via email or a prominent notice on the Platform at least fourteen (14) days before the changes take effect. Your continued use of the Platform after the effective date of any changes constitutes your acceptance of the revised Terms.

16. Termination

Either party may terminate your access to the Platform at any time. Upon termination, your right to use the Platform ceases immediately. Provisions of these Terms that by their nature should survive termination (including intellectual property rights, disclaimers, limitations of liability, and governing law) shall survive.

17. Miscellaneous

These Terms, together with the Privacy Policy, constitute the entire agreement between you and Be Unavoidable, LLC regarding your use of the Platform and supersede all prior agreements. If any provision of these Terms is found to be unenforceable, the remaining provisions will continue in full force and effect. Our failure to enforce any right or provision of these Terms does not constitute a waiver of that right or provision.

18. Contact Us

If you have questions about these Terms, please contact us at:

Be Unavoidable, LLC

Email: support@beunavoidable.com

Website: www.beunavoidable.com

Eden Prairie, Minnesota