The CNCT App Inc.

**Terms of Service**

Last Updated: 11-21-2022

BY SUBSCRIBING TO, OR ACCESSING OR USING, THE CNCT APP OR ANY OF OUR OTHER SERVICES, YOU AGREE TO COMPLY WITH THESE TERMS OF SERVICE. IF YOU DO NOT AGREE WITH THESE TERMS OF SERVICE, USER MAY NOT ACCESS THE CNCT APP OR OTHERWISE USE ANY OF OUR SERVICES.

THESE TERMS OF SERVICE CONTAIN AN ARBITRATION PROVISION, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION PROVISION, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS. THESE TERMS OF SERVICE ALSO CONTAIN OTHER LIMITATIONS ON YOU, INCLUDING LIMITATIONS ON OUR LIABILITY, CERTAIN RELEASES OF CLAIMS AND CERTAIN DISCLAIMERS, AND YOU SHOULD READ THESE TERMS CAREFULLY.

1. User’s Acknowledgment and Acceptance of Terms.

1.1 Agreement. The CNCT App Inc., a Delaware corporation (referred to as “CNCT” or “us” or “we” or “Company” or similar terms) provides Users (as defined below) with access to its proprietary CNCT social media and professional networking application and related websites and services (collectively, the “Services”). CNCT provides the Services subject to User’s compliance with all the terms, conditions, policies and notices contained or referenced herein (these “Terms”, “Terms of Service” or this “Agreement”). In addition, when using the Services, Users shall be subject to any posted guidelines, rules or documentation (if any) applicable to such Services that may contain terms and conditions in addition to those in these Terms of Service (e.g. an Authorized Use Policy). All such guidelines, rules or documentation are hereby incorporated by reference into these Terms of Service. BY ACCESSING OR UTILIZING ANY OF THE SERVICES AND/OR REGISTERING WITH US (INCLUDING BY CLICKING “I AGREE” OR “I ACCEPT” OR OTHER SIMILAR ACKNOWLEDGEMENT TO THESE TERMS WHEN PRESENTED TO YOU), YOU SIGNIFY THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE LEGALLY BOUND BY THESE TERMS OF SERVICE INCLUDING OUR [PRIVACY POLICY](https://thecnctapp.com/?page_id=336) WHICH IS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF SERVICE, PLEASE EXIT AND CEASE ALL USE OF OUR SERVICES NOW.

1.2 Effective Date; Right to Modify; Binding Effect of Continued Use. These Terms of Service are effective as of the date that you first visit download/install/access the App or otherwise first access any of our Services (including if you click “I agree” during any registration process). CNCT reserves the right to change these Terms of Service from time to time without notice to Users and any modifications or changes to these Terms of Service shall be effective upon such modification or amendment being posted. The Terms of Service are accessible via the App and the Site and User acknowledges and agrees that it is User’s responsibility to review these Terms of Service periodically and to be aware of any modifications. User’s continued use of the Services after such modifications will constitute User’s acknowledgement of the modified Terms of Service and agreement to abide and be bound by the modified Terms of Service.

1.3 No Corporate Use. Our Services are currently only intended for Users acting in a personal, non-commercial capacity. We will expand the Services in the future to enable use by employers as well as businesses and legal entities acting in a commercial capacity, in which case the terms of a different business-to-business legal agreement would apply. We do not permit Users to enter into these Terms of Service on behalf of a company, employer or other legal entity or business or for otherwise carrying out commercial/business activities. IF YOU ARE ACTING ON BEHALF OF AN EMPLOYER, COMPANY OR OTHER LEGAL ENTITY OR FOR PURPOSES OF CONDUCTING COMMERCIAL/BUSINESS/EMPLOYMENT ACTIVITIES, YOU MAY NOT ACCESS AND USE THE SERVICES. INDIVIDUALS THAT ACCESS OR USE THE SERVICES IN VIOLATION OF THIS SECTION 1.3 SHALL BE FULLY RESPONSIBLE AND LIABLE TO US FOR ALL DAMAGES AND CLAIMS ARISING THEREFROM.

2. Definitions. The following terms shall have the following meanings for purposes of this Agreement. Capitalized terms not defined in this Section are defined elsewhere in the Agreement.

“Affiliates” means the Company’s owners, officers, directors, affiliated companies, suppliers, partners, sponsors, and agents and representatives, and includes (without limitation) all parties involved in creating, producing, and/or delivering any of the Company’s Services (including Apple and Google).

“App” means the software application known as “CNCT App” made available by CNCT that may be downloaded, installed or made otherwise accessible on a User’s computer or mobile device via the Site, desktop application, the Apple App Store or other similar platforms.

"Services" means, collectively, (a) the App; (b) the Site; and (c) any related or additional data, APIs, software, services, technology and/or offerings that Company may provide to you from time-to-time, including without limitation any Premium Features agreed upon by the Parties and also including any support services and related technologies that may be provided by the Company in its sole discretion for facilitating, maintaining and monitoring your use of the foregoing.

“Site” means our [www.thecnctapp.com](http://www.thecnctapp.com) website (and all other CNCT related websites).

“User” or “you” or “your” (and similar terms) means any person that visits, views, uses or accesses any portion of the Services.

“User Content” means any data, information (including user registration information), results, reports, resumes, communications, posts, content, documents, instructions, files, videos, audio files, data files, databases, log files or other materials that a User directly or indirectly (i) uploads, provides, inputs or transmits to the Services, or (ii) otherwise provides or makes available to Company related to the Services.

3. Services.

3.1 Access and Use. Subject to the terms and conditions of these Terms of Service, CNCT grants you a limited, non-exclusive, non-transferable right and license to access and use the Services for your personal use (subject to any particular Premium Features (if any) you are paying for). Without limiting the foregoing, CNCT hereby further grants you a limited, non-exclusive, non-transferable right and license to download, install, access and use the App on your computer and/or mobile device strictly in accordance with these Terms of Service.

3.2 Free Use and Paid Features; Payments. The Services are currently offered free of charge, but we reserve the right to require payment or a subscription in the future. For instance, we might enable additional, advanced or premium features and functionality within the App that will require payment or a subscription from time to time. CNCT may also from time to time elect to charge fees in connection with all or a portion of the Services, or to offer all or a portion of the Services on a subscription basis, or may otherwise elect to restrict portions of the Services or features and functionality within the Services. All such advanced, additional, paid and subscription-based Services are collectively referred to herein as “Premium Features” and payment to CNCT may be required for Users to access and use such Premium Features.

We will notify you of any fees associated with the Services, including any Premium Features, as well as any additional terms and conditions that might apply to such paid or subscription Services, so that you may choose whether to purchase or subscribe therefor. If you desire to purchase or subscribe for paid Services, you agree to pay the rates or fees required by CNCT at such time and a valid credit card may be required for this purpose. If you decline to purchase or subscribe for any Premium Features or other paid Services, you may not have full access to all of the features and functionality of the App and may not have access to all or a portion of the Services (or may lose access to any Services that were free previously but now require payment).

3.3 Data and Information from Third Party Sites. Users may be allowed to link to a Google or Apple account or other third party account or site in order to register on the site (e.g. creating a user account) or to provide, submit or upload User Content or other information to the Services (e.g. Google Accounts, LinkedIn, Facebook, etc.). You expressly acknowledge and agree and grant us all necessary rights and licenses to access your User Content and other information that may be hosted on third party sites, integrate into third party APIs to access and transmit your User Content and other information to our Services, store such User Content and other information and process and use such User Content and information via the Services. You are solely responsible for complying with all third party agreements, terms of service or other applicable legal terms and ensuring that you have the right to transmit User Content and other applicable information to the Services and permit the Services to process the User Content and other information. Without limiting the foregoing, you understand and agree that certain information may be automatically imported after a third party account is initially connected based on the functionality of the integration.

3.4 Limitations. CNCT makes the Services available to Users via the Site and the App. CNCT reserves the sole right to either modify or discontinue all or a portion of the Services, including the Site, the App and any features therein, at any time with or without notice to User. CNCT shall not be liable to User or any third party should CNCT exercise such right. User understands and agrees that temporary interruptions of the Services may occur as normal events. User further understands and agrees that CNCT has no control over third party networks or data streams that User may access in the course of the use of the Services. Therefore, delays and disruption of network transmissions are completely beyond CNCT’s control, as are the accuracy and completeness of information and data received via such third party networks or data streams.

3.5 Equipment and Requirements. User acknowledges that certain portions or features of the Services may not be fully accessible or functional without: (i) a working computer or mobile device; (ii) a working Internet connection; (iii) a user account and/or an access/activation code or payment for Premium Features or any other Services that require payment; and (iv) other system elements, specifications, technology and/or equipment that may be specified by CNCT from time to time. It is User’s responsibility to ensure that User has all required system elements. User understands and agrees that temporary interruptions of the Services may occur as normal events. CNCT may use third party providers to store, manage, and authenticate accounts and content, and to provide the necessary hardware, software, networking, storage, and related technology required to run the Services. We are not responsible for possible issues caused by third party faults or discontinued services. CNCT does not guarantee or warrant that any User Content that you save, store or access through the Services will not be subject to inadvertent damage, corruption, or loss. You are encouraged to backup the files that you store or access on the Services. While we take data security and privacy seriously, you understand and agreed that the technical processing and transmission of the Services, including User Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

3.6 Maintenance. Without limiting any of the other terms and conditions of this Agreement, User acknowledges that CNCT may perform maintenance on the Services from time to time (when and as needed, as determined by CNCT in its sole discretion), which may result in service interruptions, delays, or errors. CNCT will not be liable for any such interruptions, delays, errors or bugs.

3.7 Reservation of Rights. You acknowledge and agree that the Services are provided under license, and not sold, to you. You do not acquire any ownership interest in the Services under these Terms of Service, or any other rights thereto other than to use the Services in accordance with the license granted, and subject to all terms, conditions, and restrictions, under these Terms of Service. CNCT and its licensors and service providers reserve and shall respectively retain their entire right, title, and interest in and to the Services, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in these Terms of Service.

* 1. Public Access. The Services are designed to enable Users to post, send, receive and share User Content and to otherwise interact with and network with other Users. User understands and agrees that User Content that he/she imports to or processes on or via the Services may become publicly available depending on the User’s settings. Users are solely responsible for monitoring what information they might make publicly available and the Company is not responsible or liable for any claims related to any User making any information publicly available. If User disputes or objects to any User Content submitted by another User, User’s sole course of action with respect to such User Content as it relates to Services is to utilize any response or dispute resolution processes that Company may from time to time make available via the Services (if any). The Services permit you to share certain User Content with other Users, and you understand and acknowledge that when you share such User Content, the other User shall have access to that User Content and we have no responsibility or liability for the User Content you choose to share. Please be careful and diligent when choosing to to share User Content and/or otherwise engaging with other Users via the Services.
  2. Employment and Networking Related Features and Activities. The App is designed to facilitate social and professional networking. To this end, the Services include job-related features and functions designed to connect job seekers with potential employers. For instance:
* When registering for the Services you are invited (but not required) to upload a resume to your CNCT profile. Your resume will be visible to other CNCT Users as well as businesses and employers utilizing the Services. You may delete your resume from your CNCT profile at any time if you do not want others to view it.
* The Services include a voluntary “Resume Share Feature” through which CNCT will share resumes with potential third party employers. If you enable the Resume Share Feature, this means we will share your resume with third party employers that we believe may have an interest in your resume. You may deactivate the Resume Share Feature at any time but if it was active, please be aware that your resume may have been shared before your deactivation and may be held by the employer who received it.
* We may also post and share information about potential job opportunities within the App, and may create a job bank that is available to Users.
* We may activate communication and chat features that enable job seekers and employers to directly connect with one another within the App.

The items listed above are just a few of the job-related features and functions that the Services may offer. Please know that resumes are considered User Content and are subject to all of the terms and conditions of these Terms of Service applicable to User Content, including Sections 3.8 and 5.7. We assume no responsibility and disclaim all liability for your resume or job application information. It is your responsibility to review your resume to ensure it contains the right information and is accurate and complete. Resumes will be publicly visible to others via your CNCT profile and therefore may be viewed by other Users, employers or businesses. If you do not want your resume to be viewed by third parties, you must not upload your resume to the Services, and/or must delete any resumes you have already uploaded. You are responsible for your decision to upload your resume to the Services. Additionally, you are also responsible for your election to utilize the Resume Share Feature or to communicate with potential employers. If you do not want CNCT to share your resume with potential employers, please do not activate the Resume Share Feature. Your election to activate the Resume Share Features constitutes your permission and approval for CNCT to share your resume with potential employers.

CNCT assumes no responsibility, and disclaims all liability for the content, accuracy, completeness, legality, reliability, validity, or availability of job ads and postings. If we share information about a job, it does not mean you are or are not qualified for the job or that you should or should not apply for it. These decisions and determinations are made in your sole discretion and are your sole responsibility. Additionally, activating the Resume Share Feature and thereby enabling CNCT to share your resume with potential employers does not guarantee job interviews or hiring. We assume no responsibility, and disclaim all liability related to actual and potential employers and jobs. We make no guarantees that your resume and job-related communications will actually be delivered to, received by, accessed, read or acted upon by an employer. Additionally, once you provide information to a potential employer (whether in the form of a job application, resume, email, inter-App communication, or otherwise), CNCT does not have control over that employer’s use, handling or disclosure of that information. If you want to request for a potential employer to delete, modify, or maintain confidence over any such information, you must communicate that request directly to the employer. CNCT makes no commitments regarding and has no control over the hiring, interviewing or employment practices of any potential employer. We do not screen, review, confirm or validate any job postings or employers. The job-related features and functions included in the Services are offered for convenience purposes only, and we have no obligation to present you with any jobs or to share your resume with any potential employer.

In certain situations, CNCT may work with employers on their staffing needs and review and recommend candidates based on employer needs. In such situations, CNCT may provide employers with resumes that CNCT believes generally fall within the scope of the employer’s job parameters, but will not actively rank, recommend or prioritize specific resumes. CNCT shall not be responsible or liable for any decisions that CNCT makes with regard to which resumes do or do not fall within the scope of the employer’s search requirements and shall have sole and absolute discretion regarding such determinations, subject to applicable law.

* 1. Groups and Channels. You understand that if you subscribe to or join any Groups in the App, you may receive notices, notifications or other content related to such Groups. If you do not want to receive this information, you can remove yourself from such Groups or you can turn off/silence the notification functions of such Groups.
  2. Events. The Services may be used by Users to plan, or provide information regarding, meet-ups, happy hours, coffees, luncheons or other networking events (collectively, “Events”). Some Events may be open to all Users while others may be limited to select participants or by invitation only. Some Events may consist of 1:1 or small group in-person meetings. CNCT has no control over Events and assumes no responsibility for any Events. CNCT does not conduct or require background checks on Users and does not attempt to verify the truth or accuracy of statements made by other Users attending Events or those involved with sponsoring, hosting or participating in Events. Exercise common sense and good judgment when engaging with other Users and when attending and participating in Events. Your decision to participate in and attend an Event is at your own risk only. Without limiting the foregoing, you acknowledge that some Events carry inherent dangers, such as the risk of exposure to Covid-19 or other illness. By participating in any Event, you understand and agree that you have freely chosen to assume these risks. There may be additional terms, policies or conditions related to Events generally or to specific Events and you understand and agree to be bound by all such other terms, policies or conditions. Certain Events may require payments or fees which will be communicated at the time of registration if applicable. Certain third parties may pay CNCT to market, advertise or co-host an Event. Please know that when you RSVP to attend an Event, we may share your User Information with applicable Event hosts, sponsors, organizers and/or participants.

3.12 Interactions With Other Users and Third Parties. You understand and agree that CNCT does not, and cannot, confirm that each User is who they claim to be. We are not responsible for authenticating Users and therefore it is your responsibility to conduct the appropriate due diligence before communicating or interacting with other Users, employers, and any other third party. You assume all risks associated with Users, employers and third parties with whom you come into contact. If you have any disputes or issues with any Users, employers and third parties you agree to pursue any remedies directly with the applicable User, employer and third party.

4. Electronic Contracting and User Notices.

User’s affirmative act of viewing, using, accessing, downloading or installing any portion of the Services (including, without limitation, submitting any forms or communications to CNCT via the Site or the App or clicking “I accept” “I agree” or other similar acknowledgements if presented to you) constitutes User’s electronic signature to these Terms of Service and User’s consent to enter into agreements with CNCT electronically. User also agrees that CNCT may, but has no obligation to, send to User in electronic form any privacy or other notices, disclosures, reports, documents, communications or other records regarding the Services (collectively, “Notices”).  CNCT can send User electronic Notices (i) to the e-mail address that User provided to CNCT (if any), or (ii) by posting the Notice through the the Site and/or the App.  The delivery of any Notice from CNCT is effective when sent or posted by CNCT, regardless of whether User reads or views the Notice when User receives it or whether User actually receives the delivery.  User can withdraw User’s consent to receive Notices electronically by discontinuing User’s use of the Services. User can retrieve an electronic copy of this contract by clicking on the “Terms of Service” link on the App and/or Site.  All contracts completed electronically will be deemed for all legal purposes to be in writing and legally enforceable as a signed writing.

All questions, complaints, claims or other notices to CNCT shall be in writing and shall be made either via email to help@thecnctapp.com, or using any contact functions made available via the App. Any notices or communication under these Terms of Service will be deemed delivered to CNCT on the delivery date.

5. User Requirements & Restrictions.

5.1 Accuracy; Security. User agrees to: (i) provide true, accurate, current and complete information about User as prompted by CNCT’s forms and in any other related document or agreement; (ii) to maintain and update User’s information to keep it true, accurate, current, and complete. User acknowledges that, if any information provided by User is untrue, inaccurate, not current, or incomplete, CNCT reserves the right to terminate User’s use of the Services and withdraw any offer or agreement. You agree to keep your account information, including your login and password, secure and not to share it with any third party. You are solely responsible for the maintaining the security of your account.

5.2 Restrictions. While using Services, you agree that you will not: (i) violate any laws, third party rights or our policies; (ii) use our Services or submit any of our forms if you are not able to form legally binding contracts or are temporarily or indefinitely suspended from using our Services; (iii) manipulate any of the Services, email responses or interfere with any other users use of the Services; (iv) provide false, inaccurate, misleading, defamatory, or libelous information, content or resumes; (v) spoof or create any emails, content, correspondence or other information from us, including fake or fraudulent acceptances or offers; (vi) create any competitive service or feature (or otherwise establish a competitive business) based on, in whole or in part, any of our Services or business ideas, (vii) distribute viruses or any other technologies that may harm Company, or the interests or property of our other users; (viii) copy, modify, or distribute rights or content from or commercialize any of our Services or any information or software provided with such Services; (ix) harvest or otherwise collect information about our users, including email addresses, without their consent; (x) use the Services to gain unauthorized access to CNCT’s network(s) or server(s); (xi) interfere with any User’s use and enjoyment of the Services; (xii) violate the intellectual property rights, including but not limited to, copyrights, trademark rights, trade secrets or patents of any person or entity. This description of prohibited conduct is not intended to be exhaustive, and CNCT has sole discretion to determine what constitutes prohibited conduct for Users. Users who violate system or network security may incur criminal or civil liability.  WITHOUT LIMITING THE FOREGOING, YOU AGREE THAT YOU SHALL NOT REDISTRIBUTE OR TRANSMIT ANY OF THE SERVICES TO ANY THIRD PARTY, INCLUDING OTHERS WITHIN A COMPANY THAT YOU WORK AT.

5.3 Age for Use of the Services. User must be 18 years of age or older to visit or use any of the Services in any manner. By visiting, using or receiving any of the Services or otherwise accepting these Terms of Service, User represents and warrants to CNCT that User is 18 years of age or older, and that User has the right, authority and capacity to agree to and abide by these Terms of Service. User also represents and warrants to CNCT that User will use the Services in a manner consistent with any and all applicable laws and regulations.

5.4 Remote Monitoring. CNCT shall have the right and ability to monitor use of the Services remotely and/or electronically to verify User’s compliance with the terms of this Agreement.

5.5 Telemetry and Remote Collection. User acknowledges and agrees that certain Services, and/or certain Premium Features that may be available via Services, may transmit to CNCT (and CNCT may collect and use) certain data and information related to the Services, including as related to their operation and use.

* 1. Remote Disablement. In the event that User does not pay any fees due for the Services (to the extent applicable), or for the Premium Features, when due or User is otherwise in material breach of the terms of this Agreement, User acknowledges and agrees that CNCT may remotely disable or terminate use of the Services and/or Premium Features.
  2. User Content; Restrictions. CNCT does not have any duty or obligation to investigate the accuracy of User Content or the nature or appropriateness of User Content or other information posted to the Services by a User. By using the Services, the User agrees that it is solely the User’s responsibility to evaluate the User’s risks associated with the use, accuracy, usefulness, completeness, appropriateness or legality of any User Content. Under no circumstances will Company be liable in any way for any User Content including, but not limited to, any User Content that contains, errors, omissions or defamatory statements, or for any loss or damage of any kind incurred as a result of the use of any User Content submitted, accessed, transmitted or otherwise conveyed via the Services or otherwise. The Company is authorized by User to rely upon the truthfulness, completeness and accuracy of the User Content and, depending on settings selected by and controlled by User, to make such User Content (including resumes) available to other Users and potential employers via the Services. The User hereby waives any claims, rights or actions that it may have against Company or any of its Affiliates with respect to any User Content and releases Company and each of its Affiliates from any and all liability for or relating to User Content. Company does not endorse and is not responsible or liable for any User Content posted by any User of the Services. The statements, information, advice and opinions contained in any User Content solely reflect the view of the User that submitted such User Content and do not reflect the opinion of Company or any of its Affiliates. User will only provide resumes and employment-related information to the Services and CNCT that is true, accurate, current and complete.

User shall not submit any User Content to the Services that: (a). is offensive, harmful and/or abusive language, including without limitation: expletives, profanities, obscenities, harassment, vulgarities, sexually explicit language and hate speech (e.g., racist/discriminatory speech.); (b) has no qualitative value as determined by Company in its sole discretion and/or is not responsive to materials submitted by other Users; (c) contains personal attacks; (d) constitutes an advertisement or is commercial in nature or is inappropriate based on the applicable subject matter; (e) violates the standards of good taste or the standards of the Services, as determined by the Company in its sole discretion; (f) is determined by the Company, in its sole discretion, to be illegal, or to violate any federal, state, or local law or regulation or the rights of any other person or entity; (g) is intended to impersonate other Users (including names of other individuals) or to be offensive or inappropriate User names or signatures; (h) in the context of resumes or job applications, is false, inaccurate and/or incomplete; and/or (i) that is encrypted or that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, interfere with, intercept or appropriate any system, data or personal information. User acknowledges and agrees that the Company in its sole discretion may remove without notice any User Content or any portion thereof that the Company believes violates the foregoing or any other applicable Company guidelines or policies or for any other reason. User hereby grants, and represents and warrants that the User has the right to grant, to the Company an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify, and distribute User Content within the Services. No compensation will be paid with respect to User Content submitted to the Services, and the Company is under no obligation to post or use any User Content.

To the extent that you wish us to share your information and resume with potential employers (including where you have uploaded your resume to your User profile), you consent to our sharing your resume, together with any additional information you provide to us. Without limiting anything else in this Agreement, you give us a perpetual, irrevocable, non-exclusive, royalty-free, worldwide license (and right to sub-license), of any rights, including intellectual property rights, in your resume and any additional information you provide to us, to share or otherwise use such resume and additional information as we reasonably require to fulfill the services we provide to you.

6. Data and Privacy.

6.1 Privacy Policy. The information CNCT obtains through User’s use of the Services, including User information, is subject to CNCT’s Privacy Policy, which is specifically incorporated by reference into these Terms of Service.

6.2 User Content. You are responsible for all User Content submitted to the Services and any activity that occurs under your account. You shall be solely responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use your User Content. CNCT shall not be responsible for any data, information or material that you authorize us to retrieve or that you submit to the Services in the course of using the Services or that you authorize us to share with third parties (including via the Resume Share Feature). CNCT does not pre-screen, verify, confirm or otherwise authorize User Content. However, CNCT and its designees have the right (but not the obligation) in their sole discretion to refuse or remove any User Content that is processed by or provided to the Services. We may, but have no obligation to, remove content and accounts containing content that we determine in our sole discretion are illegal, threatening or otherwise objectionable or violates any party's intellectual property or these Terms of Service. We also may from time to time establish additional guidelines or policies applicable to any User Content submitted to the Services, and any such guidelines or policies are hereby incorporated by reference into these Terms of Service. You hereby agree to comply with all such additional guidelines and policies and your access and account may be terminated if you do not comply with such policies or guidelines. We encourage you to keep a back-up copy of any of your User Content. To the extent permitted by law, in no event shall CNCT be liable for the deletion, loss, or unauthorized modification of any User Content.

6.3 License. User hereby grants CNCT a fully paid-up, worldwide, perpetual, non-exclusive, irrevocable, sublicenseable right and license to: (i) access, use, process, display and manipulate, perform, and create derivative works of and otherwise modify and use any User Content and any User systems as necessary to provide, improve and monitor the Services; and (ii) access, use, process, display and manipulate, perform, and create derivative works of and otherwise modify and use User information and User Content for its commercial, business and marketing purposes subject to any provisions in CNCT’s Privacy Policy with respect to Personal Information (if any), including, without limitation, to use User information and User Content for its research and analysis purposes, and for purposes of providing general customer and industry reporting.

6.4 Public Access. You understand and agree that certain information you may import to or process via the Services may become publicly available depending on your settings and whether Premium Feature or other paid Services are enabled. You are solely responsible for monitoring what information you might make publicly available and we are not responsible or liable for any claims related to you making such information publicly available or related to you uploading your resume to your User profile or electing to enable the Resume Share Feature.

7. Termination.

7.1 Term. The initial term of your use rights shall be for the period of time in which you subscribe when you sign up for the Services, and if no specific term is indicated, the term shall last until we or you terminate your account and/or access to the Services.

7.2 Premium Features Term. If you subscribe to any Premium Features, you access to such Premium features shall be for the period you have paid for, generally either on a monthly or yearly basis, which is determined when you sign up for those Premium Features.

7.3 Termination. User agrees that CNCT may at any time, and at CNCT’s sole discretion, terminate User’s access to any portion or all of the Services without prior notice to User for violating this Agreement, including, without limitation, breach of these Terms of Service. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating User’s relationship and may be referred to appropriate law enforcement authorities. In addition, User acknowledges that CNCT will cooperate fully with investigations of violations of systems or network security at other sites. Upon termination or suspension, regardless of the reasons therefore, User’s right to use the Services immediately ceases, and User acknowledges and agrees that CNCT may immediately deactivate or delete User’s account (if applicable) and all related information and files in User’s account and/or bar any further access to such files or the Services. CNCT shall not be liable to User or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by CNCT in connection therewith. Applicable provisions of this Agreement shall survive any termination.

8. Third Party Sites and Information.

The Services may link Users to other sites on the Internet (including, without limitation, third party employer sites) or otherwise include references to or incorporate information, documents, software, materials, content and/or services provided by other parties (“Third Party Materials”). These Third Party Materials may contain information or material that some people may find inappropriate or offensive. These Third Party Materials (and the third parties responsible therefor) are not under CNCT’s control, and User acknowledges that CNCT is not responsible for the accuracy, completeness, validity, copyright compliance, legality, decency, or any other aspect of such Third Party Materials, nor is CNCT responsible for errors or omissions in any references to other parties or their products and services. The inclusion of Third Party Materials, including any reference or link thereto, is provided merely as a convenience and does not imply endorsement of, or association with, the Services, CNCT or CNCT’s Affiliates, or any warranty of any kind, either express or implied. You access and use of all such Third Party Materials entirely at your own risk and subject to such third parties’ terms and conditions.

9. Intellectual Property Information.

9.1 CNCT Ownership. By accepting these Terms of Service, User acknowledges and agrees that the Site, the App and each of the other Services are protected by CNCT’s, its Affiliates’ and their respective licensors’ copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of CNCT and/or its Affiliates and/or their respective licensors. Any unauthorized use of the Services may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties. Neither CNCT nor CNCT’s Affiliates warrant or represent that the Services will not and do not infringe the rights of third parties. Certain of the ideas, software and processes incorporated into or available via the Services may be protected by patent applications pending in, or filed with, the United States, and CNCT may prepare and file additional patent applications in selected foreign jurisdictions.

9.2 Feedback. By submitting feedback and suggestions, you agree to grant and hereby do grant a non-exclusive, perpetual, irrevocable, worldwide and royalty-free license to any intellectual property rights you may have in your feedback and suggestions to CNCT to use to improve CNCT products or services. You acknowledge that submission of feedback and suggestions is voluntarily and CNCT may consider or is developing technology that is the same or similar to your feedback or suggestions.

10. Suspected Copyright Violations. CNCT respects the intellectual property of others, and CNCT asks Users to do the same. If User believes its copyright, trademark or other property rights have been infringed by the Services, User should send notification to CNCT, via the contact information described herein, immediately. To be effective, the notification must include: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) information reasonably sufficient to permit CNCT to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted; (iii) identification of the material that is claimed to be infringing or to be subject to infringing activity and that is to be removed and information reasonably sufficient to permit CNCT to locate the materials; (iv) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and (v) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringing.

11. Disclaimer of Warranties.

THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CNCT AND ITS AFFILIATES MAKE NO WARRANTY THAT (A) THE SERVICES WILL MEET USER’S REQUIREMENTS, (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR RESULTS OF THE SERVICE WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY USER FROM THE SERVICES FROM CNCT OR CNCT’S AFFILIATES WILL MEET USER’S EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS, OR WILL BE PROVIDED IN A TIMELY MANNER. THE USE OF THE SERVICES IS DONE AT USER’S OWN DISCRETION AND RISK AND WITH USER’S AGREEMENT THAT USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING THEREFROM, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE TO USER’S COMPUTER SYSTEM(S) OR NETWORK(S) OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO USER. CNCT ALSO MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO, AND DISCLAIMS ALL RESPONSIBILITY FOR (I) THE ACCURACY, COMPLETENESS OR RELIABILITY OF INFORMATION PROVIDED VIA THE SERVICES, INCLUDING AS RELATED TO ANY POTENTIAL EMPLOYERS OR JOB OPPORTUNITIES; (II) ANY THIRD PARTY JOBS OR EMPLOYERS, AND (III) ANY EVENTS. CNCT MAKES NO GUARANTEES THAT USE OF THE SERVICES (INCLUDING PARTICIPATING IN EVENTS OR UTILIZING THE JOB-RELATED FEATURES AND FUNCTIONS INCLUDED IN THE SERVICES) WILL RESULT IN ANY PARTICULAR OUTCOME OR HIRING DECISION.

12. Limitation of Liability.

IN NO EVENT SHALL CNCT OR ANY CNCT AFFILIATE BE LIABLE TO USER OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT CNCT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICES, OR ANY WEB SITE REFERENCED OR LINKED TO FROM THE SERVICES. CNCT AND ITS AFFILIATES MAXIMUM LIABILITY UNDER THIS AGREEMENT AND FOR ANY CLAIMS RELATED TO A USER'S USE OR ACCESS TO THE SERVICES SHALL BE THE GREATER OF (I) $100 OR (II) THE AMOUNTS YOU HAVE PAID TO US FOR YOUR USE OF THE SERVICES (INCLUDING PREMIUM FEATURES) IN THE THREE MONTHS PRIOR TO THE CLAIM IN QUESTION. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO USER IN THOSE PARTICULAR JURISDICTIONS. WITHOUT LIMITING THE ABOVE, CNCT SHALL NOT BE LIABLE FOR AND HEREBY EXPRESS DISCLAIMS ANY RESPONSIBILITY FOR ANY CLAIMS OR ACTIONS BY THIRD PARTIES WITH RESPECT TO INFRINGEMENT CLAIMS AND CNCT SHALL NOT INDEMNIFY OR DEFEND USER FOR ANY CLAIMS RECEIVED FROM THIRD PARTIES WITH RESPECT TO ANY INFRINGEMENT OR PATENT MATTERS RELATED TO USER’S USE OF THE SERVICES. CNCT AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR UNAUTHENTICITY OF ANY DATA OR INFORMATION ACCESSED VIA THE SERVICES.

13. Indemnification.

Upon a request by CNCT, User agrees to defend, indemnify, and hold CNCT and each of CNCT’s Affiliates and our and their officers, directors, shareholders, agents, employees, consultants, corporate parent, affiliates, subsidiaries, sponsors, and other third-party partners (collectively, the “CNCT Parties”), harmless from all liabilities, amounts, damages, claims, alleged claims, costs and expenses, including attorney’s fees, that arise from, involve, are related to or otherwise are connected with (i) User’s use or misuse of the Services; (ii) any misrepresentation, fraud or other act or omission that is inconsistent with the requirements of the Services or any agreements entered into between CNCT and User; (iii) any breach of or noncompliance with any provision of these Terms of Service; (iv) any violation of applicable law by User; (vi) any infringement or violation of any intellectual property rights by User (or by User’s actions or omissions, equipment or other property), whether CNCT's rights or those of any other User or other third party; (vii) any User Content that User imports, uploads or otherwise provides to the Service; (viii) any use or reliance of, or any claims in anyway related to, any User Content, (ix) Events or your interactions with or the actions of any employer or potential employer; and (x) any claims from any third parties that may be impacted by, arise from or relate to your use of the Services (including any data or information obtained via the Services), whether authorized or unauthorized. CNCT reserves the right, at CNCT’s own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by User, in which event User will cooperate with CNCT in asserting any available defenses.

14. Release. To the full extent permitted by applicable law, you agree to release the CNCT Parties from claims, suits, allegations, demands, and damages (direct and consequential) (“Claims”), arising out of or in any way connected with any transaction with a third party, your interactions with other Users or employers, or in connection with an Event. The law in some countries and states do not allow this release, so these limits may not apply to you. You acknowledge that some Events may carry inherent dangers, such as the risk of illness, bodily injury, disability, or death. By participating in these Events, you understand and agree that you have freely chosen to assume these risks. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." You waive and relinquish all rights and benefits that you have or may have under any similar provision of statutory or non-statutory law of any other jurisdiction to the fullest extent permitted by law.

15. International Use.

Although the Services may be accessible worldwide, CNCT makes no representation that (i) use of the Services is appropriate or available for use in locations outside the United States, and (ii) use of the Services, or content made available via the Services, is compliant with foreign law. Users who choose to access the Services from other locations do so on their own initiative and are responsible for compliance with local laws and requirements. Any offer for any product, service, and/or information made in connection with the Services is void where prohibited.

16. Law; Venue.

User agrees that the laws of the State of Delaware, without regard to principles of conflict of laws, will govern these Terms of Service and any claim or dispute that has arisen or may arise between User and CNCT, except as otherwise stated in these Terms of Service. All claims under these Terms of Service or related to User’s relationship with the Services shall be brought in Washington, D.C.

17. Arbitration.

17.1 Agreement to Arbitrate. This Section is referred to as the “Arbitration Agreement.” User agrees that any and all disputes or claims that have arisen or may arise between User and CNCT, whether arising out of or relating to this Agreement or in connection with Users use of the Services, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that User may assert individual claims in small claims court, if User’s claims qualify. User agrees that, by agreeing to this Agreement, User and CNCT are each waiving the right to a trial by jury or to participate in a class action. User’s rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. Notwithstanding the foregoing, this Arbitration Agreement shall not preclude either party from pursuing a court action for the sole purpose of obtaining a temporary restraining order or preliminary injunction in circumstances in which such relief is appropriate; provided that any other relief shall be pursued through an arbitration proceeding pursuant to this Arbitration Agreement.

17.2 Prohibition of Class and Representative Actions and Non-Individualized Relief. User and CNCT agree that each may bring claims against the other only on an individual basis and not as plaintiff or class member in any purported class or representative action or proceeding. Unless both User and CNCT agree otherwise, the arbitrator may not consolidate or join more than one person’s or party’s claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Also, the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party’s individual claim(s).

17.3 Pre-Arbitration Dispute Resolution. CNCT is always interested in resolving disputes amicably and efficiently, and most concerns can be resolved quickly and to the participant’s satisfaction by emailing CNCT’s support team at help@thecnctapp.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to CNCT should be sent to CNCT at david@thecnctapp.com; Attn: Legal (“Notice Address”). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If CNCT and User do not resolve the claim within sixty (60) calendar days after the Notice is received, User or CNCT may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by CNCT or User shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which User or CNCT is entitled.

17.4 Arbitration Procedures. Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association’s (“AAA”) rules and procedures, including the AAA’s Commercial Arbitration Rules (collectively, the “AAA Rules”), as modified by this Arbitration Agreement. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. The arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under this Agreement and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. Unless CNCT and User agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If User’s claim is for $10,000 or less, CNCT agrees that User may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If User’s claim exceeds $10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

17.5 Costs of Arbitration. Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys’ fees will be governed by the AAA Rules.

17.6 Confidentiality. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

17.7 Severability. If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than clause 16.2 above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of clause 16.2 is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of this Agreement will continue to apply.

18. Entire Agreement.

These terms and conditions together with the Privacy Policy constitute the entire agreement and understanding between CNCT and User concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms of Service may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by User and CNCT. To the extent that anything in or associated with the Services is in conflict or inconsistent with these Terms of Service, these Terms of Service shall take precedence.  Notwithstanding the foregoing, any submission or screen on the Site or the App related to pricing or otherwise agreed to by User related to usage limitations or pricing for the Services shall supplement these Terms of Service and apply to the User.

19. Accessing or Downloading the App from iTunes or the Apple App Store.

The following terms apply only to downloads of the App from Apple.  These terms are in addition to all other terms contained in these Terms of Service:

19.1 Acknowledgment. You and CNCT acknowledge and agree that: (i) these Terms of Service represent an agreement between, and is concluded between, you and CNCT only, and not Apple; and (ii) CNCT, not Apple, is solely responsible for the App and the content thereof.  Your use of the App must comply with usage rules for licensed applications contained in the Apple Media Services Terms and Conditions and, to the extent there is a conflict between these Terms of Service, on the one hand, and the usage rules for licensed applications contained in the Apple Media Services Terms and Conditions, on the other hand, the usage rules for licensed applications from the Apple Media Services Terms and Conditions shall apply.

19.2 Scope of License. Without limiting any other terms and conditions of these Terms of Service, the license granted to you hereunder for the App is limited to a non-transferable license to use the App on any Apple-branded products that you own or control and as permitted by the usage rules set forth in the Apple Media Services Terms and Conditions, except that the App may be accessed and used by other accounts associated with you via Family Sharing or volume purchasing.

19.3 Maintenance and Support. CNCT and you acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

19.4 Warranty. As between Apple and CNCT, CNCT is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed by these Terms of Services.In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple may refund the purchase price for the App paid via iTune or the App Store, if any, to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App and, as between CNCT and Apple, any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be the sole responsibility of CNCT.

19.5 Product Claims. You and CNCT acknowledge that as between CNCT and Apple, CNCT (and not Apple) is responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and/or use of the App including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy or similar legislation, in each case to the extent required by these Terms of Service.

19.6 Intellectual Property Rights. You and CNCT acknowledge that, in the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, as between CNCT and Apple, CNCT, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by these Terms of Service.

19.7 Legal Compliance. You represent and warrant that: (i) you are not located in a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. government list of prohibited or restricted parties.

19.8 Third Party Terms of Agreement. Without limiting any other terms of these Terms of Service, you must comply with all applicable third-party terms of agreement when using the App.

19.9 Third Party Beneficiary. You and CNCT acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Service as related to your license of the App, and that, upon your acceptance of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service as related to your license of the App against you as a third party beneficiary thereof.

20. General.

20.1 Assignment. User may not assign User’s rights and obligations under these Terms of Service to any third party, and any purported attempt to do so shall be null and void. CNCT may freely assign CNCT’s rights and obligations under these Terms of Service and transfer, assign or novate these Terms of Service.

20.2 Force Majeure. In addition to any excuse provided by applicable law or under this Agreement, CNCT shall be excused from liability for non-delivery or delay in delivery of the Services arising from any event beyond CNCT’s reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond CNCT’s reasonable control, whether or not similar to those which are enumerated above.

20.3 Enforceability; Severability. If any part of these Terms of Service is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

20.4 No Waiver. Any failure by CNCT to enforce or exercise any provision of these Terms of Service or related rights shall not constitute a waiver of that right or provision or a waiver of CNCT’s right to enforce or exercise any such provision of these Terms of Service in the future.

20.5 Intended Beneficiaries. These Terms of Service are strictly between CNCT and User. There are no intended third party beneficiaries of these Terms of Service.

20.6 Government Sales. If User is a branch or agency of the United States Government or a contractor thereto, the following provision applies. As defined in FAR section 2.101, the Services and related documentation are “commercial items” and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of these Terms of Service and will be prohibited except to the extent expressly permitted by the terms of these Terms of Service.

20.7 Use of Words. The term “including” as used in these Terms of Service shall mean “including, without limitation,” unless the context otherwise requires.

20.8 Contact Information. The name and address, and contact information to which any User questions, complaints or claims with respect to the Services should be directed is as follows:

Attn: David Tennent, The CNCT App Inc., 16192 Coastal highway, Lewes, DE 19958.

With a copy to: David@thecnctapp.com

BY USING, ACCESSING, DOWNLOADING OR INSTALLING ANY OF THE SERVICES AND/OR SUBMITTING ANY INFORMATION OR COMPLETING ANY FORMS VIA THE SERVICES (OR BY CLICKING “I AGREE” OR “I ACCEPT” OR OTHER SIMILAR ACKNOWLEDGEMENT TO THESE TERMS IF PRESENTED TO YOU), USER AGREES TO BE BOUND BY THESE TERMS OF SERVICE. IF USER DOES NOT WISH TO BE BOUND BY THE THESE TERMS OF SERVICE, PLEASE EXIT THE SITE AND/OR THE APP NOW AND CEASE ALL FURTHER USE THEREOF AND OF ANY RELATED SERVICES.