

Updated: April 21, 2025

COPANYON TERMS OF SERVICE

Please read these Terms of Service (hereinafter - the “**Terms**”) carefully before using the Copanyon Platform and/or Services (as defined below). If you do not accept these Terms in their entirety, including the agreement to arbitrate on an individual basis any claims between you and Copanyon LLC. (referred to as “**Copanyon**”, “**we**”, and “**us**”), a limited liability company registered and organized under the laws of the state of Delaware, you must not access or use the Copanyon Platform.

1. GENERAL INFORMATION

1.1. Terms of Service

These Terms govern your access to and use of the Copanyon Platform, which includes the website located at www.Copanyon.com, its sub-domains (collectively, the “**Website**”), related mobile applications, and associated software (collectively, the “**Copanyon Platform**”).

By using the Services, you agree to be bound by these Terms, as well as any additional rules or policies published on the Website or otherwise provided by Copanyon.

By creating an account on the Copanyon Platform, you enter into a legally binding agreement with Copanyon, effective immediately, and confirm your unconditional acceptance of these Terms.

In addition to these Terms, your use of the Copanyon Platform is also governed by the Refund and Payment Policy, Privacy Policy, Cookies Policy, and any service-specific terms available in the Legal Center. These are all legally binding agreements that define the relationship between Copanyon and any User (as defined below) or visitor to the Platform. Your personal data will be collected, used, and shared in accordance with the Privacy Policy and Cookies Policy, which may be updated from time to time.

1.2. Copanyon Services

You may access and use the Copanyon Platform as: (i) a registered user seeking online interpersonal and written communication services by using the Copanyon Platform or other tools made available by Copanyon (the “**Patron**”); (ii) a registered user providing online communication and Hosting services via the Copanyon Platform or other tools made available by Copanyon (the “**Host**”); or (iii) a visitor of the Website (“**Visitor**”). A Patron, Host or Visitor are referred to herein collectively and non-specifically as “**User**” or “**Users**”

Throughout these Terms, “**you**” or “**your**” may refer as applicable to the User, Patron, Host, or a visitor accessing or using any of our Services (each the “**User**” or “**Users**”).

Copanyon services include access to the Copanyon Platform for Users and Hosts, to connect for online communication services, facilitation of payments between Users and Hosts, and customer support and related services (the “**Services**”). Copanyon does not provide professional services or any other goods or services. All available Services on the Copanyon Platform are provided according to the specific terms outlined in the Legal Center.

You are responsible for obtaining and paying for any equipment, data and Internet service necessary to access the Services. We may alter, suspend, or discontinue the Copanyon Platform or the Services in whole or in part, at any time and for any reason, without notice. The Copanyon Platform may also become unavailable periodically due to maintenance or malfunction of computer equipment or other reasons. We may provide access to third party services and products from time to time or to our own products or Services. You acknowledge that the Copanyon Platform is evolving and that the form and nature of the Services may change from time to time without notice to you.

1.3. Amendments to these Terms

We reserve the right to amend or modify Terms at any time, by posting a revised version on the Website and by notifying you through the Copanyon Platform, or via the email address associated with you in case of material change hereto. The latest version is published on this page.

We encourage you to check this page regularly. If you do not agree with the amendments to these Terms, you have the right to terminate these Terms by discontinuing your use of the Services and providing a termination notice to Copanyon or deleting your account. Your continued use the Services after an amendment of these Terms constitutes your consent to be bound by the Terms as amended.

2. OBLIGATIONS

2.1. Services Eligibility

Services are exclusively available to individuals who are at least 18 years of age and who possess the legal capacity to enter into binding contracts under applicable law. Individuals between the ages of 14 and 18 may use our Services solely under the supervision and guidance of a parent or legal guardian. The parent or legal guardian shall be fully accountable for all activities and usage of the Services by these individuals at all times.

You agree and confirm that you will not allow any individual younger than the age of 13 to use the Services.

2.2. Verification

Copanyon may request a Host to provide a government-issued ID (passport, driver's license, etc.) and other documents confirming the claimed professional credentials. The Host may be asked to upload a copy of the Host's government-issued ID. As a Host passes the verification procedure, a Copanyon may, in its sole discretion, issue a special badge to the Host's profile. Copanyon expressly disclaims any obligation to conduct background or credential checks

Copanyon does not endorse or make any representations or warranties as to the accuracy, completeness, or reliability of any information provided by the Host during the verification process.

Copanyon cannot confirm that each User is who they claim to be. You, as a User, agree and understand that you assume all risks when using the Services, including without limitation any and all of the risks associated with any online or offline interactions with other Users.

When interacting with other Users, you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other people you do not know. Neither Copanyon nor its affiliates or licensors are responsible for the conduct, whether online or offline, of any User or Host of the Services. Copanyon, its affiliates, and licensors will not be liable for any claim, injury, or damage arising from or in connection with your use of the Services.

2.3. Consumer Reports

Copanyon, in its sole discretion, may utilize third-party consumer reporting agencies that perform, among other things, criminal background checks, sex offender registry checks, motor vehicle records checks, credit checks, and identification verifications (“**Consumer Reports**”). Copanyon does not endorse or make any representations or warranties regarding the reliability of such Consumer reports or the accuracy, timeliness, or completeness of any information in the Consumer reports. Copanyon does not independently verify information in the Consumer reports.

By using the Copanyon Platform, you hereby consent to Copanyon collecting, using, and disclosing the information in the Consumer reports. You understand and agree that Copanyon may, in its sole discretion, review and rely on the information in the Consumer reports in deciding whether to suspend or terminate a User account or to investigate a complaint about a User, but that Copanyon shall not be responsible or liable in any way in the event that any information in the Consumer reports about any person, including without limitation any User, is inaccurate, timely or complete. Users who are the subject of Consumer reports may contact the third-party consumer reporting agency to dispute such information's accuracy, timeliness, or completeness. Copanyon reserves the right to suspend and/or terminate a User account based on the information in the Consumer reports or for any other reason at Copanyon's sole discretion.

2.4. Privacy

You may use the Copanyon Platform without providing personally identifiable information. When using the Services, you may be requested to provide your personal data and information. To learn more about our privacy practices, please refer to [Copanyon Privacy Policy](#).

2.5. Payment

Payment processing on the Copanyon Platform is provided by third-party payment processors including, but not limited to Stripe and Stripe Connect (collectively the “**Payment Processors**”), allowing us to:

- (a) bill and collect payments from Users in lieu of directly processing your credit/debit card information;
- (b) enable payouts to the Hosts.

Payment made by the User to Copanyon shall satisfy the User’s obligation with respect to the payment to the Host for the Hosting services provided via the Copanyon Platform.

Please review the additional payment terms as specified in the [Refund and Payment Policy](#).

More details on the security of your payment and billing information may be found in our [Privacy Policy](#).

We also use the Payment Processors to enable payouts to the Hosts.

Please check the additional payment terms specified in the [Refund and Payment Policy](#).

2.6. Refund

Copanyon strives to ensure a clear understanding of the financial relations between Patrons and Hosts with respect to the Services we provide. Please check our [Refund and Payment Policy](#) to find out more about how we handle refunds. To the fullest extent permitted by law, any refunds at any time are at Copanyon's sole discretion only. Copanyon shall have no obligation to provide refunds except as expressly required by law.

3. RIGHTS AND LIMITS

3.1. Your Right to Use the Copanyon Platform

As a Patron, Copanyon hereby grants you, on the Terms set forth herein, a non-transferable, non-sublicensable, non-exclusive, limited right to access and use the Copanyon Platform solely for your non-commercial personal use.

As a Host, Copanyon hereby grants you, on the Terms set forth herein, a non-transferable, non-sublicensable, non-exclusive, limited right to access and use the Copanyon Platform solely for the provision of the Hosting services to the Users.

You, as a User, agree not to view, copy, or procure content or information from the Copanyon Platform by automated means (such as scripts, bots, spiders, crawlers, or scrapers), or to use other data mining technology or processes to frame, mask, extract data or other materials from the Copanyon Platform (except as may be a result of the standard search engine or Internet browser usage) unless formally authorized by Copanyon under separate written agreement.

You may not share or transfer your account credentials with any third party.

Copanyon may impose reasonable limits on your scope of access to the Copanyon Platform, including limits on time or volume of information accessed or devices used to access the Copanyon Platform, to prevent unauthorized third-party use of the Services.

All rights not expressly granted herein are reserved.

3.2. Your Account

Certain of our Services are reserved for registered users only. To become a registered user, you must create a Patron and/or Host account on the Copanyon Platform. You agree that you are responsible for protecting your account credentials from unauthorized use, and you are responsible for all activity that occurs under those account credentials. You agree to notify us immediately if you believe that any of your account credentials have been or may be used without your permission so that appropriate action can be taken.

You may use the Website and its features without being a registered user. This shall not preclude the application of these Terms and other Copanyon's rules and policies applicable to your use of the Website, including but not limited to when you interact with the Website.

You may not (i) create more than one account to access the Copanyon Platform, (ii) share your account credentials with any third party, or (iii) transfer your account to any third party. Copanyon is not responsible for any loss or damage caused by or expense incurred by you as a result of your failure to safeguard your account credentials. You agree that you shall not rent, resell, or remarket the Copanyon Platform or provide access to the Services to any third party.

When you create an account on Copanyon, we may collect certain personal data directly from you, or if you create your account using a third-party service (e.g., Facebook, Google, Apple, etc.), we may collect personal data about you from the third-party service (e.g., your username or user ID associated with that third-party service). By choosing to create an account using a third-party service, you authorize us to collect the personal data necessary to authenticate your account with the third-party service provider.

You may select a profile photo or connect your Google or Facebook account to be displayed within your User account. Please be advised that the provision of your photo is not obligatory to use our Services. You may edit your account at your sole discretion. The security of any personal data you choose to share within your account is subject to our [Privacy Policy](#). You are strictly prohibited from using any profile photo that depicts or purports to represent another individual or entity without proper authorization. This includes, but is not limited to, images that impersonate others or are intentionally misleading regarding your identity. Any such misuse may result in the suspension or termination of your account.

When you create a Host account, it is obligatory to provide a profile photo.

You may edit your account at your sole discretion. Adding more details to your Host account may help you get the most out of your use of the Services, for instance, find more Patrons. Therefore, it is your choice whether to include additional information within your account or not, such as country, language skills, education, interests and professional experience. The security of any personal data you choose to share within your account is subject to our [Privacy Policy](#).

3.3. Direct Interactions

Copanyon does not take part in direct interactions between Users and Hosts except when we consider it advisable:

- (a) to ensure compliance with these Terms;
- (b) to improve our Services; or
- (c) as stated in our [Refund and Payment Policy](#).

Copanyon does not have control over the services, content or information provided by the Hosts, any reviews or ratings provided by the Users, or any User acts and omissions.

3.4. Representations and Warranties

Host-Specific Representations

If you use the Services as a Host:

- (i) you will provide the Hosting services in accordance with these Terms and other policies set forth by Copanyon and made available to you via email or by posting on the Website;
- (ii) you will provide the Hosting services in accordance with laws and regulations applicable in the state, municipality or country where you are providing the Hosting services;
- (iii) you are solely responsible and fully liable for any violation of any local laws and regulations that apply to your provision of the Hosting services;
- (iv) you will provide the Hosting services with reasonable care and skill and in accordance with generally recognized practices;
- (v) you will not provide Hosting services to the Users outside of the Copanyon Platform, receive payments from the Users directly, or encourage or solicit payment from the User directly or through any channels other than those provided by Copanyon; doing so may result in the immediate suspension of your account without notice;
- (vi) you acknowledge and agree that Copanyon may advertise Hosting services that you provide via the Copanyon Platform without any additional payment or obligation to you;
- (vii) you acknowledge and agree that Copanyon may use your profile photo and your public profile for advertising and marketing services within the Copanyon Platform, including but not limited to featuring your profile as a featured Host or “Featured Copanyon”.

Patron-Specific Representations

If you use the Services as a User:

- (i) you agree to honor the commitments you make to the Host via the Copanyon Platform;
- (ii) you agree that you will not circumvent or manipulate the fee structure, the billing process, or fees owed to Copanyon or the Host; and
- (iii) you agree to respect the privacy and other personal information that may be shared by a Host; and
- (iv) you agree to use the Services in good faith and refrain from any behavior that is abusive, fraudulent, harassing, or otherwise in violation of these Terms or applicable law.

3.5. Hosts’ Introduction Video and Profile Photo

Each Host may create and post an introductory video on the Copanyon Platform. Each Host grants Copanyon the rights to use Host’s introduction video, name, and profile photo for marketing, advertising, or promotional purposes, including but not limited to publishing on social media channels, video hosting, and streaming services, such as YouTube, Vimeo, Facebook, Tik Tok, or others, as to ensure accessibility and visibility to the Users.

You may always request to remove any introduction videos published on social media channels, video hosting, and streaming services by writing to support@Copanyon.com.

3.6. Hosts’ Search Based Ranking

Copanyon uses many pieces of information in an effort to introduce Patrons and Hosts that best match each User’s interests and preferences. The order in which Hosts are displayed depends on a number of factors including, but not limited to, the following:

- the subject the User is searching for;

- the country of the User;
- the User’s preferred language on the Copanyon Platform;
- the time zone of the User;
- the overlap in standard business hours between the Host and User’s time zones;
- the overall availability of time slots on a Host’s calendar;
- the past performance of a Host;
- the Host’s profile information, including its completeness and the quality of the profile photo and profile information;
- how responsive the Host is to the Users’ messages;
- the User reviews and ratings;
- User’s history and past use of the Copanyon Platform; and
- Any other information that a User posts on their profile page.

3.7. User Complaints

If a User has a complaint about Services, they should contact Copanyon at complaint@Copanyon.com with the subject line ‘Formal Complaint’ (the “**Complaint**”), providing as much detail as possible about the Complaint. Copanyon shall respond to the User confirming receipt and shall investigate the matter. Upon receiving the Complaint, Copanyon customer support shall investigate the Complaint internally, taking into account the importance and complexity of the issue or issues raised.

If the Complaint relates to a specific Copanyon employee, another Copanyon representative will help with the investigation in their place.

Copanyon shall respond to the User with its findings in response to the Complaint, and, where applicable, with a suggested solution.

Depending on the nature and severity of a complaint, Copanyon reserves the right to notify and cooperate with appropriate authorities, including but not limited to law enforcement agencies, regulatory bodies, or other relevant governmental entities, as deemed necessary or appropriate.

3.8. Limits

While using the Services, you agree to abide by the [User Code of Conduct](#).

4. COPANYON CONTENT

Users have a personal, non-transferable, non-exclusive right to use the Copanyon Content of the Copanyon Platform subject to these Terms. The “**Copanyon Content**” means all information, text, images, data, links, or other material accessible through the Copanyon Platform, whether created by us or provided by a third party on or through the Copanyon Platform. The Content may contain typographical errors, other inadvertent errors, or inaccuracies. We reserve the right to make changes to the Copanyon Content without obligation to issue any notice of such changes. You may view, copy, download, and print the Copanyon Content that is available on or through the Copanyon Platform, subject to the following conditions:

- (a) The Copanyon Content is available solely for your personal use. No part of the

Copanyon Platform or the Copanyon Content may be reproduced or transmitted in any form, by any means, electronic or mechanical, including photocopying and recording for any other purpose;

- (b) The Copanyon Content may not be modified;
- (c) Copyright, trademark, and other proprietary notices may not be removed.

Nothing contained on the Copanyon Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Copanyon Platform or any Copanyon Content, except: (a) as expressly permitted by these Terms; or (b) with our prior written permission or the permission of such third party that may own the trademark or copyright of the Copanyon Content.

5. USER-GENERATED CONTENT

The “**User-generated Content**” means all comments, remarks, information, feedback, text, photographs, links, data, images, video, music, or other material that you or any User post to any part of the Copanyon Platform or provide to Copanyon, including such content or information that is posted on your profile. We are not responsible or liable for the conduct of Users or for views, opinions, and statements expressed in the User-generated Content submitted for public display through the Copanyon Platform. We do not prescreen information posted online. We are acting as a passive conduit for such distribution and may not be responsible for the User-generated Content. Any opinions, advice, statements, services, offers, or other information in the User-generated Content expressed or made available by Users are those of the respective author(s) or distributor(s) and not of Copanyon. We neither endorse nor guarantee the accuracy, completeness, or usefulness of any such User-generated Content. You are responsible for ensuring that the User-generated Content submitted to the Copanyon Platform is not provided in violation of any copyright, trade secret, or other intellectual property rights of another person or entity. You shall be solely liable for any damages resulting from any infringement of copyrights, trade secrets, or other intellectual property rights, or any other harm resulting from your use, uploading, posting, or submission of the User-generated Content to the Copanyon Platform.

We have the right, but not the obligation, to randomly monitor, edit or remove any User-generated Content submitted on or through the Copanyon Platform at any time.

If you believe that your intellectual property rights have been infringed, please submit your complaint to legal@Copanyon.com. You may report all types of intellectual property claims, including, but not limited to, copyright, trademark, and patent claims. We respond quickly to the concerns of rights owners about any alleged infringement, and we terminate repeat infringers in appropriate circumstances.

6. LINKS TO THIRD-PARTY WEBSITES

The Copanyon Platform may contain links to non-Copanyon websites. These links are provided to you as a convenience and/or ancillary to the Services, and Copanyon is not responsible for the content of any linked website. Any non-Copanyon website accessed from the Copanyon Platform is independent from Copanyon, and Copanyon has no control over that website’s content. In addition, a link to any non-Copanyon website does not imply that Copanyon accepts any responsibility for the content or use of such a website. Use of any third-party website is subject to its terms of service and privacy policy. We request that the Users exercise caution and good judgment when using third-party websites.

7. ADVERTISEMENT

Copanyon may run advertisements and promotions sponsored by third parties on the Copanyon Platform. Your correspondence or business dealings with, or participation in promotions of advertisers other than Copanyon found on or through the Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such advertiser. Copanyon is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such non-Copanyon advertisers on the Copanyon Platform.

Copanyon may display advertisements on non-Copanyon websites to promote the Hosting services you provide via the Copanyon Platform in an effort to assist you with generating more User leads.

8. NO IMPLIED ENDORSEMENTS

Copanyon's reference to any third party, or to any third-party products or services, does not constitute an endorsement, sponsorship, or approval. Copanyon makes no representations or warranties and does not guarantee the quality, reliability, or suitability of any products or services offered by third parties. Copanyon is not a party to, and does not monitor, any transactions between you and third-party providers. As with any purchase or engagement—whether online or offline—you are solely responsible for exercising due diligence, caution, and sound judgment.

9. RELATIONS BETWEEN COPANYON AND USERS

By providing the Services, Copanyon is acting as an intermediary connecting Users with Hosts or other Users; providing interpersonal video conferencing by and between Patrons and Hosts; and facilitating payments and payouts. You acknowledge and agree that Copanyon is a technology services provider that does not provide specific content or other consulting or informational services.

Copanyon does not serve as an employer of any User or Host unless separately subject to a signed, written employment contract signed by both the User and/or Host and Copanyon. Users may use the Services only for the provision and receipt of the Hosting services subject to these Terms.

You further agree that Copanyon shall not be liable for any tax or withholding, including but not limited to unemployment insurance, employer's liability, workers' compensation insurance, social security, or payroll withholding tax in connection with your use of Services. You are solely responsible for adhering to all applicable tax regulations that may apply to you in connection with your use of the Services. You hereby agree to compensate and indemnify Copanyon for all state, federal fees, claims, payments, fines, or other tax liabilities that Copanyon will incur in connection with the obligations arising from applicable tax or other regulations not being met by you.

By using the Copanyon Platform, Users are acting as independent contractors and not as Copanyon's or any other party's employee, agent, franchisee, or servant. Accordingly, you will be solely responsible for all costs incurred by you or your organization. You may not act as an employee, agent, or representative of Copanyon nor bind any contract on behalf of Copanyon.

Where, by implication of mandatory law or otherwise, you shall be deemed an employee of Copanyon, you hereby agree to waive any claims against us that may arise as a result of a such implied employment relationship. No User is entitled to participate in any Copanyon vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by Copanyon to its employees.

The Services provide connection to Hosts who are willing to be engaged by Users as independent contractors. As independent contractors, each Host decides when and how often the Host will be available to provide the Hosting services to Users. Each Host controls the methods, materials, content, and all aspects of the Hosting services. The Services allow Hosts to create subject-specific Hosting services, for a certain period of time.

Users are responsible for selecting the Host suitable for their individual goals and interests. Users should check each Host's self-reported credentials, interests, education, and experience, as well as reviews from other Users, where applicable. Each Host has the sole discretion to accept or decline a request for the Hosting services, as well as continue or discontinue a Hosting relationship with any User.

10. ASSIGNMENT

You may not assign or transfer your rights or obligations under these Terms in whole or in part to any third party without Copanyon's written consent. These Terms shall be binding and inure to the benefit of the parties to these Terms and their respective successors, permitted transferees, and assigns.

11. FEEDBACK

You acknowledge and agree that we may provide you with a mechanism to provide feedback, suggestions, and ideas about the Services or the Copanyon Platform (the "**Feedback**").

By submitting any Feedback, you provide us a written consent to use your Feedback for the improvement and promotion of the Services. You agree that submitting a Feedback is gratuitous, unsolicited, and without restriction and will not place us under any fiduciary or other obligation and that we are free to use the Feedback without any additional compensation to you and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone.

You further acknowledge that, by accepting your Feedback, Copanyon does not waive any rights to use similar or related ideas previously known to Copanyon, or developed by its employees, or obtained from sources other than you. You agree that we may, in our sole discretion, use the Feedback you provide to us in any way, including in future enhancement and modifications to the Services. You hereby grant to us and our assigns a perpetual, worldwide, fully transferable, sublicensable, irrevocable, royalty-free license to use, reproduce, modify, create derivative works from, distribute, and display the Feedback in any manner for any purpose, or without it in any media, software, or technology of any kind now existing or developed in the future, without any obligation to provide attribution or compensation to you or any third party.

12. REVIEWS

You acknowledge and agree that Copanyon may calculate a rating based on comments and reviews left by Users. Hosts agree to be rated by Users along several criteria, as suggested and determined by Copanyon. Copanyon provides its automatic feedback and rating system as a

means through which Users can express their opinions publicly, and Copanyon does not monitor or censor these opinions or investigate any remarks posted by Users for accuracy or reliability unless a User brings the posting to Copanyon's attention. You may be held legally responsible for damages suffered by other Users, Hosts or third parties as a result of these remarks if a court finds that these remarks are legally actionable or defamatory. Copanyon is not legally responsible for any feedback or comments posted or made available on the Copanyon Platform by any Users or third parties, even if that information is defamatory or otherwise legally actionable. You agree to report violations or abuses of our rating and feedback system immediately by contacting Customer Support.

13. NOTIFICATIONS

Unless you otherwise indicate in writing, Copanyon will communicate with you by email, regular mail or by posting communications on the Copanyon Platform. You consent to receive communications from us electronically via the email address you provided when registering as a User, and you agree that these electronic communications satisfy any legal requirement that such communications be in writing. You will be considered to have received a communication when we send it to the email address you have provided to Copanyon within your account or when we post such communication on the Copanyon Platform. You should keep your email address updated in your account and regularly check this Website for postings. If you fail to respond to an email message from Copanyon regarding the violation, dispute, or complaint within 2 (two) business days, Copanyon will have the right to terminate or suspend your account. All notices to Copanyon intended to have a legal effect concerning these Terms must be in writing and delivered by email to legal@copanyon.com.

To stop receiving specific communications from Copanyon, please, submit a notification to us by email at support@copanyon.com in order to change the types and frequency of such communications, you may also change notification preferences in your account.

14. TERMINATION

Other than Hosts, we may terminate any User's access to the Copanyon Platform in our sole discretion, for any reason and at any time, with or without prior notice. It is our right to terminate Users who violate these Terms, as deemed appropriate in our sole discretion.

Copanyon may terminate a Host's use of the Services (i) immediately for failure to comply with the Terms, including [User Code of Conduct](#), which considers a material breach of the agreement; (ii) for other cause, including, but not limited to, sexual or other unwelcome harassment, threats or intimidation, fraud, falsification of documents or qualifications; or (iii) upon 30 days' advance written notice for any reason.

We may also delete or restrict access to or use of all related information and files. Copanyon will not be liable to Users or any third party for any modification, suspension, or termination of the Service, or loss of related information.

In the event that Copanyon suspends or terminates your account due to the breach of these Terms or any of Copanyon policies, you understand and agree that you shall receive no refund or compensation for any unused funds or scheduled lessons/classes, or loss of any content or information associated with your account. In addition to the aforementioned, Copanyon is entitled to withhold any funds remaining on your account as liquidated damages.

In case you haven't logged into your Copanyon account for more than 180 days your account will be suspended, and your remaining balance will expire.

Even after your right to use the Services has been terminated or suspended, these Terms shall survive and will remain enforceable against you.

15. INTELLECTUAL PROPERTY RIGHTS

All intellectual property in the design and layout of the Copanyon Platform and the material and information published on the Website pages or within the Copanyon Platform functionality belongs to and is vested in Copanyon or its licensors. You may not copy any part of the Copanyon Platform or otherwise do anything in relation to any part of the Copanyon Platform. You may not otherwise use or reproduce any of the Copanyon Platform or the material contained within it in any manner other than those listed above without first obtaining the prior written permission of Copanyon.

Unless otherwise noted, all Copanyon Content contained on the Copanyon Platform is the property of Copanyon and/or its affiliates or licensors and is protected from unauthorized copying and/or dissemination by United States copyright law, trademark law, international conventions, and other intellectual property laws. The service marks and trademarks of Copanyon, including without limitation Copanyon and the Copanyon logos are service marks owned by Copanyon LLC. Any other trademarks, service marks, logos, and/or trade names appearing via the Service are the property of their respective owners. You may not copy or use any of these marks, logos, or trade names without the express prior written consent of the owner. Unauthorized use of Copanyon IP may result in immediate suspension or legal action.

You may like or follow Copanyon or share links to the Website via social networking technology referenced on the Website. Any rights not expressly granted herein are reserved.

16. COPYRIGHT INFRINGEMENT. DMCA NOTICE

We respect content owner rights, it is Copanyon's policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA"). If you believe that any materials on our Services infringe your copyright, you may request that they be removed. Please notify Copanyon's copyright pursuant to the DMCA. For your complaint to be valid under the DMCA, your request must bear a signature (or electronic equivalent) of the copyright holder or an authorized representative and must include the following information:

- (i) An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
- (ii) Identification of the copyrighted work that you claim has been infringed;
- (iii) Identification of the material that is claimed to be infringing and where it is located on the Website;
- (iv) Information reasonably sufficient to permit Copanyon to contact you, such as your address, telephone number, and email address;
- (v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
- (vi) A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent: Attn: DMCA

Notice Copanyon LLC.

Address: 372 Sacket Street, Brooklyn, NY 11231 with an Email to legal@Copanyon.com

Under federal law, if you knowingly misrepresent that online material is infringing, you may be subject to criminal prosecution for perjury and civil penalties, including monetary damages, court costs, and attorney's fees.

Please note that this procedure is exclusively for notifying Copanyon and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Copanyon's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable laws, Copanyon may also at its sole discretion limit access to the Service and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

17. CONFIDENTIALITY

You may obtain direct access via the Services to certain confidential information of Copanyon, its affiliates or Users, including but not limited to personally identifiable information, technical, contractual, product, program, pricing, marketing and other valuable information that should reasonably be understood as confidential ("**Confidential Information**"). You agree to hold Confidential Information in strict confidence and not use the Confidential Information except for the purposes set forth in these Terms and not disclose such Confidential Information to any third party. All right, title and interest in the Confidential Information remains with Copanyon, its affiliates and its Users. No obligation is imposed upon you with respect to Confidential Information that you can establish by legally sufficient evidence: (a) you possessed prior to your receipt from Copanyon, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public through no act or omission by you, or otherwise without violation of the Terms; (c) you obtained from a third party who had the right to disclose it, without an obligation to keep such information confidential; (d) you independently developed without the use of Confidential Information and without the participation of individuals who have had access to it, or (e) is disclosed in response to a valid order by a court or other governmental body, or as otherwise required by law, or as necessary to establish the rights of either party under these Terms and as disclosed after prior notice to Copanyon adequate to afford Copanyon the opportunity to object to the disclosure.

18. DISCLAIMER OF WARRANTY

Use of the Services and the Copanyon Platform is entirely at your own risk. Copanyon disclaims any and all liability in connection with any interactions, correspondence, transactions, and other dealings that you have with any third parties, including without limitation Users or Hosts found on or through the Copanyon Platform (including on or via linked websites or advertisements) that are solely between you and the third party (including issues related to the content of third-party advertisements, payments, services, delivery of goods, warranties (including product warranties), privacy and data security, and the like). Under no circumstances will Copanyon be liable for any loss or damage caused by your reliance on the information in any content on the Copanyon Platform or which may be provided to you by a Host or other User. It is your responsibility to evaluate the accuracy, completeness, or usefulness of any information,

opinion, advice, or other content available through the Copanyon Platform or which is provided to you by a Host or other User.

You acknowledge that the Copanyon Platform and all Services, text, images, and other information on or accessible from the Copanyon Platform are provided "as is" and are based in part on listings provided by Users, which are not verified by Copanyon, and that any Hosting services, listings or other content acquired through the use of the Copanyon Platform are at your sole risk and discretion. Copanyon and its affiliates and licensors are not liable or responsible for any results or content generated through the use of the Services. We provide no warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Specifically, but without limitation, Copanyon does not warrant that: (i) the information available on the Copanyon Platform is free of errors; (ii) the functions or services (including but not limited to mechanisms for the downloading and uploading of content) provided by the Copanyon Platform will be uninterrupted, secure, or free of errors; (iii) defects will be corrected, or (iv) the Copanyon Platform or the server(s) that makes it available are free of viruses or other harmful components. Neither Copanyon nor its affiliates or licensors is responsible for the conduct, whether online or offline, between Users.

In addition, notwithstanding any feature a User may use to expedite Host selection, each User is responsible for selecting their Host and negotiating a contract, and Copanyon does not warrant any goods or Hosting services purchased by a User and does not recommend any particular Host. Copanyon does not provide any warranties or guarantees regarding any Host's professional accreditation, registration, or license.

Copanyon disclaims all responsibility for technical errors, interruptions, or failures of its platform or third-party integrations.

Copanyon expressly disclaims any liability or claims that may arise by and between Users of its Services. You are solely responsible for your interactions with all other Users and any disputes that arise from those interactions with other Users. Copanyon is not obliged but may attempt to assist in resolving disputes between Users.

19. LIMITATION OF LIABILITY

(a) Disclaimer. In no event shall Copanyon be liable to any User of the Copanyon Platform or any other person or entity for any direct, indirect, special, incidental, consequential, or exemplary damages (including, but not limited to, damages for loss of profits, loss of data, loss of use, or costs of obtaining substitute goods or services) arising out of use, inability to use, unauthorized access to or use or misuse of the Copanyon Platform or any information contained thereon, whether based upon warranty, contract, tort (including negligence) or otherwise, even if has been advised of the possibility of such damages or losses.

(b) Limitation. You agree that Copanyon's total cumulative liability in connection with these Terms, the Copanyon Platform, the Services, the Copanyon Content, or any listing or services whether in contract, tort, or otherwise, shall not exceed the amounts, if any, you paid to Copanyon for the Services in the then-prior three months, to a maximum of \$500, even if the total paid exceeds that amount.

(c) Waiver of Class Action. Any claims brought by you or Copanyon must be brought in that party's individual capacity, and not as a plaintiff or class member in any purported

class or representative proceeding.

20. EXCLUSIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

21. LOBBYING COMPLIANCE

You agree that your use of the Services shall not include any activities that constitute "lobbying" under applicable laws, including but not limited to efforts to influence legislation, government policies, or governmental decision-making processes. Copanyon does not engage in lobbying activities and disclaims any responsibility for lobbying activities conducted by its Users.

You are solely responsible for complying with all federal, state, local, or international laws regarding lobbying, disclosure, or registration requirements that may apply to your activities using the Services. You acknowledge and agree that Copanyon is not liable for any failure by you or any third party to comply with applicable lobbying laws or regulations.

22. INTERNATIONAL

The Copanyon Platform may be accessed from countries other than the United States. The Copanyon Platform and the Services may contain products or references to products that are only available within the United States and U.S. territories. Any such references do not imply that such products will be made available outside the United States.

If you access and use the Copanyon Platform outside the United States, you are responsible for complying with all applicable local laws and regulations. We make no representations that the Platform complies with the laws of any jurisdiction outside the United States

We make no representation that information on the Copanyon Platform is appropriate or available for use outside the United States. Those who choose to access the Copanyon Platform from outside the United States do so on their own initiative and at their own risk.

23. EXPORT CONTROL

The laws of the United States of America prohibit the transmission, export, and re-export of certain products, services, downloadable software, and data (technical data) to particular persons, territories, and foreign states. Nothing from the Services may be exported, in any way, in violation of United States law.

The United States export control regulations prohibit U.S. businesses, such as Copanyon, from offering services to users in specific sanctioned regions.

In order to comply with these regulations, it is not allowed for users in the following areas to access all or certain parts of the Copanyon Platform:

- Cuba

- North Korea
- Iran,
- Sudan,
- Crimea,
- Syria,
- Temporary occupied territories of Donetsk and Luhansk oblast of Ukraine,
- Any other country or region restricted by law (as may be changed from time to time).

Depending on your exact location, you may encounter an IP or payment purchase block when attempting to enroll in or otherwise access the Copanyon Platform.

24. LIQUIDATED DAMAGES

Copanyon and a User hereto acknowledge and agree that the funds that may be withheld under Section 14 of these Terms shall constitute liquidated damages and not penalties and are in addition to all other rights of Copanyon in case of the breach of these Terms. Copanyon and a User further acknowledge that (i) the amount of loss or damages likely to be incurred is incapable or is difficult to precisely estimate, (ii) the amounts specified in the abovementioned section bear a reasonable relationship to, and are not plainly or grossly disproportionate to, the probable loss likely to be incurred in connection with any material breach of the agreement by a User (iii) one of the reasons for Copanyon and a User reaching an agreement as to such amounts was the uncertainty and cost of litigation regarding the question of actual damages.

25. INDEMNIFICATION

By using the Services, you agree to indemnify, hold harmless and defend Copanyon and its subsidiaries, affiliates, shareholders, officers, directors, agents, licensors, suppliers, other partners, employees, and representatives from any claims, damages, losses, liabilities, and all costs and expenses of defense, including but not limited to, attorneys' fees, resulting directly or indirectly from a claim by a third party that arises in connection with your use of the Services, including but not limited to (a) acts and/or omissions on or off the Copanyon Platform; (b) violation of any rights of another, including without limitation any alleged infringement of intellectual property or other right of any person or entity relating to the Copanyon Platform; (c) breach of these Terms; (d) disputes with or between other Users; (e) use and/or misuse of the Copanyon Platform, including without limitation any information, content and/or materials thereon; (f) violation of any applicable law or regulation; (g) inaccurate, untimely, incomplete or misleading User information, including without limitation with respect to registration, profile or eligibility; (h) misstatements and/or misrepresentations; (i) use of links to third party websites, including without limitation such websites' availability, terms of use, privacy policy, information, content, materials, advertising, products and/or services; (j) User information and any acts or omissions with respect to such User information; (k) use of any information in third-party reports; (l) use of third-party payment processors; and/or (m) use of any services or products or any contracts or arrangements made or provided based on information, content and/or materials obtained on or through the Copanyon Platform . You further agree that you will cooperate as requested by Copanyon in defense of such claims. Copanyon reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Users, and you shall not, in any event, settle any claim or matter on behalf of Copanyon without the written consent of Copanyon.

In the event that you have a dispute with any User, you hereby release Copanyon (and its officers, directors, agents, investors, subsidiaries, employees, contractors, and any other third

parties related to the Services) from any and all claims, demands, or damages (actual or consequential) of every kind, known and unknown, arising out of or in any way related with such disputes.

If you are a California resident, you waive California Civil Code Section 1542, which says: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

26. DISPUTE RESOLUTION

Any dispute arising out of consumer claims shall be finally resolved by individual arbitration before a single arbitrator is conducted in the English language in New York, New York, USA, under the Commercial Arbitration Rules of the American Arbitration Association (AAA).

All disputes arising out of or relating to these Terms shall be finally resolved by individual arbitration. The arbitration will be conducted in New York, New York, USA. The individual arbitration must be before a single arbitrator is conducted in English under the Commercial Arbitration Rules of the American Arbitration Association (AAA).

Any arbitration under these Terms will be between an individual User and Copanyon. To the fullest extent permitted by applicable law, and except as expressly provided below, you and Copanyon expressly waives any entitlement to resolve disputes in court or on a class, collective, or representative basis. You and Copanyon shall appoint as sole arbitrator a person mutually agreed by you and Copanyon or, if you and Copanyon cannot agree within thirty (30) days of either party’s request for arbitration, such single arbitrator shall be selected by the AAA upon the request of either party.

The party shall bear its own attorneys’ fees, and shall bear equally the cost of the arbitration except (a) to the extent prohibited by applicable law; (b) that if the arbitrator determines that costs unique to arbitration (i.e., filing, administration, and arbitrator’s fees) would preclude a User from asserting a claim in arbitration, the arbitrator may require Copanyon to pay a greater share of such costs unique to arbitration; and (c) the prevailing party shall, to the extent permitted or required by applicable law, be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration in such an amount as may be determined by the arbitrator.

All decisions of the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding this, the application may be made to any court for a judicial acceptance of the award or order of enforcement. Notwithstanding the foregoing, Copanyon shall be entitled to seek temporary injunctive relief, security, or other equitable remedies from the United States District Court for the Southern District of New York or any other court of competent jurisdiction.

27. GOVERNING LAW

These Terms shall be governed by the laws of the State of New York, USA, excluding the United Nations Convention on Contracts for the International Sale of Goods; the 1974 Convention on the Limitation Period in the International Sale of Goods; and the Protocol amending the 1974 Convention, done at Vienna April 11, 1980; provided, however, that to the

fullest extent permissible under law the Federal Arbitration Act (9 U.S.C. § 1 et seq.) shall govern Section 25 of these Terms (entitled Dispute Resolution).

28. NON-SOLICITATION

Without limitation, the Services may not be used to solicit for any other business, website, or service. You may not solicit, advertise for, or contact in any form Users for employment, contracting, or any other purpose not related to the Service facilitated through Copanyon without express written permission from Copanyon.

You may not use the Service to collect usernames and/or email addresses of Users by electronic or other means without the express prior written consent of Copanyon.

29. FORCE MAJEURE

Copanyon shall not be liable or responsible for any failure or delay in performance of its obligations under these Terms arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, flood, fire, earthquake, explosion, war, terrorism, invasion, riot, civil unrest, government actions, embargoes, strikes, pandemics, epidemics, labor disputes, interruptions in telecommunications, power outages, Internet failures, cyberattacks, or failures of third-party service providers (each a "Force Majeure Event"). In the event of a Force Majeure Event, Copanyon's obligations shall be suspended for the duration of the Force Majeure Event. Copanyon shall use commercially reasonable efforts to mitigate the effects of any Force Majeure Event.

30. SURVIVAL

Notwithstanding the termination or expiration of these Terms for any reason, the following sections shall survive and continue to be enforceable in accordance with their terms: Intellectual Property Rights, Confidentiality, Indemnification, Limitation of Liability, Disclaimer of Warranty, Dispute Resolution, Governing Law, and any other provisions which by their nature are intended to survive termination. The termination of these Terms shall not affect any rights, obligations, or liabilities that accrued prior to such termination.

31. HEADINGS

The headings and captions used in these Terms are used for convenience only and are not to be considered in construing or interpreting these Terms.

32. ENTIRE AGREEMENT. SEVERABILITY

These Terms, together with any amendments and any additional agreements you may enter into with Copanyon in connection with the Services, shall constitute the entire agreement between you and Copanyon concerning the Services. If any part of these Terms is held to be unlawful, void, or unenforceable, that part will be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

33. CONTACTS

For additional information and in case you have any questions about these Terms, please contact support@Copanyon.com.

