MentorPRO Terms and Conditions

Last updated: June 15, 2023

Please read these Terms and Conditions ("Terms and Conditions") carefully before using and accessing the MentorPRO branded mobile applications, software, and website (the "Services" or the "App") of Supportive Accountability Hub, LLC and MentorPRO (either, a "Provider," or collectively "us", "we", or "our"). Your use of the Services constitutes your acknowledgment that you have read these Terms and Conditions and agree to abide by, comply with, and be bound by them, including any changes that may be made to them and posted on this website from time to time.

The Provider will provide the Services in accordance with these Terms and Conditions. If you order Services through a Subscription Agreement (as defined below), it may contain additional terms and conditions and information regarding the Services you are ordering. Unless otherwise expressly set forth in any such additional terms and conditions applicable to the specific Service you choose to use, those additional terms are hereby incorporated into these Terms and Conditions in relation to your use of the Services.

Defined Terms

The following definitions will apply in these Terms and Conditions, and any reference to the singular includes a reference to the plural and vice versa.

"MentorPRO Administrator" means an employee or agent of the Provider who is charged with monitoring and supervising the provision of Services to an Entity. If you are a Mentee or a parent or legal guardian of a Mentee, to find out who your MentorPRO Administrator is, contact your sponsoring Entity.

"Content" means texts and other forms of communication (including survey responses) collected through our Services.

"Entity" means an organization, school, or other entity that provides mentoring and counseling to Mentees and has subscribed for the Services to assist them.

"Mentee" means a person who uses the Services to receive mentoring services from an Entity.

"Mentor" means a person who utilizes the Services to personally provide mentoring services to a Mentee on behalf of an Entity

"Program Administrator" means, for each Mentor-Mentee relationship, the employee of the Entity who is at least 18 years of age and is charged with monitoring and supervising the Mentor-Mentee relationship. If you are a Mentee or a parent or legal guardian of a Mentee, to find out who your Program Administrator is, contact your sponsoring Entity.

"Subscription Agreement" means an agreement between an Entity and Provider by which Provider permits the Entity to use the Services for its Mentors and Mentees on certain terms and conditions and for certain payments and considerations.

"You" refers to a user of the Services. It includes Entities, Mentors, and Mentees.

You Agree

You agree to only use the Services pursuant to the Terms and Conditions. You agree to not, in using the Services, violate any law, whether civil or criminal, to which you are subject, nor use the Services to communicate any message or material that is harassing, libelous, threatening, obscene, indecent, and, for users under the age of 18, relates to sexuality or sexual activity or content of any kind. You may be required to provide information about yourself to register for and/or use certain Services. You agree that all information you provide in registration or otherwise is true, accurate, and complete. Provider reserves the right to refuse service or subscription to any person or entity for any or no reason whatsoever. To access certain Services, you must designate a username and password. You are responsible for maintaining the confidentiality of the username and password and are fully responsible for all activities that occur under your username or password. You agree to immediately notify the Provider of any unauthorized use of your username or password or any other breach of security. You also agree to exit your account at each session's end.

Entity Responsibilities

The provider does not select, approve, or control any Mentors. The Provider does not authorize participation by individual Mentees. The Entity is solely responsible for the selection, approval, and control of Mentors and for authorizing participation by individual Mentees. Responsibility for obtaining user and parental consent and for monitoring the use of the Services, including eligibility for such use, rests entirely on the Entity.

Data Use

A Mentor and Mentee in a mentoring relationship established by an Entity have the ability to chat with each other within the password-protected and monitored App. The Mentee, Mentor, and Program and MentorPRO Administrators can view transcripts of these chats. Other Mentors or Mentees cannot view the chats. Whether those chats are considered legally privileged will depend on the law of the State where the Mentors and Mentees are located, and we make no representation with regard to any such privilege.

Mentees’ access via the App to third-party content and chat transcripts with their Mentor are monitored by the Program Administrator. Automatic filters may monitor chat communications between Mentee and Mentor and may be used to ensure that no inappropriate information has been shared. If inappropriate information is detected through the chat feature of MentorPRO, the Program Administrator will be notified. The Provider may collect certain information, including, but not limited to, the type of mobile device a Mentee uses, the mobile device's unique ID, the IP address of the mobile device, the mobile operating system, unique identifiers, and other diagnostic usage data.

The App uses proprietary analytics tools to track users on our platform and to analyze and gain knowledge from the collected usage data. The Provider may use third-party analytics providers, such as Google Analytics, to understand how our App is used. To use the Services, each Mentee and each Mentor will download the App, enter the phone number associated with his or her mobile device, and receive a randomly generated four-digit passcode. Mentees may be asked to complete surveys, questions, and schedules, which the Program Administrator or MentorPRO Administrator will determine. Weekly survey responses and App usage data will be displayed to Mentors and to Program and MentorPRO Administrators through the App.

Where the App provides access to third-party applications and websites (see Third-Party Links and Content below), data regarding your access to and use of that third-party content are collected and sent automatically through partner APIs, thus enabling Mentors and Program and MentorPRO Administrators to monitor the Mentee's use of the third-party content. This information allows us and third-party partners to learn how the MentorPRO App and third-party partner content are being used in order to monitor performance, develop enhancements, and for other purposes that support the MentorPRO App and the third-party partner websites and applications. De-identified, aggregated data may be shared with third-party partner app developers and with affiliated or independent researchers.

Third-Party Links and Content

We will, from time to time, partner with third-party content providers as a part of the Services. Third-party content will be accessed through the websites or applications maintained by third-party partners. We do not own or control and assume no responsibility for any third-party websites or services' content, privacy policies, or practices. We do not warrant the offerings of any of these third parties. Any information you provide to a third-party when on its website or application, or automatically collected by the third-party as a result of your use of its website or application, is subject to the third-party's privacy policy.

Data Security

We have implemented measures designed to help secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. All information is protected through token-based authentication, and all requests are validated against user roles. A user must provide credentials to get a token (which is a unique encrypted string to identify the user). Once issued, the token is required to authorize any information access.

The safety and security of your information also depend on you. Where we have given you (or where you have chosen) a password for access to certain parts of the App, you are responsible for keeping this password confidential.

For privacy or security questions please contact infosec@mentorpro.com

Eligibility

You affirm that you are at least 16 years of age and are otherwise fully able and competent to be subject to the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and Conditions and to abide by and comply with these Terms and Conditions. Your access may be terminated without warning if we believe you are under 16 unless your parent or legal guardian provides written consent to the Entity before utilizing the Services. If you're a parent or legal guardian, and you allow your child to use the Services, then these terms apply to you, and you're responsible for your child's activity when utilizing the Services. If you are under the age of 18, you represent that your parent or legal guardian has reviewed and agreed to the Terms and Conditions on your behalf.

Permission for Us to Use Your Content

You grant us permission to access, process, and use your Content for the purposes of providing the Services. We will not sell your Content or data to any third-party for marketing purposes. You represent and warrant that you own your Content and that submitting or transmitting your

Content through the Services will not violate the rights of any third party, including intellectual property, privacy, or publicity right. We are not obligated to review or screen your or any user's chats, usage, or content. We reserve the right to remove any Content if we have reason to believe that it infringes the rights of any third party.

Retention and Termination

We may delete or erase your Content or suspend your access to your Content through the Services at any time and for any reason.

If you are a Mentee or the parent or legal guardian of a Mentee, you may terminate your account at any time by providing written notice to us using the contact information provided below. Within ninety (90) days of your termination, all access to your Content will be disabled, and your personally identifiable information (PII) will be deleted. De-identified, aggregated data may be retained for research purposes.

Not later than (90) days following the conclusion of a Mentee's mentoring relationship that uses the Services, we will delete all personally identifiable information (PII) regarding that Mentee and his/her Mentor from data collected from that relationship.

Disclaimer

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, SUPPORTIVE ACCOUNTABILTY HUB, INC. AND MentorPRO, LLC HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, RELIABILITY, OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. IN ADDITION AND NOT IN LIMITATION OF THE FOREGOING, SUPPORTIVE ACCOUNTABILTY HUB, INC. AND MentorPRO, LLC, THEIR SUBSIDIARIES, AFFILIATES, AND THEIR LICENSORS DO NOT WARRANT THAT A) THE SERVICE WILL FUNCTION UNINTERRUPTED, SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; B) ANY ERRORS OR DEFECTS WILL BE CORRECTED; C) THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR D) THE RESULTS OF USING THE SERVICE WILL MEET YOUR REQUIREMENTS.

Exclusions

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

Limitation of Liability

In no event shall Supportive Accountability Hub, Inc. or MentorPRO, LLC, their directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from:

(i) Your access to or use of or inability to access or use the Service;

(ii) Any conduct or content of any third party on the Service;

(iii) Any content obtained from the Service; or

(iv) Unauthorized access, use, or alteration of your transmissions or Content, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose. Your sole and exclusive remedy for any dispute with us is to stop using the services and cancel your account. In the event that you are entitled under applicable law to monetary damages for any reason, you agree that in no event shall the amount of such damages exceed the amount paid to us with respect to your account during the twelve (12) months preceding the most recent event that entitles you to any such award.

Indemnification

You agree to defend, indemnify and hold harmless Supportive Accountability Hub, LLC and MentorPRO and their employees, contractors, agents, officers, and directors from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, or b) your breach of these Terms and Conditions, regardless of whether such use or breach be by you or by a third person accessing your account with or without your permission. This indemnification obligation will survive any termination of these Terms and Conditions and cessation of your use of the Services.

Intellectual Property

The Services and their original content, features, and functionality are and will remain the exclusive property of Supportive Accountability Hub, Inc. and its licensors. Except as expressly permitted in the Subscription Agreement, an Entity shall not directly or indirectly (a) use any of the Provider's Confidential Information (defined below) to create any service, software, documentation, or data that is similar or competitive to any aspect of the Services, (b) disassemble, decompile, reverse engineer, or use any other means to attempt to discover any source code of the Services or the underlying ideas, algorithms, or trade secrets therein, (c) encumber, sublicense, transfer, rent, lease, time-share, or use the Services in any service bureau arrangement or otherwise for the benefit of any third party, (d) copy, harvest, scrape, distribute, manufacture, adapt, create derivative works of, translate, localize, port, or otherwise modify any aspect of the Services, (e) use or allow the transmission, transfer, export, re-export, or other transfer of any product, technology or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction, (f) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services, (g) remove any copyright, patent, trademark, or other intellectual property notices, information, and restrictions contained in or made visible through the App or its underlying documentation, source code, or object code, or (h) permit any third party to engage in any of the foregoing proscribed acts.

Termination

The Provider may terminate or suspend your access to the Services immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms and Conditions.

All provisions of the Terms and Conditions which, by their nature, should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitation of liability.

Privacy Policy

You may view our App Privacy Policy here.

Governing Law

These Terms and Conditions shall be governed and construed in accordance with the laws of the State of New Jersey in the United States of America, without regard to its conflict of law provisions.

Waiver and Severability

Our failure to enforce any right or provision of these Terms and Conditions will not be considered a waiver of those rights. If any provision of these Terms and Conditions is held invalid or unenforceable by a court, the remaining provisions will remain in effect.

Entire Agreement

These Terms and Conditions constitute the entire agreement between you and us regarding the Services and supersede and replace any prior understandings and agreements we might have had between us regarding the Service, except that if you have executed a separate written agreement or you have signed a Subscription Agreement governing your use of the Services, then such agreement shall control to the extent that any provision of these Terms and Conditions conflicts with the terms of such agreement.

Changes

At our sole discretion, we reserve the right to modify or replace these Terms and Conditions at any time. If a revision is, in our sole discretion, material, we will, at least 30 days prior to it becoming effective, post notice of the change on the home page of our website. By continuing to access or use the Services after any revisions become effective, you agree to be bound by the revised terms. If you disagree with the new terms, you can no longer use the Services.

Contact Us

If you have any questions about these Terms and Conditions, you may contact us at accounts@mentorpro.com