POWERUPSKILL, LLC

Terms of Service Agreement

Effective Date: May 1, 2026
Last Updated: February 17, 2026

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THE POWERUPSKILL PLATFORM. BY CREATING AN ACCOUNT OR ACCESSING OUR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE THE PLATFORM.

These Terms of Service ("Terms" or "Agreement") constitute a legally binding agreement between you and PowerUpSkill, LLC, a limited liability company organized and existing under the laws of the State of Tennessee ("PowerUpSkill," "we," "us," or "our"). These Terms govern your access to and use of the PowerUpSkill platform, website, and all related services.

This document is intended to be read and understood by all users. If any provision is unclear, please contact us before using the Platform.

SECTION 1: DEFINITIONS

The following terms have the specific meanings set forth below whenever they appear in these Terms:

1.1 "Platform" means the PowerUpSkill website, web application, mobile application, and all associated software, tools, features, content, and digital infrastructure operated by PowerUpSkill, LLC and accessible at https://powerupskill.netlify.app/ and any related subdomains.

1.2 "User" (or "you" or "your") means any individual or entity that accesses, registers for, or uses the Platform in any capacity, including free tier users, paid subscribers, employers, and organizational account holders.

1.3 "Services" means the full suite of features and functions made available through the Platform, including but not limited to skill assessments, verification certificates, performance reports, career path tracking, career recommendations, and any additional features offered from time to time.

1.4 "Certificates" means the digital or printed documents issued by PowerUpSkill upon a User's successful completion of a qualifying skill assessment or career path. Certificates serve as informational performance records and do not constitute academic degrees, professional licenses, or accredited credentials.

1.5 "Skill Assessments" means the timed, standardized, online evaluations made available through the Platform designed to measure a User's demonstrated knowledge or proficiency in a specific subject area or skill.

1.6 "Career Paths" means the structured, curated sequences of skill assessments and learning milestones organized by PowerUpSkill to guide Users toward competency in a defined professional discipline or occupational area.

1.7 "Reports" means the automated, AI-generated or rule-based written performance summaries provided to Users following the completion of a Skill Assessment. Reports include scores, graded breakdowns, explanations, and areas for improvement. Reports are informational only.

SECTION 2: DESCRIPTION OF SERVICES

2.1 What PowerUpSkill Provides

PowerUpSkill offers Users access to the following Services through the Platform:

- Online skill assessments that evaluate User proficiency across a range of subjects and professional competencies;
- Skill verification certificates issued upon successful completion of qualifying assessments;
- Graded performance reports with explanations, scores, and feedback generated after each assessment attempt;
- Career path frameworks that allow Users to follow structured skill development sequences toward professional milestones;
- Career path completion certificates issued upon the successful completion of all assessments within a defined career path;
- Career recommendations delivered via AI-driven or rule-based recommendation systems, depending on the User's subscription tier; and
- Skill progress tracking tools that allow Users to monitor their assessment history and completion status over time.

2.2 What PowerUpSkill Does Not Provide

Users acknowledge and agree that PowerUpSkill does not provide, and nothing on the Platform should be construed as providing, any of the following:

- Accredited education, coursework, or academic instruction of any kind;
- Academic degrees, diplomas, or any credential recognized by an educational accreditation body;
- Professional licensure, government-issued certification, or occupational licensing of any type;
- Guarantees of employment, job placement, career advancement, salary increases, or hiring outcomes;
- Recruiting, staffing, headhunting, or employment agency services;

- Legal advice, financial advice, or career counseling services; or
- Any representation that a User is qualified, licensed, or credentialed under any applicable law or professional standard.

PowerUpSkill is a skill verification and career development platform. Our Services are informational and performance-based only. We make no promises about employment outcomes or professional qualifications.

SECTION 3: INFORMATIONAL AND NON-LICENSURE DISCLAIMER

3.1 All Certificates issued by PowerUpSkill — including Skill Verification Certificates and Career Path Completion Certificates — are informational tools created for the purpose of talent assessment and personal skill documentation. They represent a User's demonstrated performance on a specific assessment administered through the Platform at a specific point in time.

3.2 PowerUpSkill Certificates are not, and shall not be represented as:

- Academic degrees or diplomas of any kind;
- Accredited certifications recognized by any educational institution, accreditation body, or professional organization;
- Government-issued licenses or credentials;
- Professional certifications required by law to practice a trade, profession, or occupation; or
- Proof of licensure, qualification, or legal authorization to perform any regulated activity.

3.3 PowerUpSkill does not guarantee that any Certificate, Report, or assessment result will be accepted, recognized, or valued by any employer, institution, licensing body, or third party. Employers and third parties are solely responsible for conducting their own independent due diligence regarding a candidate's qualifications, experience, and fitness for any role.

3.4 Nothing on the Platform replaces formal education, professional training, or licensing where required by law. Users are solely responsible for ensuring they meet all applicable legal and professional requirements for any occupation or activity they pursue.

PowerUpSkill Certificates are informational performance records — not degrees, not licenses, and not guarantees of any employment or professional outcome.

SECTION 4: ELIGIBILITY AND USER ACCOUNTS

4.1 Age Requirements

The Platform is intended for Users who are at least thirteen (13) years of age. Users between the ages of thirteen (13) and seventeen (17) may only use the Platform with the verified consent and supervision of a parent or legal guardian. By creating an account, you represent and warrant that you meet the applicable age requirements and, if you are under the age of eighteen (18), that you have obtained such consent. PowerUpSkill reserves the right to suspend or terminate any account that does not comply with these requirements, at its sole discretion and without notice.

4.2 Account Accuracy

When registering for an account, you agree to provide accurate, complete, and current information. You agree to promptly update your account information to maintain its accuracy. PowerUpSkill is not responsible for any errors, miscommunications, or issues arising from inaccurate or outdated account information provided by you.

4.3 Account Security and Credentials

You are solely responsible for maintaining the confidentiality of your account login credentials, including your username and password. You agree not to share your credentials with any other person or entity. You agree to notify PowerUpSkill immediately at help.powerupskill@gmail.com if you believe your account has been compromised or accessed without authorization. PowerUpSkill is not liable for any loss or damage arising from unauthorized account access resulting from your failure to maintain credential security.

4.4 One Account Per User

Each User may maintain only one active account on the Platform. Creating multiple accounts to circumvent restrictions, retake assessments, or manipulate results is prohibited and constitutes a material violation of these Terms.

SECTION 5: ACCEPTABLE USE POLICY

5.1 Prohibited Conduct

By using the Platform, you agree that you will not engage in any of the following prohibited activities:

Assessment Integrity Violations:

- Cheating, using unauthorized materials, or obtaining assistance from any person or tool during a timed assessment;
- Sharing, distributing, publishing, or disclosing assessment questions, answers, or content with any other person or platform;
- Attempting to access, view, or obtain assessment materials before or after an authorized testing session;

Platform Misuse:

- Reverse engineering, decompiling, disassembling, or otherwise attempting to derive the source code or underlying structure of the Platform;
- Using automated bots, scrapers, crawlers, scripts, or other tools to access, copy, or extract data from the Platform without express written consent;
- Interfering with, disrupting, or overloading the Platform's infrastructure or servers;

Account and Identity Fraud:

- Sharing your account credentials with others or allowing another person to complete assessments on your behalf;
- Misrepresenting your identity, credentials, or qualifications on the Platform;
- Falsely representing the nature, validity, or scope of any Certificate issued by PowerUpSkill to any employer, institution, or third party;
- Creating, altering, forging, or misrepresenting any Certificate issued by PowerUpSkill;

General Prohibited Activities:

- Using the Platform for any unlawful purpose or in violation of any applicable local, state, national, or international law;
- Uploading or transmitting any malicious code, viruses, or harmful content;
- Engaging in harassment, abuse, or harmful conduct toward other Users or PowerUpSkill personnel.

5.2 Consequences of Violations

PowerUpSkill reserves the right, in its sole discretion, to take any or all of the following actions in response to violations of this Acceptable Use Policy:

- Immediate suspension or permanent termination of the User's account;
- Revocation of any Certificates issued to the User;
- Forfeiture of any subscription fees paid, without refund;
- Reporting of fraudulent or unlawful conduct to appropriate authorities; and/or
- Pursuit of available legal remedies, including civil or criminal action.

SECTION 6: INTELLECTUAL PROPERTY

6.1 Ownership

The Platform and all of its contents are the exclusive intellectual property of PowerUpSkill, LLC. This includes, without limitation:

- All skill assessment questions, answer choices, scoring logic, and evaluation frameworks;
- All Reports, feedback content, and AI-generated output;
- All Career Path structures, content, and milestones;
- All branding, logos, trademarks, trade names, and service marks;

- All website and application design, user interface, layout, graphics, and code;
- All proprietary systems, algorithms, and technical infrastructure; and
- All written content, educational materials, and documentation.

6.2 Limited User Rights

Subject to these Terms, PowerUpSkill grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Platform for your personal, non-commercial purposes. This license does not include the right to:

- Reproduce, copy, or distribute any Platform content without prior written authorization;
- Sell, resell, or commercially exploit any portion of the Platform or its content;
- Modify, adapt, translate, or create derivative works from any Platform content; or
- Use any PowerUpSkill branding, trademarks, or logos for any purpose without express written consent.

6.3 Use of Certificates

Upon earning a Certificate, you are granted a limited, personal, non-exclusive right to display your Certificate in its original, unmodified form for professional identification purposes — for example, on a resume, LinkedIn profile, or professional portfolio. You may not alter, edit, modify, or misrepresent any Certificate in any way. Unauthorized modification or misrepresentation of a Certificate is a material violation of these Terms and may constitute fraud.

SECTION 7: PAYMENT TERMS

7.1 Subscription Tiers

PowerUpSkill offers multiple subscription tiers, including a Free tier and one or more paid tiers (such as Pro). The features, assessment limits, and capabilities available to you depend on your current subscription tier. Full details regarding current tier features are available on the Platform's pricing page.

7.2 Billing and Payment

Paid subscriptions are billed on a recurring basis (monthly or annually, as selected at the time of purchase). By providing payment information and subscribing to a paid tier, you authorize PowerUpSkill to charge the applicable fees to your payment method on the applicable billing cycle.

You are responsible for maintaining accurate and current payment information. If a payment fails, is declined, or is otherwise not successfully processed, PowerUpSkill may attempt to reprocess the payment. If payment is not successfully completed within a reasonable period, PowerUpSkill reserves the right to suspend or terminate access to paid features until all outstanding amounts are paid in full.

If a charge is reversed or disputed through your payment provider (e.g., chargeback), PowerUpSkill reserves the right to immediately suspend the associated account pending resolution. You agree to reimburse PowerUpSkill for any fees, penalties, or costs incurred as a result of such dispute where the chargeback is found to be invalid.

7.3 Retake Fees

Certain assessment retakes may be subject to separate retake fees, as disclosed on the Platform at the time of purchase. Retake fees are non-refundable once an assessment attempt has been initiated.

7.4 Price Changes

PowerUpSkill reserves the right to modify subscription pricing, retake fees, and any other fees at any time. Users will be notified of material price changes in advance. Continued use of the Platform following a price change constitutes acceptance of the revised pricing.

7.5 Taxes

You are solely responsible for all applicable taxes, duties, and governmental fees arising from your use of the Platform and purchase of any Services. PowerUpSkill will collect and remit taxes where required by applicable law.

SECTION 8: REFUND POLICY

8.1 General Policy

Because PowerUpSkill provides access to digital Services that are immediately available upon purchase, all fees paid for subscriptions and assessments are generally non-refundable once access has been granted. This includes situations where a User has initiated, failed, or not completed an assessment after gaining access.

8.2 Exceptions

PowerUpSkill may, at its sole discretion, issue refunds in the following limited circumstances:

- You were charged in error due to a billing system error attributable to PowerUpSkill;
- You were charged for a subscription renewal after properly and timely canceling your account; or
- A technical error caused by PowerUpSkill's systems prevented you from accessing a purchased Service.

Refund requests must be submitted to help.powerupskill@gmail.com within seven (7) days of the charge. Refund decisions are made at PowerUpSkill's sole discretion.

8.3 Retake Fees

Assessment retake fees are non-refundable under all circumstances once an attempt has been initiated, regardless of outcome.

8.4 Account Termination for Violations

No refunds will be issued if your account is suspended or terminated due to violations of these Terms, including but not limited to cheating, fraud, or misuse of the Platform.

SECTION 9: CERTIFICATES AND REPRESENTATIONS

9.1 Nature of Certificates

Each Certificate issued by PowerUpSkill represents a User's demonstrated performance on a specific Skill Assessment or Career Path as administered through the Platform. Certificates are time-stamped and reflect the User's level of competency at the time the assessment was taken.

9.2 Limitations of Certificates

All Certificates issued by PowerUpSkill are subject to the following limitations:

- A Certificate reflects performance on the Platform's assessment only and does not constitute a comprehensive evaluation of a User's overall professional competence;
- Certificates may have expiration periods or may require periodic re-verification to remain current, as determined by PowerUpSkill;
- PowerUpSkill reserves the right to revoke any Certificate if it determines the assessment was completed in violation of these Terms;
- The value or recognition of a Certificate by employers, institutions, or third parties is entirely at their discretion; and
- Certificates are issued in the name of the registered account holder and may not be transferred to another individual.

9.3 Employer Due Diligence

Employers and other third parties who review PowerUpSkill Certificates as part of a hiring or evaluation process are solely responsible for conducting their own independent due diligence. PowerUpSkill makes no representations about the suitability of any candidate for any role and shall not be held liable for any hiring decision made in reliance on a Certificate or Report.

SECTION 10: LIMITATION OF LIABILITY

10.1 No Guarantee of Outcomes

PowerUpSkill expressly disclaims any and all guarantees regarding employment outcomes, hiring success, career advancement, salary outcomes, or professional recognition resulting from use of the Platform or receipt of any Certificate or Report.

10.2 Disclaimer of Warranties

THE PLATFORM AND ALL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. POWERUPSKILL DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE AT ALL TIMES.

10.3 Limitation of Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, POWERUPSKILL, LLC, ITS MEMBERS, MANAGERS, EMPLOYEES, CONTRACTORS, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE PLATFORM, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, LOSS OF EMPLOYMENT OPPORTUNITIES, OR REPUTATIONAL HARM.

10.4 Maximum Liability Cap

In no event shall PowerUpSkill's total cumulative liability to you for any and all claims arising from or related to these Terms or your use of the Platform exceed the greater of: (a) the total fees actually paid by you to PowerUpSkill in the twelve (12) months immediately preceding the claim; or (b) twentyfive dollars ($25.00 USD).

SECTION 11: INDEMNIFICATION

You agree to indemnify, defend, and hold harmless PowerUpSkill, LLC, its members, managers, officers, employees, contractors, licensors, and agents from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Your use of or access to the Platform;
- Your violation of any provision of these Terms;
- Your violation of any applicable law or regulation;
- Your misrepresentation or fraudulent use of any Certificate;
- Any content you submit, post, or transmit through the Platform; or
- Your infringement of any intellectual property or other rights of any third party.

SECTION 12: TERMINATION

12.1 Termination by PowerUpSkill

PowerUpSkill reserves the right, at its sole discretion and without prior notice, to suspend, restrict, or permanently terminate your account and access to the Platform for any reason, including but not limited to:

- Violation of any provision of these Terms;
- Cheating, fraud, or misrepresentation related to assessments or Certificates;
- Misuse, abuse, or unauthorized use of the Platform;
- Failure to pay applicable fees; or
- Any conduct that PowerUpSkill reasonably believes is harmful to the Platform, other Users, or third parties.

12.2 Termination by User

You may terminate your account at any time by contacting help.powerupskill@gmail.com or using the account closure feature within your account settings. Termination does not entitle you to any refund of previously paid fees.

12.3 Effect of Termination

Upon termination of your account for any reason, your right to access and use the Platform immediately ceases. PowerUpSkill may, but is not obligated to, retain your account data in accordance with its Privacy Policy and applicable law. Sections of these Terms that by their nature should survive termination — including Sections 6, 10, 11, and 14 — shall survive and continue in full force and effect.

SECTION 13: PRIVACY

Your use of the Platform is also governed by PowerUpSkill's Privacy Policy, which is incorporated into these Terms by reference. The Privacy Policy describes how we collect, use, store, share, and protect your personal information. By using the Platform, you consent to the data practices described in the Privacy Policy. Please review the Privacy Policy carefully at [https://powerupskill.netlify.app/privacy-policy].

SECTION 14: GOVERNING LAW AND DISPUTE RESOLUTION

14.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Tennessee, United States of America, without regard to its conflict of law principles.

14.2 Jurisdiction and Venue

Any legal action, claim, or proceeding arising out of or relating to these Terms or the Platform shall be brought exclusively in the state or federal courts of competent jurisdiction located in the

State of Tennessee. You hereby consent to the personal jurisdiction of such courts and waive any objection to such venue.

14.3 Informal Resolution

Before initiating any formal legal action, you agree to first contact PowerUpSkill at help.powerupskill@gmail.com and provide a written description of the dispute. PowerUpSkill will make a good faith effort to resolve the issue informally within thirty (30) days of receiving written notice.

SECTION 15: MODIFICATIONS TO THESE TERMS

PowerUpSkill reserves the right to update, modify, or revise these Terms at any time. When we make material changes, we will notify you by one or more of the following methods:

- Posting a notice on the Platform;
- Sending an email notification to the address associated with your account; or
- Updating the "Last Updated" date at the top of this document.

Your continued use of the Platform following notice of updated Terms constitutes your acceptance of the revised Terms. If you do not agree to the revised Terms, you must discontinue use of the Platform and may close your account.

SECTION 16: GENERAL PROVISIONS

16.1 Entire Agreement

These Terms, together with the Privacy Policy and any additional terms presented at the time of purchase or registration, constitute the entire agreement between you and PowerUpSkill regarding your use of the Platform and supersede all prior agreements, representations, and understandings.

16.2 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable under applicable law, that provision shall be modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible. The remaining provisions of these Terms shall continue in full force and effect.

16.3 Waiver

PowerUpSkill's failure to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision. Any waiver must be in writing and signed by an authorized representative of PowerUpSkill to be effective.

16.4 Assignment

You may not assign or transfer any of your rights or obligations under these Terms without the prior written consent of PowerUpSkill. PowerUpSkill may assign these Terms, or any rights hereunder, without restriction.

16.5 Contact Information

For questions, concerns, or notices regarding these Terms, please contact PowerUpSkill at:

PowerUpSkill, LLC

State of Tennessee, United States

Email: help.powerupskill@gmail.com

Website: https://powerupskill.netlify.app

By using the PowerUpSkill Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.

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