

AUTHENTIC PERSONA

Terms and Conditions of Use

Effective Date: July 1, 2026

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE OR PLATFORM. BY ACCESSING OR USING AUTHENTICPERSONA.COM, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE THIS PLATFORM.

1. Acceptance of Terms

These Terms and Conditions ("Terms") constitute a legally binding agreement between you ("User," "you," or "your") and Authentic Persona ("Company," "we," "us," or "our"), governing your access to and use of the Authentic Persona website, platform, and related services (collectively, the "Platform") located at www.authenticpersona.com.

If you are under the age of 18, you represent that your parent or legal guardian has reviewed and agreed to these Terms on your behalf. Use of this Platform by any person under the age of 13 is strictly prohibited.

Authentic Persona reserves the right to modify these Terms at any time. Continued use of the Platform following any modification constitutes your acceptance of the revised Terms.

2. Description of Services

Authentic Persona is a personal branding and self-development platform designed to serve young people between the ages of 13 and 21. The Platform provides tools including, but not limited to:

- AI-generated personal branding templates based on user-submitted questionnaire responses
- A three-video practice and feedback journey
- Access to affiliate reviewer feedback on submitted videos
- Educational resources including downloadable PDFs and instructional content
- Monthly contests and promotional opportunities

The Platform is designed for personal development, self-expression, and communication skill-building purposes only.

3. Not a Clinical or Mental Health Tool

AUTHENTIC PERSONA IS NOT A CLINICAL TOOL, THERAPEUTIC SERVICE, OR MENTAL HEALTH TREATMENT PROGRAM. NOTHING ON THIS PLATFORM CONSTITUTES OR IS INTENDED TO CONSTITUTE PSYCHOLOGICAL COUNSELING, PSYCHOTHERAPY, MENTAL HEALTH TREATMENT, MEDICAL ADVICE, OR CLINICAL INTERVENTION OF ANY KIND.

Use of this Platform does not establish a therapist-client, counselor-client, or any other clinical or professional relationship between Authentic Persona and any User.

No information submitted by Users through this Platform — including but not limited to responses to questionnaire prompts, video recordings, written notes, or any disclosures made in the course of participation — is treated as Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA) or any other applicable privacy law, regardless of the nature of the information disclosed. Users who disclose health-related information, diagnoses, mental health conditions, or other

sensitive personal details in their questionnaire responses or videos do so voluntarily and acknowledge that such disclosures are not subject to clinical confidentiality protections.

If you or someone you know is experiencing a mental health crisis, please contact the 988 Suicide and Crisis Lifeline (call or text 988) or your local emergency services. Authentic Persona is not a substitute for professional mental health care.

4. Data Privacy and Security

4.1 Data Collection

By using this Platform, you acknowledge and agree that Authentic Persona collects personal information including but not limited to your name, email address, questionnaire responses, video recordings, and usage data. This information is collected and stored to provide Platform services.

4.2 Security Efforts and Limitations

Authentic Persona makes reasonable efforts to maintain the security of User data using industry-standard technical and administrative safeguards. However, no method of electronic transmission or storage is completely secure.

WE CANNOT AND DO NOT GUARANTEE THE ABSOLUTE SECURITY OF YOUR DATA. BY USING THIS PLATFORM, YOU ACKNOWLEDGE AND ACCEPT THAT THERE IS AN INHERENT RISK OF UNAUTHORIZED ACCESS TO OR DISCLOSURE OF YOUR PERSONAL DATA. IN THE EVENT OF A DATA BREACH OR SECURITY INCIDENT, AUTHENTIC PERSONA'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND AUTHENTIC PERSONA SHALL HAVE NO OBLIGATION TO PROVIDE MONETARY COMPENSATION TO AFFECTED USERS.

4.3 Waiver of Claims

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION AGAINST AUTHENTIC PERSONA AND ITS OFFICERS, EMPLOYEES, AGENTS, AND AFFILIATES ARISING FROM OR RELATED TO ANY UNAUTHORIZED ACCESS TO, DISCLOSURE OF, OR BREACH OF YOUR PERSONAL DATA. THIS WAIVER INCLUDES BUT IS NOT LIMITED TO CLAIMS BASED ON NEGLIGENCE, BREACH OF CONTRACT, BREACH OF FIDUCIARY DUTY, OR VIOLATION OF ANY APPLICABLE PRIVACY STATUTE.

Some jurisdictions do not permit the waiver of certain rights or the limitation of liability for data breaches. In such jurisdictions, our liability shall be limited to the maximum extent permitted by law.

5. User-Submitted Content and Marketing Use

5.1 License Grant

By submitting any content to the Authentic Persona Platform — including but not limited to questionnaire responses, video recordings, written notes, comments, and any other materials (collectively, "User Content") — you grant Authentic Persona a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license to use, reproduce, display, distribute, adapt, modify, and create derivative works from such User Content for any purpose, including marketing, promotional, and commercial purposes, without further notice to or consent from you and without any obligation of compensation.

5.2 Representations and Warranties

By submitting User Content, you represent and warrant that: (a) you own or have the right to submit the content; (b) the content does not violate any third-party rights; and (c) if you are a minor, your parent or guardian has authorized such submission and the associated license grant.

5.3 Scope of Use

User Content submitted through this Platform, including video recordings, may be used by Authentic Persona in social media, advertising, websites, presentations, press materials, and any other marketing or promotional contexts. Authentic Persona will make reasonable efforts to use such content in a manner consistent with the spirit of the Platform but is not obligated to seek individual approval prior to each specific use.

6. Third-Party Tools and Services — Loom

THE AUTHENTIC PERSONA PLATFORM DIRECTS USERS TO USE LOOM, A THIRD-PARTY VIDEO RECORDING AND HOSTING SERVICE. AUTHENTIC PERSONA IS NOT AFFILIATED WITH, ENDORSED BY, OR RESPONSIBLE FOR LOOM OR ANY OTHER THIRD-PARTY SERVICE REFERENCED ON THIS PLATFORM.

Your use of Loom is governed exclusively by Loom's own Terms of Service and Privacy Policy, which are separate from these Terms. Authentic Persona makes no representations or warranties regarding Loom's security, reliability, functionality, or compliance with applicable laws. Any issues arising from your use of Loom — including but not limited to data loss, privacy breaches, technical failures, or account disputes — are solely between you and Loom. Authentic Persona shall have no liability whatsoever for any such issues.

Users are solely responsible for configuring their Loom settings appropriately, including ensuring that sharing and comment permissions are set correctly before submitting video links through the Platform.

7. Affiliate Reviewers

Authentic Persona may connect Users with independent affiliate reviewers ("Affiliates") who provide video feedback and coaching services. Affiliates are independent contractors, not employees or agents of Authentic Persona.

Each Affiliate is solely responsible for:

- Their interactions with Users, including the content and quality of feedback provided
- Maintaining active, valid professional certifications and credentials
- Complying with all ethical codes, professional guidelines, and standards of practice applicable to their professional licensure or certification
- Any conduct, statements, or advice provided in their capacity as an Affiliate

Authentic Persona does not supervise, control, or take responsibility for the actions, omissions, advice, or conduct of Affiliates. Users engage with Affiliates at their own risk. Additional terms governing the Affiliate relationship are set forth in a separate Affiliate Agreement, which Affiliates are required to execute prior to participation on the Platform.

8. Monthly Contests

8.1 Eligibility and Participation

Authentic Persona may periodically conduct monthly contests ("Contests"). Participation in any Contest constitutes full acceptance of these Contest terms. Contest submissions are made via third-party social media platforms as follows:

- Young persons (ages 13–21): submissions via TikTok and Instagram
- Parents and mentors: submissions via Facebook

Participants are responsible for complying with all applicable terms of service of the relevant social media platform. Authentic Persona is not responsible for any issues arising from social media platform policies or account requirements. Participants under the age of 18 must have explicit parental or guardian consent to participate in any Contest, including consent to submit videos publicly on social media platforms.

8.2 Selection Process

Contest entries receiving the highest number of likes on the applicable social media platform will be identified as finalists, with the top five (5) most-liked entries advancing to judge review. Authentic Persona reserves the right to disqualify entries that violate these Terms, contain inappropriate content, or are obtained through fraudulent means.

Finalist entries will be evaluated by Authentic Persona's panel of judges based on the following criteria:

- Quality and effectiveness of personal branding presentation
- Authenticity and emphasis on genuine personal strengths
- Overall communication effectiveness

ALL CONTEST DECISIONS, INCLUDING FINALIST SELECTION AND WINNER DETERMINATION, ARE FINAL AND BINDING AND ARE NOT SUBJECT TO APPEAL, CHALLENGE, OR REVIEW BY ANY PARTY.

8.3 Winner Requirements

To claim any Contest prize, the selected winner must complete a virtual interview of up to thirty (30) minutes with an Authentic Persona representative to discuss their submission. Failure to complete this interview within the timeframe specified by Authentic Persona will result in forfeiture of the prize.

By participating in a Contest and completing the winner interview, participants grant Authentic Persona an irrevocable license to use their Contest submission and winner interview recording for marketing and promotional purposes, consistent with Section 5 of these Terms.

8.4 Prizes

ALL PRIZES ARE AWARDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. AUTHENTIC PERSONA MAKES NO REPRESENTATIONS REGARDING THE VALUE, QUALITY, FITNESS, OR MERCHANTABILITY OF ANY PRIZE. AUTHENTIC PERSONA IS NOT RESPONSIBLE FOR ANY DEFECTS, ISSUES, OR PROBLEMS ASSOCIATED WITH ANY PRIZE, AND WINNERS' SOLE RECOURSE FOR ANY PRIZE-RELATED ISSUES IS WITH THE APPLICABLE PRIZE PROVIDER OR MANUFACTURER.

Prizes are non-transferable, non-exchangeable, and have no cash value unless otherwise specified. Authentic Persona reserves the right to substitute a prize of equal or greater value at its sole discretion.

9. Participation by Minors

Authentic Persona serves young people between the ages of 13 and 21. Use of this Platform by persons under the age of 13 is strictly prohibited.

For Users between the ages of 13 and 17, a parent or legal guardian must review and agree to these Terms on the minor's behalf. By permitting a minor to use this Platform, the parent or guardian agrees to these Terms and accepts full responsibility for the minor's use of the Platform, including all User Content submitted and all Contest participations.

Parents and guardians of minor Users specifically acknowledge and consent to: (a) the collection and use of their child's personal data as described in Section 4; (b) the potential use of their child's submitted content for marketing purposes as described in Section 5; and (c) their child's participation in Contests as described in Section 8.

10. Disclaimer of Warranties

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

11. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AUTHENTIC PERSONA AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE PLATFORM, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER AUTHENTIC PERSONA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions. Any dispute arising under or related to these Terms shall be resolved through binding arbitration in San Diego County, California, in accordance with the rules of the American Arbitration Association, except that either party may seek injunctive or equitable relief in a court of competent jurisdiction.

13. Severability

If any provision of these Terms is found to be unenforceable or invalid by a court of competent jurisdiction, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

14. Contact Information

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

Authentic Persona

admin@authenticpersona.com

www.authenticpersona.com