

# Terms of Service

Jounce Technologies, Inc.

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Welcome to Jounce. These Terms of Service (“Terms”) govern your access to and use of the Jounce website, mobile application, and related services (the “Platform”), operated by Jounce Technologies, Inc. (“Jounce,” “we,” “our,” or “us”). By creating an account or using our Platform, you agree to be bound by these Terms. If you do not agree, please do not use our services.

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**IMPORTANT NOTICE: These Terms contain a binding arbitration agreement and class action waiver in Section 15. Please read Section 15 carefully. By agreeing to these Terms, you agree (with limited exceptions) to resolve disputes with Jounce through individual arbitration rather than in court, and you waive your right to participate in class actions. You have the right to opt out of arbitration within 30 days of account creation — see Section 15 for details.**

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Jounce is a two-sided marketplace. Some provisions apply to Families, some to Providers, and some to both. Please read the sections relevant to your account type carefully.

Jounce's Platform is currently available to users in the United States only.

## 1. Eligibility

You must be at least 18 years of age to create an account and use our Platform. By registering, you represent and warrant that you are 18 years or older and have the legal capacity to enter into these Terms.

If you are a parent or legal guardian registering on behalf of a child, you confirm that you have full legal authority to manage that child's services and provide any information submitted through the Platform. Jounce's Platform is designed exclusively for use by parents and legal guardians on behalf of their children — children under the age of 18 are not permitted to create accounts or directly use the Platform.

## 2. Our Services

Jounce is a marketplace platform that connects families of children with developmental, behavioral, and learning support needs to independently operating, vetted professionals offering in-home therapies, support and respite care services. Jounce does not employ providers directly. All service sessions must be booked and managed through the Platform.

### 2a. Available Services

- ABA Therapy
- Behavioral Therapy
- Developmental Support
- Speech and Language Therapy

- Occupational Therapy (OT)
- Art Therapy
- Music Therapy
- Child Life Specialist Services (CCLS)
- Academic and Learning Support
- Respite Care

## **2b. Private Pay Model**

No diagnosis is required for families to access the Platform under the private-pay model. Services are available to any family with a child who has support needs.

## **2c. Insurance Billing (Phase II)**

Jounce plans to offer an optional insurance billing integration as a Phase II feature. When available, insurance billing will require a formal diagnosis and applicable ICD-10 diagnostic codes provided by a licensed healthcare provider, as required by the insurance carrier to process claims. Families will be notified in-app when this feature becomes available. Until that time, all services are private pay only.

## **2d. Jounce for Teams**

Jounce offers a B2B2C employer partnership program (“Jounce for Teams”) through which participating employers may sponsor Platform access and subsidize session costs for their employees. Families covered by Jounce for Teams may be eligible for reduced or waived booking fees, as set forth in the current Fee Schedule at [jouncein.com/schedule-fees](https://jouncein.com/schedule-fees).

## **2e. Job Posts and Provider Applications**

In addition to direct booking, families may post specific service requests (“Job Posts”) describing their needs, availability, and preferences. Providers may, at their discretion, submit applications (“Applications”) in response to Job Posts they are credentialed and available to serve. Jounce will algorithmically surface a curated set of matched Applications (typically up to three) to the requesting family, who may then select a Provider to book. Submitting an Application does not guarantee selection or booking.

Job Posts and Applications are part of Platform access and do not modify the fees set forth in Section 4 or the Fee Schedule. Job Post content should describe the type of support needed, scheduling preferences, and general context. Families should not include diagnoses, medical history, treatment details, or other Protected Health Information in Job Post text fields. Sensitive health information is collected separately at the booking and intake stage, where HIPAA safeguards apply. Jounce reserves the right to determine match criteria and surfacing logic, and to update them from time to time.

## **3. User Accounts**

When creating an account, you agree to:

- Provide accurate, current, and complete information and keep it up to date.
- Maintain the confidentiality of your account credentials and be solely responsible for all activity under your account.
- Notify Jounce immediately at [support@jouncein.com](mailto:support@jouncein.com) of any unauthorized access to or use of your account.
- Not share your account or credentials with any third party.
- Not create multiple accounts for deceptive purposes, including evading suspensions or manipulating reviews.

## 4. Fees, Payments, and Billing

### 4a. Merchant of Record

Jounce Technologies, Inc. is the merchant of record for all transactions processed through the Platform. Customers will see “JOUNCE” on their credit card or bank statements. All payments are processed securely through Stripe, Inc. (“Stripe”), a PCI-DSS Level 1 certified payment processor. Stripe's terms apply in addition to these Terms where Stripe services are used.

### 4b. Fee Schedule

Fees that apply to families and providers — including booking fees, subscription fees, platform fees, processing fees, and payout options — are set forth in the Jounce Fee Schedule, available at [jouncein.com/schedule-fees](https://jouncein.com/schedule-fees) and incorporated by reference into these Terms. By using the Platform, you agree to the fees as set forth in the current Fee Schedule.

Jounce may update the Fee Schedule from time to time. Material changes will be communicated by email or in-app notification at least 30 days before they take effect. Changes to the Fee Schedule do not apply to sessions booked before the effective date. Promotional rates may be offered from time to time at Jounce's discretion.

### 4c. Family Accounts

Families join the Platform free of charge and pay a per-session booking fee at the time of booking, as set forth in the Fee Schedule. Sessions qualify as HSA/FSA-eligible medical expenses where applicable; families are responsible for confirming eligibility with their plan administrator. Jounce provides itemized receipts suitable for HSA/FSA submission.

### 4d. Provider Accounts

Providers access the Platform through a monthly subscription, as set forth in the Fee Schedule. New providers receive a free trial period as specified in the Fee Schedule. Subscription fees are billed in advance and renew automatically unless canceled. Providers may cancel at any time through account settings; cancellations take effect at the end of the current billing period. No prorated refunds are issued for partial subscription periods.

In addition to the subscription fee, Jounce collects a platform fee from each completed session, as set forth in the Fee Schedule. Stripe payment processing fees also apply and are absorbed by the provider per marketplace convention. All fees are shown as line items on provider payouts.

#### **4e. Payment Timing and Payouts**

When a family books a session, Jounce authorizes the family's payment method at the time of booking or prior to the session. Funds are captured at session completion, subject to a 24-hour confirmation window during which either party may raise a dispute. Upon successful capture, provider earnings (net of platform fee and processing fees) are transferred to the provider's connected Stripe account.

Providers receive standard payouts approximately 2 business days after session completion. Providers may opt into Instant Payout for faster access to earnings, subject to the fee set forth in the Fee Schedule.

#### **4f. HSA/FSA Eligibility**

Many services offered through Jounce qualify as eligible medical expenses under IRS guidelines for Health Savings Accounts (HSA) and Flexible Spending Accounts (FSA). Families are responsible for confirming eligibility with their plan administrator. Jounce provides payment receipts suitable for HSA/FSA reimbursement but makes no guarantee of coverage determination by any specific plan.

#### **4g. Insurance Billing (Phase II)**

When Jounce enables insurance billing functionality, families who wish to use insurance must:

- Provide a formal diagnosis for their child from a licensed healthcare provider, including applicable ICD-10 diagnostic codes, as required by the insurance carrier for claims processing.
- Provide valid insurance information including carrier name, member ID, and group number.
- Confirm that the selected provider and service type are covered under their plan prior to booking.

Jounce is not responsible for coverage determinations, claim denials, or changes in insurance eligibility. Families are encouraged to verify coverage directly with their insurance carrier before booking sessions under the insurance billing model. The private-pay model remains available to all families regardless of insurance status or diagnosis.

## **5. Cancellations, Refunds, and Disputes**

### **5a. Family Cancellations**

- More than 24 hours before the session: Full refund of the session fee and booking fee.

- Within 24 hours of the session: 50% of the session fee is retained as a cancellation fee; the booking fee is refunded.
- No-show: If the family does not arrive for the session or provide access to the home at the scheduled time, the provider may charge 100% of the session fee at their discretion.

### **5b. Provider Cancellations**

When a provider cancels a scheduled session for any reason, the family receives a full refund of both the session fee and the booking fee, regardless of timing.

Jounce tracks provider cancellation events through a provider reliability system. Providers who cancel within 24 hours of a session, or who fail to arrive for a session (“no-show”), accrue strikes on a rolling 90-day window:

- 1–2 strikes in 90 days: Informational — provider remains in good standing.
- 3 strikes in 90 days: Provider account flagged for review; Jounce may require follow-up before new bookings can be accepted.
- 5 or more strikes in 90 days: Grounds for suspension or removal from the Platform at Jounce's discretion.

Cancellations due to documented emergencies, severe weather, or similar events outside the provider's reasonable control may be excluded from strike counts at Jounce's discretion. Providers may view their current standing at any time through their dashboard.

### **5c. Make-Good Credits**

At Jounce's discretion, families affected by a provider cancellation may receive a platform-funded credit applied toward a future session. Make-good credits are offered as a goodwill gesture, are not guaranteed, and do not constitute an admission of fault on the part of the provider.

### **5d. Disputes Between Families and Providers**

In the event of a dispute between a family and a provider regarding a session, the parties agree to first attempt resolution directly and in good faith. If resolution is not reached, either party may submit the dispute to Jounce support at [support@jouncein.com](mailto:support@jouncein.com). Jounce will review available platform records — including booking history, payment records, and any communications sent through Platform messaging — and issue a non-binding determination within 5 business days. Because Jounce does not hold clinical session notes or treatment records, either party may voluntarily provide additional documentation to support their position. Jounce's determination may include a full or partial refund, a make-good credit, or no action.

Disputes between a user and Jounce are governed by Section 15 (Arbitration Agreement).

### **5e. Chargebacks**

Users agree to contact Jounce at [support@jouncein.com](mailto:support@jouncein.com) to resolve payment disputes before initiating a chargeback with their card issuer. Chargebacks initiated without first attempting to

resolve the issue through Jounce may be contested, and repeated chargeback activity may result in account suspension.

## 6. Provider Terms

Providers on the Jounce Platform operate as independent contractors, not employees of Jounce. Providers are also subject to a separate Provider Agreement (including a HIPAA Business Associate Agreement where applicable), which is incorporated into these Terms by reference.

By registering as a Provider, you agree to:

- Maintain all required professional licenses, certifications, and credentials in active, valid standing in each state where you provide services.
- Consent to Jounce's credentialing and background verification process prior to activation on the Platform (see Section 7).
- Comply with all applicable federal, state, and local laws governing your professional practice, including but not limited to HIPAA where applicable.
- Carry appropriate professional liability (E&O) insurance as required by your professional license and applicable state law.
- Provide services only within the scope of your licensed practice and only for services listed in your Jounce profile.
- Notify Jounce immediately of any disciplinary action, license suspension, revocation, or material change in credential status.
- Not solicit families met through the Platform to transact outside the Platform, or otherwise circumvent the Platform's fee structure.

Jounce is not a staffing agency. The provider relationship with families is direct and independent. Jounce provides the platform infrastructure, matching, scheduling, credentialing support, and payment processing only.

## 7. Credentialing and Background Checks

All providers undergo a credentialing review before activation on the Platform. Jounce applies a tiered credentialing framework based on provider type and licensure status.

### 7a. Credential and Licensed Providers

Providers holding an active state professional license — including BCBA's (with state LBA licensure where required, such as in New York and New Jersey), speech-language pathologists, occupational therapists, behavioral and developmental specialists, art and music therapists, educators, and child life specialists — are credentialed through Jounce's automated license verification system. Active licensure serves as the credentialing standard for these providers. Jounce verifies credentials with applicable state licensing boards and national certification

bodies and continuously monitors credential status. Provider Platform access will be suspended upon expiration, revocation, or suspension of a required license.

### **7b. Respite Care Providers — Background Checks**

Respite Care, Home Health Aide (HHA), and Personal Care Aide (PCA) providers are not required to hold a state professional license. As such, all such providers must complete a comprehensive background check before activation on the Platform. Background checks are processed through Checkr, Inc., Jounce's FCRA-compliant screening partner, and include at minimum:

- Multi-state criminal database search
- County-level criminal records searches
- National Sex Offender Registry check
- Applicable state child abuse and neglect registry checks
- Social Security Number trace and identity verification
- OIG Exclusion List check
- Global watchlist screening

Background checks expire 365 days after the date of clearance and must be renewed annually to maintain active Platform status. Providers whose background check is expired cannot accept new bookings until renewal is complete. The cost of the background check is the responsibility of the Respite Care provider.

### **7c. Your FCRA Rights**

Background checks conducted through Checkr are “consumer reports” subject to the Fair Credit Reporting Act (FCRA, 15 U.S.C. § 1681 et seq.). As a provider undergoing a background check, you have the right to provide consent before the check is initiated, request a copy of your report, dispute inaccuracies directly with Checkr, and receive pre-adverse and adverse action notices if an employment-related decision is made based on the report. Full details regarding your FCRA rights are provided in Jounce's Privacy Policy at [jouncein.com](https://jouncein.com).

### **7d. Limits of Credentialing**

Credentialing is one layer of Jounce's provider vetting process and is not a guarantee of provider conduct or quality of care. Jounce is not liable for harm arising from background check or credentialing information that was inaccurate, incomplete, or unavailable at the time of third-party verification, provided Jounce has complied with its credentialing policies in good faith.

## **8. User Conduct**

All users agree not to:

- Misuse the Platform, including attempting to access unauthorized areas or circumvent security measures.
- Harass, threaten, or harm any other user, provider, or Jounce staff member.

- Impersonate another person or entity, or provide false or misleading information.
- Contact providers or families outside the Platform to circumvent fees or bookings.
- Interfere with the operation, integrity, or security of the Platform.
- Upload or transmit any content that is unlawful, defamatory, obscene, or violates the rights of any third party.
- Use the Platform for any unlawful purpose.
- Engage in discriminatory conduct, including refusing services on the basis of race, religion, sex, gender identity, sexual orientation, disability, or other protected characteristics.
- Submit Job Posts containing false, misleading, or fraudulent service requests, or post on behalf of someone other than yourself or your child.
- Submit Applications that misrepresent the Provider's credentials, availability, or willingness to perform the requested service.
- Use Job Posts or Applications to circumvent Platform fees or solicit transactions outside the Platform.

## 9. Communications Consent

By creating an account, you consent to receive communications from Jounce by email, SMS text message, phone, and push notification related to your use of the Platform, including:

- Transactional communications: booking confirmations, session reminders, payment receipts, cancellations, and account security alerts. You cannot opt out of these while your account is active.
- Service communications: updates to these Terms, Privacy Policy, and Fee Schedule; changes to Platform features; and compliance-related notices.
- Marketing communications: promotional content, new feature announcements, and newsletters. You may opt out of these at any time by clicking the unsubscribe link in any marketing email or by updating your communication preferences in account settings.

Standard message and data rates may apply to SMS communications. Message frequency varies based on your use of the Platform. Text HELP for support information or STOP to opt out of SMS communications (note: opting out of SMS will disable SMS-based session reminders).

## 10. Content and Intellectual Property

### 10a. Jounce's Intellectual Property

All Platform content — including text, graphics, logos, trademarks, software, and design elements — is owned by or licensed to Jounce Technologies, Inc. You may not reproduce, distribute, modify, or create derivative works from any Platform content without prior written permission from Jounce. The Jounce name and logo are brand assets of Jounce Technologies, Inc. and unauthorized use is prohibited.

## 10b. User-Submitted Content

Content you submit to the Platform — including profile information, reviews, messages sent through Platform messaging, Job Posts, Applications, and similar communications — remains your property. By submitting content, you grant Jounce a worldwide, non-exclusive, royalty-free license to use, store, display, reproduce, and distribute such content solely as necessary to operate, improve, and promote the Platform. Provider profile content (including business name, service descriptions, and professional photos) may be used in Jounce marketing materials; providers may revoke this license for marketing use at any time by contacting support@jouncein.com.

Clinical documentation — including session notes, treatment plans, and similar records generated by providers in the course of delivering services — is maintained by the individual provider in their own systems and is not submitted to or stored by Jounce. This documentation remains the property of the provider and the family, subject to applicable professional and legal obligations, and is not covered by the license described above.

## 10c. Feedback

If you provide Jounce with feedback, suggestions, or ideas about the Platform, you grant Jounce a perpetual, irrevocable, royalty-free license to use that feedback without obligation to you.

## 11. Privacy

Your use of the Platform is governed by Jounce's Privacy Policy, available at [jouncein.com/privacy](https://jouncein.com/privacy) and incorporated herein by reference. By using the Platform, you consent to the collection, use, and disclosure of your information as described in the Privacy Policy. The Privacy Policy describes, among other things, how Jounce handles Protected Health Information (PHI) under HIPAA, how background check information is processed, and your rights as a user.

## 12. Disclaimers

**THE PLATFORM IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. To the fullest extent permitted by applicable law, Jounce makes no warranties, express or implied, regarding the Platform or any services provided through it, including without limitation warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, or uninterrupted availability.**

Jounce does not provide medical, therapeutic, diagnostic, or other professional advice. Providers on the Platform are independent contractors responsible for the services they deliver. Nothing on the Platform should be construed as a recommendation of any particular provider, treatment, or course of action. Families are responsible for verifying provider qualifications and for their own decisions regarding care.

Jounce does not guarantee the availability of specific providers, session times, or service outcomes. The Platform may be unavailable from time to time due to maintenance, updates, or circumstances beyond Jounce's control.

### 13. Limitation of Liability

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JOUNCE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES — INCLUDING LOSS OF DATA, REVENUE, PROFITS, OR GOODWILL — ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE PLATFORM, EVEN IF JOUNCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**JOUNCE'S TOTAL LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE PLATFORM SHALL NOT EXCEED THE GREATER OF (a) THE TOTAL FEES PAID BY YOU TO JOUNCE IN THE 3 MONTHS PRECEDING THE CLAIM, OR (b) ONE HUNDRED U.S. DOLLARS (\$100.00). The limitations in this Section apply whether the claim is based in contract, tort, negligence, strict liability, or otherwise, and apply even if a limited remedy fails of its essential purpose.**

Some jurisdictions do not allow the exclusion or limitation of certain damages, so the above limitations may not apply to you in whole or in part.

### 14. Indemnification

#### 14a. By Families

Families agree to indemnify, defend, and hold harmless Jounce Technologies, Inc., its affiliates, and their respective officers, directors, employees, and agents from and against any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to: (i) your use of the Platform; (ii) your violation of these Terms; (iii) your violation of any third-party right; or (iv) your interactions with any provider outside the Platform.

#### 14b. By Providers

Providers agree to indemnify, defend, and hold harmless Jounce Technologies, Inc., its affiliates, and their respective officers, directors, employees, and agents from and against any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to: (i) the services you provide to families; (ii) any act or omission in connection with such services; (iii) your breach of professional licensing requirements or applicable law; (iv) your violation of these Terms or the Provider Agreement; or (v) any claim that your services caused injury, damage, or loss. Providers acknowledge that Jounce is not responsible for services delivered by providers and that providers' professional liability insurance is intended to cover such claims.

### 15. Arbitration Agreement and Class Action Waiver

**PLEASE READ THIS SECTION CAREFULLY. IT REQUIRES YOU TO RESOLVE DISPUTES WITH JOUNCE THROUGH BINDING INDIVIDUAL ARBITRATION RATHER THAN IN COURT AND WAIVES YOUR RIGHT TO PARTICIPATE IN CLASS OR REPRESENTATIVE ACTIONS. YOU MAY OPT OUT WITHIN 30 DAYS — SEE SECTION 15d.**

#### **15a. Agreement to Arbitrate**

Except as set forth in Section 15e below, you and Jounce agree that any dispute, claim, or controversy arising out of or relating to these Terms, the Platform, or your relationship with Jounce (a “Dispute”) shall be resolved exclusively through final and binding individual arbitration, rather than in court. This arbitration agreement is governed by the Federal Arbitration Act.

#### **15b. Arbitration Procedures**

Arbitration will be administered by JAMS under its applicable rules (or another mutually agreed-upon arbitration provider). Arbitration will be conducted in the English language. Unless you and Jounce agree otherwise, the arbitration will take place in the county where you reside or by video/telephonic means. The arbitrator’s decision will be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

For claims of \$10,000 or less, you may elect to have the arbitration conducted by telephone, video, or based solely on written submissions. For claims where you are the claimant, Jounce will pay all arbitration filing fees and administrative costs in excess of what you would have paid to file the claim in court, except where the arbitrator determines a claim is frivolous.

#### **15c. Class Action Waiver**

**YOU AND JOUNCE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING.**

Unless both you and Jounce agree otherwise, the arbitrator may not consolidate claims of more than one person and may not preside over any form of representative or class proceeding.

#### **15d. 30-Day Opt-Out Right**

You have the right to opt out of this arbitration agreement by sending written notice to Jounce within 30 days of first accepting these Terms. To opt out, email [legal@jouncein.com](mailto:legal@jouncein.com) with the subject line “Arbitration Opt-Out” and include your full name, account email, and a clear statement that you wish to opt out of arbitration. If you opt out, you may still use the Platform, but disputes will be resolved in court as set forth in Section 18 rather than through arbitration. Opting out of this arbitration agreement will not affect any other provisions of these Terms.

#### **15e. Exceptions**

Notwithstanding the foregoing, either party may: (i) bring an individual action in small claims court; (ii) pursue enforcement actions, validity determinations, or claims arising from or relating

to theft, piracy, or unauthorized use of intellectual property in a court of competent jurisdiction; and (iii) seek injunctive relief in a court of competent jurisdiction to prevent actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

#### **15f. Survival**

This Section 15 will survive the termination of your relationship with Jounce.

### **16. Termination**

Jounce reserves the right to suspend or terminate any account, with or without notice, for violation of these Terms, fraudulent activity, safety concerns, or conduct that is harmful to other users or the Platform. Users may cancel their account at any time through account settings or by contacting support@jouncein.com.

Upon termination:

- Your right to access and use the Platform will cease immediately.
- Bookings scheduled but not yet completed will be handled in accordance with the cancellation policy in Section 5.
- Provider subscription fees for the current billing period are non-refundable.
- Data retention is governed by the Privacy Policy.

Termination does not affect any rights or obligations that arose prior to the termination date. Sections of these Terms that by their nature should survive termination will survive (including Sections 10, 11, 12, 13, 14, 15, 17, and 18).

### **17. Changes to These Terms**

Jounce reserves the right to modify these Terms at any time. Material changes will be communicated via email or in-app notification at least 14 days before taking effect. Your continued use of the Platform after the effective date of updated Terms constitutes acceptance of the revised Terms. The "Last Updated" date at the top of these Terms indicates when the most recent changes were made.

If you do not agree to revised Terms, you must stop using the Platform and cancel your account before the revised Terms take effect.

### **18. Governing Law and Venue**

These Terms are governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles. Subject to the Arbitration Agreement in Section 15, any legal action or proceeding arising under these Terms shall be brought exclusively in the state or federal courts located in Delaware, and you hereby consent to personal jurisdiction and venue in such courts.

For matters arising in connection with services rendered in a particular state, applicable state consumer protection and professional licensing laws of that state shall also apply.

## **19. General Provisions**

### **19a. Entire Agreement**

These Terms, together with the Privacy Policy, the Fee Schedule, and — for providers — the Provider Agreement, constitute the entire agreement between you and Jounce regarding your use of the Platform, and supersede all prior agreements and understandings.

### **19b. Severability**

If any provision of these Terms is found to be invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, or if modification is not possible, severed, and the remaining provisions shall continue in full force and effect. The class action waiver in Section 15c is non-severable; if it is found invalid or unenforceable, the entire Arbitration Agreement in Section 15 shall be null and void.

### **19c. No Waiver**

Jounce's failure to enforce any right or provision of these Terms will not constitute a waiver of that right or provision.

### **19d. Assignment**

You may not assign or transfer these Terms, by operation of law or otherwise, without Jounce's prior written consent. Jounce may freely assign or transfer these Terms without restriction, including in connection with a merger, acquisition, reorganization, or sale of assets.

### **19e. Force Majeure**

Jounce shall not be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including acts of God, natural disasters, pandemics, government actions, labor disputes, internet or telecommunications failures, or third-party service outages.

### **19f. Electronic Communications and E-SIGN Consent**

By using the Platform, you consent to receive communications from Jounce in electronic form. You agree that all agreements, notices, disclosures, and other communications that Jounce provides to you electronically satisfy any legal requirement that such communications be in writing, including under the federal Electronic Signatures in Global and National Commerce Act (E-SIGN Act) and comparable state laws. Your electronic acceptance of these Terms constitutes a binding signature.

### **19g. Notices**

Jounce may provide notices to you by email to the address associated with your account or by posting within the Platform. You must provide formal notices to Jounce by email to [legal@jouncein.com](mailto:legal@jouncein.com), with a copy to [support@jouncein.com](mailto:support@jouncein.com). Notices are effective when sent.

### **19h. Relationship of Parties**

These Terms do not create a partnership, joint venture, employment, or agency relationship between you and Jounce, or between any family and any provider. Providers are independent contractors and are solely responsible for their services.

## **20. Contact Us**

Questions or concerns about these Terms? Please contact us:

- General support: [support@jouncein.com](mailto:support@jouncein.com)
- Legal notices: [legal@jouncein.com](mailto:legal@jouncein.com)
- Website: [jouncein.com](http://jouncein.com)

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