

TERMS OF USE

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1. INTRODUCTION – CONTRACTUAL NATURE OF TERMS

Please read these Terms of Use (“Terms”) carefully before using any online services (including, without limitation, our website, any online services, software, or mobile apps) (“**Service**”) provided by National Debt Relief, LLC (“**Company**”, “**we**”, or “**us**” or “**our**”). By visiting or otherwise using the Service in any manner, you agree to be bound by the then posted Terms and any applicable Additional Terms (defined below), which are contractual in nature, and you represent that you have read, understand and agree to them. You also acknowledge, agree, and consent to our data practices, which include our right to use and disclose all information provided by or collected from you in any manner as described in our [**Privacy Policy**](#)

These Terms affect your legal rights, responsibilities and obligations and govern your use of the Service, are legally binding, limit the Company’s liability to you, and require you to indemnify us and to settle certain disputes through individual arbitration. **If you do not wish to be bound by these Terms and any Additional Terms, do not use the Service and uninstall Service downloads and applications.**

Additional Terms

In some instances, additional or different terms, posted on the Service, apply to your use of certain parts of the Service (individually and collectively “**Additional Terms**”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

Eligibility

This Service is intended for individuals who are residents of the United States, District of Columbia, and applicable territories and possessions, who are at least eighteen (18) years of age, and any access by individuals who are under the age of 18 is in violation of these Terms of Use. If you are under 18, please exit this site now. By using the Service, you represent that you are a resident of the United States, District of Columbia, and applicable territories, and 18 years of age or older, and that you agree to abide by all of the terms and conditions of these Terms of Use. Unauthorized use of the Service, including unauthorized access of National Debt Relief’s systems and misuse of passwords or Service information is strictly prohibited. If you violate any of these Terms of Use or any other agreement between you and National Debt Relief, then National Debt Relief may restrict, suspend, or terminate your access to any portion or all of the Service without notice.

Updates to these Terms and Additional Terms

We may prospectively change these Terms and Additional Terms by posting new or changed terms on the Service as more fully explained [here](#)

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2. OWNERSHIP AND YOUR RIGHTS TO USE THE SERVICE AND CONTENT.

A. Ownership. The Service and all of its content, including, without limitation, any and all information, text, graphics, photos, audio, video, software, data, compilations, music, sound, code (including source code and object code), user interfaces, visual interfaces, logos, designs, "look and feel," layout, and all other forms of information or data, whether digital or otherwise, appearing on or available through the Services (“**Content**”), including all copyrights, patents, trademarks, service marks, trade names, graphics, logos, images, software, and all other intellectual property rights therein (“**Intellectual Property**”), are owned or controlled by the Company, our licensors, and certain other third parties. All right, title, and interest in and to the Content and Intellectual Property available via the Service is the property of the Company, our licensors, or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent, and/or other intellectual property and unfair competition rights and laws to the fullest extent possible. The Company owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Service. Any copying, redistribution, use or publication by you of any Content or any part of the Service is prohibited, except as otherwise provided under the Terms or Additional Terms. Under no circumstances will you acquire any ownership rights or other interest in any Content by or through your use of the Service.

B. Your Rights to Use the Service and Content.

(i) Your right to access and use the Service and Content is subject to your strict compliance with these Terms and the Additional Terms. Your right to access and use the Service and the Intellectual Property shall automatically terminate upon your violation of any Terms or Additional Terms. These rights are non-exclusive, limited, and revocable by us at any time in our sole discretion without advance notice or liability. As your right to access and use the Service and the Content is personal to you, you may not assign or transfer your rights; any attempt to do so is void. You may, for your personal, non-commercial, lawful use only (collectively, the following are the “**Company Licensed Elements**”):

(1) Display, view, use, and play the Content on a computer, mobile, or other internet enabled or permitted device (“**Device**”) and/or print one copy of the Content (excluding source and object code in raw form or otherwise) as it is displayed to you;

(2) Download, install and use one copy of any software, including apps, that we make available on or through the Service (“**Software**”) on your Device in machine-executable object code form only and make one additional copy for back-up purposes; provided, however, that you understand and agree that (i) by allowing you to download the Software, the Company does not transfer title to the Software to you (i.e., you own the medium on which the Software is recorded, but the Software's owner (which may be the Company and/or its third-party Software licensor) will retain full and complete title to such Software); (ii) you may not copy, modify, adapt, translate into any language, distribute, reverse-engineer, or create derivative works based on the Software, except as expressly authorized in these Terms or applicable Additional Terms, without the prior written consent of the Company; (iii) you may not assign, rent, lease, or lend the Software to any person or entity and any attempt by you to sublicense, transfer, or assign the Software will be void and of no effect; and (iv) you may not decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Software by any means whatsoever, except to the extent the foregoing restriction is prohibited by applicable law;

(3) If made available to you, obtain a registered personal account (and/or related username and password) on the Service and interact with the Service in connection therewith;

(4) Link to the Service from a website or other online service, so long as: (a) the links only incorporate text, and do not use any Company names, logos, or images, (b) the links and the content on your website do not suggest any affiliation with the Company or cause any other confusion, and (c) the links and the content on your website do not portray the Company or its products or services in a false, misleading, derogatory, or otherwise offensive manner, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third-party or are otherwise objectionable to the Company. The Company reserves the right to suspend or prohibit linking to the Service for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third-party; and

(5) Use any other functionality expressly provided by the Company on or through the Service for use by users, subject to these Terms (including, without limitation, functionality to create and/or post User-Generated Content (as defined below)) and any applicable Additional Terms.

C. Rights of Others. In using the Service, you must respect the intellectual property and rights of others and the Company. Your unauthorized use of Content may violate the rights of others and applicable laws, and may result in your civil and criminal liability. If you believe that your work has been infringed via the Service, see [Section 7](#) below.

D. Reservation of all Rights Not Granted as to Content and Service. These Terms and any applicable Additional Terms include only narrow, limited grants of rights to use and access the Service and Content. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to you are reserved by the Company and its licensors and other third parties. Any unauthorized use of any Content or the Service for any purpose is prohibited.

E. Third-Party Services. We are not responsible for third parties or their content, advertisement(s), apps or sites. For instance, portions of the Service may be integrated into or linked to third-party sites, platforms and apps that we do not control (“Third-Party Services”). Similarly, we may make ads and third-party content or services, which we also may not control, available to you on or via our Service. This may include the ability to register or sign in to our Services using third-party tools, and to post content on third-party sites and services using their plug-ins made available on our Services. Use caution when dealing with third parties and consult their terms of use and privacy policies. We take no responsibility for third-party services. If you are accessing or using the Service through Apple, Android, or any other platform, these are Third-Party Services.

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3. OUR COMMUNICATIONS WITH YOU

We may contact or interact with you using information you share with us, to offer products and services or other information that we believe may interest you, or to answer questions you have about such products and services. This Section of the Terms addresses communications with you.

A. Your Consent to Receive Communications. By sharing your personal information with the Company, including your name, address, telephone numbers or other personally identifiable information, you expressly agree that the Company may contact you by way of communications described below, subject to applicable law. Your consent to these communications however, is not a requirement to purchasing the Company's goods or services. Thus, you may purchase services without providing your personal information to us through the Service and without giving your consent by calling the Company at (800) 300-9550.

(i) Telephone Calls. You expressly agree to receive promotional, marketing, and informational communications from the Company by telephone call, including calls made using an automatic telephone dialing system, prerecorded voice, artificial voice, AI voicebot, or ringless voicemail. These communications are referred to collectively in this Section as "Auto Dialed Communications."

Your consent applies even if your telephone number is listed on any state, federal, or corporate Do Not Call list. Your consent to receive Auto Dialed Calls is not a condition of purchasing any goods or services from the Company. You may purchase services without providing consent to receive Auto Dialed Calls by calling the Company at (800) 300-9550.

(ii) MMS/SMS Text Messages Terms & Conditions. You expressly agree to receive informational SMS text messages from National Debt Relief, including messages relating to account servicing, multi-factor authentication, and other non-marketing informational communications, including recurring messages. Message frequency varies. Message and data rates may apply for any messages sent to you from us and to us from you. If you have any questions about your text plan or data plan, Text HELP for information or call 888-989-0023. Text STOP to stop. After you send the message "STOP," we will send you a reply message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time, and we will start sending messages to you again. Your consent is not a requirement to purchasing the company's goods or services.

Carriers are not liable for delayed or undelivered messages.

These Terms & Conditions apply to SMS messages sent through short codes: 20702, 57139, 57479, telephone number, or sender ID used by us to send SMS messages to you.

If you need assistance or forget which keywords are supported, text HELP to any message you receive from us. After you send HELP, we will respond with instructions on how to use the service and how to unsubscribe.

(iii) Email You expressly agree to receive promotional, marketing, and informational communications from the Company by email. Your consent to receive email communications is not a condition of purchasing any goods or services from the Company. You may purchase services without providing consent to receive email communications by calling the Company at (800) 300-9550.

B. Opting Out of Calls, Messaging, and Emails

(i) Telephone Calls; Emails. You may withdraw your consent to receive telephone calls or emails from us by sending an email to optoutrequest@nationaldebtrelease.com with the subject line “Withdraw Call Consent” or “Withdraw Email Consent,” specifying which form of communication you no longer wish to receive, and including your full name, US Postal Address, email address, and telephone number in the body of the email. Your withdrawal of consent will be effective only after we have had a reasonable period of time to process your request.

(ii) SMS/MMS. You may revoke your consent to receive SMS or MMS messages from us at any time by replying STOP to any message you receive from us. After you send STOP, we will send you a confirmation message and you will no longer receive SMS or MMS messages from that messaging program.

C. Chat

As part of the Service, the Company may make an interactive online chat (“Chat”) service available to you. By sharing your personal information with the Company via Chat, you are also expressly agreeing to receive communications from us as described in Section 3.A., above.

The Chat service is provided as a convenience. The Company makes no warranty that the Chat service will be available at any particular time or be free of fault or error. Chat service agents will try to provide you with accurate and current information based on your question or need. Nothing the Company communicates in the Chat service will be considered a legal agreement, representation, or warranty as to our products, services, processes, decisions, or response times.

If you are under the age of 13 years old, you must not use the Chat service and you must leave the Site.

During your use of the Chat service, you may interact with a bot, chatbot, virtual assistant, virtual concierge, or other non-human or artificial intelligence (AI) agent, including those operated by third parties (each, a “Chatbot”). The Company will disclose the use of the Chatbot to the extent required by applicable law. When you engage with the Chatbot, the Chatbot session and any information you provide will be monitored, recorded and retained by the Company and/or third parties and you hereby agree to such activities.

Please refer to the Company’s Privacy Policy and other applicable notices for information about how NDR may process and share personal information obtained in relation to using the Chat service. See [Privacy Policy](#).

You agree not to use the Chat service to send any abusive, defamatory, dishonest, or obscene message, and doing so may result in termination of the Chat service session. Without prejudice or limitation to the foregoing responsibilities, NDR reserves the right to suspend or terminate access to and use of the Chat service in its sole and absolute discretion.

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D. Recording of Communications

All communications with the Company — including phone calls, video calls, and chat sessions — may be recorded for quality assurance, training, security, and compliance purposes, and by using the Service you hereby consent and agree to the recording of such communications. If you do not wish to be recorded, you must inform the Company’s agent at the beginning of the communication. Otherwise, your continued interaction with the Company’s agent will be deemed to be your continued consent for the communication to be recorded. For more information regarding how we use recorded communications and your rights regarding such communications, see the Company’s [Privacy Policy](#).

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4. CONTENT YOU SUBMIT AND COMMUNITY USAGE RULES.

A. User-Generated Content.

(i) General. The Company may now, or in the future, offer users of the Service the opportunity to create, build, post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Service, or on or in response to our pages or posts on any third-party platforms or in connection with any of our promotions by any media or manner, or otherwise submit to us (*e.g.*, on our Instagram or other social media pages, in response to our tweets, through a sweepstakes or contest, or by otherwise sending it to us) (collectively, “**submit**”) messages, text, illustrations, files, images, graphics, photos, comments, responses, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personal or personally identifiable information, or other information or materials and the ideas contained therein (collectively, but excluding Company Licensed Elements included therein, “**User-Generated Content**” or “**UGC**”). You may submit UGC through your profile, forums, blogs, message boards, social networking environments, content creation and posting tools, gameplay, social communities, contact us tools, email, and other communications functionality. Except to the extent of the rights and license you grant in these Terms and, subject to any applicable Additional Terms, you retain whatever legally cognizable right, title, and interest that you have in your UGC.

(ii) Non-Confidentiality of Your User-Generated Content. Except as otherwise described in the Service’s posted [Privacy Policy](#), or any applicable Additional Terms, you agree that (a) your UGC will be treated as non-confidential and non-proprietary by us – regardless of whether you mark them “confidential,” “proprietary,” or the like – and will not be returned, and (b) to the maximum extent not prohibited by applicable law, the Company does not assume any obligation of any kind to you or any third-party with respect to your UGC. Upon request, you will provide documentation necessary to authenticate rights to such content and verify your compliance with these Terms or any applicable Additional Terms. You acknowledge that the Internet and mobile communications may be insecure and subject to breaches of security; accordingly, you acknowledge and agree that your UGC is submitted at your own risk.

In your communications with the Company, we may seek your ideas for materials, products or services, or even suggested improvements to or designs for products or services (“**User Ideas and Materials**”). Any User Ideas and Materials you submit, whether solicited by us or submitted by you, unsolicited, are deemed UGC and licensed to us as set forth below. In addition, the Company retains all of the rights held by members of the general public with regard to such User Ideas and Materials. The Company’s receipt of User Ideas and Materials is not an admission by the Company of their novelty, priority, or originality, and it does not impair the Company’s right to contest existing or future intellectual property rights relating to User Ideas and Materials.

(iii) License to Company of Your UGC. Except as otherwise described in any applicable Additional Terms (such as a promotion’s official rules), which specifically govern the submission of your UGC, or in our [Privacy Policy](#), you hereby grant the Company, the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your UGC (and derivative works thereof), for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. Without limitation, the granted rights include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such UGC and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any UGC for any purposes whatsoever, including developing, producing, marketing, and selling products and/or services for the Company’s pecuniary benefit. You understand that in exercising such rights, metadata, notices, and content may be removed or altered, including copyright management information, and you consent thereto and represent and warrant you have all necessary authority to do so. In order to further effect the rights and license that you grant to the Company to your UGC, you also, as permitted by applicable law, hereby grant to the Company, and agree to grant to the

Company, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any UGC, without any obligation or remuneration to you. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any UGC, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section 3.A(iii).

(iv) Company's Exclusive Right to Manage Our Service. The Company may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any of your UGC, and the Company may, in its sole discretion, reject, delete, move, re-format, remove or refuse to post or otherwise make use of UGC without notice or any liability to you or any third-party. Without limitation, we may do so to address content that comes to our attention that we believe is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal, or otherwise objectionable or inappropriate, or to enforce the rights of third parties or these Terms or any applicable Additional Terms. Such UGC submitted by you or others need not be maintained on the Service by us for any period of time, and you will not have the right, once submitted, to access, archive, maintain, change, remove, or otherwise use such UGC on the Service or elsewhere, except that California minors have certain rights to have certain content about them that they have themselves posted on the Service prospectively removed from public display as provided for in the [Privacy Policy](#).

(v) Representations and Warranties Related to Your UGC. Each time you submit any UGC, you represent and warrant that you are at least the age of majority in the jurisdiction in which you reside and are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any UGC you submit, and that, as to that UGC, (a) you are the sole author and owner of the intellectual property and other rights to the UGC, or you have a lawful right to submit the UGC and grant the Company the rights to it that you are granting by these Terms and any applicable Additional Terms, all without any Company obligation to obtain consent of any third-party and without creating any obligation or liability of the Company; (b) the UGC is accurate; (c) the UGC does not and, as to the Company's permitted uses and exploitation set forth in these Terms, will not infringe any intellectual property or other right of any third-party; and (d) the UGC will not violate these Terms or any applicable Additional Terms, or cause injury or harm to any person.

(vi) Enforcement. The Company has no obligation to monitor or enforce your intellectual property rights to your UGC, but you grant us the right to protect and enforce our rights to your UGC, including initiating actions in your name and on your behalf (at the Company's cost and expense, to which you hereby consent and irrevocably appoint the Company as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).

B. Community Usage Rules. As a user of the Service, these Community Usage Rules ("Rules") are here to help you understand the conduct that is expected of members of the Service's online community ("Community").

(i) Nature of Rules. Your participation in the Community is subject to all of the Terms, including these Rules:

- **Your UGC.** All of your UGC either must be original with you or you must have all necessary rights in it from third parties in order to permit you to comply with these Terms and any applicable Additional Terms. Your UGC should not contain any visible logos, phrases, or trademarks that belong to third parties. Do not use any UGC that belongs to other people and pass it off as your own; this includes any content that you might have found elsewhere on the Internet. If anyone contributes to your UGC or has any rights to your UGC, or if anyone appears or is referred to in the UGC, then you must also have their permission to submit such UGC to Company. (For example, if someone has taken

a picture of you and your friend, and you submit that photo to the Company as your UGC, then you must obtain your friend's and the photographer's permission to do so.) If you choose to submit photos to the Service, link to embedded videos, or include other images of real people, then make sure they are of you or of you and someone you know, and that you have their express permission to submit it.

- **Act Appropriately.** All of your Service activities must be appropriate, as determined by us. Be respectful of others' opinions and comments so we can continue to build a Community for everyone to enjoy. If you think your UGC might offend or embarrass someone, it doesn't belong on the Service. Posting profanity, harassing or bullying material, insulting comments, personal attacks, gossip, and similar actions are prohibited. Your UGC must not threaten, stalk, abuse, or harm others, and it must not include any negative comments based upon race, age, national origin, gender, sexual orientation, religion, disability, or any other status protected under applicable state or federal law. Your UGC must not be defamatory, slanderous, indecent, obscene, pornographic, or sexually explicit. Your UGC must not exploit children under the age of 18.
- **Do Not Use for Commercial or Political Purposes.** Your UGC may support or promote Company products or services, and also may support or promote products and services for which we solicit your feedback; but otherwise your UGC may not advertise or promote a product or service of any other person or other commercial activity, or of any politician, public servant, or law.
- **Do Not Use to Solicit or Send Unwanted Communications.** Do not harvest or collect email addresses or other contact information of others from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications. Do not solicit personal information from anyone or solicit passwords or personally identifying information for commercial or unlawful purposes. This also includes not uploading, posting, transmitting, sharing or otherwise making available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.
- **Do Not Use for Inappropriate Purposes.** Your UGC must not promote any infringing, illegal, or other similarly inappropriate activity.
- **Be Honest and Do Not Misrepresent Yourself or Your UGC.** Do not impersonate any other person, user, or any company, and do not submit UGC that you believe may be false, fraudulent, deceptive, inaccurate, or misleading, or that misrepresents your identity or affiliation with a person or company. In the event you receive anything in consideration from us with respect to your UGC (e.g., gift cards, sweepstakes entries, etc.) you represent you will include disclosure of the receipt of this consideration clearly and conspicuously as part of the UGC and include any other disclosures we may require.
- **Others Can See.** Remember that the Community is public or semi-public and UGC that you submit on the Service within a Community may be accessible and viewable by other users. Do not submit personally identifying information (e.g., first and last name together, password, phone number, address, credit card number, financial account information, medical information, email address, social security number, or other personally identifiable information or contact information) on Community spaces and take care when otherwise disclosing this type of information to others.
- **Don't Share Other People's Personal Information.** Your UGC should not reveal another person's address, phone number, email address, social security number, credit

card number, medical information, financial account information, or any other information that may be used to track, contact, or impersonate that individual, unless, (1) you have obtained the consent of that other person to use such information; and (2) that consent is in the form and by the method, specifically requested by the Company (e.g., an email address to send an email invite to a friend). By including another person's information in your UGC, you are warranting that you have obtained that person's consent to do so, in a form required by the Company.

- **Don't Submit UGC that Causes Damage to the Service or Anyone's Property.** Your UGC must not submit viruses, Trojan horses, spyware, or any other technologies or malicious code that could impact the operation of the Service or any computer or other Device.

We may take any legally available action that we deem appropriate, in our sole unqualified discretion, to enforce our rights under these Rules and Terms of Use. However, we are not obligated to take any action not required by applicable law. We may require, at any time, proof of the permissions referred to above in a form acceptable to us. Failure to provide such proof may lead to, among other things, the UGC in question being removed from the Service.

(ii) Your Interactions With Other Users; Disputes. You are solely responsible for your interaction with other users of the Service, whether online or offline. We are not responsible or liable for the conduct or content of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment in your interactions with others (e.g., when you submit any personal or other information) and in all of your other online activities.

C. Appropriate Content and Alerting Us of Violations. We expect UGC to be appropriate for a general audience, but do not undertake to monitor it, and you consent to potentially encountering content you find offensive or inappropriate. We may include venue and content rules as Additional Terms. If you discover any content that violates these Terms or any applicable Additional Terms, then you may report it at Compliance@nationaldebtrelease.com. For alleged infringements of intellectual property rights, see [Section 7](#).

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5. SERVICE AND CONTENT USE RESTRICTIONS.

A. Service Use Restrictions. Although you may support or promote Company products or services, as well as products and services for which we solicit your feedback, you agree that you will not: (i) use the Service for any political or commercial purpose (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, and selling products); (ii) use any meta tags or any other "hidden text" utilizing any Intellectual Property; (iii) engage in any activities through or in connection with the Service that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third-party, or are otherwise objectionable to the Company; (iv) decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Service by any means whatsoever or modify any Service source or object code or any Software or other products, services, or processes accessible through any portion of the Service; (v) engage in any activity that interferes with a user's access to the Service or the proper operation of the Service, or otherwise causes harm to the Service, the Company, or other users of the Service; (vi) interfere with or circumvent any security feature (including any digital rights management mechanism, device or other content protection or access control measure) of the Service or any feature that restricts or enforces limitations on use of or access to the Service, or the Content (vii) harvest or otherwise collect or store any information (including personally identifiable information about other users of the Service, including email addresses, without the express consent of such users); (viii) attempt to gain unauthorized

access to the Service, other computer systems or networks connected to the Service, through password mining or any other means; or (ix) otherwise violate these Terms or any applicable Additional Terms.

B. Content Use Restrictions. You also agree that, in using the Service, you: (i) will not monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Service by using any robot, rover, “bot”, spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) will not frame or utilize framing techniques to enclose any such content (including any images, text, or page layout); (iii) will keep intact all Trademark, copyright, and other Intellectual Property and other notices contained in such content; (iv) will not use such content in a manner that suggests an unauthorized association with any of our or our licensors’ products, services, or brands; (v) will not make any modifications to such content (other than to the extent of your specifically permitted use of the Company Licensed Elements, if applicable); (vi) will not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third-party or on any third-party application or website, or otherwise use or exploit such content in any way for any purpose except as specifically permitted by these Terms or any applicable Additional Terms or with the prior written consent of an authorized officer of the Company or, in the case of content from a licensor, the owner of the content; and (vii) will not insert any code or product to manipulate such content in any way that adversely affects any user experience or the service.

C. Availability of Service and Content. The Company, in its sole discretion without advance notice or liability, may immediately suspend or terminate the availability of the Service and/or Content (and any elements and features of them), in whole or in part, for any reason, in the Company’s sole discretion, and without advance notice or liability.

6. CREATING AN ACCOUNT.

A. If you register with us or create an account, you are solely responsible and liable for the security and confidentiality of your access credentials and for restricting access to your Device and for all activity under your account. Usernames and passwords must be personal and unique, not violate the rights of any person or entity, and not be offensive. We may reject the use of any password, username, or email address for any reason in our sole discretion. You are solely responsible for your registration information and for updating and maintaining it. You will immediately notify us at Success@nationaldebtrelease.com of any unauthorized use of your account, password, or username, or any other breach of security, but will remain responsible for any unauthorized use thereafter. You will not sell, transfer, or assign your account or any account rights.

B. Accounts may only be set up by an authorized representative of the individual that is the subject of the account and who is at least the age of majority where they reside. We do not review accounts for authenticity, and are not responsible for any unauthorized accounts that may appear on the Service. For any dispute as to account creation or authenticity, we shall have the sole right, but are not obligated, to resolve such dispute as we determine appropriate, without notice.

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7. PROCEDURE FOR ALLEGING COPYRIGHT INFRINGEMENT.

If you are a copyright owner and believe infringing use of your content is on our Service, or you are a User that has received notice that you have posted allegedly copyright infringing content on our Service, click [here](#) for more information.

Notice of Infringement

A. **DMCA Notice.** The Company respects the intellectual property rights of others. It is our policy to respond appropriately to clear notices of alleged copyright infringement, as set forth more fully below. In the Company's sole discretion, the Company may remove content that may be infringing on another person's intellectual property rights with or without notice to the potential infringer. In accordance with the U.S. Digital Millennium Copyright Act ("DMCA") and other applicable law, the Company has adopted a policy of terminating, in appropriate circumstances, users who are deemed to be repeat infringers.

B. If we remove or disable access in response to a DMCA Copyright Infringement Notice, we will make a good faith attempt to contact the owner or administrator of the affected content so that they may make a counter-notification. If you own a copyright in a work (or represent such a copyright owner) and believe that your (or such owner's) copyright in that work has been infringed by an improper posting or distribution of it via the Service, then you may send us a written notice that includes all of the following:

(i) a legend or subject line that says: "DMCA Copyright Infringement Notice";

(ii) a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;

(iii) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the full URL of the page(s) on the Service on which the material appears);

(iv) your full name, address, telephone number, and email address;

(v) a statement by you 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 the law;

(vi) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and

(vii) your electronic or physical signature.

The Company will only respond to DMCA Notices that it receives by mail, email, or facsimile at the addresses below:

By Mail: National Debt Relief, LLC
Attention: Infringement Claims
180 Maiden Lane, 28th Floor
New York, NY 10038

By Email: Compliance@nationaldebtrelief.com

For more information call: (800) 300-9550

It is often difficult to determine if your copyright has been infringed. The Company may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and the Company may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting the Company's other rights, the Company may, in appropriate circumstances, terminate a repeat infringer's access to the Service and any other website owned or operated by the Company.

A. **Counter-Notification.** If access on the Service to a work that you submitted to the Company is disabled or the work is removed as a result of a DMCA Copyright Infringement Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

(i) a legend or subject line that says: "DMCA Counter-Notification";

(ii) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the full URL of the page(s) on the Service from which the material was removed or access to it disabled);

(iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;

(iv) your full name, address, telephone number, email address, and the username of your Account;

(v) a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the Northern District of New York), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and

(vi) your electronic or physical signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Service. You should also be aware that we may forward the Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

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8. NOTICES, QUESTIONS AND CUSTOMER SERVICE.

You agree that we may give you notices or otherwise respond to you by mail or to your email (if we have it on file) or in any other manner reasonably elected by us, including any method set forth under Section 3 (Our Communications with You). All legal notices to us must be sent to **National Debt Relief, LLC, Attention: Legal Department – Consumer Claim, 180 Maiden Lane, 28th Floor, New York, NY 10038**, and carbon-copied to **LegalDepartment@nationaldebtrelief.com**. If you have a question regarding the Service, you may contact the Company Customer Support by calling us at (800) 300-9550. You acknowledge that we have no obligation to

provide you with customer support of any kind and that customer service personnel cannot change or waive Terms or applicable Additional Terms.

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9. ARBITRATION AND DISPUTE TERMS.

We value our relationship with customers and website visitors and hope to avoid disputes whenever possible. But if a dispute does arise between us, this Section of the Terms, which is a separate contract between you and us (hereinafter the “Arbitration Agreement”) shall govern how any such disputes must be resolved. Thus, by (1) using any online services (including, without limitation, our website, any online services, software, or mobile apps) (“Service”) provided by National Debt Relief, LLC, or (2) by entering into a relationship with us for any products or services we offer, you confirm and agree that the following terms will be binding on you and us.

A. What Mandatory Arbitration Means for You and Us.

THIS ARBITRATION AGREEMENT REQUIRES THE PARTIES TO RESOLVE DISPUTES THAT CANNOT BE RESOLVED INFORMALLY THROUGH PRIVATE, INDIVIDUAL ARBITRATION AS SET FORTH BELOW. THIS MEANS THAT YOU AND WE ARE GIVING UP THE FOLLOWING RIGHTS: (1) TO HAVE A COURT OF GENERAL JURISDICTION, A JURY, OR AN ADMINISTRATIVE AGENCY DECIDE THE CLAIM, (2) TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION IN COURT OR IN ARBITRATION, (3) TO ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION, AND (4) TO JOIN OR TO CONSOLIDATE YOUR CLAIM(S) WITH CLAIMS OF ANY OTHER PERSON. ALSO, THE RIGHT TO DISCOVERY, TO APPEAL, AND TO OTHER PROCEDURES MAY BE DIFFERENT IN ARBITRATION THAN IN COURT; BUT AN ARBITRATOR CAN AWARD YOU THE SAME DAMAGES AND RELIEF THAT A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEY’S FEES, AN ARBITRATOR CAN AWARD THEM TOO. THE SAME DEFENSES ARE ALSO AVAILABLE TO BOTH PARTIES AS WOULD BE AVAILABLE IN COURT, INCLUDING ANY APPLICABLE LIMITATIONS PERIODS.

B. Definitions. The following definitions apply to the Arbitration Agreement:

(i) “We,” “us,” “our,” “National Debt Relief,” and “NDR,” mean National Debt Relief, LLC, and any of its affiliated companies, subsidiaries, successors, assigns, shareholders, directors, officers, employees, agents, representatives and insurers.

(ii) “You” and “your” mean the party having a Claim against us.

(iii) “Administrator” means the American Arbitration Association, 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org (“AAA”), or any other company selected by mutual agreement of the parties. If a named Administrator cannot or will not administer an arbitration consistent with this Arbitration Agreement and the parties cannot select an alternative Administrator by mutual consent, an Administrator that will administer an arbitration consistent with this Arbitration Agreement will be selected by a court (including, for the avoidance of doubt, consistent with Section C (“**No Class Actions; Individual Relief Only (Class Action Waiver)**”) below).

(iv) “Claim” means any and all claims, disputes or controversies between you and us that in any way arise from or relate to your past, present or future relationship with us, including but

not limited to: (1) any contract you enter into with us; (2) your application for or actual purchase of goods or services from us; (3) your visits to our website or use of the Service; (4) our use of any personal (or other) information or data you give us or we obtain from you, or the storage, theft, sharing or loss thereof; (5) issues regarding the construction, quality or written or verbal description of, our goods and services; (6) calls, texts, messages, emails, advertisements, promotions or statements made by us or on our behalf, or otherwise published or sent to you; (7) disclosures, mailings, offers, negotiations or discussions regarding any goods or services we offer; (8) debt settlement, consolidation, verification, or management services you requested or we offered, provided, facilitated, introduced or helped you obtain, including but not limited to credit inquiries (and ramifications thereof) that occur as a result thereof; (9) attempts we make to collect amounts you owe to us; (10) any practice, notice or other communication relating to such foregoing matters; or (11) personal or monetary injuries allegedly suffered by you or imposed on us by statute, regulation, or decisional law. The term “Claim” shall have the broadest possible meaning, and includes past, present and future Claims, initial claims, counterclaims and crossclaims, third-party claims, and disputes based on theories of contract, negligence, intentional tort, restitution, consumer rights, fraud, deception, constitution, statute, regulation, ordinance, common law or equity (including claims for injunctive or declaratory relief). “Claim” does not include disputes about the enforceability of this Arbitration Agreement, the scope of Claims covered by this Arbitration Agreement, the enforceability of the Class Action Waiver, compliance with Section D below (**Pre-Dispute Resolution**), Section I below (**Severability**), and/or this sentence, all of which are for a court and not an arbitrator to decide.

(v) “Notice Address” means **National Debt Relief, LLC, 180 Maiden Lane, 28th Floor, Attention: Legal Department – Consumer Claim**. We may change the Notice Address by providing notice of such change by means of updating the online version of this Arbitration Agreement to reflect such change in address, and such change will be effective ten (10) days after we post it online. All demands or notices to us must be sent to the Notice Address by prepaid first class US Mail and must comply with all further requirements set out below.

C. No Class Actions; Individual Relief Only (“Class Action Waiver”).

An arbitrator can award on an individual basis the same damages and relief as a court in favor or against only the parties to the arbitration, including monetary damages, attorney’s fees (if available under applicable law), injunctive relief, and declaratory relief, and only to the extent necessary to provide relief warranted by that party’s individual claim. The arbitrator shall have no authority to award relief that would affect any person other than the individual parties to the arbitration, including any form of public injunctive or non-individual relief, except to the minimum extent such limitation is prohibited by applicable law. AS PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY LANGUAGE OR TERMS IN THIS ARBITRATION AGREEMENT TO THE CONTRARY, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (1) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR CLASS OPPONENT, (2) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION, OR (3) JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSON. NO ADMINISTRATOR AND NO ARBITRATOR SHALL HAVE AUTHORITY TO CONDUCT ANY SUCH CLASS, COLLECTIVE, REPRESENTATIVE, PRIVATE ATTORNEY GENERAL OR MULTIPLE-PARTY PROCEEDING. THESE PROVISIONS OF THE CLASS ACTION WAIVER ARE AN ESSENTIAL PART OF THIS ARBITRATION AGREEMENT AND MAY NOT BE SEVERED FROM IT. Notwithstanding the foregoing, if after exhaustion of any appeals concerning the preceding prohibitions any of the preceding prohibitions are found to be unenforceable with respect to a particular claim or request for

relief, then the parties agree that such claim or request for relief shall be severed, stayed and decided by a court only after all other claims and requests for relief have been individually arbitrated.

D. Pre-Dispute Resolution Process.

Before any steps may be taken under Section F (**Arbitration**) below, a party must first commence and follow to completion the informal steps set forth in this Section D, which requires the parties to try resolving covered Claims informally with one another before such Claims are submitted to a formal adjudicative process.

The informal process begins when you or we send to the other party a legible written notice of its Claim (a “Claim Notice”). We must send a Claim Notice to your address in our records. You must send a Claim Notice to our Notice Address. There is no prescribed form for a Claim Notice you send to us, but to qualify as a Claim Notice your submission must at a minimum (1) include your full name, address, telephone number and email address, (2) describe the basis of the Claim with specific dates and facts that substantiate the Claim, (3) set forth any damages you have suffered and the specific monetary or other relief you seek from us and how you calculated it, and (4) be personally signed by you.

For the initial thirty (30) days following the submission of a party’s Claim Notice to the other party, the receiving party shall look into the Claim asserted and may attempt to reach the party who submitted the Claim Notice to resolve the Claim. However, any failure on the part of the receiving party during that initial 30-day period to investigate the Claim, respond to a Claim Notice or resolve the issues therein will have no effect on the terms or validity of this Arbitration Agreement. If the dispute is not resolved to the satisfaction of the party who sent the Claim Notice within the above-mentioned 30-day period, the receiving party may require the sending party to personally participate in an individual telephone conference to give both sides an opportunity to communicate about the Claim and to explore a mutually satisfactory resolution of the Claim (a “Conference”). You and a representative of National Debt Relief are both mandatory participants at a Conference if one is requested. Your attorney or other representative, if any, may also participate at a Conference. A Conference shall occur within twenty (20) days after a party requests it, but the time for participating in a conference may be extended for up to thirty (30) additional days by the party who has been asked to participate in the Conference. **You and we agree that a Conference shall not be recorded (whether by audio or video) by either party.**

The applicable limitations period for filing a Claim and any filing fee deadlines shall be tolled while you and we engage in this informal Pre-Dispute Resolution Process.

If a party submits a proper Claim Notice, and if the matter described therein remains unresolved, and either (a) the party receiving the Claim Notice did not request a Conference within sixty (60) days, or (b) the party receiving the Claim Notice did request a Conference within sixty (60) days and the parties thereafter participated in a Conference, then the party wishing to have a Claim decided (adjudicated) may proceed pursuant to Section F (**Arbitration**).

E. Deadline for Filing Demand for Arbitration.

This Arbitration Agreement contains a contractual limitations period that applies to all Claims, where permitted by law. Thus, a Claim must be filed with the Administrator within 365 days after it arises. By way of example only, for Claims that arise from your use of the Service, a Demand for Arbitration must be filed within 365 days after such use of the Service. This period will be extended

by 90 days, for a total of 455 days, if within the initial 365-day period, you properly initiate and comply with the requirements of Section D (**Pre-Dispute Resolution Process**). Under this Arbitration Agreement, you and we waive any and all statutes of limitation to the contrary.

If a Claim is not filed with the Administrator within the time period described above, the party wishing to assert it will forever waive and lose the right to seek relief for that Claim. The filing of a complaint in court or with a federal, state or local government agency does not satisfy or extend the time period within which Claims must be filed with the Administrator.

If and only if the contractual limitations period set forth above is determined to be unreasonable as a matter of law or in violation of applicable public policy as to specific Claims, the contractual limitations period for such Claims shall be extended for that amount of time necessary to render the total period reasonable and consistent with public policy. In no circumstance shall the contractual limitations period be extended beyond the statutory limitations period that would otherwise be applicable to a Claim.

F. Arbitration (Formal Dispute Resolution Process).

(i) General. This Arbitration Agreement is subject to the Federal Arbitration Act (the “FAA”). If the Informal Pre-Dispute Resolution Process in Section D above has been complied with but the Claim has not resolved, then resolution of the Claim by arbitration shall proceed as set forth in this Section F. Should a party assert a Claim in court that is subject to arbitration and the other party files a motion to compel arbitration with the court that is granted, the party moving to compel arbitration may be awarded its legal fees and other costs and expenses, if deemed appropriate by the court.

(ii) Demand for Arbitration. Any Demand for Arbitration you file pursuant to this Arbitration Agreement must be signed personally by you, and any Demand for Arbitration we file will be signed by an authorized representative of National Debt Relief. No Demand for Arbitration may be administered by the Administrator or by an arbitrator unless and until the party filing the Demand for Arbitration complies with this requirement.

(iii) Details of Arbitration Proceedings. Arbitration proceedings under this Arbitration Agreement will be conducted pursuant to the Administrator’s consumer arbitration rules as modified by this Agreement. Upon any conflict or inconsistency between this Arbitration Agreement and the Administrator’s rules, this Arbitration Agreement will govern. The Administrator will appoint the arbitrator in accordance with the Administrator’s rules for the mutual selection of an arbitrator. However, at our election and cost, we may insist that arbitrator selection proceed in accordance with any rank and strike process provided under the Administrator’s rules. Moreover, unless the parties agree otherwise, the arbitrator must be either a retired or former judge or a practicing or retired attorney with not less than ten (10) years’ experience in commercial litigation. The arbitration hearing will take place in the county of your billing address or, if you have not purchased any goods or services from us, within fifty (50) miles of your residence. If you cannot obtain a waiver of the Administrator’s fees that are your obligation to pay, we will consider – but are free to deny – a request by you for us to pay such fees based on your demonstration of financial hardship, although we will pay any of the foregoing fees and charges if and to the extent required in order to make this Arbitration Agreement enforceable. The parties are responsible for their own attorney, expert, and witness fees.

(iv) Discovery. You and we may draft and serve upon each other one set of no more than 10 interrogatories and one set of no more than 5 requests for the production of documents in a form and in a manner consistent with the Federal Rules of Civil Procedure governing the United States federal courts. Also, you and we each shall be entitled to take no more than 2 depositions, each to be concluded within 7 hours, with the following exception: we may take your deposition and you make take the deposition of one company witness over one or more consecutive days, with each deposition to be concluded within 7 hours. Your deposition shall be scheduled and completed first before any others may be conducted. Depositions shall proceed as if the arbitration was being conducted under the Federal Rules of Civil Procedure, shall take place at a location reasonably convenient for all parties and, to be used as evidence, must be recorded by a court reporter licensed in the jurisdiction where the deposition takes place, by stenographic means and/or videography, at the cost of the party taking the deposition. Parties wishing to obtain copies of transcripts must pay the cost of such copies as provided under the Federal Rules of Civil Procedure. Upon the request of a party, the arbitrator may order additional discovery, provide such discovery consistent both with the Administrator's rules and with the expedited nature of arbitration.

(v) Arbitration Award. The arbitrator can award on an individual basis the same damages and relief as a court in favor or against only the parties to the arbitration, including monetary damages, attorneys' fees (if available under applicable law), injunctive relief, and declaratory relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator must follow the terms of this Arbitration Agreement as a court would. The arbitrator may not consider any prior settlement offers in making the decision. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator shall apply the provisions of Federal Rule of Civil Procedure 68 in connection with any award.

(vi) Offer of Settlement. In any arbitration between you and us, we may make a written settlement offer at any time before the evidentiary hearing or a dispositive motion is ruled on. The settlement offer may not be disclosed to the arbitrator until after the arbitrator issues an award. If the award is issued in your favor and is less than our settlement offer, you must pay our costs incurred after the offer was made, including any attorney's fees, except that if applicable law prohibits such shifting of costs then the offer in this provision shall serve to cease the accumulation of further costs to which you may otherwise have been entitled.

(vii) Frivolous Claims; Award of Fees and Costs. If the arbitrator determines that a Claim filed in arbitration was frivolous, brought for harassment or an illegitimate purpose, pursued without any reasonable basis in fact, law, or the novel extension of law, or brought without material compliance with the steps in this Arbitration Agreement that are required to occur before an arbitration may be commenced, then in any of such events the arbitrator shall make an appropriate award of fees and costs to the prevailing party consistent with the Administrator's consumer arbitration rules.

(viii) Effect of Arbitration Award. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (1) any right to petition or vacate under the Act, or (2) Claims resulting in an arbitration award of more than \$25,000. For awards greater than \$25,000, either party may appeal to another arbitrator ("Second Arbitrator") within fifteen (15) days of issuance of the award by written request to the Administrator. The Second Arbitrator shall be subject to the same appointment qualifications as are applicable for the appointment of the first arbitrator, and shall review the matter *de novo*. The Second Arbitrator's decision will be final and binding except for any right to petition to vacate or modify described above.

The costs of any such subsequent proceedings will be borne as set forth in Details of Arbitration Proceedings above. The arbitrator may consider rulings in other arbitrations involving other claimants, but an arbitrator's ruling will not be binding in proceedings involving different claimants.

G. Intentionally Left Blank

H. Governing Law. This Arbitration Agreement governs transactions involving interstate commerce; it shall be governed by and interpreted under the Federal Arbitration Act ("FAA") and not by any state law concerning arbitration. When deciding Claims asserted hereunder the arbitrator shall follow the substantive law of the State of New York without regard to any conflict of law provisions. The arbitrator shall follow rules of procedure and evidence consistent with the FAA, this Arbitration Agreement, the federal Rules of Evidence, and the Administrator's rules.

I. Survival. This Arbitration Agreement lasts for as long as you and we have Claims that may be asserted against each other. By way of example, this Arbitration Agreement shall survive our delivery of goods and services to you, the cancelation of any purchase, any refund to you, termination of any consumer agreement, your fulfillment or default of obligations under any contract, and/or your bankruptcy (to the extent permitted by law).

J. Severability. Except as specifically provided herein, if any provision of this Arbitration Agreement (other than the Class Action Waiver) shall be held invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid any other provision of this Arbitration Agreement, and the invalid or unenforceable provision shall be modified automatically to the minimum extent necessary to render this Arbitration Agreement valid and enforceable. If a provision (other than the Class Action Waiver) conflicts with a mandatory provision of applicable law and cannot be modified, the conflicting provision shall be severed automatically and the remainder construed to incorporate the mandatory provision. Should a court determine the Class Action Waiver is invalid for any reason, the parties waive any right to arbitration of a class, collective, private attorney general, or group proceeding and instead agree and stipulate that their dispute will be heard only by a judge – and not an arbitrator or jury – to the maximum extent permitted by applicable law.

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10. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.

A. The Service may use internet services that are not under our direct control. While we strive to provide accurate descriptions of our services, we do no warrant that the descriptions, pricing, or other content on the Service are accurate, complete, or current. We reserve the right to correct errors and to cancel any applications or orders that were placed using incorrect descriptions or pricing. We do not warrant that the Service will be accessible at all times or that it will function in an error free manner. We reserve the right to cease operating the Service or any of its features at any time.

B. AS PERMITTED BY APPLICABLE LAW, YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR SOLE RISK AND THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS. To the fullest extent permissible by applicable law, the Company and its direct and indirect parents, subsidiaries, affiliates, and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, "**Company Parties**") hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, in connection with, or otherwise directly or indirectly related to, without limitation, the

Service, Content, Company Licensed Elements, or other Company products or services, except as set forth in subsection D, below.

C. EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN, OR IN APPLICABLE ADDITIONAL TERMS, OR AS OTHERWISE REQUIRED BY APPLICABLE LAW, COMPANY PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

D. NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT (I) COMPANY PARTIES' LIABILITY FOR PERSONAL INJURY TO YOU CAUSED BY COMPANY PARTIES TO THE EXTENT NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW; OR (II) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST COMPANY PARTIES THAT IS NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW.

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11. LIMITATIONS OF OUR LIABILITY.

A. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ANY COMPANY PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND for any indirect, exemplary, special, punitive, incidental, or consequential losses or damages of any kind, including without limitation loss of profits, in connection with, or otherwise directly or indirectly related to, without limitation, the Service, Content, Company Licensed Elements, or other Company products or services, except, to the extent not waivable under applicable law, for direct damages for personal injury caused by a physical product manufactured, sold or provided by Company.

B. The foregoing limitations of liability will apply even if any of the events or circumstances were foreseeable and even if Company Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Service).

C. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY PARTIES' TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICE AND YOUR RIGHTS UNDER THESE TERMS, EXCEED THE GREATER OF THE FOLLOWING TWO AMOUNTS: (1) \$25 (TWENTY-FIVE DOLLARS) OR (2) ANY AMOUNT YOU HAVE PAID COMPANY IN CONNECTION WITH ANY TRANSACTION(S) THAT UNDERLIE THE CLAIM(S). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES OR LIABILITIES. TO THE EXTENT SUCH LIMITATIONS ARE NOT PERMITTED BY APPLICABLE LAW, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU, AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

D. NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT (I) COMPANY PARTIES' LIABILITY FOR PERSONAL INJURY TO YOU CAUSED BY COMPANY PARTIES TO THE EXTENT IT IS NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW; OR (II) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST COMPANY PARTIES THAT IS NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW.

E. ESSENTIAL BASIS OF THE BARGAIN. YOU ACKNOWLEDGE THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND US AND WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

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12. UPDATES TO TERMS.

It is your responsibility to review the posted Terms and any applicable Additional Terms each time you use the Service. EACH TIME YOU SIGN IN TO OR OTHERWISE ACCESS OR USE THE SERVICE YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND CONDITIONS AND YOU AGREE THAT WE MAY NOTIFY YOU OF NEW TERMS BY POSTING THEM ON THE SERVICE (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE SERVICE AFTER SUCH NOTICE CONSTITUTES YOUR AGREEMENT TO THE NEW TERMS FOR YOUR NEW USE. Any new Terms or Additional Terms will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. In the event any notice to you of new, revised, or additional terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You can reject any new, revised or additional terms by discontinuing use of the Service.

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13. GENERAL PROVISIONS.

A. Company's Consent or Approval. As to any provision in these Terms or any applicable Additional Terms that grants the Company a right of consent or approval, or permits the Company to exercise a right in its "sole discretion," the Company may exercise that right in its sole and absolute discretion. No Company consent or approval may be deemed to have been granted by the Company without being in writing and signed by an authorized officer of the Company.

B. Indemnity. As permitted by applicable law, you agree to, and you hereby, defend (if requested by the Company), indemnify, and hold Company Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Company Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with: (I) your use of the Service and your activities in connection with the Service; (ii) your breach or alleged breach of these Terms or any applicable Additional Terms; (iii) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Service or your activities in connection with the Service; (iv) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (v) any misrepresentation made by you; and (vi) Company Parties' use of the information that you submit to us (all of the foregoing, "**Claims and Losses**"). You will cooperate as fully required by Company Parties, in the defense of any Claim and Losses. Notwithstanding the foregoing, Company Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. Company Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an authorized officer of a Company Party. This section is not intended to limit any causes of action against us that you may have but are not waivable under applicable law.

C. Operation of Service; Availability of Services; International Issues. The Company controls and operates the Service from the U.S.A., and makes no representation that the Service is appropriate or available for

use beyond the U.S.A. If you use the Service from other locations, you are doing so on your own initiative and responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply.

D. Export Controls. You are responsible for complying with all applicable trade regulations and laws both foreign and domestic. Except as authorized by U.S. law, you agree and warrant not to export or re-export the software to any country, or to any person, entity, or end-user subject to U.S. export controls or sanctions.

E. Severability; Interpretation. Except as may be provided under Section 9 (ARBITRATION AND DISPUTE TERMS), these Terms shall be governed by and interpreted in accordance with the laws of the State of New York without regard to any conflict of law provisions. If any provision of these Terms, or any applicable Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by an arbitrator or court of competent jurisdiction, then that provision will be deemed severable from these Terms or the applicable Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the applicable Additional Terms. To the extent permitted by applicable law, you agree to waive and will waive, any applicable statutory and common law that may permit a contract to be construed against its drafter.

F. Investigations; Cooperation with Law Enforcement; Termination; Survival. As permitted by applicable law, the Company reserves the right, without limitation, to: (i) investigate any suspected breaches of its Service security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any applicable Additional Terms, (iii) use any information obtained by the Company in accordance with its [Privacy Policy](#) in connection with reviewing law enforcement databases or complying with applicable laws and use and/or disclose any information obtained by the Company to comply with law enforcement requests or legal requirements in accordance our [Privacy Policy](#), (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and any applicable Additional Terms, and (vi) discontinue the Service, in whole or in part, or, suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third-party. Any suspension or termination will not affect your obligations to the Company under these Terms or any applicable Additional Terms. Upon suspension or termination of your access to the Service, or upon notice from the Company, all rights granted to you under these Terms, or any applicable Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Service. The provisions of these Terms and any applicable Additional Terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to the Company in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

G. Assignment. The Company may assign its rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any applicable Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an authorized officer of the Company.

H. Complete Agreement; No Waiver. These Terms, and any applicable Additional Terms, reflect our complete agreement regarding the Service and supersede any prior agreements, representations, warranties, assurances or discussion related to the Service. Except as expressly set forth in these Terms or any applicable Additional Terms, (i) no failure or delay by you or the Company in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any applicable Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

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