

Terms and Service Agreement

Last Updated: October 16, 2024

Welcome to Settlement Guides LLC ("we", "our", or "us"). These Terms and Service ("Agreement") govern your access to and use of our website Settlement Guides LLC (the "Website"), as well as any services provided through the Website, including the collection of leads ("Services"). By accessing or using our Website, you agree to comply with and be bound by this Agreement. If you do not agree to these terms, please do not use our Website or Services.

1. Acceptance of Terms

By using our Website or Services, you acknowledge that you have read, understood, and agree to be bound by this Agreement, our Privacy Policy, and any other agreements or policies referenced herein. We reserve the right to update or modify this Agreement at any time, and such changes will be effective upon posting on the Website.

2. Eligibility

You must be at least 18 years old to use our Website or Services. By using our Website, you represent and warrant that you are of legal age and have the authority to enter into this Agreement. If you are using our Services on behalf of an organization, you represent that you have the authority to bind that organization to this Agreement.

3. Use of Services

You agree to use our Website and Services only for lawful purposes. The information and data we provide, including leads, are intended for legitimate business purposes such as marketing, customer acquisition, or outreach. You are prohibited from using the Services for any fraudulent, abusive, or unlawful activity, including but not limited to:

- Sending unsolicited emails or messages ("spam");
- Misrepresenting your identity or affiliation;
- Using the leads for any purpose other than your legitimate business operations;
- Violating any applicable laws or regulations.

We reserve the right to suspend or terminate access to the Website or Services for violations of this section.

4. Lead Collection and Data Usage

We collect leads, which may include personal information such as names, email addresses, phone numbers, and other business-related details. By using our Services, you agree to the collection, storage, and use of this information in accordance with our Privacy Policy.

You agree that:

- The leads you receive from us are for your business use only;
- You will not sell, share, or distribute leads to third parties without prior written consent;
- You will comply with all applicable data protection and privacy laws when using or processing lead data.

5. Payment Terms

Access to certain features or services on our Website may require payment. By purchasing any services from us, you agree to pay the fees specified at the time of purchase. All payments are non-refundable unless otherwise stated. We reserve the right to modify our pricing at any time, but changes will not affect previously purchased services.

6. Intellectual Property

All content on the Website, including but not limited to text, graphics, logos, images, and software, is the property of [Website Name] or its licensors and is protected by copyright, trademark, and other intellectual property laws. You are not permitted to use any content from the Website for commercial purposes without our express written consent.

7. Limitation of Liability

To the maximum extent permitted by law, [Website Name] and its affiliates, directors, employees, and agents shall not be liable for any direct, indirect, incidental, special, or consequential damages arising from or in connection with the use or inability to use our Website or Services. This includes, but is not limited to, loss of leads, business opportunities, or profits, even if we have been advised of the possibility of such damages.

8. Disclaimer of Warranties

The Website and Services are provided on an "as-is" and "as-available" basis. We make no representations or warranties of any kind, express or implied, as to the operation of the Website, the quality or accuracy of the leads, or the reliability of the services provided. You agree that your use of the Website and Services is at your sole risk.

9. Indemnification

You agree to indemnify, defend, and hold harmless [Website Name], its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, or

expenses arising out of or in connection with your use of the Website or Services, your violation of this Agreement, or your violation of any applicable laws or regulations.

10. Termination

We reserve the right to terminate or suspend your access to the Website or Services at any time, without notice or liability, if we determine that you have violated this Agreement or engaged in any conduct that is harmful to our interests or the interests of other users.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Insert Jurisdiction], without regard to its conflict of law provisions. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of [Insert Jurisdiction].

12. Messaging

TCPA Compliance

By providing your contact information (including phone numbers, email addresses, etc.) through the use of our Services, you expressly consent to receive communications from Settlement Guides LLC or its authorized agents via telephone calls, text messages, emails, or other electronic means. This includes communications sent via automated telephone dialing systems, prerecorded voice messages, or other forms of communication, as applicable, in accordance with the Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227, and its implementing regulations.

Your Consent:

By providing your contact details, you agree that:

1. You are the current subscriber or owner of the phone number(s) provided, and you have the authority to give this consent.
2. You understand that these communications may be related to your account, service updates, promotional offers, or marketing.
3. You understand that providing your consent to receive such communications is not a condition of purchasing any goods or services.

Opt-Out:

You may revoke your consent to receive communications at any time by:

- Replying "STOP" to any text message you receive from us to opt out of text messages.
- Clicking the "unsubscribe" link in any promotional email.

- Contacting our customer support team at [Insert Contact Information] with your request to stop receiving communications.

Please note that your opt-out request will only apply to promotional communications. We may still need to contact you for non-promotional purposes, such as billing, service-related information, or to address your inquiries.

TCPA Compliance:

We take compliance with the TCPA seriously and have implemented appropriate measures to ensure that all communications are conducted in a manner that adheres to TCPA requirements. We do not engage in any unsolicited "robocalling" practices, and all calls, texts, and other communications comply with applicable federal and state laws.

By accepting these terms, you acknowledge and agree that Settlement Guides LLC is not liable for any communication charges incurred as a result of receiving our communications, including standard text messaging or data fees imposed by your carrier.

13. Dispute Resolution

A. You and agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Website (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. YOU ACKNOWLEDGE AND AGREE THAT YOU AND ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. Further, unless both You and otherwise agree in writing, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

B. Arbitration Rules and Governing Law. With the exception of claims under \$25,000 in value, any arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at https://www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

C. You agree that any dispute, claim, or controversy under \$25,000 in value arising out of or relating to these Terms, whether between You and or between You and other Users, or the existence, breach, termination, enforcement, interpretation, or validity thereof, shall be settled by binding arbitration administered by Fairclaims (www.FairClaims.com) and not in a

court of law, in accordance with FairClaims' procedures effective at the time a claim is made. You further agree that judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

D. Arbitration Process. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration at https://www.adr.org/aaa/ShowPDF?doc=ADRSTG_004175 and a separate form for California residents at https://adr.org/aaa/ShowPDF?doc=ADRSTG_004314.) The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

E. Arbitration Location and Procedure. Unless You and otherwise agree, the arbitration will be conducted in Fort Lauderdale, Florida, USA. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

F. Arbitrator's Decision. The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If You prevail in arbitration, You will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys' fees and expenses if it prevails in arbitration.

G. Fees. Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules.

H. Limitation on Claims. YOU AGREE THAT ANY DISPUTES ARISING OUT OF OR RELATED TO THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE DISPUTE ACCRUES. OTHERWISE, THE DISPUTE IS PERMANENTLY BARRED.

13. Controlling Law and Jurisdiction

By using the Website, You agree that the Federal Arbitration Act, applicable federal law, and the laws of the State of Washington, without regard to principles of conflict of laws, will govern these Terms and any dispute of any sort that might arise between You and Settlement Guides LLC.

You and We agree to submit to the personal jurisdiction of a state court located in King County, Washington for any actions for which the parties seek injunctive or other equitable

relief to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights, as set forth in the Dispute Resolution provision below.

14. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEBSITE AND COLLECTIVE CONTENT, AND ANY CONTACT YOU HAVE WITH OTHER USERS OF THE WEBSITE WHETHER IN PERSON OR ONLINE REMAINS WITH YOU. UNDER NO CIRCUMSTANCES SHALL Settlement Guides LLC, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, ASSIGNS AND AGENTS, OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE WEBSITE, BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE WEBSITE OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT Settlement Guides LLC HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN ANY EVENT AND WITHOUT LIMITING THE GENERALITY OF THIS SECTION, TO THE EXTENT PERMITTED BY LAW YOU AGREE THAT Settlement Guides LLC'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES AND LOSSES SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED AN AGGREGATE OF THE AMOUNT PAID BY YOU FOR ACCESSING AND USING THE WEBSITE, IF ANY, IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN Settlement Guides LLC AND YOU.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Additionally, by using the Website, You agree that any legal remedy or liability that You seek to obtain for actions or omissions of third parties will be limited to a claim against the particular third parties who caused You harm and You agree not to

attempt to impose liability on or seek any legal remedy from Settlement Guides LLC with respect to such actions or omissions.

15. Contact Information

If you have any questions or concerns about this Agreement, please contact us at:

[info@Settlement Guides LLC](mailto:info@SettlementGuidesLLC.com)