

TERMS AND CONDITIONS

App and Website Disclaimer

The information contained in The Debt Threat App (“the App”) and on our website Debtthreatapp.com (“the Site”) is for informational purposes only. Neither the App nor the Site is a substitute for a financial advisor and do not provide financial or investment advice as defined by state and/or federal law.

Use and Acceptance

The use of the App and the Site is subject to the following terms and conditions (“Terms”). These Terms are a binding agreement (“Agreement”) between you and Jermarie Solutions, LLC (“Jermarie Solutions”, “the Company”, “we”, “us” or “our”) and govern your use of the App and Site. Your use of the App and the Site constitutes your agreement to be bound by these Terms. If you do not agree with the Terms, you may not access or use the App or the Site.

The App and the Site are intended for users who are at least 18 years old. **YOU AGREE THAT BY USING THE SITE AND THE SERVICES YOU ARE AT LEAST 18 YEARS OF AGE AND YOU ARE LEGALLY ABLE TO ENTER INTO A CONTRACT.** Minors are not eligible to use the App or the Site.

It is a condition of your use of the App and the Site that all the information you provide in the App or on the Site is correct, current and complete. You agree that all information you provide to use the App or the Site, including but not limited to the use of any interactive features in the App, is governed by our **Privacy Policy**, and you consent to all actions we take with respect to your information consistent with our **Privacy Policy**.

Changes to Terms and Conditions

The App and the Site belong to Jermarie Solutions. Accordingly, we may, in our sole discretion, and at any time, update, change or discontinue the App or the Site or any specific portion thereof, including these Terms, without notice. Your continued use of the App and the Site reaffirms your continuing agreement to the then current Terms. You are expected to review the Terms page from time to time as any changes made are binding on you.

Intellectual Property Rights

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will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the App or the Site or any content in the App or on the Site is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

Terms of Use

MOBILE “IN-APP” PURCHASES. The Debt Threat mobile application offers an “in-app” purchase option which will allow users to see their recommended action items and their tailored game plan. This is offered on a monthly basis. Payments will be processed through the app store from which you originally downloaded the application. You may access the applicable “in-app” purchase rules and policies directly from the app store.

You acknowledge and agree that all billing and transaction processes are handled by the App Store Provider from whose platform you downloaded the application, and are governed by the App Store Provider’s terms and conditions/EULA. If you have any payment related issues with In-App Purchases, then you need to contact the App Store Provider directly.

Prohibited Uses

You may use the App and the Site for lawful purposes only and in accordance with these Terms. You agree not to use the App or the Site:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with any standards set out in these Terms.
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the App or Site, or which, as determined by us, may harm the Company or users of the App or Site or expose them to liability.

Additionally, you agree not to:

1. Engage in behavior that will put your personal information at unnecessary risk, such as leaving, transmitting, or publishing your login or passwords;
2. Use the App or the Site in any manner that could disable, overburden, damage, or impair the App or the Site or interfere with any other party’s use of the App or the Site.

3. Use any robot, spider or other automatic device, process or means to access the App or the Site for any purpose, including monitoring or copying any of the material in the App or on the Site.
4. Use any manual process to monitor or copy any of the material in the App or on the Site or for any other unauthorized purpose without our prior written consent.
5. Use any device, software or routine that interferes with the proper working of the App the Site.
6. Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
7. Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the App or the Site, the server(s) on which the App and Site are stored, or any server, computer or database connected to the App or the Site.
8. Otherwise attempt to interfere with the proper working of the App or the Site.

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Limitation on Liability

UNDER NO CIRCUMSTANCES SHALL JERMARIE SOLUTIONS BE LIABLE FOR ANY DAMAGES OR INJURY, INCLUDING ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES, THAT MAY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE APP OR THE SITE OR ANY MATERIAL IN THE APP OR THE SITE, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE APP OR THE SITE OR INFORMATION AVAILABLE IN THE APP OR THE SITE. JERMARIE SOLUTIONS SHALL NOT BE LIABLE EVEN IF JERMARIE SOLUTIONS OR A JERMARIE SOLUTIONS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD THE COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION, MEDIATION OR ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION, MEDIATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF THE COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF THE COMPANY, IT WILL BE LIMITED TO THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE APP OR THE SITE, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES.

Arbitration

THIS AGREEMENT PROVIDES FOR THE MANDATORY ARBITRATION OF DISPUTES AND INCLUDES A WAIVER OF THE RIGHT TO A JURY TRIAL AND A CLASS ACTION WAIVER, AS SET FORTH BELOW.

EXCEPT WHERE PROHIBITED BY LAW, THE EXCLUSIVE MEANS OF RESOLVING ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ANY ALLEGED BREACH THEREOF) OR THE SERVICE SHALL BE BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) ACCORDING TO ITS COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURE FOR CONSUMER-RELATED DISPUTES (TOGETHER, THE “AAA RULES”). The one exception to the exclusivity of arbitration is that you have the right to bring an individual claim against Jermarie Solutions in a small-claims court of competent jurisdiction. But whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against Jermarie Solutions any class action, class arbitration, or other representative action or proceeding. A “dispute” is any unresolved disagreement between you and the Company, regardless of when the claim arose, and includes claims based on contracts, torts, statutes, regulations, common law, and equitable claims.

BY USING THE APP OR THE SITE IN ANY MANNER, YOU AGREE TO THE ABOVE ARBITRATION AGREEMENT AND, IN DOING SO, YOU AND THE COMPANY AGREE THAT YOU ARE EACH WAIVING THE RIGHT TO A JURY TRIAL OR A TRIAL BEFORE A JUDGE IN A COURT. YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND THAT NEITHER YOU NOR THE COMPANY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR ON BEHALF OF THE GENERAL PUBLIC, OR AS A PRIVATE ATTORNEY GENERAL. IF THIS LIMITATION IS FOUND TO BE UNENFORCEABLE, IT SHALL NOT BE SEVERABLE, AND THIS ENTIRE ARBITRATION PROVISION SHALL BE UNENFORCEABLE. YOU AND THE COMPANY AGREE THAT THE ARBITRATOR MAY AWARD INJUNCTIVE RELIEF ONLY IN FAVOR OF THE PARTY SEEKING RELIEF, AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY’S INDIVIDUAL CLAIM. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THIS ARBITRATION PROVISION AND ANY PROVISION CONTAINED IN ANY OTHER APPLICABLE TERMS OF USE, LICENSE AGREEMENT, DISCLAIMER, OR PRIVACY POLICY RELATING TO THE APP OR THE SITE OR MATERIALS ON THE SITE, THIS ARBITRATION PROVISION SHALL BE CONTROLLING.

You and the Company agree that: (1) the parties are participating in transactions affecting interstate commerce; (2) this arbitration provision and any resulting arbitration are governed by the Federal Arbitration Act (Title 9 of the United States Code); (3) the arbitrator shall decide any dispute regarding the interpretation, application, or enforceability of this arbitration provision; (4) neither party will disclose, to any third party, any information obtained from the other party in the arbitration proceeding, except as required by applicable law; and (5) neither party will be entitled to rely on any arbitration award, finding of fact, or conclusion of law issued in any other arbitration proceeding involving only one of the parties. This arbitration provision shall survive the termination of any other contract between you and Jermarie Solutions.

Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. For users residing in the European Union, Norway or any other location where this arbitration agreement is prohibited by law, or in the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against Jermarie Solutions may be commenced only in the federal or state courts located in Broward County, Florida. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

This Agreement, and any dispute between you and Jermarie Solutions shall be governed by the laws of the State of Florida without regard to its principles of conflicts of law, provided that this arbitration agreement shall be governed by the Federal Arbitration Act.

EXCEPT AS PROHIBITED BY LAW, ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE APP OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED. A CAUSE OF ACTION “ACCRUES” WHEN THE LAST ELEMENT CONSTITUTING THE CAUSE OF ACTION OCCURS.

Waiver and Severability

No failure on our part to enforce any part of these Terms shall constitute a waiver of any of our rights under these Terms whether for past or future actions on the part of any person. Neither the receipt of any funds by the Company nor the reliance of any person on our actions shall be deemed to constitute a waiver of any part of these Terms. Only a specific, written waiver signed by an authorized representative of the Company shall have any legal effect whatsoever.

If any conflict exists between any provision of these Terms and any applicable statute, law, regulation or ordinance, the latter will prevail, but in such event, the affected provision of these Terms will be eliminated, modified or limited only to the extent necessary to bring it within such legal requirements and such that the remaining provisions of the Terms will continue in full force and effect.

Entire Agreement

The Terms and Conditions and our Privacy Policy constitute the sole and entire agreement between you and Jermarie Solutions, LLC with respect to the App and the Site and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the App and/or the Site.