

Divorce Solutions LLC

Terms of Service

Last Updated August 19, 2020

Divorce Solutions LLC offers the support you need to prepare for divorce and help navigate the divorce process (the “Services”). The Services are provided by Divorce Solutions LLC, an Arizona limited liability company (“Company”). As part of the Services, Company will provide you with access Company’s online portal (the “Portal”), documents and other materials. All references to the Services include all documents, materials, website access, the Portal and any other information provided to you by Company.

**BY USING THE SERVICES,
YOU AGREE TO THESE TERMS OF SERVICE.
PLEASE READ THEM CAREFULLY.**

As a condition to your use of the Services, you warrant that (i) you are at least 18 years of age; (ii) you possess the legal authority to create binding legal obligations; and (iii) you will use the Services in accordance with these Terms of Service.

Ownership

You acknowledge and agree that Company owns and retains all proprietary rights to material contained in the Services, including trademarks, content, and other proprietary material.

Disclaimers

COMPANY PROVIDES GENERAL INFORMATION RELATED TO THE LAW AND FINANCES AND ANY SERVICES OBTAINED FROM COMPANY ARE NOT INTENDED TO BE LEGAL OR FINANCIAL ADVICE. ANY STATEMENTS REGARDING LEGAL OR FINANCIAL IMPLICATIONS AND/OR CONSEQUENCES INCLUDED IN THE SERVICES OR MADE BY COMPANY ARE OPINION ONLY AND SHALL NOT BE CONSTRUED AS LEGAL OR FINANCIAL ADVICE. COMPANY DOES NOT PROVIDE LEGAL ADVICE AND IS NOT A LAW FIRM. ALTHOUGH COMPANY GOES TO GREAT LENGTHS TO MAKE SURE COMPANY’S INFORMATION IS ACCURATE AND USEFUL, YOU SHOULD CONSULT A LAWYER IF YOU WANT LEGAL ADVICE OR A LICENSED FINANCIAL ADVISOR IF YOU WANT FINANCIAL ADVICE. NO ATTORNEY-CLIENT OR CONFIDENTIAL RELATIONSHIP EXISTS OR WILL BE

FORMED BETWEEN YOU AND COMPANY OR ANY OF COMPANY'S REPRESENTATIVES.

The information contained in Services is for educational or informational purposes only. The use of or reliance on any information in the Services is at your own option and risk. The Services are provided by Company on an "as is" and on an "as available" basis. To the fullest extent permitted by law, Company makes no representations or warranties of any kind, express or implied, regarding the use or the results of the Services. By using the Services, you agree that you are solely responsible the success or failure of your decisions relating to any information presented in the Services and Company is not responsible therefor. Company disclaims all warranties regarding the Services, including but not limited to any warranties of merchantability, noninfringement and/or fitness for a particular purpose. No advice or information, whether oral or written, included in the Services or obtained by you from Company shall create any warranty not expressly stated in these Terms of Service.

The Services may include forward-looking statements. In some cases, you can identify forward-looking statements by the use of terminology such as "may," "will," "should," "could," "expects," "plans," "intends," "anticipates," "believes," "estimates," "predicts," "potential" and other comparable terminology. These statements involve known and unknown risks, uncertainties and other factors that may cause your actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Although Company believes that the expectations reflected in any forward-looking statements are reasonable, Company cannot guarantee future results, performance or achievements. Actual events or results may differ materially. Company undertakes no obligation to update any of the forward-looking statements if circumstances or assumptions should change.

Use

You are responsible for compliance with all applicable laws and regulations. You may not use the Services or any information provided therein in any way that violates applicable state, federal or international laws, regulations or other government requirements. Your right to access and use the Services is non-exclusive, non-transferable, non-sublicensable and fully revocable.

Payment

You agree to pay all fees and charges associated with the Services on a timely basis. Unless otherwise stated, all fees and charges are due and payable in advance, are non-refundable, and are exclusive of any applicable federal, state, or local taxes. All such fees and charges are earned upon receipt and will be charged to the payment method you provide when you purchase the Services. If your purchase of the Services is subject to a monthly subscription, then you consent to Company charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until you notify Company of your cancellation. You agree to maintain a valid payment method during the term of your use of such Services.

If your use of the Services is subject to a monthly subscription, your subscription will continue and be automatically renew until cancelled. You can cancel your subscription at any time by contacting Company. Your cancellation will take effect at the end of the current paid term.

Privacy Policy

Data privacy and security is important to Company. Please review Company's Privacy Policy at the Divorce Solutions LLC website. By using the Services, you agree to be bound by Company's Privacy Policy.

Termination

If you fail to comply with these Terms of Service, Company may in its sole discretion limit, suspend, or terminate your access to the Services. No waiver of any provision of these Terms of Service, shall be deemed to be a further or continuing waiver of any provision or as a waiver of any other provision. Nothing in these Terms of Service is intended to, or shall be construed to, create a partnership, agency, joint venture, employment or similar relationship.

In the event the Services are terminated, Company shall close your client file and provide you with access to your file for thirty (30) days after termination. If you fail to request a copy of your file within thirty (30) days, Company shall have the right, but not the obligation to destroy your file in its entirety.

Indemnification

You agree to defend, indemnify and hold Company harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following alleged activities: (i) your access to or use of the Services or any other information provided by Company; (ii) any alleged breach of these Terms of Service; (iii) your violation of any state, federal or international laws, regulations or other government authorities, including without limitation, any regulatory, administrative and legislative authorities; or (iv) any misrepresentation made by you.

Limitations on Liability

Company shall not be liable to you or any third party for any damages whatsoever, and in particular, Company shall not be liable for any special, indirect, consequential, or incidental damages arising out of your access to or use of the Services or any other information provided by Company, whether such damages arise in contract, negligence, tort or under statute, in equity, at law, or otherwise, even if Company has been advised of the possibility of such damages.

Changes

Company may change these Terms of Service, in whole or in part, at any time. Changes will be posted online in these Terms of Service. Company will alert you about any changes by updating the "Last Updated" date of these Terms of Service, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review the Terms of Service to stay informed of updates. Your continued use of the Services shall constitute your acceptance of all changes, and each use of the Services constitutes your reaffirmation of your acceptance of these Terms of Service. If you do not agree to the changes to these Terms of Service, your sole and exclusive remedy will be to terminate your account and cease use of the Services.

Miscellaneous

The relationship between you and Company is not one of agency or partnership and neither you nor Company shall be deemed to be a partner, employee, fiduciary, agent or representative of the other by your use of the Services. You may not assign or transfer your rights to any third party.

The Terms of Service constitute the entire agreement and understanding between you and Company. You agree that the Terms of Service will not be construed against Company by virtue of having drafted them. The Terms of Service are governed by the laws of the State of Arizona, without regard to the choice or conflicts of law provisions. You agree proper venue for any dispute arising out of your access to or use of the Services or these Terms of Service is the Arizona Superior Court for Maricopa County or the United States District Court for the District of Arizona, and you irrevocably and unconditionally waive any claim or defense based on improper venue or forum non conveniens as to any such action or proceeding.

In case any of these Terms of Service will be held invalid, illegal or unenforceable, in whole or in part, the validity of any of the other terms of these Terms of Service will not in any way be affected thereby. Company's failure to exercise or enforce any right or provision of these Terms of Service shall not operate as a waiver of such right or provision.