

# eMoney

## Terms of Service

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*Effective Date: 12/1/2023*

*Welcome to eMoney! By accessing and using our services, you agree to comply with and be bound by the following terms and conditions. Please read these Terms of Service carefully before using our services.*

### **1. Acceptance of Terms**

By accessing or using our website, services, or products (collectively referred to as "Services"), you agree to abide by these Terms of Service and any other guidelines or policies referenced within. If you do not agree with these terms, you must immediately cease using our Services.

### **2. Modifications to Terms**

eMoney reserves the right to modify, amend, or revise these Terms of Service at any time. Any updates to the Terms will be posted on this page with the updated effective date. Continued use of the Services after any changes indicates your acceptance of the revised terms.

### **3. Eligibility**

You must be at least 18 years old to use our Services. By using our Services, you confirm that you meet the eligibility requirements.

### **4. Account Registration and Security**

- To access certain features of our Services, you may be required to create an account. You agree to provide accurate and up-to-date information during the registration process.
- You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.
- Notify us immediately if you suspect unauthorized use of your account.

### **5. Use of Services**

- You agree to use our Services for lawful purposes only and in accordance with all applicable laws and regulations.
- You will not engage in any activity that disrupts or interferes with the functioning of our Services or violates the rights of others.

### **6. Payments and Billing**

- For services requiring payment, you agree to provide accurate payment information and authorize us to charge the relevant fees.
- All fees are subject to change, and any changes will be communicated to you in advance.

### **7. Intellectual Property**

- All content, trademarks, and other intellectual property provided through our Services are the property of eMoney or its licensors.

- You agree not to reproduce, distribute, or otherwise use any of our intellectual property without explicit permission.

## **8. Privacy**

Your use of our Services is also governed by our Privacy Policy, which explains how we collect, use, and protect your personal information. Please review it for further details.

## **9. Return Policy**

All purchases made through our Services are subject to our Return Policy. By completing a purchase, you acknowledge and agree to the terms outlined in the Return Policy, including that all sales are final except where the service was not delivered as promised and eligibility requirements are met. Please review our Return Policy for full details.

## **10. Earnings Disclaimer**

You should not rely on any revenue, sales, or earnings information we present as a promise, guarantee, or expectation of success or earnings. eMoney makes no guarantees regarding income, profits, or results of any kind. Results vary significantly based on multiple factors outside our control, including but not limited to your experience, skills, effort, education, financial situation, and market conditions. Any examples of earnings or results are not typical and should not be interpreted as promises or guarantees of your own results.

## **11. Termination**

eMoney reserves the right to suspend or terminate your access to our Services at any time and for any reason, including if you violate these Terms of Service. Upon termination, your right to use the Services will immediately cease.

## **12. Limitation of Liability**

eMoney is not liable for any damages resulting from the use or inability to use our Services, including but not limited to direct, indirect, incidental, or consequential damages. This limitation applies even if we have been advised of the possibility of such damages.

## **13. Indemnification**

You agree to indemnify, defend, and hold harmless eMoney and its affiliates, employees, and agents from any claims, damages, liabilities, and expenses arising from your use of the Services or violation of these Terms.

## **14. Dispute Resolution and Arbitration**

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

Any dispute, claim, or controversy arising out of or relating to these Terms of Service or the use of our Services shall first be resolved through binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify.

Arbitration shall be conducted by a mutually agreed-upon arbitrator under the rules of the American Arbitration Association (AAA). The arbitration will take place in Florida, and the arbitrator's decision shall be final and binding. Each party shall bear its own costs unless the arbitrator decides otherwise.

If arbitration is found to be unenforceable or inapplicable to a particular claim, such claim shall be resolved exclusively in the state or federal courts located in Florida, and you consent to the personal jurisdiction of such courts.

YOU AND EMONEY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

## **15. Governing Law**

These Terms of Service are governed by and construed in accordance with the laws of Florida, without regard to its conflict of law principles.

## **16. SMS and Text Message Marketing Terms**

By opting into our SMS and text message marketing program, you agree to the following:

- **Opt-In and Consent:** By providing your mobile phone number and opting in, you expressly consent to receive promotional messages, alerts, and other marketing communications from eMoney. You confirm that you are the account holder or have the account holder's permission to enroll. Standard message and data rates may apply.
- **Frequency:** The frequency of messages may vary based on your interaction with our platform and your preferences.
- **Opt-Out:** To stop receiving SMS marketing communications, reply "STOP" to any message. You may continue to receive non-promotional messages related to your account or transactions.
- **Privacy:** Your mobile phone number and provided data may be used to deliver marketing messages. We will not share your information with third parties for marketing purposes without your explicit consent.
- **Changes:** We reserve the right to modify these SMS terms at any time. Continued participation constitutes acceptance of any revised terms.

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## **17. Contact Us**

If you have any questions about these Terms of Service or our Services, please contact us at [email@emoneyreselling.com](mailto:email@emoneyreselling.com).