

YOU AGREE THAT BY USING THE SERVICES YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.

## Terms of Service

By accessing and using our Services (please see definition below), you are agreeing to these Terms of Service, our [Privacy Policy](#) and any applicable Additional Terms (please see definition below) (collectively referred to as the "Agreement").

1. Description of Services
2. Limitations and Restrictions on Use of Services
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### 1.1 Description of Services

Services refer to all products and services owned and operated by Halleman Bradley Inc. or any of its affiliated brands and companies (collectively, "chaseoptout.com," "we," or "us"). This includes but not limited to the tools, content, features, data, software, and functions made available through [www.chaseoptout.com](http://www.chaseoptout.com), as well as other websites or applications we operate, unless those websites or applications have posted separate or additional terms of service. Services are not intended to provide legal, tax or financial advice. Our Services currently include the following key feature:

- **Free Opt Out of JP Morgan Chase's Binding Arbitration Clause.** We provide you with a free and convenient way to reject the binding arbitration clause recently included by JP Morgan Chase in their Terms of Service.

### 1.2 Changes to Services

We reserve the right in our sole and absolute discretion to make changes to this Website, including its look, feel, format, and content, as well as (ii) the products and/or services as described in this Website. We may, at any time, for any reason and without notice, make changes to how we operate and provide our Services, including adding new services, modifying existing services, or suspending, discontinuing, or terminating your access to any or all portions of our Services. Some of our Services are subject to additional terms and conditions ("Additional Terms"), which are posted separately from these terms but are incorporated and form a part of the Agreement if you decide to use or access those features. If there is a conflict between applicable Additional Terms and these terms, the Additional Terms will control.

## 2. Limitations and Restrictions on Use of Our Services

### 2.1 Analysis

As described in our Privacy Policy, we may use your personal information we obtain to analyze, sort, and present certain information or features to you.

### 2.2 Not a Legal or Professional Advisor

Chaseoptout.com is not a credit repair organization, credit counselor, or financial or legal advisor as defined under federal or state law. Use of our Services is not a replacement for personal, professional advice or assistance regarding your finances, credit history or fixing your credit rating.

### 2.3 Territorial Restrictions

We control and operate our Services from the United States and we make no representations or warranties that the information, products, or services provided through our Services, or our Content (defined below), are appropriate for access or use in other jurisdictions. We make no representation that the information, opinions, advice or other content is appropriate or that our Services are available outside of the United States. You are not permitted to access or use our Services in any jurisdiction or country if it would be contrary to the law or regulation of that jurisdiction or if it would subject us to the laws of, or any registration requirement with, such jurisdiction. We reserve the right to limit the availability of our Services or the provision of any of our Content to any person, geographic area, or jurisdiction, at any time and in our sole and absolute discretion.

### 2.4 Compliance with Law

You must comply with all applicable laws when using our Services. You may not use our Services in any manner that could damage, disable, overburden, or impair them or interfere with any other party's use and enjoyment of the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the chaseoptout.com site.

### 2.5 Links to or Connections with Third Party Sites or Applications

Our Services or communications to you may contain third party content or links to third party sites, applications or services (collectively, "Third Party Content"). Our Services may also include features that allow you to connect with services provided by third parties, such as accounts you maintain with financial institutions or social media platforms like Facebook (collectively, "Third Party Services"). We do not control, maintain, or endorse the Third Party Content or Third Party Services, and we are not responsible or liable for any Third Party Content or Third Party Services, including any damages, losses, failures, or problems caused by, related to, or arising from Third Party Content or Third Party Services. Your

interactions and business dealings with the providers of the Third Party Content or Third Party Services, including products or services offered by such third parties, are solely between you and the third party. You should review all of the relevant terms and conditions associated with Third Party Content or Third Party Services, including any privacy policies and terms of service. We are not responsible for any information that you agree to share with third parties in connection with Third Party Content or Third Party Services.

## 2.6 Spamming

Gathering email addresses from chaseoptout.com through harvesting or automated means is prohibited. Posting or transmitting unauthorized or unsolicited advertising, promotional materials, or any other forms of solicitation to other users is prohibited.

## 3. Ownership and Infringement

### 3.1 Content

All content and materials, including but not limited to trademarks, service marks, designs, logos, URLs, trade names, images, text, visual interfaces, information, data, and computer code, provided by us through our Services (our "Content") and all related intellectual property rights are the property of chaseoptout.com and/or its third-party licensors. Our Content is protected by U.S. and international intellectual property laws and treaties. You are permitted to use our Content only on our Services and you may not copy, modify, sell, reproduce, distribute, republish, display, post, create derivative or collective works from, or transmit in any form (including in-line linking or mirroring) our Content, in whole or in part, without our express prior written consent. You may not reverse engineer or reverse compile any of our Services or the technology used to operate our Services. Nothing in the Agreement or our Services grants you, by implication, estoppel, or otherwise, any license or right to use our Content except as expressly stated in the Agreement.

### 3.2 Our Partners' Intellectual Property

We respect the intellectual property of others and expect you to do the same. Our Services may display certain intellectual property, such as company, product, and service name and logos, that is owned by our partners (our "Partners' Intellectual Property"). Nothing in the Agreement or our Services grants you, by implication, estoppel, or otherwise, any license or right to copy, modify, sell, reproduce, distribute, republish, display, post, create derivative works from or transmit in any form (including in-line linking or mirroring) any of our Partners' Intellectual Property.

### 3.3 Infringement of Rights

You may not use our Services in any manner that infringes the rights of any third party. If you believe, in good faith, that any of our Services or Content infringes your copyrights, you may send a notice of infringement ("Notice") under the federal Digital Millennium Copyright Act ("DMCA") by email:

Attention: Legal Department  
legal@chaseoptout.com

Chaseoptout.com reserves the right to block or otherwise prohibit in our sole discretion any individual who repeatedly posts materials that are alleged to infringe the intellectual property rights of others.

#### 4. Monitoring of Our Services and Disclosure for Administrative and Legal Reasons

Chaseoptout.com has the right, but not the obligation, to monitor our Services electronically. We may access, use, preserve, transfer or disclose, at any time and without notice to you, any information (including Personal Information as defined in our Privacy Policy) as reasonably necessary to: (1) comply with any applicable law, regulation, subpoena, or legal process, or respond to any governmental request or cooperate with law enforcement, if we believe such action is required or permitted by law; (2) enforce this Agreement, including to investigate potential violations; (3) protect the safety, integrity, rights, or security of our users, our Services or equipment, or any third party; or (4) detect, prevent, or otherwise address fraud, security, or technical issues related to our Services or the services of our partners.

#### 5. Disclaimers

**WE PROVIDE OUR SERVICES, OUR CONTENT, AND ALL CONTENT AND MATERIALS AVAILABLE THROUGH OUR SERVICES “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED. CHASEOPTOUT.COM, ON BEHALF OF ITSELF, ITS AFFILIATES AND ITS LICENSORS, DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO OUR SERVICES OR CONTENT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY, ACCURACY, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE.**

**NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OUR SERVICES OR CONTENT, OR OTHERWISE AVAILABLE THROUGH OUR SERVICES WILL CREATE ANY WARRANTY REGARDING CHASEOPTOUT.COM OR ANY OF OUR SERVICES THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU USE OUR SERVICES, AND USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN OUR CONTENT OR OTHER CONTENT AVAILABLE THROUGH OUR SERVICES, AT YOUR OWN DISCRETION AND RISK. YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO OUR SERVICES, YOUR DEALINGS WITH ANY OTHER MEMBER OR THIRD PARTY, AND YOUR USE OF OUR CONTENT OR OTHER CONTENT AVAILABLE THROUGH OUR SERVICES. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING ANY COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH OUR SERVICES), OR THE LOSS OF DATA THAT MAY RESULT FROM THE USE OF OUR SERVICES OR THE USE OF ANY OF OUR CONTENT OR OTHER CONTENT AVAILABLE THROUGH OUR SERVICES.**

**YOU ACKNOWLEDGE THAT CHASEOPTOUT.COM IS SOLELY AN INTERMEDIARY (I) BETWEEN YOU AND OTHER INFORMATION PROVIDERS; AND (II) BETWEEN YOU AND OUR PARTNERS. CHASEOPTOUT.COM EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY ERRORS OR**

**OMISSIONS IN OUR CONTENT OR OUR SERVICES, INCLUDING THE INACCURACY OR INCOMPLETENESS OF ANY INFORMATION, TOOLS OR ANALYSES AVAILABLE THROUGH OUR SERVICES OR OUR CONTENT.**

**NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL AFFECT WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION OR RESTRICTION UNDER APPLICABLE LAW.**

**You understand and agree that any alerts provided by the Service may be delayed or prevented by many factors. Chaseoptout.com will do its best to provide alerts with utmost accuracy and in a timely fashion; however, we do not guarantee the delivery or accuracy of the content of our alerts. You also agree that Chaseoptout.com will not be liable for any inaccuracies or the delays in the alerts, nor will Chaseoptout.com be liable for any actions taken or not taken by you or a third party in reliance on Chaseoptout.com alerts.**

#### **6. Limitation of Liability**

**YOUR USE OF THE CONTENT AND SERVICES IS AT YOUR OWN RISK. CHASEOPTOUT.COM AND ITS REPRESENTATIVES, AGENTS, AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EQUITY HOLDERS, EMPLOYEES, PARENT ENTITIES, SUBSIDIARIES, JOINT VENTURES, PARTNERS, AFFILIATED ENTITIES, REPRESENTATIVES, AGENTS, LICENSEES, AND LICENSORS (COLLECTIVELY, THE "CHASEOPTOUT.COM PARTIES") WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (SUCH AS LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, OR OTHER INTANGIBLE LOSSES) ARISING OUT OF OR RELATING IN ANY WAY TO OUR SERVICES, OUR CONTENT OR OTHER CONTENT.**

**EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8 (DISPUTE RESOLUTION) OR REQUIRED BY APPLICABLE LAW (E.G., ANY NON-WAIVABLE RIGHTS OR REMEDIES), IN NO EVENT WILL THE TOTAL LIABILITY OF THE CHASEOPTOUT.COM PARTIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF, OR ANY INABILITY TO USE ANY PORTION OF, OUR SERVICES, OR OTHERWISE ARISING OUT OF OR RELATING TO THE AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED IN THE AGGREGATE ONE HUNDRED UNITED STATES DOLLARS (\$100.00).**

**IF ANY OF THE FOREGOING LIMITATIONS ARE FOUND TO BE INVALID, THE CHASEOPTOUT.COM PARTIES' TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION OF ANY KIND OR NATURE WHATSOEVER SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.**

#### **7. Indemnification**

**You will defend (if requested by any Chaseoptout.com Party), indemnify, and hold harmless the Chaseoptout.com Parties from and against any and all claims, losses, expenses, demands, or liabilities,**

including attorneys' fees and costs, incurred by the Chaseoptout.com Parties in connection with any claim by a third party arising out of or in any way related to: (1) your use of our Services, our Content or other Content available through our services; (2) your violation or alleged violation of the Agreement or your violation or alleged violation of any applicable law; (3) your infringement or alleged infringement of any intellectual property or other right of any other person or entity; or (4) any dispute between you and a third party, including any provider of Third Party Content. You must not settle any such claim or matter without the prior written consent of Chaseoptout.com. The Chaseoptout.com Parties reserve the right, at their own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, and you further agree that you will cooperate fully in the defense of any such claims.

## 8. Dispute Resolution

### 8.1 Generally

You agree that any claim or dispute you may have against us must be resolved by a court located in Los Angeles County, California, except as otherwise agreed by the parties. You agree to submit to the personal jurisdiction of the courts located within Los Angeles County, California for the purpose of litigating all such claims or disputes.

### 8.2 Arbitration (Just Kidding!)

### 8.3 Modifications

If Chaseoptout.com makes any future change to this provision (other than a change to Chaseoptout.com's address for Notice), you may reject the change by sending us written notice within 30 days of the change to Chaseoptout.com's address for Notice, in which case this provision, as in effect immediately prior to the amendments you reject, will survive.

### 8.4 Enforceability

If any provision of this Section 8 is unlawful, void, or unenforceable for any reason, then that provision will be given effect to the greatest extent possible and the remaining provisions will remain in full force and effect.

## 9. Miscellaneous

### 9.1 Governing Law

The Agreement is governed by the laws of the State of Delaware, excluding conflicts of law provisions. If an applicable law is in conflict with any part of the Terms of Service, the Terms of Service will be deemed modified to conform to the law. The other provisions will not be affected by any such modification.

## 9.2 Entire Agreement

The terms of the Agreement (including the Privacy Policy and any Additional Terms) constitute the entire and exclusive agreement between Chaseoptout.com and you in connection with your use of our Services or our Content.

## 9.3 Changes to the Agreement

We may modify the Agreement at any time. We will post modifications to these Terms of Service on this page. If a change materially modifies your rights or obligations, you may need to accept the modified terms to continue to use our Services. Material modifications will take effect when you accept the modified terms; immaterial modifications will take effect when published. By continuing to use our Services following any modification to these terms, our Privacy Policy or any Additional Terms, you are agreeing to the Agreement as modified.

## 9.4 Waiver Only in Writing

Chaseoptout.com's failure to enforce any of its rights or act with respect to a breach by you or others of the Agreement does not constitute a waiver of any rights and will not limit Chaseoptout.com's rights with respect to that breach or any subsequent breaches. No waiver by Chaseoptout.com of any of the provisions in the Agreement will be of any force or effect unless made in writing and signed by a duly authorized officer of Chaseoptout.com.

## 9.5 Assignment

Chaseoptout.com may assign the Agreement to any party at any time without notice to you. You may not assign your rights under the Agreement, by operation of law or otherwise, without our consent.

## 9.6 Severability

If any provision of the Agreement is unlawful, void, or unenforceable for any reason, then that provision will be given effect to the greatest extent possible and the remaining provisions will remain in full force and effect. **Nothing in the Agreement shall affect any non-waivable statutory rights or remedies that apply to you.**

## 9.7 Interpretation

The titles and annotations contained in these terms are inserted only as a matter of convenience and have no legal or contractual effect. The Agreement will not be construed against Chaseoptout.com because we drafted it.

#### 9.8 Security

Halleman Bradley Inc. does not warrant that the functions contained in the service provided by the chaseoptout.com will be uninterrupted or error-free, that defects will be corrected or that this service or the server that makes it available will be free of viruses or other harmful components.