

Claim Services  
TERMS OF USE

**Last Updated:** [October 20, 2022]

## **1. AGREEMENT TO TERMS**

These Terms of Use (“Terms”) constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Claim Services (“Claim Services”, “we”, “us”, or “our”), concerning your access to and use of the Claim Services website, [www.claimservices.org](http://www.claimservices.org) (the “Site”).

You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms and you consent to the collection, use, and sharing of your information and other activities as described in our Privacy Policy, incorporated herein by reference.

Supplemental terms and conditions or documents (“Additional Terms”) may be posted on the Site from time to time and are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and any Additional Terms at any time and for any reason. We will alert you about any changes by updating the “Last Updated” date of these Terms, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time you use our Site so that you understand which Terms apply. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms by your continued use of the Site after the date such revised Terms are posted.

**PLEASE READ THESE TERMS CAREFULLY. THESE TERMS REQUIRE THAT YOU ARBITRATE ANY DISPUTES YOU HAVE WITH US AND WAIVE ABILITY TO BRING CLAIMS AGAINST US IN A CLASS ACTION FORMAT.** If you do not agree to these Terms and any Additional Terms, do not use the Site.

## **2. USE OF THE SITE**

**The Site.** The Site may contain: (i) materials and other items relating to Claim Services and its services including software, layout, information, databases, images, scripts, designs, graphics, illustrations, photographs, sounds, pictures, videos, technology, interactive features, the “look and feel” of the Site (collectively, the “Content”); (ii) logos, service marks, trademarks, trade names, trade dress, and trade identities of various parties, including those of Claim Services (collectively, the “Marks”); and (iii) other forms of intellectual property. All rights, title, and interest in and to the Site is the property of Claim Services, our licensors, or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent, and/or other intellectual property and unfair competition rights and laws to the fullest extent possible.. Except as expressly provided in these Terms, no part of the Site, including the Content or Marks, may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

**Limited License.** Subject to your strict compliance with these Terms, Claim Services grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to access, display, view, and use the Site (“User License”). The foregoing User License (i) does not give you any ownership of, or any other intellectual property interest in the Site; and (ii) may be immediately suspended or terminated for any reason, in Claim Services’ sole discretion, and without advance notice or liability. Your unauthorized use of the Site may violate copyright, trademark, privacy, publicity, communications, and other laws, and

any such use may result in your personal liability, including potential criminal liability. We reserve all rights not expressly granted to you in and to the Site, including the Content and the Marks.

### 3. ACCESS TO THE SITE

**User representations.** The Site is intended for users who are at least the age of majority at their place of residence. By using the Site, you represent and warrant that: (i) you have the legal capacity and you agree to comply with these Terms; and (ii) you are not a minor in the jurisdiction in which you reside.

**Account creation.** Accessing some of the Site may require the creation of an account. If you create an account on the Site, you are solely responsible and liable for the security and confidentiality of your access and for all activity under your account. You will immediately notify us at [mark@claimservices.org](mailto:mark@claimservices.org) if you suspect any unauthorized use of your account, password, or username, or any other breach of security. If you provide any information that is untrue, inaccurate, not current, or incomplete during your account creation, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

**Site availability.** We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

**Site management.** We reserve the right, but not the obligation, to: (i) monitor the Site for violations of these Terms; (ii) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms, including without limitation, reporting such user to law enforcement authorities; (iii) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (iv) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

### 4. PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

- Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
- Trick, defraud, impersonate, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
- Use any information obtained from the Site in order to harass, abuse, or harm another person, including any of our employees or agents engaged in providing any portion of the Site to you;
- Make improper use of our support services or submit false reports of abuse or misconduct;
- Circumvent, disable, or otherwise interfere with the Site, including (i) interfering with security-related features of the Site that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein; (ii) engaging in unauthorized

framing of or linking to the Site; or (ii) uploading or transmitting (or attempting to upload or to transmit) viruses, Trojan horses, or other material, that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site;

- Access the Site through automated or human means, whether through a bot, script, or otherwise or use any data mining, robots, or similar data gathering and extraction tools;
- Delete the copyright or other proprietary rights notice from any Content;  
Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms");
- Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code;
- Use a buying agent or purchasing agent to make purchases on the Site;
- Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses;
- Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise; or
- Otherwise violate these Terms.

## **5. USER GENERATED CONTRIBUTIONS**

The Site does not offer users to submit or post content. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions").

In the event that we allow you to make Contributions to the Site, we do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. You agree that Claim Services shall have, and hereby grant to Claim Services, a worldwide, royalty-free, perpetual, irrevocable, sublicensable, non-exclusive right and license to the Contributions.

## **6. SUBMISSIONS**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## **7. TERM AND TERMINATION**

THESE TERMS SHALL REMAIN IN FULL FORCE AND EFFECT WHILE YOU USE THE SITE. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON

FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE ANY CONTRIBUTIONS AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **8. GOVERNING LAW**

These Terms, your rights, and the rights of Claim Services within these Terms shall be governed by and construed in accordance with the laws of the state of Illinois, without regard to choice of laws principles. Any action arising out of or relating to these Terms shall be filed only in the state or federal courts located in Aurora, Illinois. By using this Site, you irrevocably consent to the exclusive personal jurisdiction and venue of the courts of the state of Illinois to resolve any dispute which may arise in connection with these Terms.

## **9. DISPUTE RESOLUTION & ARBITRATION**

**Dispute resolution.** To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms (each "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

**Binding arbitration.** THESE TERMS PROVIDE THAT ALL DISPUTES BETWEEN YOU AND CLAIM SERVICES THAT IN ANY WAY RELATE TO THESE TERMS WILL BE RESOLVED BY BINDING ARBITRATION. ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION PROCEEDING) TO ASSERT OR DEFEND YOUR RIGHTS UNDER THESE TERMS (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT). YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY AND YOUR CLAIMS CANNOT BE BROUGHT AS A CLASS ACTION.

Certain portions of this Section are deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act. You and Claim Services agree that we intend that this Section satisfies the "writing" requirement of the Federal Arbitration Act. This Section can only be amended by mutual agreement.

You and Claim Services agree that any dispute, claim, or controversy arising out of or relating in any way to these Terms, including your use of the Site, shall be determined by binding arbitration instead of in courts of general jurisdiction. Arbitration is more informal than bringing a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and is subject to very limited review by courts. Arbitration allows for more limited discovery than in court, however, we agree to cooperate with each other to agree to reasonable discovery in light of the issues involved and amount of the claim. Arbitrators can award the same damages and relief that a court can award, but in so doing, the arbitrator shall apply substantive law regarding damages as if the matter had been brought in court, including without limitation, the law on punitive damages as applied by the United States Supreme Court. You agree that, by agreeing to these Terms, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and

that you and Claim Services are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms and any other contractual relationship between you and Claim Services.

YOU AND CLAIM SERVICES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Claim Services agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

If this Section to arbitrate provision is found to be unenforceable, then (i) the entirety of this Section shall be null and void, but the remaining provisions of these Terms shall remain in full force and effect; and (ii) the exclusive jurisdiction and venue for any claims will be in state or federal courts located in and for Illinois.

## **10. MODIFICATIONS & SITE CONTENT ACCURACY**

**Modifications.** We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, suspension, or discontinuance of the Site.

**Accuracy.** Claim Services will use reasonable efforts to include accurate and current information on the Site, but there may be occasions when information on the Site contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, availability, and other matters. Claim Services reserves the right to correct any errors and to update Site information at any time.

## **11. DISCLAIMER**

THE SITE, THE CONTENT, THE MARKS, ITS LINKS, AND COMMUNICATIONS ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE (INCLUDING ITS CONTENT, SOFTWARE AND LINK). IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. .

## **12. LIMITATION OF LIABILITY**

IN NO EVENT WILL CLAIM SERVICES, ITS DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, AND ITS VENDORS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGE ARISING FROM YOUR USE OF THE SITE, RECEIPT OF ANY COMMUNICATION, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SITE. THESE EXCLUSIONS FOR DIRECT, INDIRECT, SPECIAL,

INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES INCLUDE, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF CLAIM SERVICES HAD BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. TO THE EXTENT SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE LIABILITY OF CLAIM SERVICES, ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, AND VENDORS IN SUCH STATE OR JURISDICTION SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

### **13. INDEMNIFICATION**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (i) use of the Site; (ii) breach of these Terms; (iii) any breach of your representations and warranties set forth in these Terms; (iv) your violation of the rights of a third party, including but not limited to intellectual property rights; (v) any overt harmful act toward any other user of the Site with whom you connected via the Site; or (vi) your Contributions. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it. You will not, in any event, settle any claim without the prior written consent of Claim Services.

### **14. USER DATA**

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. All information we collect on the Site is subject to our Privacy Policy. By using the Site, you consent to all actions taken by us with respect to any user data in accordance with our Privacy Policy.

### **15. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES**

We may communicate with you electronically in regard to the Site, including by email, and we may collect information related to communications between you and Claim Services. You agree and consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically satisfy any legal requirement that such communication be in writing. You agree that any time you electronically transact, agree, or consent via the Site, your action is intended as an electronic signature which binds you as if you had signed on paper. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

### **16. MISCELLANEOUS**

**Complete Agreement; No Waiver.** These Terms and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such

right or provision. These Terms operate to the fullest extent permissible by law. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

**Assignment; Severability.** We may assign any or all of our rights and obligations to others at any time without any notice. These Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Claim Services. If any provision or part of a provision of these Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

**No Joint Venture.** There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms or use of the Site.

**Interpretation.** You agree that these Terms will not be construed against us by virtue of having drafted them. The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms.

**International Issues.** Claim Services controls and operates the Site from its offices in the United States, and Claim Services makes no representation that the Site is appropriate or available for use beyond the United States. If you use the Site from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content if and to the extent local laws apply. We reserve the right to limit the availability of the Site and/or the provision of any content, program, product, service, or other feature described or available through the Site to any person, entity, geographic area, or jurisdiction at any time and in our sole discretion and to limit the quantities of any content, program, product, service, or other feature that we provide.

## **17. CONTACT US**

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

**Phone Number:** 877-658-3960

**Email:** [mark@claimservices.org](mailto:mark@claimservices.org)