

**THIS PARAGRAPH CONTAINS AN IMPORTANT NOTICE REGARDING THE FOLLOWING WEBSITE TERMS OF USE. PLEASE READ IT AND THE TERMS OF USE CAREFULLY. SECTION 13 OF THESE TERMS OF USE REQUIRES ARBITRATION ON AN INDIVIDUAL BASIS, AND SECTION 14 LIMITS THE TIME PERIOD WITHIN WHICH YOU MAY BRING A CLAIM AGAINST US.**

## **PREPARE LLC Website Terms of Use**

### **1) Acceptance of the Terms of Use**

These terms of use are entered into by and between You and PREPARE LLC ("Company," "we," or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "Terms of Use"), govern your access to and use of <https://www.preparebiz.com>, [courses.immigrantbizhub.com](https://www.preparebiz.com/courses/immigrantbizhub.com), including any content, functionality, and services offered on or through <https://www.preparebiz.com> (the "Website"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. **By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at [w PREPARE - Privacy Policy \(MWE 5-1-23\).docx](#) incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older, and reside in the United States or any of its territories or possessions. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

### **2) Changes to the Terms of Use**

We reserve the right to change these Terms of Use at any time upon notice. We will give notice by posting the updated Terms of Use on the Website or by any other reasonable means. You can review the most current version of these Terms of Use at any time at [courses.immigrantbizhub.com](#) and [preparebiz.com](#). The version of the Terms of Use in effect at the time of your use of the Website applies. The updated Terms of Use are binding on you with respect to your use of the Website on or after the date indicated in the updated Terms of Use. If you do not agree to the updated Terms of Use, you must stop using the Website. Your continued use of the Website after the date of the updated Terms of Use will constitute your acceptance of the updated Terms of Use.

### **3) Accessing the Website and Account Security**

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You hereby consent to all actions we take, consistent with our Privacy Policy and these Terms of Use, with respect to all information you provide to or in connection with the Website, including through the use of any interactive features on the Website (collectively, "User Submissions"). If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We may disable any username, password, or other identifier at any time, in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

#### **4) Intellectual Property Rights**

The Website (including all information, materials, software, text, displays, images, video, and audio, and the design, selection, and arrangement of those things) are owned by Company, its licensors, or other providers and may be protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws (“**Website IP**”). Company retains all right, title, and interest in and to the Website IP. These Terms of Use contain no implied licenses. Except as otherwise indicated elsewhere on the Website, you may view, download, and print any Website IP subject to the following conditions: (i) you must not access or use for any commercial purposes any Website IP or any services or materials available through the Website; (ii) the Website IP must not be modified or altered without our express prior written authorization; (iii) you must not remove any copyright or other proprietary notices contained in the Materials without our express authorization; and (iv) we reserve the right to revoke the authorization to view, download, and print the Website IP at any time, and any such use shall be discontinued immediately upon written notice from us.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: [contact@preparebiz.com](mailto:contact@preparebiz.com)

#### **5) Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website: 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 transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation. To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing). To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to: Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website. Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website. Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent. Use any device, software, or routine that interferes with the proper working of the Website. Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website. Attack the Website via a denial-of-service attack or a distributed denial-of-service attack. Otherwise attempt to interfere with the proper working of the Website.

#### **6) Reliance on Information Posted**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

#### **7) Online Purchases and Other Terms and Conditions**

All purchases through our site or other transactions for the sale of goods, services, or information formed through the Website, or resulting from visits made by you, are governed by our Terms of Sale [LINK TO TERMS OF SALE], which are hereby incorporated into these Terms of Use.

Additional terms and conditions may also apply to specific portions, services, or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

#### **8) Links from the Website**

This Website contains links to other sites, resources, or social media applications provided by third parties. These links are provided for your convenience only. We do not control these platforms or the terms and conditions which govern these platforms, and accept no responsibility for them or for any loss or damage that may arise from your use of them. We assume no responsibility for consequences resulting from the use of the information herein, (or from use of the information obtained at the linked internet addresses,) or in any respect for the content of such information, including, (but not limited to) errors or omissions, the accuracy or reasonableness of factual or scientific assumption, studies or conclusions, the defamatory nature of statements, ownership of copyright or other intellectual property rights, and the violation of the property, privacy, or personal rights of others. If you access any such third-party sites or resources, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

#### **9) Disclaimer of Warranties**

YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. TO THE FULLEST EXTENT PROVIDED BY LAW, COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

#### **10) Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS (COLLECTIVELY, "**COMPANY PARTIES**") BE LIABLE FOR ANY

INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RELATED TO THESE TERMS OF USE OR YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, OR ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. THE AGGREGATE LIABILITY OF THE COMPANY PARTIES TO YOU FOR ALL CLAIMS AND DAMAGES RELATED TO THESE TERMS OF USE OR YOUR USE OR INABILITY TO USE THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT OR SERVICES ON OR PROVIDED IN CONNECTION WITH THE WEBSITE OR SUCH OTHER WEBSITES WILL NOT EXCEED \$100 U.S. DOLLARS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SUCH DAMAGES OR LIABILITY. NOTHING IN THIS SECTION 10 WILL BE INTERPRETED AS EXCLUDING LIABILITY THAT CANNOT UNDER APPLICABLE LAW BE EXCLUDED.

### **11) Indemnification**

You will defend, indemnify, and hold harmless the Company Parties from and against any third party claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to (a) your violation of these Terms of Use, (b) your use of the Website, (c) any User Submission made by you, including with respect to violations of any other party's rights, such as intellectual property or other proprietary rights, and laws related to privacy or information security; or (d) your violation of any other party's rights or applicable law.

### **12) Governing Law and Jurisdiction**

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of California, in each case located in the City of Los Angeles and County of Los Angeles, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **13) Arbitration**

YOU WILL SUBMIT ANY DISPUTES ARISING FROM THESE TERMS OF USE OR THE WEBSITE, INCLUDING DISPUTES ARISING FROM OR CONCERNING THEIR INTERPRETATION, VIOLATION, INVALIDITY, NON-PERFORMANCE, OR TERMINATION, TO FINAL AND BINDING ARBITRATION UNDER THE RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION APPLYING DELAWARE LAW. THE SEAT OR LEGAL PLACE OF ARBITRATION WILL BE IN LOS ANGELES, CALIFORNIA. YOU AGREE TO ARBITRATE IN YOUR INDIVIDUAL CAPACITY ONLY – NOT AS A REPRESENTATIVE OR MEMBER OF A CLASS – AND YOU EXPRESSLY WAIVE ANY RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS ACTION BASIS. FURTHERMORE, UNLESS YOU AND COMPANY AGREE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A

REPRESENTATIVE OF CLASS PROCEEDING. ALL ARBITRATION PROCEEDINGS ARE CONFIDENTIAL. ARBITRATION ORDERS AND AWARDS REQUIRED TO BE FILED WITH APPLICABLE COURTS OF COMPETENT JURISDICTION ARE NOT CONFIDENTIAL AND MAY BE DISCLOSED BY THE PARTIES TO SUCH COURTS. A PARTY WHO IMPROPERLY DISCLOSES CONFIDENTIAL INFORMATION WILL BE SUBJECT TO SANCTIONS. THE ARBITRATOR AND FORUM MAY DISCLOSE CASE FILINGS, CASE DISPOSITIONS, AND OTHER CASE INFORMATION AS REQUIRED BY A COURT ORDER OF PROPER JURISDICTION. These Terms of Use will be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of laws provisions.

#### **14) Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

#### **15) General**

If any provision of these Terms of Use is held by a court of competent jurisdiction or arbitrator to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect. You and Company intend that the provisions of these Terms of Use be enforced to the fullest extent permitted by applicable law. Accordingly, you and Company agree that if any provision is deemed unenforceable, where possible, it will be modified to the extent necessary to make it enforceable, which may include its deletion. Company may assign these Terms of Use, in whole or in part, at any time with or without notice to you. You may not assign these Terms of Use or assign, transfer, or sublicense your rights, if any, to access or use the Website or its content, and any attempt by you to do so is void. Company's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. A waiver will only be binding on Company if it is in a written document signed by Company. These Terms of Use (including any incorporated terms) constitute the entire agreement between you and Company with respect to the Website and its contents. Both you and Company warrant to each other that, in entering into these Terms of Use, neither Company nor you have relied on or will have any right or remedy based upon any statement, representation, warranty, or assurance other than those expressly stated in these Terms of Use. The preceding sentence will not limit or exclude any liability that cannot be limited or excluded under applicable law. No one other than you and Company, or Company's successors and assigns, will have any right to enforce any of these Terms of Use. Neither these Terms of Use nor the Website create a partnership, joint venture, employment, or other agency relationship between us. You may not enter into any contract on our behalf or bind us in any way.

#### **16) Your Comments and Concerns**

This website is operated by PREPARE LLC 2905 Leeward Avenue APT. 209.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: [contact@preparebiz.com](mailto:contact@preparebiz.com)