

MMI WEBSITE TERMS OF USE

Effective Date: October 11, 2023

These Terms of Use (“**Terms**”) of Money Management International (“**MMI**,” “**we**,” “**us**” or “**our**”) apply to all contents and information available within the domain <https://www.moneymanagement.org/> (the “**Site**”). You agree, on behalf of yourself and the institution/company or other legal entity that you represent, to be legally bound by these Terms when you access or use the Site.

PLEASE REVIEW THESE TERMS CAREFULLY. BY USING THE SITE, YOU ACKNOWLEDGE THAT YOU ARE LOCATED IN THE UNITED STATES AND ACCEPT THE TERMS SET FORTH HEREIN. IF YOU DO NOT RESIDE IN THE UNITED STATES OR DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS THE SITE.

BINDING ARBITRATION

THESE TERMS CONTAIN PROVISIONS THAT GOVERN HOW CLAIMS YOU AND MMI MAY HAVE AGAINST EACH OTHER CAN BE BROUGHT. THESE PROVISIONS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST MMI TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING. PLEASE REVIEW THE SECTION ENTITLED “INDEPENDENT ARBITRATION AGREEMENT” FOR THE DETAILS REGARDING YOUR AGREEMENT TO ARBITRATE ANY DISPUTES WITH MMI.

Changes to Terms

The Effective Date of these Terms is set forth at the top of this webpage. We may change these Terms from time to time in our discretion. Changes will be posted to this webpage. We encourage you to return to this webpage frequently so that you are aware of our current Terms. Your continued use of the Site after the Effective Date constitutes your acceptance of the amended Terms. The amended Terms supersede all previous versions.

Privacy

Please review our [Privacy Policy](#) (“**Privacy Policy**”), which also applies to your use of the Site.

Intellectual Property

The Site, and the information, files, documents, text, photographs, images, audio, and video which it contains, and any material made available for download on the Site (collectively, the “**Content**”) are the property of us or our licensors, as applicable. The Site and Contents are protected by United States and international copyright and trademark laws. The Content may not be copied, distributed, modified, reproduced, published or used, in whole or in part, except for purposes authorized or approved in writing by us. All rights not expressly granted herein are reserved to us and our licensors.

License

MMI grants you a limited license to access and make personal use of the Site subject to these Terms. The Site and any part of it may not be reproduced, copied, framed or otherwise exploited for any commercial purpose without the express prior written consent of MMI.

Content Disclaimer

All Content is for informational purposes of a general nature only and does not address any circumstances of any particular individual or entity. The Content is not and shall not be construed as legal, tax, investment, financial, professional or any other advice.

Nothing on our Site constitutes a comprehensive or complete statement of the matters discussed. MMI is not a fiduciary by virtue of any person's use of or access to the Site and the Content. Any Content is subject to change anytime without notice and as such, no reliance must be placed on fairness, accuracy, completeness or correctness of any Content.

You alone assume the sole responsibility of evaluating all merits and risks that are or may be associated with any use of any Content or coming into any conclusion based on the Content. In exchange for using the Site, you agree not to hold MMI or any third-party service provider(s) liable (contingent or otherwise) for any possible claim for damages arising from any decisions you may or had made based on the Content. In any event, MMI and/or its employees and representatives are not liable for any loss or damage whatsoever directly or indirectly arising or incurred from any use or reliance of the Site, the Content or otherwise arising in connection therewith.

Our Services

MMI is a 501(c)(3) nonprofit organization that provides financial education, debt management plans (“**DMP**”) and counseling services in debt relief, housing (e.g., foreclosures and rental eviction, homeownership, reverse mortgage), bankruptcy, student loans and disaster recovery (“**Services**”). Please note that MMI is not a debt consolidator. Please also note that we are not attorneys and cannot give you legal advice.

A DMP, is a tool for repaying your debts. We will discuss the details about the plan with you and you will receive disclosures in writing, including the impact it may have on your credit report. You may cancel the DMP at any time. We will charge a fee for services if you decide to enroll in a DMP. MMI does have a policy to waive or reduce fees under certain circumstances based on regulations from the state in which you reside and your family's monthly gross income in relation to the Federal Poverty Level Guidelines.

MMI will obtain your credit reports to better assess your financial situation and for ongoing quality assurance purposes. This will not appear as a hard inquiry for credit. Your credit report will be kept confidential and will only be used for legitimate business purposes under the Fair Credit Reporting Act.

MMI requires its clients to accept communications via email, text message, pre-recorded phone messages, auto-dialed calls and any other means available using all contact information you share with us.

When on a call with us during a counseling session, please note that your call may be recorded for quality control purposes. If an organization referred you to us, we may provide feedback to them regarding the status of your counseling.

Please note that we accept contributions from the community, including creditors.

We may suggest that you consider using other Services if appropriate; however, you are under no obligation to pursue these options.

Independent Arbitration Agreement

Arbitration. Any dispute, controversy, or claim between us arising out of or relating in any way to these Terms, the Privacy Policy and/or any of MMI's offerings, Services, Site or Content will be resolved by binding arbitration, rather than in court, except that you or we (1) must assert claims in small claims court if your or our claims qualify, and (2) bring suit in any court of competent jurisdiction to enjoin infringement or other misuse of intellectual property rights, including with respect to temporary restraining orders. The Federal Arbitration Act and federal arbitration law shall apply to this arbitration agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award the same damages and relief as a court (including injunctive and declaratory relief or statutory damages).

At least thirty (30) days before beginning an arbitration proceeding, you must send an individualized letter personally signed by you and identifying yourself, your legal claims, the requested relief and requesting arbitration to MMI via NRAI, 1999 Bryan Street, Suite 900, Dallas, TX 75201-3136 by certified mail, Federal Express, UPS or USPS express mail (signature required). We will do the same, except in the event that we do not have a physical address on file for you, by electronic mail to the last known address. Except as otherwise stated herein, the arbitration will be conducted by the American Arbitration Association (AAA) under its consumer rules, including for Consumer-Related Disputes. You and we also agree to delegate the issue of arbitrability to an arbitrator. Payment of administration and arbitrator fees will be governed by the AAA's rules, except all of the filing fees will be paid by the filing party. If you are a prevailing party, you may seek reimbursement of your fees and costs. However, MMI may seek its attorney's fees and costs if the arbitration finds your claims to be frivolous. There will be only one arbitrator, not a panel. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. You and we also agree that, if more than one dispute arises regarding the same or substantially similar issues, our respective claim(s) will be arbitrated in the order in which it/they were filed, except all claims shall be arbitrated within three (3) years. **THIS ARBITRATION AGREEMENT WILL SURVIVE TERMINATION OF THESE TERMS.**

Class Action Waiver. We each agree that any dispute resolution proceedings or lawsuits, whether in arbitration or in a court of law, will be conducted only on an individual basis and not in a class or representative action. Therefore, you waive all rights to bring claims on behalf of a class of persons; however, you may still bring an individual claim for public injunctive relief and

in small claims court. Nothing in this provision, however, should operate to prevent the parties from settling claims on a class-wide basis or otherwise coordinating claims filed in arbitration.

Enforceability. If this arbitration agreement is invalidated in whole or part, the parties agree that the exclusive jurisdiction in the section below entitled “Governing Law; Jurisdiction” shall govern any claim in court arising out of or related to these Terms.

Jury Trial and Small Claims Court. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. We also both agree that you or we may bring suit in any court of competent jurisdiction to enjoin infringement or other misuse of intellectual property rights, including with respect to temporary restraining orders.

Links to Third Party Sites

Our Site may contain links to third-party websites and online services. Please understand that those third-party websites and online services may have different terms of use and privacy policies, and that MMI does not control and is not responsible for the content of such websites or online services or the privacy practices of such third parties. The information collected by such third-party websites or online services is not covered by the Privacy Policy.

User Accounts

You may register an account on the Site. You agree that the information you provide to us during the registration process and at all other times when you use the Site: (i) is generated by you and not any generative AI tools (e.g., ChatGPT); (ii) is accurate, current, and complete; and (iii) that you will keep it up-to-date at all times. If you provide any information that is, or that MMI has reasonable grounds to suspect is, not generated by you, untrue, inaccurate, not current, or incomplete, MMI has the right to suspend or terminate your account and refuse any and all current or future use of the Site or our services (or any portion thereof).

You are the sole authorized user of any account you create through the Site and are solely and fully responsible for all activities that occur under your account. You may not assign or otherwise transfer your account to any other person or entity without notifying MMI and following formalities. If you have reason to believe that your account is no longer secure, you must immediately notify us by contacting us at privacy@moneymanagement.org. MMI will not be liable for losses, damages, liability, expenses, and fees incurred by MMI or a third party arising from someone else using your account regardless of whether you have notified us of such unauthorized use. You understand and agree that we may require you to provide information that may be used to confirm your identity and help ensure the security of your account.

Security and Restrictions

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, by (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) accessing or using the Site or any portion thereof without authorization; or (d) introducing any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.

You agree not to use the Site:

- In any way that violates any applicable federal, state, local or international law or regulation;
- To engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm us or users of the Site or expose them to liability;
- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site;
- Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the materials on the Site;
- Use any manual process to monitor or copy any of the materials on the Site or for any other unauthorized purpose without our prior written consent;
- Use any device, software or routine that interferes with the proper working of the Site; or
- Otherwise attempt to interfere with the proper working of the Site.

User Submissions

Except for any personally identifiable information we may collect from you under the guidelines established in our Privacy Policy, any material, information or other communication you transmit, upload or post to this Site including any ideas, comments, suggestions, feedback, data or the like ("**User Submissions**") will be considered non-confidential and non-proprietary. MMI will have no obligations with respect to the User Submissions. Furthermore, you assign all intellectual property rights, including any moral and publicity rights you have in any User Submission. By submitting the User Submission to MMI, you agree MMI is free to use the User Submission, without limitation and without any compensation to you, for any purpose whatsoever and in identifiable or de-identifiable form. MMI and its designees will be free to copy, disclose, distribute, incorporate, commercialize and otherwise use the User Submission and all data, images, sounds, text, and other things embodied therein for any and all commercial or noncommercial purposes.

You are responsible for the User Submissions you post to the Site and our social media pages and must be compliant with applicable laws, rules and regulations when posting such User Submissions. You represent and warrant that you have or have obtained all rights, licenses, consents, permissions, power and/or authority necessary to post the User Submissions on the Site and our social media pages, including all consents and permissions from any individuals who are the subject of the User Submissions.

In submitting User Submissions through the Site and our social media pages, you agree you will not:

- Submit material about any individual when you have knowledge that such individual objects or has objected to such submission;
- Submit material that is unlawful, obscene, lewd, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, excessively violent, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate or objectionable;

- Post advertisements or solicitations of business or employment, where you do not have the proper membership to do so;
- Impersonate another person;
- Submit material that is copyrighted, protected by trade secret or otherwise subject to third party intellectual property or proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant MMI all of the license rights granted herein;
- Submit material that is unsuitable for minors in any country; or
- Submit material that is malicious or destructive in nature, or contain a virus, malware or other computer programming routine or engine that is intended to damage or otherwise interfere with any system, data, or information.

MMI reserves the right, but has no obligation, to refuse to post, block or remove User Submissions from the Site for any reason in our sole discretion. MMI may terminate your access to or use of the Site to prevent further posting or distribution of the User Submissions.

Copyright Policy

The Digital Millennium Copyright Act of 1998 (the “**DMCA**”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials posted on the Site infringe your copyright, you (or your agent) may send MMI a “Notification of Claimed Infringement” requesting that the material be removed, or access to it blocked. The notice must include the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the works that have been allegedly infringed;
2. Identification of the copyrighted work alleged to have been infringed (or if multiple copyrighted works located on the Site are covered by a single notification, a representative list of such works);
3. Identification of the specific material or link alleged to be infringing or the subject of infringing activity, and information reasonably sufficient to allow MMI to locate the material on the Site;
4. Your name, address, telephone number, and email address (if available);
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send MMI a counter-notice.

Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <https://www.copyright.gov/> for details. Notices and counter-notices with respect to the Site should be sent to: privacy@moneymanagement.org.

Third-Party Posts

Any use or reliance on any posts made by other users or third parties on the Site (“**Third-Party Posts**”) is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Third-Party Posts or endorse any opinions expressed via the Site. You understand that by using the Site, you may be exposed to Third-Party Posts that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that are deceptive. All Third-Party Posts are the sole responsibility of the individual who originated such Third-Party Posts. We may not monitor or control the Third-Party Posts and we cannot take responsibility for such Third-Party Posts.

California

User Complaints

Under Cal. Civ. Code § 1789.3, California users are entitled to know that they may file grievances and complaints with the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs, in writing at 1625 North Market Blvd., Suite N 112, Sacramento CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210 or by email at dca@dca.ca.gov.

Disclaimer and Limitation of Liability

WE DO NOT WARRANT THAT ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THE SITE IS PROVIDED BY MMI ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MMI MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON THE SITE, INCLUDING BUT NOT LIMITED TO USER SUBMISSIONS AND THIRD-PARTY POSTS. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL MMI OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES OF WHATSOEVER KIND ARISING OUT OF ACCESS TO OR USE OF THE SITE, SITE-RELATED SERVICES OR ANY INFORMATION, CONTENT OR MATERIALS INCLUDED ON THE SITE, INCLUDING BUT NOT LIMITED TO USER SUBMISSIONS AND THIRD-PARTY POSTS.

YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, CONTENT, INFORMATION CONTAINED WITHIN THE SITE, ANY LINKED SITE, OR ANY SERVICES USED THROUGH THE SITE IS TO STOP USING THE SITE AND/OR THOSE SERVICES. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, OUR MAXIMUM LIABILITY TO YOU WITH RESPECT TO YOUR USE OF THIS SITE AND ANY SERVICES USED BY YOU THROUGH THE SITE IS ONE HUNDRED DOLLARS (\$100.00). THE FOREGOING LIMITATIONS APPLY EVEN IF THE REMEDIES UNDER THESE TERMS OF USE FAIL OF THEIR ESSENTIAL PURPOSE.

Any claims arising in connection with your use of the Site, or any services used through the Site must be brought within one (1) year of the date of the event giving rise to such action occurred.

Indemnification

You agree to indemnify, defend and hold harmless us and our affiliates, and our respective officers, directors, employees, agents and representatives from and against all losses, expenses, damages, and costs, including reasonable attorney fees, resulting from any violation by you of these Terms or from our termination of your access to or use of the Site. Such termination will not affect either party's rights or obligations, which accrued before the termination.

Governing Law; Jurisdiction

These Terms shall be governed by the laws of Texas without regard to any conflict of law principles. Further, you and we agree to the jurisdiction of a state or federal court in the State of Texas to resolve any dispute, claim, or controversy that relates to or arises in connection with these Terms (and any non-contractual disputes and/or claims relating to or arising in connection with it) and that is not subject to mandatory arbitration under the section entitled "Independent Arbitration Agreement" above.

Miscellaneous

You represent and warrant that you shall comply with all laws and regulations that apply to your access and use of the Site and any Site-related services, including, but not limited to, any applicable national laws that prohibit the export or transmission of technical data or software to certain territories or jurisdictions.

We reserve the right to seek all remedies available at law and in equity for violations of these Terms, including the right to remove your account and any contents generated by you on the Site, block your access to the Site, and block IP addresses.

If any provision of these Terms is held to be unenforceable, the remaining Terms shall remain in full force and effect, and the unenforceable provision shall be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision.

No waiver by us of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition. Our failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any right.

How to Contact Us

If you have any questions, comments or notices regarding these Terms, please contact us at privacy@moneymanagement.org.