## **Terms Of Use**

Most recent update and effective on: January 29, 2025.

MAKE SURE TO READ THESE TERMS THOROUGHLY. YOU AGREE TO THESE TERMS BY USING THE WEBSITE OF THETRUEADVANCE, OR ITS SERVICES. IN CASE YOU DO NOT AGREE WITH THESE TERMS OF USE, PLEASE REFRAIN FROM ACCESSING THIS WEBSITE.

Thank you for choosing **TheTrueAdvance** ("Company," "us," "we," or "our"). Whether you as an individual or on behalf of an entity ("you") comply with the terms and conditions detailed in this Agreement, by using our services ("Services") or [www.thetrueadvance.com] ("Website," "Site," or "Platform"). We strongly suggest that you review these Terms of Use, as they include key information about your limitations, rights, and responsibilities.

By using the Site you are agreeing that you have understood, read, and agree to be bound by these Terms of Use. YOU ARE FORBIDDEN FROM USING THE WEBSITE AND YOU HAVE TO DISENGAGE USE RIGHT AWAY IF YOU DO NOT AGREE WITH ALL OF THESE TERMS.

Please note that your participation in, or use of, some Service may be subject to further terms. You acknowledge that you have understood, read, and agreed to be bound by further terms that may apply to the Services by accepting and using such Services. At its sole discretion, **TheTrueAdvance** may change this Agreement at any given time without notice.

# 1. Compliance and Eligibility

In order to use our services wherever those may be available, you must be a natural person of 18 years or older, acting as a legally authorized representative of a business entity in a jurisdiction where our Services are available. By using our Services and Website, you acknowledge that you meet these eligibility requirements.

# 2. Accuracy of Information and Account Registration

In order to access some features, you may be required to create an account on the Website or other means associated with us. You agree to provide accurate and up-to-date information when registering, and to keep it current as needed. Please note that you are responsible for protecting your account information and informing us of any unauthorized use.

### 3. Data Usage and Privacy

This Agreement includes our Privacy Policy, which details how we use, gather, and safeguard your information. By using the Website, you consent to our information practices as specified in our Privacy Policy.

## 4. Limitation of Liability

**TheTrueAdvance** and its employees, agents, officers, and directors, affiliates, licensors, and service providers shall not be liable for any damages of any kind arising from or related to your use or inability to use the Site or Services to the fullest extent allowed by law. This includes but is not limited to consequential, special, direct, indirect, incidental, or punitive damages, such as loss of profits, business interruption, data loss, personal injury, emotional distress, or damage to goodwill, whether such damages arise from breach of the agreement, tort (including negligence), or otherwise, or if they were predictable. This limitation does not affect any liability that cannot be limited or excluded under applicable law. Furthermore, our liability for any claim related to your use of the Services or Site is limited to the amount you paid, if any, for using or accessing the Site.

### 5. Indemnification

You accept to defend, indemnify, and hold harmless **TheTrueAdvance**, its employees, affiliates, and agents from and against any damages, losses, claims, liabilities, and expenses arising out of your use of the Website or Services, or your breach of this Agreement.

# 6. Intellectual Property

Please note that all content and materials provided by **TheTrueAdvance**, including but not limited to images, design, text, software, and trademarks, are the property of **TheTrueAdvance** or its licensors. You agree not to distribute any of this content, or amend, reproduce, or exploit it, without our written permission.

### 7. Termination

At any time and at our sole discretion, **TheTrueAdvance** reserves the right to terminate or suspend your access to our Services or Site for reasons including, but not limited to, violations of these Terms. Any fees paid to **TheTrueAdvance** or its affiliate partners are non-refundable,

and any pending payments will become immediately due in case of a suspension due to a breach of these Terms. Upon termination, your account, data, and any related information may be permanently deleted, and you may be restricted from accessing our Services in the future.

### 8. Electronic Communications

By using our Service, you consent to receive electronic communications from **TheTrueAdvance**, including SMS, phone calls, emails, and notices posted on our Website. You agree that these communications fulfill any legal requirement for written communication. Please refer to our Privacy Policy if you wish to opt out of some communications.

#### 9. General Provisions

#### • Dispute Resolution

We will try to resolve any disputes arising out of or relating to these Terms through informal discussions first. If a resolution cannot be reached, the dispute will be submitted to binding arbitration in Florida State, in accordance with the American Arbitration Association's rules. Disputes involving intellectual property rights are not subject to arbitration and may be resolved in court.

#### Jurisdiction and Governing Law

Regardless of its conflict of law principles, these Terms, including the use of the Site and Services, are governed by the laws of the State of Florida. Any disputes arising out of or related to this Agreement, the Services, or Site shall be managed exclusively within the federal and state courts of the Central District of Florida. You agree that any breach of this Agreement may cause **TheTrueAdvance** irreparable harm, entitling us to seek immediate legal actions, including temporary and permanent injunctions, without needing to post a bond.

#### 10. Contact Information

Please contact us for questions or concerns about these Terms, at:

#### **TheTrueAdvance**

390 NE 191st St STE 8533, Miami, FL 33179

Phone: 833 411 1002

Email: Support@thetrueadvance.com