



UNITED IMMIGRANTS

## **Terms and Conditions**

Revision January 28, 2019

### **1. Terms and Conditions**

PLEASE READ THESE TERMS AND CONDITIONS (“TERMS”, “TERMS AND CONDITIONS”, and “AGREEMENT”) CAREFULLY BEFORE USING THE <https://www.unitedimmigrants.com> WEBSITE (THE “SERVICES”) OPERATED BY UNITED IMMIGRANTS, INC. (“US”, “WE”, OR “OUR”). BY ACCESSING THE UNITED IMMIGRANTS, INC. WEBSITE OR USING THE UNITED IMMIGRANTS, INC. SERVICE, YOU AGREE TO BE BOUND BY THE (1) UNITED IMMIGRANTS, INC. TERMS AND CONDITIONS, (2) UNITED IMMIGRANTS, INC. E-SIGN AGREEMENT, (3) UNITED IMMIGRANTS, INC. PRIVACY POLICY, AND (4) POLICY. YOUR ACCESS TO AND USE OF THE SERVICE IS CONDITIONED ON YOUR ACCEPTANCE OF AND COMPLIANCE WITH THESE TERMS. THESE TERMS APPLY TO ALL VISITORS, USERS AND OTHERS WHO ACCESS OR USE THE SERVICE. IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE DO NOT ACCESS THE UNITED IMMIGRANTS, INC. WEBSITE OR USE THE UNITED IMMIGRANTS, INC. SERVICE. THE HEADINGS CONTAINED IN THIS AGREEMENT ARE FOR REFERENCE PURPOSES ONLY. YOU SHOULD PRINT A COPY OF THIS AGREEMENT FOR YOUR RECORDS. THIS TERMS AND CONDITIONS AGREEMENT IS LICENSED BY UNITED IMMIGRANTS, INC.

### **2. Privacy and Your Personal Information**

You can view the UNITED IMMIGRANTS INC. Privacy Policy. You agree to the Privacy Policy, and any changes published by UNITED IMMIGRANTS INC. You also agree that UNITED IMMIGRANTS INC. may use and maintain your data according to the Privacy Policy, as part of our Company’s Services. You give UNITED IMMIGRANTS INC. permission to combine information you enter or upload for the Services with that of other users of the Services and/or other UNITED IMMIGRANTS INC. services. For example, this means that UNITED IMMIGRANTS INC. may use your and other users’ non-identifiable, aggregated data to improve the Services or to design promotions. UNITED IMMIGRANTS INC. may access or store personal information in multiple countries, including countries outside of your own country to the extent permitted by applicable law.

### **3. E-Sign and Acceptance**



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You agree to UNITED IMMIGRANTS INC.'s E-Sign Policy and Acceptance. We may provide disclosures and notices required by law and other information about your Account to you electronically, by posting it on our website, pushing notifications, or by emailing it to the email address listed in your Account. Electronic disclosures and notices have the same meaning and effect as if we had provided you with paper copies. Such disclosures and notices are considered received by you within twenty-four (24) hours of the time posted to our website, or within twenty-four (24) hours of the time emailed to you unless we receive notice that the email was not delivered. If you wish to withdraw your consent to receiving electronic communications, contact UNITED IMMIGRANTS INC.'s Support. If we are not able to support your request, you may need to terminate your Account.

#### **4. Registration and Eligibility**

To be eligible to use the Services, you need to (1) be 18 or older, or be 13 or older and have your parent or guardian's consent to the TERMS, (2) have the power to enter a binding contract with us and not be barred from doing so under any applicable laws, and (3) be a resident in the United States. You also promise that any registration information that you submit to UNITED IMMIGRANTS is true, accurate, and complete, and you agree to keep it that way at all times. In order to allow you to use the Services, you will need to sign up for an account with UNITED IMMIGRANTS, INC. In doing so, you authorize UNITED IMMIGRANTS, INC. to make any inquiries necessary to validate your identity and determine your eligibility for Membership. This shall include answering all eligibility questions truthfully and fully disclosing the required information requested. You must also complete the registration process, which includes payment for the Membership, once eligibility has been determined.

#### **5. Communication and Notification**

You agree that UNITED IMMIGRANTS, INC. may provide you communications about your account and the UNITED IMMIGRANTS, INC. services electronically or through phone calls or in writing. Standard mobile, message, or data rates may apply, and you are responsible for any such fees. UNITED IMMIGRANTS, INC. reserves the right to close or limit access to your account and immediately collect all due amounts if you withdraw your consent to receive electronic or other communications or if you revoke access to any third-party site on which the UNITED IMMIGRANTS, INC. services relies. Any electronic communications will be considered to be received by you within 24 hours of the time we email it to you or otherwise send it to your attention (such as via SMS or other online notification). We shall assume you have received any communications sent to you by postal mail 3 business days after we send it.



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If we need to contact you to service your account or to collect amounts you owe to us, you give direct consent to us, as well as servicers, agents, contractors and collectors of your account, to communicate with you in any way, such as calling, texting, or e-mail via:

- a mobile phone or landline you provide to us, used to contact us, or at which we believe we can reach you (even if it is not yours),
- any email address you provide to us or one of our merchants,
- automated dialer systems and automatic telephone dialing systems,
- pre-recorded or artificial voice messages and other forms of communications.

You also agree that these communications are not unsolicited for purposes of any state or federal law, and you understand that this may result in additional mobile, text message, or data charges.

You understand and agree that UNITED IMMIGRANTS, INC. may, without further notice or warning and in our discretion, monitor or record telephone conversations you or anyone acting on your behalf has with UNITED IMMIGRANTS, INC. or its agents for quality control and training purposes or for its own protection. You acknowledge and understand that, while your communications with UNITED IMMIGRANTS, INC. may be overheard, monitored, or recorded without further notice or warning, not all telephone lines or calls may be recorded by UNITED IMMIGRANTS, INC., and UNITED IMMIGRANTS, INC. does not guarantee that recordings of any particular telephone calls will be retained or retrievable.

Notwithstanding this provision, UNITED IMMIGRANTS, INC.'s delivery of any Disclosures governed by the UNITED IMMIGRANTS, INC. E-Sign Consent shall be governed by your consent or withdrawal of consent to receiving such Disclosures in electronic form.

## **6. Accurate Information**

When you provide information to UNITED IMMIGRANTS, INC., you agree to provide only true, accurate, current and complete information about yourself and you agree not to misrepresent your identity or your account information. You further agree to keep your account information up to date and accurate.

## **7. Access to Your Account**

You are responsible for maintaining the secrecy of the login credentials to your UNITED IMMIGRANTS, INC. account. You agree to establish reasonable security procedures and controls to limit access to your password or other identifying information to authorized individuals, which includes choosing passwords and other credentials in a manner that will protect the security of your information. Your credentials include your username and password to your UNITED IMMIGRANTS, INC. account and to any third-party account you have used to login to your



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UNITED IMMIGRANTS, INC. account. You are also responsible for maintaining the accuracy of the information in your UNITED IMMIGRANTS, INC. Account.

## **8. Website Content**

The information on the UNITED IMMIGRANTS, INC.'s website is for information purposes only. The information and materials contained in the Website, and in this Agreement, are subject to change without notice. Access to the Services may from time to time be unavailable, delayed, limited or slowed due to, among other things:

- servers, networks, hardware failure (including your own computer), telecommunication lines and connections, and other electronic and mechanical equipment;
- software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content;
- overload of system capacities;
- damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters;
- interruption (whether partial or total) of power supplies or other utility of service; strike or other stoppage (whether partial or total) of labor;
- governmental or regulatory restrictions, exchange rulings, court or tribunal orders or other human intervention; or
- any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond the control of UNITED IMMIGRANTS, INC.

## **9. Links to Other Web Sites**

Our service may contain links to third-party web sites or services that may or may not be owned or controlled by UNITED IMMIGRANTS, INC. We make no warranties concerning the content of such websites, including the accuracy, completeness, reliability of said websites, nor does UNITED IMMIGRANTS, INC. warrant that such website or content is free from any claims of copyright, trademark or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination. If you choose to follow a link to these websites, you must do so at your own risk. UNITED IMMIGRANTS, INC. does not guarantee the authenticity of documents on the Internet. Links to such websites does not imply any endorsement of or responsibility for the opinions, ideas, products, information or services offered at such sites, or any representation regarding the content at such websites. UNITED IMMIGRANTS, INC. has no



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control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that UNITED IMMIGRANTS, INC. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services. We strongly advise you to read the Terms and Privacy Policies of any third-party web sites or services that you visit.

## **10. Prohibited Uses of UNITED IMMIGRANTS, INC. and its Websites / Services**

By using UNITED IMMIGRANTS, INC.'s Website or Services, you agree that:

1. You will not engage in any activities related to the Services that are contrary to any applicable law or regulation or the Terms of any agreements you may have with UNITED IMMIGRANTS, INC.;
2. You will not provide false, inaccurate or misleading information;
3. You will not provide information belonging to any person other than yourself;
4. You will not use an account that belongs to another person for yourself or on behalf of another person;
5. You will not use any device, software, routine, file or other tool or technology, including but not limited to any viruses, trojan horses, worms, time bombs or cancelbots, intended to damage or interfere with the Services or to surreptitiously intercept or expropriate any system, data or personal information from the Services;
6. You will not breach this Agreement or any other agreement or policy that you have agreed to with UNITED IMMIGRANTS, INC.;
7. You will not use the Services to accomplish a cash advance;
8. You will not commit unauthorized use of UNITED IMMIGRANTS, INC.'s Website and systems including but not limited to unauthorized entry into UNITED IMMIGRANTS, INC.'s systems, misuse of passwords, or misuse of any information posted to a site; and
9. You will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure, including but not limited to denial of service attacks, "spam" or any other such unsolicited overload technique.

## **11. Disputes with UNITED IMMIGRANTS, INC.**

If a dispute arises between you and UNITED IMMIGRANTS, INC., our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. In the event of a dispute



we encourage you first to contact UNITED IMMIGRANTS, INC. at [membercare@unitedimmigrants.com](mailto:membercare@unitedimmigrants.com) to try resolving your problem directly with us.

## **12. Mandatory Arbitration**

THIS SECTION AFFECTS YOUR RIGHTS, PLEASE READ CAREFULLY BEFORE AGREEING TO THESE TERMS BY USING THE UNITED IMMIGRANTS, INC. SERVICE OR THE WEBSITE. Except as explicitly provided in this Agreement, any dispute or claim relating in any way to your visit to the Website, your use of the UNITED IMMIGRANTS, INC. Services, a product offered or provided by or through the Website or Service, or otherwise arising out of or relating to this Agreement or the Services that cannot be resolved directly between you and UNITED IMMIGRANTS, INC. shall be resolved by non-appearance based binding arbitration, rather than in court. Except as otherwise provided in this Agreement, this includes any claims based in contract, statute, tort, fraud, misrepresentation or any other legal theory. The Federal Arbitration Act and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration and court review of an arbitration award is limited, but an arbitrator can award an individual the same damages and relief as a court and must apply and follow the Terms of this Agreement as a court would. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. Either you or we can initiate arbitration through the alternative dispute resolution provider the American Arbitration Association (the "AAA") pursuant to the then-current Supplementary Procedures for Consumer-Related Disputes (the "Consumer Rules"), both of which are available at the AAA website [www.adr.org](http://www.adr.org). Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, UNITED IMMIGRANTS, INC. will pay all arbitration fees and expenses. The arbitration shall be conducted by telephone or electronic means and/or shall be solely based on written submissions, the specific manner of which shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless the arbitrator determines that an in-person hearing is necessary based on the request of one of the parties and any judgment on the award rendered by the arbitrator shall be final and may be entered in any court of competent jurisdiction. You and UNITED IMMIGRANTS, INC. each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial and agree to proceed only on an individual basis and not in a class, consolidated, or representative action. The parties hereby appoint the arbitrator the exclusive power to rule on any challenges to the requirement for the use of alternative dispute resolution process in these Terms.



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We also both agree that you or we may bring suit in court to obtain interim or preliminary injunctive relief necessary to protect the rights or property of you or UNITED IMMIGRANTS, INC. and all of its partners, affiliates, shareholders, employees, and agents of any kind (together, our "Affiliates").

Except as explicitly provided in elsewhere in this Agreement, all claims you bring against UNITED IMMIGRANTS, INC. must be resolved in accordance with this Section. Any claim filed or brought contrary to this Section shall be considered improperly filed. Should you file a claim contrary to this Section, UNITED IMMIGRANTS, INC. may recover from you attorneys' fees and costs up to \$1,500 per claim, provided that UNITED IMMIGRANTS, INC. first has notified you in writing of the improperly filed claim and you have failed to promptly withdraw the claim.

### **13. Restrictions**

You and UNITED IMMIGRANTS, INC. agree that any arbitration shall be limited to the dispute between UNITED IMMIGRANTS, INC. and you individually. To the fullest extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

### **14. Exceptions to Informal Negotiations and Arbitration**

You and UNITED IMMIGRANTS, INC. agree that the following disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any disputes seeking to enforce or protect, or concerning the validity of, any of your or UNITED IMMIGRANTS, INC.'s intellectual property rights; and (2) any claim for injunctive relief.

UNITED IMMIGRANTS, INC. operates and controls the Services from its offices in the United States. UNITED IMMIGRANTS, INC. makes no representation that the Services are appropriate or available in other locations. The information provided on the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject UNITED IMMIGRANTS, INC. to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. Software from the Services may be subject to United States export controls. Thus, no software from the Services may be downloaded, exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, North Korea, Iran, Syria, or any other country to which the United States has



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embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list. The parties specifically disclaim application of the Convention on Contracts for the International Sale of Goods. These Terms are effective until terminated by either party. You may terminate these Terms by destroying all Service-related materials obtained from the Service, UNITED IMMIGRANTS, INC. or any other web site or source and paying all amounts you owe (including any fees or expenses incurred or imposed by UNITED IMMIGRANTS, INC.) in full. The privileges granted to you under these Terms will terminate immediately and automatically without notice from UNITED IMMIGRANTS, INC. if, in our sole discretion, you fail to comply with any term or provision of these Terms. Neither the course of conduct between the parties nor trade practice will act to modify these Terms. You may not assign these Terms without UNITED IMMIGRANTS, INC.'s prior written consent, but UNITED IMMIGRANTS, INC. may assign these Terms and its rights and obligations hereunder to any party at any time without any notice to you. These Terms contain the entire understanding between you and UNITED IMMIGRANTS, INC., and supersede all prior understandings of the parties hereto relating to the subject matter hereof, and cannot be changed or modified by you except as posted on the Services by UNITED IMMIGRANTS, INC. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import. Upon UNITED IMMIGRANTS, INC.'s request, you will furnish UNITED IMMIGRANTS, INC. any documentation, substantiation or releases necessary to verify your compliance with these Terms. You agree that these Terms will not be construed against UNITED IMMIGRANTS, INC. by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms.

## **15. Governing Law**

The failure of UNITED IMMIGRANTS, INC. to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision. These Terms set forth the entire understanding between you and UNITED IMMIGRANTS, INC. with respect to the Services. If any provision of this Agreement is held to be unenforceable, the unenforceable term or provision shall be replaced by an enforceable term or provision that comes closest to the intention underlying the unenforceable term or provision and the remaining provisions shall be enforced. To the extent that anything in or associated with the Services is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. The laws of the State of California govern your access to, and use of, the Services and the Terms of this agreement.





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## **16. Intellectual Property**

All content, design, graphics, compilation, magnetic translation, digital conversion and other matters to the Services are protected under applicable copyrights, trademarks and other proprietary rights (including but not limited to intellectual property rights) and owned by UNITED IMMIGRANTS, INC. or one of its affiliates. The copying, redistribution, use or publication by you of any part of the Services, unless expressly permitted in this Agreement, is strictly prohibited. Use of the Services does not give you ownership of any intellectual property rights in any of the content, documents or other materials you access. The posting of information or materials on the Services does not constitute a waiver of any right in such information and materials.

## **17. Trademark**

"UNITED IMMIGRANTS, INC." is the marketing name for certain legal service plan activities of UNITED IMMIGRANTS, INC. as operator of the Services. "UNITED IMMIGRANTS, INC." is a trademark of UNITED IMMIGRANTS, INC.. Other featured words or symbols may be the trademarks of their respective owners.

## **18. Indemnification**

You agree to indemnify, defend and hold UNITED IMMIGRANTS, INC. and its Affiliates harmless from any liability, including reasonable attorneys' fees, related to your use of the Services or any violation of these Terms.

## **19. Warranty**

UNITED IMMIGRANTS, INC. and its Affiliates make no commitments or warranties about the content, reliability, or availability of the services or for any breach of security associated with the transmission of sensitive information through the services. UNITED IMMIGRANTS, INC. and its Affiliates disclaim, without limitation, any warranty of any kind with respect to the services, including any warranty regarding noninfringement, merchantability, or fitness for a particular purpose. UNITED IMMIGRANTS, INC. and its Affiliates shall not be responsible for any service interruptions, including, but not limited to, system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of payment transactions or the services.



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## **20. Limitation of Liability**

UNITED IMMIGRANTS, INC. and its Affiliates have no liability whatsoever for your use of any product available from or through the website or the use of the services. In particular, but not as a limitation thereof, UNITED IMMIGRANTS, INC. and its Affiliates are not liable for any compensatory, direct, indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, litigation, or the like), whether based on breach of contract, breach of warranty, tort, product liability or otherwise; nor are we liable for any third-party claims of any nature, even if advised of the possibility of such damages or claims. None of the services would be provided without such limitations. No advice or information, whether oral or written, you obtain from us from or through the website or services shall create any warranty, representation or guarantee not expressly stated in this agreement. Neither UNITED IMMIGRANTS, INC. nor its Affiliates shall have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party.

## **21. Changes to Terms**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time.

We may update or modify these Terms and Conditions to reflect changes at our sole discretion. If we make material changes, we will notify you either by prominently posting a notice of such changes on our website or by sending you an electronic notification of the changes. Our Terms and Conditions will reflect the date they were last updated. Please check the Terms and Conditions each time you use our website to ensure you are aware of any changes in our practices. Your continued use of our services after those revisions become effective, will signify your acceptance of the changes and you agree to be bound by the revised Terms.

## **22. Contact Us**

If you have any questions about these Terms and Conditions, please contact us at (833) 923-2323 or via email at [membercare@unitedimmigrants.com](mailto:membercare@unitedimmigrants.com).

## **23. Comments and Feedback**

If you submit comments, ideas, or feedback to us, you agree that we can use them without any restriction or compensation to you. If we accept your submission, we do not waive any rights to use similar or related ideas or feedback previously known to us, developed by our employees, or obtained from sources other than you.