

## Document 2 — Terms of Service

ClarityCommand Classes™ · JoMar Business Solutions™

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### **PLEASE READ CAREFULLY.**

These Terms include a binding individual arbitration provision and class-action waiver (Section 17). By creating an account, subscribing, or using the Platform, you agree to these Terms.

### **1. Acceptance of Terms**

These Terms of Service (“Terms”) form a binding agreement between you (“User,” “you”) and JoMar Business Solutions™ (“Company,” “we,” “us”). By creating an account, accessing, or using ClarityCommand Classes™ or any related platform, application, AI feature, dashboard, downloadable content, or service (the “Platform”), you agree to these Terms, our Privacy Policy, AI Disclaimer, Digital Copyright & License Agreement, and all other documents incorporated by reference.

### **2. Eligibility**

You must be at least 18 years old and capable of entering a binding contract under the laws of your jurisdiction. By using the Platform, you represent and warrant that you meet these requirements.

### **3. Accounts and Security**

- You are responsible for all activity under your account.
- You must provide accurate and current information when registering.
- You must keep your password confidential and notify us immediately of unauthorized access.
- Account sharing, credential sharing, and unauthorized commercial access are strictly prohibited.

### **4. Educational Software Only — Platform Identity**

ClarityCommand Classes™ is educational software, self-service organizational tools, informational AI assistance, and educational dashboards. The Platform is NOT, and shall not be construed as:

- A law firm or legal services provider

- A licensed therapist, counselor, or mental-health provider
- A credit repair organization, credit counselor, or debt-settlement company
- A financial advisor, broker-dealer, or investment advisor
- A medical provider
- A licensed business consultant, CPA, or tax advisor

Nothing on the Platform constitutes legal, financial, tax, investment, medical, or therapeutic advice. You should seek advice from licensed professionals for matters specific to your situation.

## 5. CROA Compliance Notice

ClarityCommand Classes™ is an educational and self-service software platform. JoMar Business Solutions™ is not a “credit repair organization” as defined under the federal Credit Repair Organizations Act, 15 U.S.C. § 1679a(3), or under similar state laws.

JoMar Business Solutions™ does not:

- Contact credit bureaus on your behalf
- Contact creditors or debt collectors on your behalf
- File disputes on your behalf
- Negotiate debts or settlements on your behalf
- Provide legal representation
- Provide credit counseling, debt-management, or debt-settlement services
- Guarantee removal of information from any credit report
- Guarantee credit score increases or loan approvals

All educational dispute templates, goodwill letters, validation requests, and generated documents are self-service educational tools. You are solely responsible for reviewing all generated materials, verifying their legal accuracy, deciding whether to use any template, personally signing and sending correspondence, and managing communications with bureaus, creditors, collectors, or lenders.

## 6. No Guaranteed Outcomes

JoMar Business Solutions™ and the Platform do not guarantee any specific result, outcome, approval, score increase, business success, financial improvement, emotional outcome, educational achievement, funding approval, government contract award, debt reduction, legal result, or personal transformation arising from use of the Platform or its materials.

All educational content, AI interactions, worksheets, templates, dashboards, examples, frameworks, coaching systems, financial tools, business systems, behavioral discussions, and lesson materials are provided for informational and educational purposes only.

Individual results vary significantly based on factors outside our control, including user effort and implementation, financial circumstances, credit history, market conditions, lender requirements,

government-agency decisions, legal and regulatory changes, business experience, personal decision-making, and third-party actions and responses.

Any examples, demonstrations, testimonials, simulations, case studies, sample approvals, projected outcomes, or illustrative scenarios are examples only and shall not be interpreted as guarantees or promises of future performance.

## **7. Subscriptions, Billing, and Auto-Renewal**

Subscriptions to the Platform are governed by the Master Subscription Agreement (Document 3) and the Refund & Cancellation Policy (Document 4). By subscribing, you authorize recurring charges to your payment method until you cancel in accordance with those terms.

## **8. Acceptable Use**

You agree NOT to:

- Use the Platform for unlawful, fraudulent, harassing, or harmful purposes
- Upload malicious code, viruses, or harmful content
- Attempt to gain unauthorized access to the Platform or other users' accounts
- Use bots, scrapers, or automated tools to access, harvest, or extract data from the Platform
- Interfere with or disrupt Platform infrastructure
- Reverse engineer, decompile, or disassemble any portion of the Platform
- Resell, sublicense, redistribute, or commercially exploit Platform content
- Train any artificial intelligence or machine-learning model using Platform content, AI outputs, or prompts
- Extract prompts, prompt structures, or AI logic for resale or redistribution
- Create competing AI systems, derivative educational platforms, or prompt libraries derived from Platform content
- Scrape, harvest, or replicate proprietary educational architecture or workflow logic
- Share account credentials
- Upload Social Security Numbers, full account numbers, medical records, or other prohibited regulated information

## **9. AI Features**

Use of Leslie AI™ and any other AI feature is subject to the AI Disclaimer (Document 9). AI outputs may be inaccurate, incomplete, outdated, biased, or unsuitable for your circumstances. You are solely responsible for independently reviewing and verifying any AI-generated information before relying upon it.

## 10. User Content

You retain ownership of content you upload (“User Content”). You grant the Company a limited, worldwide, royalty-free license to host, store, process, display, transmit, and back up User Content solely to operate the Platform and provide services to you. You represent and warrant that you have all rights necessary to grant this license and that your User Content does not infringe any third party’s rights or violate any law.

## 11. Intellectual Property

All Platform systems, educational structures, lesson sequencing, dashboards, prompts, branding, software, written materials, videos, and curriculum are the exclusive intellectual property of JoMar Business Solutions™. The Digital Copyright & License Agreement (Document 8) governs your limited license to access Platform materials.

## 12. Trademarks

ClarityCommand™, ClarityCommand Classes™, Leslie AI™, JoMar Business Solutions™, and associated logos, slogans, and command systems are trademarks or proprietary brand assets of JoMar Business Solutions™. You may not use these marks without prior written permission.

## 13. Third-Party Services

The Platform may integrate with or link to third-party services. We are not responsible for third-party content, terms, or practices. Your use of any third-party service is governed by that service’s terms.

## 14. Suspension and Termination

We may suspend, restrict, or terminate your access at any time, with or without notice, for any reason, including suspected violation of these Terms, suspected fraud, suspected abuse, non-payment, or to comply with law. Upon termination, your license to access the Platform ends and outstanding amounts (if any) remain due. Provisions that by their nature should survive termination shall survive, including intellectual property, indemnification, limitation of liability, dispute resolution, and governing law provisions.

## 15. Disclaimers

THE PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ANY DEFECT WILL BE CORRECTED. WE DO NOT WARRANT THAT AI OUTPUTS WILL BE ACCURATE, COMPLETE, OR SUITABLE FOR ANY PURPOSE.

## 16. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, JoMar Business Solutions™, ITS AFFILIATES, OFFICERS, EMPLOYEES, CONTRACTORS, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST DATA, BUSINESS INTERRUPTION, OR ANY DAMAGES ARISING FROM OR RELATED TO YOUR USE OR INABILITY TO USE THE PLATFORM, AI OUTPUTS, OR EDUCATIONAL MATERIALS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, STATUTE, OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THESE TERMS OR THE PLATFORM SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID THE COMPANY IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (\$100).

Some jurisdictions do not allow the exclusion or limitation of certain warranties or damages. In such jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## 17. Binding Arbitration and Class-Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

To the fullest extent permitted by law, any dispute, claim, or controversy arising from or relating to these Terms, the Platform, any subscription, any AI system, any educational content, or any service shall be resolved exclusively through binding individual arbitration administered by a neutral arbitration provider mutually agreed upon by the parties, or, absent agreement, by JAMS or the American Arbitration Association under its Consumer Arbitration Rules.

YOU AND THE COMPANY WAIVE THE RIGHT TO:

- Participate in class actions
- Participate in class arbitration
- Bring representative or private-attorney-general claims
- Participate in consolidated or coordinated proceedings
- Seek a jury trial where arbitration is enforceable

Arbitration shall be conducted in Tarrant County, Texas, unless otherwise required by applicable law. The Federal Arbitration Act governs the interpretation and enforcement of this provision.

Notwithstanding the foregoing, either party may bring an individual action in small-claims court for disputes within that court's jurisdiction, and either party may seek injunctive or equitable relief in a court of competent jurisdiction to protect intellectual property rights.

If any portion of this arbitration provision is found unenforceable, the remainder shall remain in effect; provided, however, that if the class-action waiver is found unenforceable in a particular case, the entire arbitration provision shall be void as to that case only.

## **18. Governing Law**

These Terms are governed by the laws of the State of Texas, without regard to its conflict-of-laws principles. Subject to Section 17, the state and federal courts located in Tarrant County, Texas, shall have exclusive jurisdiction over any matters not subject to arbitration.

## **19. Indemnification**

You agree to defend, indemnify, and hold harmless the Company, its affiliates, officers, employees, contractors, and agents from any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from (a) your use of the Platform, (b) your violation of these Terms or any law, (c) your User Content, or (d) your infringement of any third-party right.

## **20. Changes to Terms**

We may modify these Terms at any time. Material changes will be communicated through the Platform or by email at least seven (7) days before they take effect, except where shorter notice is required by law or where changes are favorable to users and take effect immediately. Your continued use of the Platform after the effective date constitutes acceptance of the revised Terms.

## **21. Entire Agreement; Severability; Assignment**

These Terms, together with the Privacy Policy, AI Disclaimer, Master Subscription Agreement, Refund & Cancellation Policy, Community Conduct Policy, Data Rights Addendum, Educational Services Agreement, and Digital Copyright & License Agreement, constitute the entire agreement between you and the Company regarding the Platform and supersede any prior agreements. If any provision is held unenforceable, the remaining provisions remain in effect. You may not assign these Terms without our written consent. We may assign these Terms in connection with a merger, acquisition, or sale of assets.

## **22. Contact**

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