

TERMS AND CONDITIONS OF USE AND SERVICE

1. Introduction

Welcome to Uriel Research Institute, Inc. These Terms of Use and Service ("Terms" or "Agreement") govern your access to and use of www.UrielResearch.org (the "Website") and our personal and business credit, financial literacy, business funding and real estate memberships, education and consulting services (collectively, the "Services"), provided by URIEL RESEARCH INSTITUTE, INC. ("Company," "we," "us," or "our").

By accessing, using, or interacting with the Services, you ("User," "you," or "your") agree to be bound by these Terms, including our Privacy Policy and Fulfillment Policy, which are incorporated here by reference. If you do not agree, you must stop using the Services immediately.

This Agreement is a legally binding contract between you and the Company. Please read it carefully. By accepting these Terms, you acknowledge and agree to the binding arbitration provision and class-action waiver in Section 15, which affect your legal rights, including waiving your right to a jury trial and to participate in class actions.

2. Definitions

- **"Account"** — any account you may create when you register to use the Services.
- **"Content"** — all text, data, images, graphics, interfaces, photographs, trademarks, logos, code, and other materials provided through the Services.
- **"Data"** — any information, including Personal Data, that you provide or that is collected from you in connection with the Services.
- **"Personal Data"** — information relating to an identified or identifiable individual, as defined under applicable privacy laws.
- **"Service Providers"** — third-party vendors (such as hosting, CRM, scheduling, payment processing, and communications platforms) that perform functions on our behalf, under our direction, and subject to confidentiality and data-protection obligations. Service Providers are not parties to this Agreement.
- **"Third-Party Services"** — services or products provided by entities other than the Company that may be referenced or made available through the Services.

3. Acceptance and Eligibility

By accessing or using the Services, you affirm that you are at least 18 years of age (or the age of majority in your jurisdiction) and are capable of entering into a legally binding agreement.

If you use the Services on behalf of a legal entity, you represent and warrant that you have authority to bind that entity to these Terms.

4. Modification of Terms

We may modify or update these Terms at any time. Changes are effective upon posting the updated Terms on the Website, and we will revise the "Last Updated" date accordingly. Your continued use of the Services after changes are posted constitutes acceptance of the revised Terms. If you do not agree, then you agree to stop using the Services.

5. Services Overview

a. Description of Services.

The Company provides memberships, education and consulting services related to personal and business credit, financial literacy, funding readiness and real estate acquisition strategy. Services may include credit education, review of consumer-provided credit information, business-structure guidance, strategy consultations, and access to educational materials and resources.

b. What we are not.

The Services are provided solely for educational and informational purposes. The Company does not provide loans, extend credit, guarantee funding, guarantee credit approvals, nor broker real estate; does not act as a lender, broker, legal advisor or financial advisor; and does not provide debt-relief or credit-repair services in connection with funding. We do not negotiate with creditors, lenders, or credit reporting agencies on your behalf. No specific results are promised or implied. You remain solely responsible for your financial decisions and outcomes, and your use of the Services does not create any fiduciary, advisory, or agency relationship.

c. Service Providers.

We use third-party Service Providers to operate and deliver some Services. Third-party providers are not owned or operated by the Company, but are bound by confidentiality and data protection obligations, and may not use your Data for any purpose other than performing services on our behalf.

d. Service Availability.

We strive for continuous availability but do not warrant that the Services will be uninterrupted or error-free. We may modify, suspend, or discontinue any part of the Services at any time.

6. Fees, Payment, and Refunds

Fees for the Services, if any, are presented to you before purchase. By purchasing, you authorize us (or our payment processor) to charge the applicable fees. All fees are payable in U.S. dollars. Refunds, cancellations, and fulfillment are governed by our [Fulfillment Policy](#), which is incorporated by reference. In the event of a conflict between those policies and these Terms regarding fees, refunds, or cancellation, our Fulfillment Policy will stand as the controlling Agreement.

7. User Obligations and Conduct

a. Compliance with Laws.

You agree to comply with all applicable laws, regulations, and industry standards when using the Services, including privacy, data-protection, intellectual-property, and consumer-protection laws.

b. Account Responsibilities.

You agree to provide accurate, current, and complete information and to keep it updated. You are responsible for maintaining the confidentiality of your Account credentials and for all activity under your Account, and you must notify us immediately of any suspected unauthorized use.

c. Prohibited Activities.

You agree not to:

- Use the Services for any illegal, unauthorized, or prohibited purpose;
- Infringe upon the rights of others, including intellectual-property rights;
- Interfere with or disrupt the Services or connected networks;
- Use automated means (bots, scrapers) to access or collect data without our written permission;
- Impersonate any person or entity or misrepresent your affiliation;
- Transmit malicious software, viruses, or harmful code; or
- Engage in any activity that could damage, disable, or impair the Services.

8. Data Privacy

a. Handling of Data.

We collect and process your Personal Data as described in our [Privacy Policy](#). This may include data you provide directly, data collected automatically, and data obtained from third- party sources with your authorization.

b. Sensitive Documents and Credit Information.

Identity documents, government-issued ID scans, credit reports, and credit-related information you provide are used solely to perform the Services and are deleted from our active systems within sixty (60) days after the applicable service is completed, or promptly following a refund or cancellation, except for the limited business records described in our Privacy Policy. We do not sell your Personal Data, and we do not share it with any third party for that party's own marketing purposes.

c. Service Providers.

We may share Data with Service Providers who assist us in delivering the Services, solely for that purpose and under confidentiality and data-protection obligations.

d. Legal Compliance.

We may disclose Data to comply with legal obligations, including court orders, legal process, or government requests.

e. Security.

We implement reasonable administrative, technical, and physical safeguards to protect your Data. However, no method of transmission or storage is completely secure, and we cannot guarantee absolute security. You are responsible for safeguarding the device and network you use to access the Services.

9. Electronic Communications and SMS

By using the Services or providing your contact information, you consent to receiving communications from us electronically, including by email, and where you have opted in, by text message (SMS). Message and data rates may apply, and message frequency varies. You may opt out of marketing emails via the unsubscribe link and out of SMS by replying STOP. SMS consent and mobile numbers are not sold or shared with third parties for their own marketing, as described in our Privacy Policy.

10. Intellectual Property

a. Ownership.

All intellectual-property rights in the Services, including software, Content, trademarks, and logos, are owned by the Company or its licensors. Your use of the Services grants you no rights in our intellectual property except the limited rights necessary to use the Services under these Terms.

b. License.

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for your personal or internal business purposes.

c. Restrictions.

You may not (i) copy, modify, distribute, sell, or lease any part of the Services or its software; (ii) reverse engineer or attempt to extract source code, except as permitted by law; or (iii) use our trademarks, logos, or Content without our prior written consent.

11. Representations, Warranties, and Disclaimer

a. Your Representations.

You represent and warrant that you have authority to enter into these Terms; that all information you provide is accurate, complete, and current; that you will comply with all applicable laws; and that your use of the Services will not infringe the rights of any third party or involve any harmful activity.

b. Our Commitments.

We will comply with applicable laws, including data-protection and privacy laws, in providing the Services; will implement reasonable security measures and require our Service Providers to do the same; and will make commercially reasonable efforts to maintain availability of the Services, subject to these Terms.

c. Disclaimer of Warranties.

EXCEPT AS EXPRESSLY PROVIDED, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE.

12. Limitation of Liability

a. Exclusion of Damages.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY AND ITS AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, AND PARTNERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR USE, ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY.

b. Cap on Liability.

THE COMPANY'S TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES WILL NOT EXCEED THE AMOUNT YOU PAID TO US FOR THE SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

c. Third-Party Services.

We are not responsible for any Third-Party Services. Your use of them is at your own risk.

13. Indemnification

You agree to indemnify, defend, and hold harmless the Company and its affiliates, officers, agents, employees, partners, and licensors from any claim, demand, damages, loss, liability, cost, or expense (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Services; (b) your breach of these Terms or violation of any law or third-party right; (c) any claim that your use infringes a third party's intellectual-property rights; or (d) any data or content you provide.

14. Termination

a. By You.

You may either pause or terminate using the Services at any time. You must inform the Company in writing if you terminate your Account, so that we may process your account closure and dispose of your personal data.

b. By Us.

We may suspend or terminate your access at any time, without notice or liability, for any reason, including a violation of these Terms, unlawful conduct or if there is no communication by you or use of the Services for ninety (90) days.

c. Effect.

Upon termination, your right to use the Services ceases immediately. Provisions that, by their nature, should survive — including ownership, disclaimers, indemnification, limitation of liability, dispute resolution, and governing law — will survive.

15. Dispute Resolution; Binding Arbitration; Class-Action Waiver

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

a. Informal Resolution.

You covenant to contact the Company first at www.UrielResearch.org before initiating any formal proceeding and attempt to resolve the dispute informally for at least thirty (30) days.

b. Binding Arbitration.

You covenant that except as set out below, any dispute, claim, or controversy arising out of or relating to your use of these Terms or the Services that is not resolved informally will be resolved solely by final and binding arbitration, administered by a recognized arbitration provider (such as the American Arbitration Association) under its applicable consumer arbitration rules, rather than in any court. The arbitration will be conducted in or remotely from Franklin County, Ohio, and judgment on the award may be entered in any court of competent jurisdiction.

c. Class-Action Waiver.

You covenant, and the Company agrees, that each may bring claims against the other only in an individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding; and the arbitrator may not consolidate more than one person's claims or preside over any form of a class action or proceeding.

d. Exceptions.

Either party may (i) bring an individual claim in small-claims court, and (ii) seek injunctive or equitable relief in court to protect its intellectual property or confidential information.

e. Opt-Out.

You may opt out of this arbitration provision by sending written notice to support@UrielResearch.org within thirty (30) days of first accepting these Terms or purchasing the Services. If you opt out, neither party is bound by Section 15, subsections (b) and (c), and disputes will be resolved in the courts identified in Section 16.

16. Governing Law and Venue

These Terms are governed by the laws of the State of Ohio, without regard to its conflict-of-laws principles. Subject to Section 15, you agree that any dispute not subject to arbitration will be brought exclusively in or remotely from the state or federal courts located in Franklin County, Florida, and you consent to the personal jurisdiction of those courts.

17. Miscellaneous

a. Entire Agreement.

These Terms, together with the Privacy Policy, Fulfillment Policy, and Cancellation Policy, constitute the entire agreement between you and the Company concerning the Services and supersede all prior agreements.

b. Severability.

If any provision is found unlawful, void, or unenforceable, it is severable and does not affect the remaining provisions.

c. Waiver.

No waiver of any Term is a continuing waiver, and our failure to assert a right is not a waiver of that right.

d. Assignment.

You may not assign your rights or obligations without our prior written consent. We may assign ours without restriction.

e. Force Majeure.

We are not liable for any delay or failure to perform due to causes beyond our reasonable control, including acts of God, war, terrorism, strikes, supply-chain disruptions, pandemics, power outages, or governmental action.

f. Headings.

Headings are for convenience only and have no legal effect.

18. Contact

For questions about these Terms, contact us at:

URIEL RESEARCH INSTITUTE, INC

Address: 341 South Third Street, Suite 100, Columbus, Ohio 43215, United States

Email: support@UrielResearch.org

Phone: (614)701-9055

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