

Terms and Conditions

Welcome to www.JustInCaseSolutions.com.

Please read these Terms and Conditions carefully before using this website.

Agreement between User and www.JustInCaseSolutions.com.

The www.JustInCaseSolutions.com website (the "Site") is comprised of various web pages operated by Just In Case Solutions. www.JustInCaseSolutions.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of www.JustInCaseSolutions.com constitutes your agreement to all such Terms. Please read these terms carefully and keep a copy of them for your reference.

www.JustInCaseSolutions.com is a news, information, e-commerce, and blog site.

The website's purpose is to sell the Just In Case Solutions workbook in paperback or digitally via an e-commerce site or through a retailer. The topic is to provide information and suggestions on why and how to utilize the published 10-step essential planner to organize, record, and deliver essential life details. The website has an informational blog.

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Children Under Thirteen

Just In Case Solutions does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.JustInCaseSolutions.com only with permission of a parent or guardian.

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Refunds for returning a purchased workbook are processed directly with the chosen retailer. You may unsubscribe from receiving emails by clicking the unsubscribe button or emailing wendy@justincasesolutions.com.

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International Users

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www.JustInCaseSolutions.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Just In Case Solutions, its owner, officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Just In Case Solutions reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Just In Case Solutions in asserting any available defenses.

Release of Claims.

In no event will Just In Case Solutions be liable to any party for any type of direct, indirect, special, incidental, equitable or consequential damages for any use of or reliance on our Website and its Content, or on those affiliated with us in any way, and you hereby release us from any and all claims; including, without limitation, those related to lost profits, personal or business interruptions, personal injuries, accidents, misapplication of information, or any other loss, physical or mental disease, condition or issue, or otherwise, even if we are expressly advised of the possibility of such damages or difficulties.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. The parties agree that a party may bring claims against the other only in each's individual capacity, and not as a plaintiff or class member in any putative class, collective and/ or representative proceeding, such as in the form of a private attorney general action against the other. Further, unless both you and Just In Case Solutions agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

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Termination/Access Restriction

Just In Case Solutions reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the Commonwealth of Massachusetts and you hereby consent to the exclusive jurisdiction and venue of courts in Massachusetts in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Just In Case Solutions as a result of this agreement or use of the Site. Just In Case Solutions' performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Just In Case Solutions' right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Just In Case Solutions with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Just In Case Solutions with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Just In Case Solutions with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Just In Case Solutions reserves the right, in its sole discretion, to change the Terms under which www.JustInCaseSolutions.com is offered. The most current version of the Terms will supersede all previous versions. Just In Case Solutions encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Just In Case Solutions welcomes your questions or comments regarding the Terms:

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Effective as of December 29, 2023