Terms of Use

Welcome to askthebiller.com. Ask The Biller, LLC (“Ask The Biller,” “we,” “us,” or “our”) invites you to access and use our website (the “Website”).

We provide visitors to our Website (“Visitors, “User” “You” or “Your”) access to the Website subject to the following Terms of Use, which may be updated by us from time to time without notice to you. By browsing the public areas or by accessing and using the Websites, you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Use and our Privacy Policy, which is hereby incorporated by reference (collectively, this “Agreement”). If you do not agree to any of these terms, then please do not use the Website.

Any user who registers with us (each, a “Registered User”) and wishes to purchase a product or service through one of our Website, is agreeing to the terms of this Agreement and the accompanying Terms and Conditions of Purchase with respect to such product or service. In the event of any conflict between the terms of this Agreement and the Terms and Conditions of Purchase, the Terms and Conditions of Purchase shall control.

1. **DEFINITIONS**
2. Content:

**"Content"** means text, images, photos, audio, video, location data, and all other forms of data or communication. **"Your Content"** means Content that you submit or transmit to, through, or in connection with the Website, such as ratings, reviews, compliments, invitations, check-ins, messages, and information that you publicly display or displayed in your account profile. **"User Content"** means Content that users submit or transmit to, through, or in connection with the Website. **"Ask The Biller Content"** means Content that we create and make available in connection with the Website. **"Third Party Content"** means Content that originates from parties other than Ask The Biller or its users, which is made available in connection with the Website. **"Website Content"** means all of the Content that is made available in connection with the Website, including Your Content, User Content, Third Party Content, and Ask The Biller Content.

1. **USE OF WEBSITE**
2. Eligibility:

To access or use the Website you must be 18 years or older and have the requisite power and authority to enter into these Terms. You may not access or use the Website if you are a competitor of ours or if we have previously banned you from the Website.

1. Permission to Use The Website:

We grant you permission to use the Website subject to the restrictions in these Terms. Your use of the Website is at your own risk, including the risk that you might be exposed to Content that is inaccurate, objectionable, other wise inappropriate.

1. Website Availability:

The Website may be modified updated, interrupted, suspended or discontinued at any time without notice or liability. Ask The Biller assumes no responsibility for your ability to (or any cost associated with your ability to) access our communication or personal settings.

1. **FEES, PAYMENT, AND REFUNDS**

As consideration for any purchase you make on the Website, you shall pay Ask The Biller all applicable fees and taxes. We (or our third-party payment processor) shall authorize your credit card, bank account, or other approved payment facility you provided during the registration process for the full payment of the fees and any applicable taxes, and you hereby consent to the same. If the mailing address you provided us is in the United States, all payments will be charged and made in U.S. dollars.

You must provide current, complete, and accurate billing and credit card information. You must promptly update all billing information (such as billing address, card number, and expiration date) to keep your account current, complete, and accurate, and you must promptly contact us if your credit card is lost or stolen, or if you become aware of a potential breach of account security (such as an unauthorized disclosure or use of your Sign-In Name or Password). You hereby authorize Ask The Biller to obtain or determine updated or replacement expiration dates for your credit card in the event that the credit card you provided us expires. We reserve the right to charge any renewal card issued to you to the same extent as the expired card. If payment is not received from your credit card issuer, you hereby agree to pay all amounts due upon demand. You agree to pay all costs of collection, including attorney’s fees and costs, on any outstanding balance.

Due to the digital nature of the Service(s) provided, Ask The Biller does not offer refunds after purchase. Your satisfaction, however, is our top priority, email us at info@justaskthebiller.com to let us know why you’re unsatisfied and we will do our best to make it right.

1. **RESTRICTIONS**

You agree not to, and will not assist, encourage, or enable others to use the Website to:

1. Violate any third party’s right including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity or any other intellectual property or proprietary right.
2. Promote a business or commercial venture or event, or otherwise use the Website for commercial purposes, except in connection as expressly permitted by Ask The Biller
3. Violate any applicable law.

We are under no obligations to enforce the Terms on your behalf against another user. While we encourage you to let us know if you believe another user has violated the Terms, we reserve the right to investigate and take appropriate action at our sole discretion.

1. **INTELLECTUAL PROPERTY**

Certain names, logos and or phrases on the Website constitute trademarks and or copyrights of Ask The Biller or others. The content of this Website, including but not limited to all the writing on the Website are owned by Ask The Biller or third parties. The Content is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws.

Nothing on the Websites should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use.

Material that is protected by copyright or trademark not be used without permission from the copyright/trademark owner. Since the Internet makes it so easy to infringe on someone’s intellectual property, it is impossible for us to know if your uploading represents infringement. You are responsible for the material you post on the Website and will be held legal responsible for the copyright and or trademark infringement.

Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Ask The Biller Trademarks inures to our benefit.

Elements of the Website are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Content may be retransmitted without our express, written consent for each and every instance.

1. **COMMUNICATIONS WITH US**

Although we encourage you to email us, we do not want you to, and you should not, email us any content that contains confidential information. With respect to all emails and communications you send to us, including, but not limited to, feedback, questions, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production, and marketing of products and services that incorporate such information without compensation or attribution to you.

1. **LIMITED LICENSE**

Ask The Biller grants you a nonexclusive, nontransferable, revocable license to access and use our Website and Services strictly in accordance with this Agreement. Your use of our Website and Services is solely for internal, personal, noncommercial purposes unless otherwise provided for in this Agreement. No printout or electronic version of any part of our Website or Services may be used by you in any litigation or arbitration matter whatsoever under any circumstances.

1. **OUR RELATIONSHIP TO YOU**

This Agreement in no way creates any agency, partnership, joint venture, or employee-employer or franchisor-franchisee relationship between you and Ask The Biller.

1. **ERRORS, INACCURACIES, AND OMISSIONS**

Occasionally there may be information on our Website or in the Product/Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Product/Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

1. **INDEMNIFICATION**

You agree to defend, indemnify and hold harmless Ask The Biller, its corporate affiliates, independent contractors, service providers and consultants, and each of their respective directors, employees and agents, from and against any claims, damages, cost, liabilities and expenses (including, but not limited to, reasonable attorney fees) arising out of or related to any Product or Service you purchase using our affiliate link without limitation, any actual or threatened suit, demand or claim arising out of or relating to the Products and Services displayed on our website, your violation of these Terms, or your violation of the rights of any third party.

1. **TERMINATION**

Notwithstanding any of these Terms, Ask The Biller reserves the right, without notice and in its sole discretion, to terminate your license to use the Services, and to block or prevent your access to use of the Services. Ask The Biller reserves the right to refuse service to anyone for any reason at any time. In the event of termination of access to the Services for any reason, you have no right to obtain a copy of any data or communication you stored or effected via the Services, or any other data.

1. **COMPLIANCE WITH APPLICABLE LAWS**

The Website is based in the United States. We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Websites or the Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

1. **ENTIRE AGREEMENT**

These terms constitute the entire agreement between you and Ask The Biller with respect to the subject matter of these Terms, and supersede and replace any prior version of the Terms. These Terms create no third-party beneficiary rights.

1. **WARRANTY DISCLAIMER**

Ask The Biller is not responsible or liable in any manner for any Content posted on our Website or in connection with our Services, whether posted or caused by Members of our Website, or by Ask The Biller. Although we provide rules for Member conduct and postings, we do not control and are not responsible for what Members post, transmit, or share on our Website or Services, and are not responsible for any offensive, inappropriate, obscene, unlawful, or otherwise objectionable content you may encounter using our Website or Services. Ask The Biller is not responsible for the online or offline conduct of any User of our Website or Services.

Our Website or Services may be temporarily unavailable from time to time for maintenance or other reasons. Ask The Biller assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of Member communications.

Ask The Biller is not responsible for any technical malfunction or other problems of any telephone network or service, computer system, server or provider, computer or mobile phone equipment, or software, or for any failure of email on account of technical problems or traffic congestion on the Internet, or for any combination thereof – including injury or damage to Members’ or any other person’s computer, mobile phone, or other hardware or software – related to or resulting from the use or downloading of materials in connection with our Website or Services, including, without limitation, any software provided through our Website or Services.

Under no circumstances will Ask The Biller be responsible for any loss or damage, including any loss or damage, personal injury, or death resulting from anyone’s use of our Website or Services, or any interactions between Users of our Website or Services, whether online or offline.

Reference to any products, services, processes, or other information by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, recommendation, or any affiliation with our Website by third parties or by any of the equipment or programming associated with or utilized by our Services.

THE INFORMATION, CONTENT, AND DOCUMENTS FROM OR THROUGH OUR WEBSITE ARE PROVIDED ‘AS-IS’, ‘AS AVAILABLE’, WITH ‘ALL FAULTS’, AND ALL EXPRESS OR IMPLIED WARRANTIES ARE DISCLAIMED (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). OUR WEBSITE AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS, OR OTHER LIMITATIONS.

ASK THE BILLER, INCLUDING ALL OUR AFFILIATES, HAS NO LIABILITY WHATSOEVER FOR YOUR USE OF OUR WEBSITE OR SERVICES. ASK THE BILLER CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM THE USE OF OUR WEBSITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, RELATED SOFTWARE. ASK THE BILLER DOES NOT REPRESENT OR WARRANT THAT OUR CONTENT, SERVICES, OR ANY SOFTWARE FOUND WITHIN ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, YOU SHOULD EXERCISE CAUTION IN THE USE AND DOWNLOADING OF ANY SUCH CONTENT OR SOFTWARE AND USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND REMOVE VIRUSES. ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES SOMEHOW ATTRIBUTED TO OUR CONTENT, SERVICES, AND RELATED SOFTWARE IS DISCLAIMED.

WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN CONTENT AND RELATED SOFTWARE FROM OR THROUGH OUR WEBSITE OR SERVICES AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGES TO YOUR MOBILE DEVICE OR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM OF ANY KIND THAT MAY RESULT. WE AND ALL OUR AFFILIATES ARE NOT LIABLE FOR ANY 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 (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND ASK THE BILLER.

OUR WEBSITE AND SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH OUR WEBSITE OR SERVICES WILL CREATE ANY WARRANTY, REPRESENTATION, OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

1. **LIMITATION OF LIABILITY**

IN NO EVENT WILL ASK THE BILLER OR ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF OUR WEBSITE, CONTENT, SERVICES, OR ANY RELATED SOFTWARE ACCESSED THROUGH OR DOWNLOADED FROM OUR WEBSITE OR SERVICES, EVEN IF ASK THE BILLER IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ASK THE BILLER LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US FOR WEBSITE AND/OR SERVICES ACCESSED DURING THE PREVIOUS MONTH OF YOUR MEMBERSHIP PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

1. **MEMBER CONDUCT**

Members may post their content to our Website through our Services (Member Content). Members and Visitors understand that by using our Website or Service, they may be exposed to content that is offensive, indecent, or objectionable. We have no control over Member Content and do not in any way guarantee its quality, accuracy, or integrity. Ask The Biller is not responsible for the monitoring or filtering of any Member content. Should any Member Content be found illegal, Ask The Biller will submit all necessary information to relevant authorities.

If any Member Content is reported to Ask The Biller as being offensive or inappropriate, we may ask the Member to retract or otherwise modify the questionable content within 24 hours of being notified by Ask The Biller. If the Member fails to meet such a request, Ask The Biller has full authority to restrict the Member’s ability to post Member Content OR to immediately terminate the Member’s membership without further notice to the Member.

Without limiting the foregoing, we have sole discretion to remove any Member Content that violates this Agreement or that is otherwise objectionable in our sole discretion. Members are responsible for complying with all applicable federal and state laws for their content, including copyright and trademark laws. Members will respect copyright and trademark laws.

You warrant that you will not use our Services to infringe on the intellectual property rights of others in any way. In accordance with the DMCA and other applicable law, we have adopted a policy of terminating Members whom we deem, in our sole discretion, to be infringers of others’ intellectual property rights.

***As a Member, you agree not to use our Services to do any of the following:***

Upload, post, or otherwise transmit any Member Content that:

1. Violates any local, state, federal, or international laws
2. Infringes on any patent, trademark, trade secret, copyright, or other proprietary rights of any party
3. Harms, threatens, defames, promotes violence or illegal activities, or is otherwise vulgar, obscene, abusive, harassing, tortuous, libelous, invasive of another’s privacy, hateful, or racially, ethically, or otherwise objectionable
4. Links directly or indirectly to any materials to which you do not have a right to link
5. Contains any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers
6. Contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or to extract information from our Website or Services
7. Contains any unsolicited or unauthorized advertising, solicitations, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation
8. In the sole judgment of Ask The Biller is objectionable or restricts or inhibits any other person from using or enjoying our Website or Services, or which may expose Ask The Biller, our affiliates, or our Users to any harm or liability of any type

Use our Content to:

1. Develop a competing website
2. Create compilations or derivative works as defined under United States copyright laws
3. Redistribute it in any manner, including, but not limited to, sale, license, lease, rental, subscription, or any other distribution mechanism
4. Decompile, disassemble, or reverse engineer our Website, Services, and any related software
5. Use our Website or Services in any manner that violates this Agreement or any local, state, federal, or international laws
6. **SEVERABILITY AND SURVIVAL**

Should any part of this Agreement be held invalid or unenforceable, that portion will be construed consistent with applicable law and the remaining portions will remain in full force and effect. To the extent that any Content is in conflict or inconsistent with this Agreement, this Agreement will take precedence. Our failure to enforce any provision of this Agreement will not be deemed a waiver of such a provision, nor of the right to enforce such a provision. Our rights under this Agreement will survive any termination of this Agreement.

1. **TERMINATION OF THE AGREEMENT**

We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Websites, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Websites at any time without prior notice or liability. The following sections shall survive any termination of this Agreement: “Fees and Payment” (until you pay all fees and taxes due hereunder), “Intellectual Property,” “Registered User Content; Licenses,” “Communications with Us,” “No Warranties; Limitation of Liability,” “Representations; Warranties; and Indemnification,” “Termination of the Agreement,” “Controlling Law,” “Equitable Relief,” and “Miscellaneous.”

1. **DIGITAL MILLENNIUM COPYRIGHT ACT**

Ask The Biller respects the intellectual property rights of others and attempts to comply with all relevant laws. We will review all claims of copyright infringement received and remove any Content deemed to have been posted or distributed in violation of any such laws.

Our designated agent under the Digital Millennium Copyright Act (the “Act”) for the receipt of any Notification of Claimed Infringement which may be given under that Act is as follows:

info@justaskthebiller.com

If you believe that your work has been copied on the Websites in a way that constitutes copyright infringement, please provide our agent with notice in accordance with the requirements of the Act, including (i) a description of the copyrighted work that has been infringed and the specific location on the Websites where such work is located; (ii) a description of the location of the original or an authorized copy of the copyrighted work; (iii) your address, telephone number and email address; (iv) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (v) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf; and (vi) an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

1. **JURISDICTION OF LAW**

The laws of the State of New York will apply to any dispute arising out of or relating to these Terms or the Services. All claims arising out of or relating to these Terms or the Services will be litigated exclusively in the state of federal courts of New York and you and Ask The Biller consent to personal jurisdiction and exclusive venue in such courts.

1. **EQUITABLE RELIEF**

You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. We may, without waiving any other remedies under this Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in the State of New York for purposes of any such action by us.

1. **MISCELLANEOUS**

Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.