

ACCIDENT EXPERTS

Terms & Conditions

Summary: Accident Experts is a platform that allows independent marketers to submit opportunities and earn commissions using provided tools and systems. By using the Platform, you agree to operate lawfully, not bypass the system, and not compete unfairly using relationships or information gained through the Platform.

By creating an account or using the Accident Experts platform ("Platform"), you agree to these Terms & Conditions ("Agreement").

1. Platform Services

Accident Experts provides a technology platform that:

- Tracks submissions and commissions
- Provides marketing materials and pre-built flyers
- Offers landing pages for user recruitment and lead generation
- Connects independent marketers with participating service providers

2. Independent Contractor Status

You are an independent contractor. Nothing in this Agreement creates any employment, partnership, or agency relationship.

You are solely responsible for:

- Your business activities
- Legal compliance
- Taxes and reporting

3. Compliance

You agree to follow all applicable laws related to marketing, advertising, communications, and data use.

You may NOT:

- Use misleading or deceptive marketing
- Engage in spam or unlawful outreach
- Misuse personal data

Violations may result in termination and forfeiture of commissions.

4. Submissions & Commissions

All submissions must be legitimate, accurate, and compliant.

Accident Experts may:

- Approve or reject submissions at its discretion
- Audit activity
- Withhold or reverse commissions for violations or invalid submissions

5. Payments

Commissions are based on internal criteria and may change at any time.

Payments may be withheld in cases of:

- Fraud
- Policy violations
- Disputed or invalid activity

6. Intellectual Property

All Platform materials (including flyers, landing pages, branding, and systems) are owned by Accident Experts.

You may use them only within the Platform. You may not copy, resell, or distribute them without permission.

7. Confidentiality

You agree not to share or disclose:

- Platform systems
- Commission structures
- Submission data
- Business strategies

This obligation continues after your account ends.

8. Non-Circumvention

You agree not to:

- Bypass or circumvent the Platform to directly engage with any participating service providers
- Use Platform relationships or information outside the Platform for personal gain

Additionally, during your use of the Platform and for **12 months after**, you may not:

- Join, work with, or participate in any competing attorney marketing or lead generation organization that uses relationships, data, or knowledge obtained from the Platform

9. Non-Compete (Limited Scope)

To protect legitimate business interests, you agree that during your use of the Platform and for **12 months after termination**, you will not:

- Use confidential information, relationships, or proprietary systems obtained through Accident Experts to build, operate, or assist a competing platform offering substantially similar services
- Solicit or recruit users, partners, or participants of Accident Experts into a competing platform

This restriction applies only to competition using information or relationships gained through the Platform and only to the extent permitted by applicable law.

10. Termination

Accident Experts may suspend or terminate your account at any time, with or without notice, for any violation or harmful activity.

11. Limitation of Liability

The Platform is provided "as is." Accident Experts is not liable for any indirect, incidental, or consequential damages.

12. Indemnification

You agree to indemnify and hold harmless Accident Experts from any claims arising from your actions, violations, or misuse of the Platform.

13. Updates to Terms

We may update these Terms at any time. Continued use of the Platform means you accept the updated Terms.

14. Governing Law

These Terms are governed by applicable laws within the United States.

15. Dispute Resolution; Arbitration; Class Action Waiver

a. Informal Resolution First

Before filing any claim, you agree to first contact Accident Experts and attempt to resolve the dispute informally. Both parties agree to make a good-faith effort to resolve any dispute within 30 days.

b. Binding Arbitration

If a dispute cannot be resolved informally, it will be resolved through final and binding arbitration, rather than in court.

- Conducted by a neutral arbitrator
- Held in the United States (virtually or mutually agreed location)
- Each party bears its own legal fees unless required otherwise by law
- The arbitrator may award any relief permitted by law

c. Waiver of Jury Trial

You agree to waive any right to a trial by jury.

d. Class Action Waiver

All claims must be brought on an individual basis only.

You may NOT:

- Bring or participate in any class, collective, or representative action
- Join claims with others against Accident Experts

e. Scope

This section applies to all disputes arising out of or related to:

- Your use of the Platform
- These Terms
- Your relationship with Accident Experts

f. Exceptions

Accident Experts may seek injunctive or equitable relief in court for:

- Breach of non-circumvention
- Breach of non-compete
- Misuse of confidential information or intellectual property