

PreventionOnly LLC

(www.preventiononly.com/ www.preventionplus.app)
Prevention Plus App and websites Terms of Use

Last Revised: January 14, 2026

These Terms of Use (the “Terms”) are entered into between you (“you”) and PreventionOnly LLC (“Company,” “we,” “us,” and “our”). These Terms govern your access to and use of Company services offered on the app and websites located at <https://www.preventiononly.com/> , www.preventionplus.app (the “App and websites”), and applications(apps) including any content or functionality offered on or through the App and websites. The App and websites are published, owned, and operated by the Company.

By accessing, browsing, submitting information to and/or using the App and app and websites, you agree and acknowledge on your own behalf that you have read, understand and agree to be bound by these Terms and to comply with all applicable laws including, without limitation, all federal, state and local tax and tariff laws, regulations, and/or directives. If you do not agree to these Terms, please do not use the App and websites or our applications.

1. Purpose of the App and websites.

The App and websites are provided solely for informational purposes and the purposes of enabling communication between you and the Company. The information provided is intended to be general in nature and does not necessarily address all the terms, exclusions, and conditions applicable to our products and services.

We do not warrant the accuracy, completeness, or usefulness of this information at any particular time. Any reliance you place on such information is strictly at your own risk. The Company disclaims all liability and responsibility arising from any reliance placed on such content by you or any other visitor to our App and websites, or by anyone who may be informed of any of its contents. Any information you provide or that is collected by the Company through the App and websites shall be handled in accordance with the App and websites’ Privacy Policy, which is hereby incorporated by reference.

2. Use of the App and app and websites.

The Company grants you a non-exclusive right to access and use the App and websites and the data, material, content or information herein (collectively, the “Content”) solely for your personal use. Your right to access and use the App and websites shall be limited to non-commercial purposes unless you are otherwise expressly authorized by the Company to use the App and websites for commercial purposes. You agree to use the App and websites only for lawful purposes, comply with all rules governing any transactions on and through the App and websites and comply with applicable laws.

3. User Account Responsibility.

If you are given or create a password to access the App and app and websites, you are responsible for maintaining the confidentiality and security of your account, including all of your passwords. When creating an account, you agree to provide us with accurate and complete information and detail, as required, and to keep it up to date. You are responsible for all activities that occur under your account and you agree to notify the Company immediately of

any unauthorized use of your account. The Company is not responsible for any loss, damages, costs, or expenses of any kind that you may incur as a result of any unauthorized person using your account or your password, and you agree to indemnify and hold the Company harmless from any such claims.

4. Prohibited Uses. You agree that you will not:

- Use the App and websites in any manner that could damage, disable, overburden, or impair the App and websites or interfere with any other party's use and enjoyment of them;
- Attempt to gain unauthorized access to any App and websites account, computer systems or networks associated with the Company or the App and app and websites;
- Obtain or attempt to obtain any materials or information through the App and websites by any means not intentionally made available or provided by the Company;
- Use any robot, spider, or other automatic device, process or means to access the App and websites for any purpose, including monitoring or copying any of the material on the App and app and websites;
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;
- Attack the App and websites via a denial-of-service attack or a distributed denial-of-service attack; or
- Impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).

5. Notice and Consent to Receipt of Text (SMS) Messaging and Phone Calls.

You may have the opportunity to receive SMS or "text" messages, pre-recorded voice messages or auto-dialed phone calls from the Company, its affiliates and related entities as well as third parties. Such messaging may be used to authenticate your identity or mobile device, as well as provide you informational updates about services or products you may have requested. In providing your mobile device number or cell phone number to the Company, you knowingly consent to such communications from the Company or for the Company to use your cell phone number or mobile device number in accordance with the Company's Privacy Policy. In providing your number and accepting these Terms, you represent that you have the authority to agree to receive text messages at the telephone number that you provide to the Company, or from which you sent the text message request to us. You further acknowledge that no purchase is required to opt into this service, and you may opt out at any time by following instructions from the Company and as described in the Privacy Policy.

Not all mobile devices or handsets may be supported by this service. The Company and any mobile carriers are not liable for delayed or undelivered messages. Message and data rates may apply to any text messages. Message frequency depends on the nature of your request. You hereby agree to be responsible for all costs, charges and fees you incur from your service or device provider as a result of choosing to receive such messages from the Company.

6. Third-party App and app and websites.

The App and websites may contain links to app and websites controlled or operated by persons and companies other than the Company (“Linked Sites”). Linked Sites are not under the control of the Company, and the Company is not responsible for the contents of any Linked Site, including without limitation any link contained on a Linked Site, or any changes or updates to a Linked Site. The Company is not responsible if the Linked Site is not working correctly or for any viruses, malware, or other harms resulting from your use of a Linked Site. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the site or any association with its operators. You are responsible for viewing and abiding by the privacy policies and terms of use posted on the Linked Sites. You are solely responsible for any dealings with third parties who support the Company or are identified in the App and websites, including any delivery of and payment for goods and services.

7. Third-party Applications.

You acknowledge that your access and use of any third-party applications or software on our App and websites and Content (the “Third-party Applications”) is at your discretion and risk, and the Company has no liability to you arising from your use of the Third-party Applications. The Company hereby disclaims any representation, warranty, or guaranty regarding the Third-party Applications, whether expressed, implied or statutory, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose, and any representation, warranty, or guaranty regarding the availability, quality, reliability, features, appropriateness, accuracy, completeness, or legality of the Third-party Applications, and you agree to indemnify and hold the Company harmless for any direct, indirect, punitive, incidental, special, or consequential damages, or any damages whatsoever including, without limitation, damages for loss of use, arising out of or in any way connected with the use or performance of the Third-party Applications.

8. Intellectual Property Notices.

The App and websites and Content are protected by copyrights, trademarks, or are subject to other proprietary rights. Accordingly, you are not permitted to use the App and websites or Content in any manner except as expressly permitted by the Company in these Terms. The App and websites or Content may not be copied, reproduced, modified, published, uploaded, posted, transmitted, performed, or distributed in any way, and you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, or create derivatives without the express written consent of the Company or applicable owner.

Copyright. You should assume that everything you see or read on the Company’s App and websites is copyrighted unless otherwise noted and may not be used without the written permission of the Company. The Company neither warrants nor represents that your use of materials displayed on the Company’s App and websites will not infringe the rights of third parties. Content, images, photographs, or illustrations displayed on the Company’s App and websites is either property of, or used with permission by, the Company. The use of these materials by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms or specific permission provided elsewhere on the Company’s App and app and websites. Any unauthorized use of any content, images, photographs, or illustrations may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

Trademark. Nothing contained on the Company’s App and websites should be construed as granting or conveying, by implication, or otherwise, any license or right to use any trademark

displayed on the Company's App and websites without the written permission of the Company or such third party that may own a trademark displayed on the Company's App and websites. Your misuse of the Company's trademark(s) displayed on the Company's App and websites, or any other Content on the Company's App and websites, except as provided herein, is strictly prohibited.

Your Content. Any Content you create or own or to which you have a license and use on the App and websites is Your Content. In sharing Your Content on the App and app and websites, you warrant and represent you have the legal right to use Your Content and grant the Company an irrevocable, royalty-free, fully paid up, worldwide, non-exclusive license to use Your Content in providing any App and websites services as described in these Terms and in any posted policies on the App and websites. The App and websites services may also provide you with features like photo thumbnails, previews, easy sorting, editing, sharing, creating templates, and searching. These and other features may require our Company systems to access, store, and scan Your Content. You may also be able to share Your Content with others, so please think carefully about what you share.

You acknowledge and agree that you are solely responsible for complying with the applicable restrictions on use of all Content, copyrighted materials and trademarks that you see, hear, and use on the App and websites. You understand that any unauthorized use of such intellectual property would result in irreparable injury for which money damages would be inadequate. You further acknowledge that, in the event of any such unauthorized use, the Company or the applicable intellectual property owner will have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief to prevent any such unauthorized use.

Questions regarding the use of any intellectual property provided on the App and websites should be directed to support@preventiononly.com.

9. United States and India Only.

The Company is based in the state of Ohio in the United States. The Company provides the App and websites for use only by persons located in the United States and India. We make no claims that the App and websites or any of its contents are accessible or appropriate outside of the United States or India. Access to the App and websites may not be legal by certain persons or in certain countries.

10. Disclaimer.

EXCEPT AS MAY OTHERWISE BE EXPRESSLY PROVIDED IN THESE TERMS, ALL INFORMATION, CONTENT, OR SERVICES PROVIDED BY THE COMPANY TO YOU VIA THE APP AND WEBSITES, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, ARE PROVIDED "AS IS" AND "WHERE IS" AND WITHOUT ANY WARRANTIES OF ANY KIND. THE COMPANY AND ITS THIRD-PARTY LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN TO THE CONTRARY, THE COMPANY AND ITS THIRD-PARTY LICENSORS MAKE NO REPRESENTATION, WARRANTY OR COVENANT CONCERNING THE ACCURACY, QUALITY, SUITABILITY, COMPLETENESS, SEQUENCE, TIMELINESS, SECURITY OR AVAILABILITY OF THE APP AND WEBSITES OR ANY CONTENT POSTED ON OR OTHERWISE ACCESSIBLE VIA THE APP AND WEBSITES. YOU SPECIFICALLY ACKNOWLEDGE THAT THE COMPANY AND ITS THIRD-PARTY LICENSORS ARE NOT

LIABLE FOR THE DEFAMATORY, OBSCENE OR UNLAWFUL CONDUCT OF OTHER THIRD PARTIES OR USERS OF THE APP AND WEBSITES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. NEITHER THE COMPANY NOR ANY OF ITS THIRD-PARTY LICENSORS REPRESENT, WARRANT OR COVENANT THAT THE APP AND WEBSITES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE. THE COMPANY FURTHER MAKES NO WARRANTY THAT THE APP AND WEBSITES WILL BE FREE OF VIRUSES, WORMS OR TROJAN HORSES OR THAT IT WILL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SOFTWARE. YOU EXPRESSLY AGREE THAT USE OF THE APP AND WEBSITES IS AT YOUR SOLE RISK AND THAT THE COMPANY, ITS AFFILIATES AND THEIR THIRD-PARTY LICENSORS SHALL NOT BE RESPONSIBLE FOR ANY TERMINATION, INTERRUPTION OF SERVICES, DELAYS, ERRORS, FAILURES OF PERFORMANCE, DEFECTS, LINE FAILURES, OR OMISSIONS ASSOCIATED WITH THE APP AND WEBSITES OR YOUR USE THEREOF. YOUR SOLE REMEDY AGAINST THE COMPANY FOR DISSATISFACTION WITH THE APP AND WEBSITES OR THE CONTENT IS TO CEASE YOUR USE OF THE APP AND WEBSITES AND/OR THE CONTENT. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS, WHICH VARY BY JURISDICTION. WHEN THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, YOU AGREE THAT THEY WILL BE LIMITED TO THE GREATEST EXTENT AND SHORTEST DURATION PERMITTED BY LAW.

11. Limitation of Liability.

UNDER NO CIRCUMSTANCES SHALL THE COMPANY OR ANY OF ITS THIRD-PARTY LICENSORS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, LOSS OF INFORMATION OR PROGRAMS ON YOUR DATA HANDLING SYSTEM, TRANSACTION LOSSES, OPPORTUNITY COSTS, INTERRUPTION OF BUSINESS OR COSTS OF PROCURING SUBSTITUTE GOODS) RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATING TO THE APP AND WEBSITES, OR THE DATA, CONTENT OR INFORMATION ACCESSED VIA THE APP AND WEBSITES OR ANY HYPERLINKED APP AND WEBSITES, OR ANY DISRUPTION OR DELAY IN THE PERFORMANCE OF THE APP AND WEBSITES, REGARDLESS OF THE FORM OF THE CLAIM OR ACTION, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, AND REGARDLESS OF WHETHER OR NOT SUCH DAMAGES WERE FORESEEN, UNFORESEEN OR FORESEEABLE, EVEN IF THE COMPANY OR ITS THIRD-PARTY LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BY ACCESSING THE APP AND WEBSITES SUBJECT TO THESE TERMS OF USE, YOU UNDERSTAND THAT YOU ARE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF ANY SIMILAR PROVISIONS UNDER APPLICABLE STATE LAW^[DB2] AND ANY SIMILAR LAW OF ANY STATE, COUNTRY OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST MATERIALLY AFFECT HIS OR HER SETTLEMENT WITH THE DEBTOR.

12. Indemnity.

You agree to defend, indemnify and hold harmless the Company and its affiliates, directors, officers, employees, and/or agents (collectively, "Company Indemnitees") from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) that may be incurred by any of the Company Indemnitees arising out of or relating to Your Content, your violation of these Terms, your violation of any applicable laws, rules or regulations in connection with the App and websites, or from any other misuse of the App and websites. You agree that in the event any claim, allegation, suit or similar proceeding is commenced by a third party against any of the Company Indemnitees, that you will pay for the defense thereof, including reasonable attorneys' fees and costs. Notwithstanding any of the foregoing, Company reserves the right to assume the exclusive defense and control of any proceeding that relates to the Company, the App and websites, or any aspects thereof, whether or not subject to indemnification hereunder, and in such case you will cooperate fully with Company in our defense thereof.

13. Termination and Restriction of Access.

In its sole discretion, the Company may terminate or suspend your access to the App and websites for breach of these Terms. The Company shall not be liable for any losses or damages arising from any such termination of service.

14. Arbitration.

At its sole discretion, the Company may require you to submit any disputes arising from use of the App and websites, or breach of these Terms, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Ohio law. By using the App and websites, you hereby consent to submission of any dispute to be final and binding arbitration.

15. Limitation on Time to File Claims.

Any cause of action or claim you may have arising out of or relating to these Terms or the App and websites must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

16. Governing Law & Jurisdiction.

These Terms are governed by the laws of the State of Ohio. You hereby irrevocably consent to the exclusive jurisdiction and venue of the courts in Cuyahoga County, Ohio, in all disputes arising out of or relating to the use of the App and websites.

17. Changes to these Terms of Use.

The Company may update or change these Terms from time to time in order to reflect changes in any offered services, changes in the law, or for other reasons as deemed necessary by the Company. The effective date of any Terms will be reflected in the "Last Revised" entry at the top of these Terms. Your continued use of the App and websites after any such change is communicated shall constitute your consent to such change(s). If you do not agree with the modified Terms, you must immediately discontinue your use of the App and websites. These changes may be communicated through posting on the App and websites, email notification, or other reasonable means.

18. General.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of these Terms or use of the App and websites. You may not assign these Terms without the prior written consent of the Company in all instances. The Company may assign these Terms, in whole or in part, at any time. The Company's performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of the Company's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the App and websites or information provided to or gathered by the Company with respect to such use.

If any part of these Terms are 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 these Terms shall continue in effect.

These Terms, including the Privacy Policy and all other documents expressly incorporated herein by reference, constitute the entire agreement between you and the Company with respect to the App and websites, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and the Company. A printed version of these Terms and of any notices 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.

19. Company Contact Information.

Questions can be directed to the Company at: support@preventiononly.com