

# TERMS + CONDITIONS

Last updated: March 19, 2025

Please read these Terms and Conditions (“Terms,” “Terms and Conditions”) carefully before using the [www.recessionproofxtreme.com](http://www.recessionproofxtreme.com) website and/or the Recession Proof app (the “Service”) operated by HIM500 LLC D.B.A RECESSION PROOF (“us”, “we”, or “our”).

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who wish to access or use the Service. By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the terms, then you do not have permission to access the Service.

## **1 Accessing the Service**

1.1 To access the Service or some of the resources it offers, you may be asked to provide certain registration details or other information. It is of your use of the Service that all the information you provide is correct, current, and complete. You agree that all information you provide to register with the Service or otherwise, including, but not limited to, using any interactive features, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

1.2 If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Service or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You should use caution when accessing your account from a

public or shared computer so that others are not able to view or record your password or other personal information.

1.3 We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time, in our sole discretion, including if, in our opinion, you have violated any provision of these Terms.

## **2 Purchases and Payments**

2.1 If you wish to purchase any product or service made available through the Service (“Purchase”), you may be asked to supply certain information relevant to your Purchase, including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

2.2 You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct, and complete.

2.3 The service may employ the use of third-party services to facilitate payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

2.4 We reserve the right to refuse or cancel your order at any time for reasons including but not limited to product or service availability, errors in the description or price of the product or service, errors in your order, or other reasons.

2.5 We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

## **3 Intellectual Property Rights**

3.1 The Service and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by us, our licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

3.2 These Terms of Use permit you to use the Service for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material in the Service.

#### **4 Prohibited Uses**

4.1 You may use the Service only for lawful purposes and in accordance with these Terms. You shall not:

(a) Use the Service for purposes that, in our judgment and sole discretion, are unlawful, obscene, harmful, hateful, invasive of the privacy of others, objectionable, or otherwise prohibited by these Terms;

(b) Use the Service in a manner that could disable, overburden, or impair the Service or interfere with another party's use and enjoyment of the Service, such as through sending "spam";

(c) Seek to obtain access to any Service features, content, materials, accounts, or information through hacking, data harvesting, data mining, or through other means we have not intentionally made available to you through the Service; or

(d) Infringe our or any third-party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy.

#### **5 Subscription Cancellation**

5.1 You or we may terminate or cancel your subscription to the Services at any time, and such termination or cancellation shall be effective upon the end of your then-current subscription term.

5.2 You understand and agree that the cancellation or termination of your subscription is your sole right and remedy with respect to any dispute with us, including, without limitation, any dispute related to or arising out of

(a) any terms of the Agreement or our enforcement or application of the Agreement;

(b) any of our practices or policies, including, without limitation, our Privacy Policy, or our enforcement or application of these policies;

(c) the content available through the Services;

(d) your ability to access and/or use any of the Services components; or

(e) the amount or types of our fees or charges, surcharges, applicable taxes, or billing methods, or any change to our fees or charges, applicable taxes, or billing methods.

5.3 Upon the cancellation or termination date of your subscription to the Services, we will immediately deactivate your user account and/or delete all related information and/or files in your user account and/or ban any further access to such information and/or files, except as we may otherwise provide from time to time.

5.4 To cancel your subscription please contact the Recession Proof Helpdesk team at [help@recessionproofxtreme.com](mailto:help@recessionproofxtreme.com). We will attempt to process all cancellation requests within 72 hours after we receive your request. If you cancel less than 72 hours before the relevant billing period begins, you agree that you will be liable for the then-current subscription fee for such billing period and are not entitled to a refund of that final

subscription fee. We reserve the right to collect fees, surcharges, or costs incurred before your cancellation takes effect.

## **6 Availability, Errors, and Inaccuracies**

6.1 We are constantly updating product and service offerings on the Service. We may experience delays in updating information on the Service and in our advertising on other websites. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service, and we cannot guarantee the accuracy or completeness of any information found on the Service.

6.2 We, therefore, reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

## **7 Links to Other Websites**

7.1 Our Service may contain links to third-party websites or services that are not owned or controlled by HIM500 LLC D.B.A RECESSION PROOF. HIM500 LLC D.B.A RECESSION PROOF has no control over and assumes no responsibility for the content, privacy policies, or practices of any third-party websites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

7.2 You acknowledge and agree that HIM500 LLC D.B.A RECESSION PROOF shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such third-party websites or services.

7.3 We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

## **8 Termination**

8.1 We may terminate or suspend your access to the Service immediately,

without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

8.2 We also reserve the right to take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Service.

8.3 All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

## **9 Indemnification**

9.1 You agree to defend, indemnify, and hold harmless HIM500 LLC D.B.A RECESSION PROOF and its affiliates, service providers, and licensors, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of (a) your use and access to the Service, or (b) a breach of these Terms.

## **10 Limitation of Liability**

10.1 UNDER NO CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, OR NEGLIGENCE, WILL HIM500 LLC D.B.A RECESSION PROOF OR ITS AFFILIATES OR THEIR LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF, OR ARE RELATED TO, YOUR USE OF THE SERVICE. IN NO EVENT SHALL OUR AGGREGATE LIABILITY TO YOU FOR ANY LOSS, DAMAGE, OR CLAIM RELATED TO OR ARISING OUT OF THE SERVICE EXCEED TEN DOLLARS (\$10.00).

## **11 Disclaimer**

11.1 YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

NOR ANY PERSON ASSOCIATED WITH US MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICE. WITHOUT LIMITING THE FOREGOING, NEITHER HIM500 LLC D.B.A RECESSION PROOF NOR ANYONE ASSOCIATED WITH US REPRESENTS OR WARRANTS THAT THE SERVICE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICE OR ITEMS OBTAINED THROUGH THE SERVICE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

11.2 TO THE FULLEST EXTENT PROVIDED BY LAW, HIM500 LLC D.B.A RECESSION PROOF HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

## **12 Exclusions**

12.1 Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

## **13 Governing Law**

13.1 These Terms shall be governed and construed in accordance with the laws of Delaware, United States, without regard to its conflict of law provisions.

13.2 Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding the Service.

## **14 Changes**

14.1 We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

14.2 By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

## **15 Contact Us**

15.1 If you have any questions about these Terms, please contact us by email at [help@recessionproofxtreme.com](mailto:help@recessionproofxtreme.com).

Please note that these Terms and Conditions, along with the provided subscription cancellation information, are subject to change. We recommend reviewing this page periodically for any updates.

## **16 Non-Refunds Policy**

16.1 All payments made to HIM500 LLC D.B.A RECESSION PROOF are **non-refundable**. Once a transaction is completed, no refunds, chargebacks, or cancellations will be issued, regardless of usage, dissatisfaction, or any other reason.

However, at our sole discretion, funds paid may be applied as a credit toward other products or services offered by HIM500 LLC D.B.A RECESSION



PROOF, provided they are of equal value. Such exchanges are subject to availability and must be requested in writing within 14 days of the original purchase.

By making a payment, you acknowledge and agree to this **Non-Refunds Policy**.

### **17 Recession Proof 1% Mastermind overview**

17.1 Scope of Services: where we provide you with coaching, mentorship, resources, tools and best practices for your business with the goal of empowering our mentees to achieve a position within the elite 1% of income earners in the United States.

17.2 You understand that the Program's structure, content, and schedule can change at any time, based on our discretion, if we determine it is in the best interest of the participants in our Program.

17.3 The term of this Agreement is for one year from the first date we receive the \$9,997 full payment for the Program (the "Initial Term"). The Agreement may not be canceled or terminated during the Initial Term. You will be presented with the option to renew this Agreement at the end of the Initial Term for additional one-year periods unless otherwise terminated according to this Agreement (collectively, the "Term").

17.4 The "Fee(s)" for the one-year term, the fees associated with our program are as followed:

- Payment in full is \$9,997
- 12- month 0% financing payment plan is \$997 per month for 12 months.

### **18 Termination of Recession Proof 1% Mastermind**

18.1 If we terminate this agreement for any reason or for the reasons below there will be absolutely no refunds provided.

18.2 That we have reserved the right to suspend and/or terminate your participation in the program, and terminate this Agreement, at any point and in our sole discretion in the event you:

- Become disruptive or overly difficult to work with.
- Hinder the productivity and/ or participation of any Program employee, subscriber, customer, client, or instructor.
- Fail to follow Program guidelines as laid out in this Agreement.