

# LOUDER TODAY

## TERMS OF SERVICE

Last Updated: April 10, 2026

These Terms of Service ("Terms") apply to users of LOUDERtoday.com located in the United States and in countries or territories outside the European Economic Area (EEA), Switzerland, or the United Kingdom. These Terms cover your access to and use of the products and services provided by LOUDERtoday ("LOUDERtoday," "we," "us," or "our"), including our website at LOUDERtoday.com, mobile applications, and any other online services we offer (collectively, the "Services"). Please also review our Privacy Policy at [LOUDERtoday.com/privacy-policy](https://LOUDERtoday.com/privacy-policy).

### 1. Agreement to Terms

Please read these Terms carefully before accessing or using the Services. By accessing or using any part of the Services, you confirm that you have read, understood, and agree to be bound by these Terms.

**IMPORTANT:** Section 16 of these Terms contains a binding arbitration provision and a class action waiver that affect your legal rights. Please read it carefully.

If you do not agree to these Terms, do not access or use the Services.

### 2. Additional Terms

Certain Services or features may be subject to additional or different terms, which will supplement and form part of these Terms. In the event of a conflict between these Terms and any additional terms, the additional terms will control with respect to the applicable Service or feature.

### 3. Service Use

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#### Eligibility

You must be at least 16 years of age to use the Services. If you are under the applicable age of majority in your jurisdiction, you may only use the Services with the consent and involvement of a parent or legal guardian, who agrees to be responsible for your use of the Services.

#### Account Registration and Security

To access certain features of the Services, you may be required to register for an account. When registering, you agree to provide accurate, current, and complete information and to keep your account information up to date. You are responsible for maintaining the security and confidentiality of your account credentials and for all activity that occurs under your account. If you believe your account has been compromised or there has been any unauthorized use, please notify us immediately at [support@loudertoday.com](mailto:support@loudertoday.com).

### 4. Subscriptions and Promotional Offers

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#### Recurring Subscriptions

LOUDERtoday offers premium subscription plans ("LOUDERtoday Premium"). Subscriptions are continuous and automatically renew at the beginning of each subscription period at the then-current price, plus any applicable taxes and fees, until canceled. By subscribing, you authorize us to charge your payment method on a recurring basis.

#### Family and Group Plans

Where offered, group or family plans allow a primary account holder plus additional members. The primary account holder must be at least 18 years of age (or the age of majority in their jurisdiction). The primary account holder is responsible for all activities of minor members and for ensuring compliance with these Terms.

#### Cancellation

To avoid being charged for the next subscription period, you must cancel your subscription at least 24 hours before the end of the current period. You may cancel through your account settings at [LOUDERtoday.com/account/manage-subscription](https://LOUDERtoday.com/account/manage-subscription), or if you subscribed through a third-party app store (e.g., Apple App Store or Google Play), directly through that app store. No refunds will be

issued for fees already paid; you will retain access through the end of the paid period. For assistance, contact [support@loudertoday.com](mailto:support@loudertoday.com).

### **Changes to Subscriptions**

We reserve the right to change our subscription plans and pricing. We will provide advance notice of any material changes to your registered email address. If you do not agree with the changes, you may cancel your subscription before they take effect.

### **Promotional Offers**

We may offer free trials, discounts, or other promotional offers ("Promotional Offers"). Unless the applicable offer terms state otherwise, Promotional Offers are available to new subscribers only. After any free trial or promotional period ends, your subscription will automatically convert to a paid subscription unless you cancel at least 24 hours prior to the end of the promotional period.

### **Lifetime Subscriptions**

If we offer a lifetime subscription, such subscription is issued to a single account and provides access to LOUDERtoday Premium for the operational lifetime of the LOUDERtoday Premium product. Lifetime subscriptions are personal and non-transferable.

### **Employer or Organizational Subscriptions**

If you receive access to the Services through an employer, health plan, or other organization, your access is subject to any additional terms between LOUDERtoday and that organization, and your eligibility depends on your continued membership or employment with that organization.

## **5. Other Payment Terms**

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### **Payment Method**

You agree to provide accurate and up-to-date payment information. By providing a payment method, you authorize LOUDERtoday to charge all fees, taxes, and applicable charges to that payment method. No subscription or purchase is binding until accepted and confirmed.

### **Cancellations and Disputes**

If you have concerns about a charge, please contact us at [support@loudertoday.com](mailto:support@loudertoday.com) before initiating a chargeback or dispute with your payment provider.

## **Refunds**

Except as required by applicable law, all fees paid are non-refundable.

## **Future Functionality**

Purchases are not contingent on any future features, content, or functionality.

## **6. Service and User Content Rights**

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### **LOUDERtoday Services Ownership**

LOUDERtoday and its licensors own all right, title, and interest in and to the Services, including all text, graphics, images, audio, video, software, and other intellectual property incorporated therein. You agree not to reproduce, distribute, modify, or otherwise exploit the Services except as expressly permitted under these Terms.

### **Limited License Granted by LOUDERtoday**

Subject to your compliance with these Terms, LOUDERtoday grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services for your personal, non-commercial purposes.

### **User Content Ownership**

You retain ownership of any content you submit, post, or display through the Services ("User Content"). Nothing in these Terms restricts any rights you have that cannot be waived or limited by contract.

### **License You Grant to LOUDERtoday**

By submitting User Content, you grant LOUDERtoday a non-exclusive, transferable, sublicensable, worldwide, royalty-free license to use, store, reproduce, publish, and otherwise exploit your User Content as necessary to operate, maintain, and promote the Services. You represent and warrant that your User Content does not violate any third-party rights or applicable law.

## **7. Third-Party Content**

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The Services may contain links to or information about third-party products, services, and websites. Such links are provided for convenience only. LOUDERtoday does not control, endorse, or make any

representations about third-party content or services. Your use of any third-party content is at your own risk.

## 8. Copyright Complaints and Repeat Infringer Policy

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If you believe that material available through the Services infringes your copyright, please send a notice to our designated Copyright Agent with the information required under 17 U.S.C. § 512(c)(3):

- **Email:** legal@loudertoday.com

Please be aware that you may be liable for damages if you knowingly misrepresent that content is infringing. LOUDERtoday will terminate the accounts of users who are repeat infringers in appropriate circumstances.

## 9. Prohibited User Content and Conduct

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You are responsible for your User Content and your conduct while using the Services. You agree not to submit, post, or transmit any content that:

1. Is confidential and for which you do not have the right to disclose;
2. Infringes any intellectual property, privacy, publicity, or other right of any party;
3. Violates these Terms, any applicable law, or creates liability for LOUDERtoday;
4. Is fraudulent, false, misleading, or deceptive;
5. Impersonates any person or entity;
6. Is defamatory, obscene, abusive, or offensive;
7. Promotes discrimination, hatred, or harm against any individual or group;
8. Is violent or threatening;
9. Promotes or facilitates illegal activities;
10. Constitutes unsolicited commercial messages or spam;
11. Contains viruses, malware, or other harmful code;
12. Is otherwise objectionable or inhibits others' use of the Services.

Additionally, you agree not to copy, modify, or remove any proprietary notices; use the Services in any unintended or disruptive manner; circumvent any security measures; collect personal information of others without their consent; or harass, stalk, or harm any person.

## 10. Trademarks

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"LOUDERtoday," the LOUDERtoday logo, and any other product or service names, slogans, and logos used by LOUDERtoday are trademarks of LOUDERtoday or its affiliates. You may not copy, imitate, or use these trademarks without our prior written permission.

## 11. Termination

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LOUDERtoday may suspend or terminate your access to the Services or your account at any time, without notice, if we reasonably believe you have violated these Terms. You may cancel your account at any time by contacting [support@loudertoday.com](mailto:support@loudertoday.com).

The following sections survive termination: Section 6 (ownership rights), Section 12 (warranty disclaimers), Section 13 (personal development disclaimers), Section 15 (limitation of liability), and Section 16 (agreement to arbitrate).

## 12. Warranty Disclaimers

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, ACCURATE, OR RELIABLE. YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

## 13. Personal Development Disclaimers

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The content and materials available through the Services — including micro-lessons, action prompts, coaching content, and related resources — are intended for personal development and educational purposes only. They do not constitute professional advice (including medical, psychological, financial, or legal advice) and are not a substitute for professional consultation or treatment.

LOUDERtoday is not a licensed mental health provider, medical provider, or other professional services firm. The Services do not provide emergency services. If you are experiencing a mental health crisis or medical emergency, please contact a qualified professional or call emergency services immediately.

You are solely responsible for how you use the content available through the Services. Do not use the Services in situations requiring full attention, such as while driving or operating machinery.

## 14. Indemnity

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You agree to indemnify, defend, and hold harmless LOUDERToday and its officers, directors, employees, agents, licensors, and service providers from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Services; (b) your User Content; (c) your violation of these Terms; (d) your infringement of any third-party rights; or (e) your conduct in connection with the Services.

## 15. Limitation of Liability

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LOUDERTODAY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER DAMAGE, OR SYSTEM FAILURE), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL CUMULATIVE LIABILITY TO YOU FOR ALL CLAIMS WILL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNTS YOU PAID TO LOUDERTODAY IN THE 12 MONTHS PRIOR TO THE CLAIM OR (B) US\$50.

## 16. Agreement to Arbitrate

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**Please read this section carefully. It affects your legal rights.**

### Binding Arbitration

Except as set forth below, you and LOUDERToday agree that any dispute, claim, or controversy arising out of or relating to these Terms, the Services, your privacy, or our data security practices ("Dispute") will be resolved through binding individual arbitration, not in court. This means you waive the right to a jury trial, and the right to participate in any class action, class arbitration, or representative proceeding.

Exceptions: Either party may bring an individual claim in small claims court. Either party may seek injunctive or other equitable relief in court solely to protect intellectual property rights.

## Opt-Out

You may opt out of this arbitration agreement within 30 days of first agreeing to these Terms by sending written notice to [notices@loudertoday.com](mailto:notices@loudertoday.com). Your notice must include your name, mailing address, email address, and a clear statement that you wish to opt out of arbitration.

## Informal Resolution First

Before initiating arbitration, you agree to first attempt to resolve the Dispute informally by sending a written notice to [legal@loudertoday.com](mailto:legal@loudertoday.com). LOUDERtoday will have 30 days to attempt to resolve the Dispute.

## Arbitration Rules

Arbitration will be conducted by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. The arbitrator's decision will be final and binding and may be enforced in any court of competent jurisdiction.

- Arbitration will be conducted on an **individual basis only**. No class or representative arbitration is permitted.
- You are responsible for applicable consumer filing fees; LOUDERtoday will pay all other arbitration costs.

## 17. Governing Law and Venue

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These Terms are governed by the laws of the State of Arkansas, without regard to conflict of law principles. For any Disputes not subject to arbitration or small claims court, you and LOUDERtoday consent to the exclusive jurisdiction of the state and federal courts located in Benton County, Arkansas.

## 18. Modifications to the Services

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LOUDERtoday reserves the right to modify or discontinue the Services, or any feature thereof, at any time, with or without notice. LOUDERtoday will not be liable to you for any modification, suspension, or discontinuation of the Services.

## 19. Changes to These Terms

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We may update these Terms from time to time. We will notify you of material changes by posting a notice on the Services, sending an email to your registered address, or by other reasonable means. Your continued use of the Services after the effective date of updated Terms constitutes your acceptance of the changes.

## 20. General Terms

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- These Terms constitute the entire agreement between you and LOUDERtoday and supersede all prior agreements relating to the subject matter hereof.
- If any provision of these Terms is found unenforceable, the remaining provisions will continue in full force and effect.
- These Terms are written in English, which shall be the controlling language.
- You may not assign your rights or obligations under these Terms without our prior written consent; LOUDERtoday may freely assign its rights.
- LOUDERtoday's failure to enforce any provision is not a waiver of that provision.
- These Terms do not create any third-party beneficiary rights.
- By using the Services, you consent to receiving electronic communications from us.

**California Consumer Rights:** The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N-112, Sacramento, CA 95834, or by telephone at 1(800) 952-5210.

## 21. Feedback

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We welcome feedback about the Services, but please do not submit unsolicited ideas or suggestions. Any feedback, ideas, or suggestions you provide are non-confidential, and LOUDERtoday may use them for any purpose without obligation to compensate you.

## 22. Contact Information

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**Email:** [support@loudertoday.com](mailto:support@loudertoday.com)

**Website:** [LOUDERtoday.com](http://LOUDERtoday.com)

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*These Terms of Service were last updated on April 10, 2026.*