

Website Standard Terms and Conditions



PREPARED FOR
Customer

PREPARED BY
Jot & Whimsy LLC

Website Standard Terms and Conditions

These Website Standard Terms and Conditions (hereinafter referred to as the **“Agreement”**) shall govern the use of all pages on this website (hereinafter collectively referred to as the **“Website”**) and any services on this website (hereinafter referred to as the **“Services”**) that are provided by Jot & Whimsy LLC, (hereinafter referred to as the **“Company,” “we” or “us”**).

These Terms and Conditions represent the whole agreement and understanding between the Company and the individual or entity who subscribes to our Service(s) (hereinafter referred to as the **“Subscriber” or “you”**).

TERMS AND CONDITIONS.

1. ASSENT AND ACCEPTANCE.

By using this Website, the Subscriber agrees to comply with all of the terms and conditions contained herein in full. If the Subscriber doesn't agree with any of the terms and conditions mentioned herein, the Subscriber must not use this Website.

2. AGE RESTRICTION.

The Subscriber must be at least 12 year(s) of age to use this Website. By using this Website, the Subscriber represents and warrants that the Subscriber is at least 12 year(s) of age and may legally agree to this Agreement.

3. LICENSE TO USE WEBSITE.

The Company shall provide the Subscriber with certain information as a result of using this Website or its Services. Such information may include but is not limited to, documentation, data, or information developed by the Company and other materials that may assist the Subscriber in the use of the Website.

Subject to the terms and conditions contained herein in this Agreement, the Company authorizes the Subscriber a non-exclusive, limited, non-transferable, and revocable license to use the Company's materials solely in connection with its use of this Website.

4. INTELLECTUAL PROPERTY RIGHTS.

The Company owns all rights to the intellectual property and materials contained in this Website, and all such rights, titles, and interests are reserved. The Subscriber is provided a limited license only for the purpose of viewing the material contained on this Website. The Subscriber acknowledges that it won't use any intellectual property in a manner that violates any laws.

5. PRIVACY INFORMATION.

While using this Website, the Subscriber may provide the Company with certain information. The Subscriber also authorizes the Company to use its information in the countries where the Company may operate.

6. SUBSCRIBER RESTRICTIONS.

The Subscriber is emphatically restricted from doing the following activities while using this Website:

- (a) Publishing any of the Website content in any external media.
- (b) Transferring usage rights or indulging in any monetary transaction against the Website.
- (c) Damaging the Website in any form.
- (d) Using this Website in any way that affects user access to this Website.
- (e) Usage of Website against the laws and regulations of the New York .
- (f) Using this Website to engage in any advertising or marketing.
- (g) Extracting data or information while using this Website.
- (h) Not Applicable.

7. SUBSCRIBER CONTENT.

In this Agreement, the Subscriber Content shall mean any audio, video, text, images, or other materials the Subscriber chooses to publish on this Website. By publishing the content on this Website, the Subscriber authorizes the Company a non-exclusive, limited, non-transferable, and revocable license to use or reproduce the content in any media.

8. SUBSCRIBER RESPONSIBILITY.

Any user ID and password the Subscriber may have created for this Website are confidential, and it

is the Subscriber's responsibility to safeguard its own ID and Password.

9. DATA LOSS.

The Company does not accept responsibility for the security of the Subscriber's account or content. The Subscriber agrees to use the Website at its own risk.

10. ADVERTISING CONTENT.

The Website may show advertisements for or links to third-party websites, products, and/or services (hereinafter referred to as the **“Third-Party Ads”**). The Company is not responsible for the availability of these Third-Party Ads or the images, content, or any other materials contained therein.

11. SUPPORT.

The Company shall provide support under the following circumstances:

- (a) Only a Website that is registered under the Company, unaltered by a third party, is eligible for support.
- (b) Support during the term of the Agreement and assistance in updates, upgrades, and bug fixes during such term.
- (c) Answer queries from the Subscriber regarding the operations of the Website, primarily via the Company's Support Portal and secondarily via telephone and e-mail.
- (d) Use commercially reasonable efforts to correct any errors reported by the Subscriber and as confirmed by the Company.
- (e) Use commercially reasonable efforts to respond to each reported error according to the Support Process section of the Company.

12. NO SURREPTITIOUS CODE.

- (a) The Company agrees that, to the best of its knowledge, the Website does not contain any hacking code or mechanism that collects personal information or maintains control of the system without the Subscriber's permission or such action which may restrict the Subscriber's access to or use of Company Data.
- (b) The Subscriber warrants that it will not knowingly introduce, via any means, spyware, adware, ransomware, rootkit, keylogger, virus, trojan, worm, or other code or mechanism designed to permit unauthorized access to Subscriber Data, or which may restrict Company's access to regulate the

deliverables granted to the Subscriber.

13. WARRANTIES.

The Subscriber acknowledges and agrees that the submission of any information is at the Subscriber's sole risk, and to the maximum amount, the Company disclaims any and all liability to you for any loss or liability relating to such information in any way.

The Company makes no warranties that the Website or Service will be uninterrupted, error-free, or secure.

14. TERMINATION.

The Subscriber is free to stop using this Website or Services at any time. The Company reserves the right to terminate this Agreement at any time for any reason, with or without cause. The Company further reserves the right to terminate this Agreement if the Subscriber violates any of the terms outlined herein, including, but not limited to, violating the rights of the Company.

15. ARBITRATION.

In the event of any dispute arising in and out of this Agreement between the Parties, it shall be resolved by arbitration. There shall be 3 arbitrator(s), who shall be appointed by Jot & Whimsy LLC. The venue of arbitration shall be Nassau, NY, and the Seat shall be NY. The arbitrators' decision shall be final and binding on both Parties.

16. LIMITATION OF LIABILITY.

In no event shall the Company be liable for any loss or damage that may occur to the Subscriber arising out of or in any way connected with the Subscriber's use of this Website.

17. INDEMNIFICATION.

The Subscriber hereby indemnifies and holds the Company harmless from and against any and all liabilities, legal claims, demands, damages, and expenses (including reasonable attorney's fees) arising out of or in any connection which may relate to the Subscriber's breach of this Agreement or its use or misuse of the Website or Services.

18. NOTICES.

Any notices required or permitted by this Agreement shall be in writing and delivered by certified mail or courier to the mentioned address.

19. SEVERABILITY.

In the event any provision of this Agreement is deemed to be invalid or unenforceable, in whole or part, that part shall be severed from the remainder of this Agreement, and all other provisions shall remain in full force and effect as valid and enforceable.

20. GOVERNING LAW.

This Agreement shall be governed following the laws of the New York . If the disputes under this Agreement cannot be resolved by arbitration, they shall be resolved by litigation in the courts of the Nassau , including the federal courts therein, and the Parties all consent to the jurisdiction of such courts, agree to accept service of process by mail and hereby waive any jurisdictional or venue defenses otherwise available to it.

21. ENTIRE AGREEMENT.

The Parties acknowledge that this Agreement sets forth and represents the agreement between both Parties. If the Parties are willing to change/add/modify any terms, they shall be in writing and signed by both Parties.

ACCEPTANCE AND SIGNATURE.

IN WITNESS THEREOF, the Parties agree to provide their acceptance by signing below:

Customer

Jot & Whimsy LLC

Name:

Name:

Signature:

Signature:

Date:

Date: