

Terms of Service

These Terms of Service ("Terms") provided by JWCE LLC. Hereby referred to as "Company" govern your access to and use of the features, services and website (the "Services"), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content"). Your access to and use of the Services is conditioned on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be bound by these Terms.

Basic Terms

You are responsible for your use of the Services, for any Content you post to the Services, and for any consequences thereof. The Content you submit, post, or display will be able to be viewed by other users of the Services in accordance with the features of the product and services performed therein. You should only provide Content that you are comfortable sharing with others under these Terms.

You may use the Services only if you can form a binding contract with the Company and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

The Services that the Company provides are always evolving and the form and nature of the Services that the Company provides may change from time to time without prior notice to you. In addition, the Company may stop (temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you with the limitation of those sold as part of a product or service specifically.

The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services, or other information. The types and extent of advertising by the Company or its partners, affiliates or third-parties on the Services are subject to change. In consideration for The Company granting you access to and use of the Services, you agree that The Company and its third party providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others.

Privacy

Any information that you provide to The Company is subject to our Privacy Policy, which governs our collection and use of your information. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by The Company. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your Company account, which you may not be able to opt-out from receiving.

Passwords

You are responsible for safeguarding the password that you use to access the Services and for any activities or actions under your password. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

Content on the Services

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk.

We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability

of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, content that have been mislabeled or are otherwise deceptive. Under no circumstances will The Company be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

Your Rights

You retain your rights to any Content you submit, post or display on or through the Services. By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed) in accordance with the services, features, intent or purpose of the product or service purchased or provided by you.

You agree that this license includes the right for The Company to make such Content available to other companies, organizations or individuals who partner with The Company for the syndication, broadcast, distribution or publication of such Content on other media and services, subject to our terms and conditions for such Content use and in accordance with the intent or purpose of the product or service purchased by you.

The Company has an evolving set of rules for how solution partners, servicers and members of the community can interact with your content. These rules exist to enable an open environment with your rights in mind. But what's yours is yours – you own your Content (and your photos are part of that Content)

Such additional uses by The Company, or other companies, organizations or individuals who partner with The Company, may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services.

We may modify or adapt your Content format in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media. These changes will not pertain to the subject matter of the content but only format and compression without degradation of images or content.

You are responsible for your use of the Services, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and our third party partners. You understand that your Content may be rebroadcasted by our partners and if you do not have the right to submit Content for such use, it may subject you to liability. The Company will not be responsible or liable for any use of your Content by The Company in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit.

The Company gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software that is provided to you by The Company as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by The Company, in the manner permitted by these Terms.

The Company Rights

All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of The Company and its licensors. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you a right to use the Company name or any of the Company trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding The Company, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

Restrictions on Content and Use of the Services

We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services and to terminate users or reclaim usernames. Please review the Company Rules (which are part of these Terms) to better understand what is prohibited on the Service. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of The Company, its users and the public.

Except as permitted through the Services (or these Terms), you have to use the Company API if you want to reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Content or Services.

We encourage and permit broad integration of Content. The Company API exists to enable this to allow integration into related products or systems for faster exchange of content.

You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, The Company's computer systems, or the technical delivery systems of The Company's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by The Company (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with The Company (NOTE: crawling the Services is permissible if done in accordance with the provisions of the robots.txt file, however, scraping the Services without the prior consent of The Company is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.

Copyright Policy

The Company respects the intellectual property rights of others and expects users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We reserve the right to remove Content alleged to be infringing without prior notice and at our sole discretion. In appropriate circumstances, The Company will also terminate a user's account if the user is determined to be a repeat infringer. Our designated copyright agent for notice of alleged copyright infringement appearing on the Services is:

Attn: Copyright Agent
Email: info@jwce.net

The Services are Available "AS-IS"

Your access to and use of the Services or any Content is at your own risk. You understand and agree that the Services is provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, The Company AND ITS PARTNERS DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security or reliability of the Services or any content thereon. The Company will not be responsible or liable for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services, or any Content. You also agree that The Company has no responsibility or liability for the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from The Company or through the Services, will create any warranty not expressly made herein.

Links

The Services may contain links to third-party websites or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by The Company of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, The Company AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; AND (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT The Company HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Exclusions

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.

Waiver and Severability

The failure of The Company to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect.

Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the State of Nevada without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in Clark County, Nevada, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. If you are accepting these Terms on behalf of a United States federal government entity that is legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you but instead these Terms and any action related thereto will be governed by the

laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Nevada (excluding choice of law).

Entire Agreement

These Terms, the Company Rules and our Privacy Policy are the entire and exclusive agreement between The Company and you regarding the Services (excluding any services for which you have a separate agreement with The Company that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between The Company and you regarding the Services. Other than members of the group of companies no other person or company will be third party beneficiaries to the Terms.

We may revise these Terms from time to time, the most current version will always be available on the Company website. If the revision, in our sole discretion, is material we will notify you via an email to the email address associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

These Services are operated and provided by The Company. If you have any questions about these Terms, please contact us at info@jwce.net.

Effective: 2018-05-21