

JUBON, LLC  
("Jubon" or "we", "us", or "our")

## TERMS OF USE

Welcome to our website! Please browse this website and make use of its various features, but please be aware that your use of this website is subject to all of the terms and conditions of this Terms of Use (as amended and updated from time to time, "TOU"). If you do not agree to this TOU, you should not use this website. **Your use of this website will, however, constitute your acceptance of, and agreement to, this TOU.**

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### **1. ACCEPTANCE OF TERMS.**

We provide this website and the services that are available on or through this website from time to time (collectively, the "Services") only upon and subject to the terms and conditions set forth in this TOU. The Services may include advertisements and promotions regarding the businesses which are listed in this website. We reserve the right to amend or update this TOU at any time, in our sole discretion and without notice. Any amendment or update of this TOU will be effective immediately upon the amended or updated TOU being made available on this website. It is your responsibility to keep yourself apprised of any amendments or updates to this TOU. The most current version of this TOU can be reviewed by clicking on the "Terms of Use"

hypertext link located on our web pages. Your use of this website constitutes your acceptance of, and agreement to, this TOU.

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## **2. OWNERSHIP OF WEBSITE AND CONTENT.**

This website belongs to us. We may discontinue all or any portion of this website and the related Services at any time, in our sole discretion and without notice.

We also own the copyright and all other intellectual property rights in and to this website and all of the material and content on this website (collectively, the "content"), including all data files, written text, photographs, artwork, graphics, video and audio clips, or we have the right to use the content on this website. We also own or have the right to use all logos, trademarks, service marks, trade names and other marks used on this website (collectively, the "marks").

You may not use any of the marks in any way or for any purpose. You may not copy, reproduce, republish, download, upload, post, transmit, distribute, create derivative works from, or attempt to license or transfer any or all of this website or use or display any of the content in a public or commercial manner. You may not change any of the notices regarding copyright or marks that may accompany any of the content or the marks. The use of any content from this website on any other website or on a computer network is strictly prohibited. Any modification of any of the content or the marks or any use of any of the content or the marks other than as part of your use of this website in accordance with this TOU is strictly prohibited and is a violation of our copyright and other proprietary rights.

You may create a hyperlink to the home page of this website on your web page so long as it is for your personal and noncommercial use.

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## **3. PERSONAL AND NON-COMMERCIAL USE ONLY.**

This website and the Services are for your personal and noncommercial use only.

You may not modify, copy, distribute, duplicate, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, trade, or sell any information, products or services which are obtained from or through the Services.

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## **4. MODIFICATION OR TERMINATION OF SERVICES; TERMINATION AND LIMITATION OF YOUR USE.**

We may modify or discontinue any or all of the Services at any time, in our sole discretion and without notice.

We may also prohibit or otherwise limit your access to or use of all or any part of this website and/or the Services (including by blocking your IP address) at any time, in our sole discretion and without notice, including because of your failure to comply with any part of this TOU.

We may also from time to time establish and subsequently modify general practices and limits concerning the Services, such as the number of times, and the maximum duration for which, you may access the Services in a given period of time.

The termination of any or all of this website or your right to access and use any or all of this website and/or the Services will not relieve or release you from your liability for any breach of any of this TOU or your obligation to comply with the terms of this TOU which contemplate performance or continuing obligations by you following any termination of your use of this website and/or the Services, including Sections 2, 3, 5, 6, 7, 9, 10, 12 and 14 of this TOU.

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## **5. POSTINGS AND OTHER SUBMISSIONS.**

We may from time to time monitor or review any discussions, postings or other transmissions or submissions on or to this website (each, a "submission"), but we have no obligation to do so and we do not assume or have any responsibility or liability whatsoever for the content of any submissions (whether done in accordance with this website or improperly). For example, we have no responsibility or liability for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, illegality, inaccuracy or other problem whatsoever in or with any submissions. All submissions are the sole responsibility of the person from whom the submission originated, and you acknowledge that by using the Services you may be exposed to submissions which are offensive, indecent or otherwise objectionable. You are solely responsible for your own submissions. You will not make any submissions which are unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, profane, illegal, harassing, abusive, hateful, racially objectionable or which otherwise include any other improper material or any material that could encourage or incite any conduct that would be considered a criminal or unlawful offense, give rise to any statutory or civil liability, or otherwise violate any federal, state, local or other law, rule, regulation or order or any other person's rights.

We have the right to remove any submissions at any time, in our sole discretion and without notice. We will fully cooperate with any law enforcement authorities or court or regulatory order requesting or directing us to disclose the identity of anyone making any submission. We may also disclose such information if we have a good faith belief that disclosure is necessary or appropriate to protect the rights, property or personal safety of any individual or entity, to respond to claims that any submissions violate the rights of third parties, or to enforce this TOU.

We do not claim ownership of any submissions. However, by posting or otherwise transmitting or submitting any comments, suggestions, graphics, ideas or other information or materials (collectively, "submitted materials") you grant us, and our affiliates and subsidiaries, a perpetual,

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## **6. DOWNLOADED SOFTWARE.**

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## **7. LINKS TO OTHER SITES; TRANSACTIONS WITH OTHERS THROUGH THIS WEBSITE OR THE SERVICES.**

For your convenience, this website and the Services will provide links to other websites that are not operated by us or under our control, and which are otherwise independent of us and this website. We are not responsible or liable to you or anyone else for the content or materials contained in any linked website or in any link contained in a linked website or for any acts or omissions of the owners or operators of any linked websites. We are also not responsible or liable to you or anyone else for any webcasting or any other form of transmission you might receive from any linked website. We are not responsible for the availability of any linked websites and we do not sponsor, endorse or recommend any linked websites or any products or services that may be offered at or through any linked websites. You need to make your own inquiries and decisions regarding linked websites and any products and services offered by any linked websites.

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You must comply with the terms of use or other agreements required by the owners or operators of any linked websites, including acknowledging such owner's or operator's ownership of, and copyright and other intellectual property rights in, their websites and related materials and content. You must also comply with any agreements between you and such owners or operators regarding any products or services you may decide to obtain from them or any other transactions between you and them. You acknowledge that the linked websites may display advertisements and promotions.

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## **8. NO UNLAWFUL OR OBJECTIONABLE USE.**

You may not use this website or any of the Services for any purpose or in any way which violates or infringes upon the rights of others or is unlawful, offensive, abusive, threatening, defamatory, obscene, libelous, harassing, racially or ethnically objectionable or otherwise objectionable or improper. You may not monitor or copy any content on this website, or use any data mining, robots, spiders, or other similar data gathering or extraction tools (whether automatic or manual) for any purpose, including for purposes of collecting or storing personal data about other users of this website. You may not use this website or any of the Services in any manner that could damage, disable, overburden, impair, interfere with or disrupt any of our servers or limit, interfere with, inhibit or disrupt anyone's use and enjoyment of this website or any of the Services. You may not attempt to gain unauthorized access to any of the Services or any computer systems or networks connected to any of our servers, through hacking, password mining or any other means. You may not obtain or attempt to obtain access to the Services or to any materials or information, or to post or otherwise transmit or submit any information or materials, through any means not intentionally made available through this website and the Services. Your use of this website and the Services must also at all times comply with all of this TOU.

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## **9. NO REPRESENTATIONS OR WARRANTIES FROM US.**

*This website and the Services are provided only on an "as is" "as available" basis. We make no express representations or warranties whatsoever regarding this website, the Services, your use of this website or any of the Services or any other matter whatsoever, and we hereby exclude and disclaim in entirety all implied warranties, including any implied warranties of merchantability, fitness for a particular purpose, title and/or noninfringement, with respect to*

*this website, the Services, your use of this website or any of the Services and all other matters whatsoever.*

*Without limiting the generality of the foregoing, we make no express or implied warranties whatsoever regarding or with respect to (i) the accuracy, completeness, reliability or otherwise of any content in this website or any linked website or any materials or information obtained through this website, any linked website or the Services; (ii) the availability, timeliness, functions, capabilities or other performance of this website, any linked website or the Services; (iii) the results of any use of this website, any linked website or the Services (including that any use will be uninterrupted, error free, timely or secure), or that this website, any linked website or the Services will meet any of your requirements; (iv) the security of this website or any linked websites, including that they will be free of viruses, worms, Trojan horses or other harmful components; (v) the accuracy, integrity, quality or otherwise of any submissions by any users of this website; and (vi) any linked websites, the owners or operators of any linked websites or any products or services available on or through any linked websites. Your use of this website and the Services is therefore entirely at your own risk.*

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#### **10. EXCLUSION AND LIMITATION OF OUR LIABILITY AND DAMAGES.**

*We have no responsibility or liability to you for any direct or indirect damages, losses, costs, expenses or other amounts that may be lost or incurred by you and which in any way arise from or are related to or connected with this website, the Services or this TOU, including your use of this website, any of the Services or any linked websites or any act or omission of any owner or operator of any linked website or any other users of this website, regardless of the nature of those acts or omissions, and including acts or omissions which are negligent or unlawful.*

*Accordingly, under no circumstances or theories (including negligence) will we be liable to you for any damages, whether direct or indirect damages, and including any exemplary, special, incidental, consequential, punitive or other damages whatsoever, which in any way arise from or are related to or connected with this website, the Services or this TOU, including your use of this website, any of the Services or any linked websites, or any acts or omissions of any owner or operator of any linked website or any other users of this website, and even if we knew or should have known of the possibility of any of those damages. This exclusion and limitation of liability includes damages or injuries to you or your property, including loss of data or damage to your computer system.*

*In the event any court or other applicable authority finds that any portion of this Section is invalid or unenforceable, for any reason, then in no event shall our total liability to you for any losses, damages, costs, expenses or other amounts exceed the amount paid by you, if any, for accessing and using this website.*

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**11. LIMITATION TO SECTIONS 9 AND 10.**

*Some jurisdictions may not allow the exclusion of certain warranties or the exclusion of incidental or consequential damages, so all of the exclusions and limitations set forth in Sections 9 and 10 of this TOU might not apply to you.*

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**12. ALL RIGHTS AND REMEDIES ARE AVAILABLE TO US.**

We have the right to pursue any and all rights, remedies, benefits and protections that are available to us at law, in equity or otherwise for any breach or nonfulfillment of, or default under, any term or condition of this TOU by you, including recovering all of our losses, damages, costs and expenses (including attorneys' fees and court costs) from you and obtaining injunctive relief against you. You must also defend, indemnify and hold us harmless from and against any and all third party causes of action, suits, proceedings, claims, demands, allegations or other matters whatsoever which in any way arise from or are related to or connected with your use of this website, any of the Services or any linked websites.

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**13. AVAILABILITY OF HELP.**

This website may provide a place to contact us or a help file or other instructions for the use of this website. You understand and agree, however, that we are under no obligation to provide any support for the use of this website or the Services.

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**14. APPLICABLE LAW AND COURTS; WAIVER OF JURY TRIAL.**

This TOU and any disputes arising under or related to this TOU (whether for breach of this TOU, tort or otherwise) are and shall be governed by and construed in accordance with the laws of the State of Iowa, but without reference to its conflicts of law or choice of law principles. Any legal actions, suits or proceedings arising out of this TOU must be brought exclusively in a federal or state court located and sitting within the State of Iowa, and you accept and submit to the personal jurisdiction of the courts of the State of Iowa with respect to any and all legal actions, suits or proceedings arising out of this TOU, except that actions to enforce any judgments or orders may be brought in any court with jurisdiction. *You also waive to the fullest extent permitted by law any right to a jury trial in any action, suit or proceeding arising out of this TOU.*

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**15. SEVERABILITY.**

If any provision of this TOU is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this TOU shall not be affected and shall continue to be valid and enforceable. If any provision of this TOU is held to be invalid, illegal or unenforceable as written, but valid, legal and enforceable if modified, then the provision will be deemed to be amended to the extent necessary for the provision to be valid, legal and enforceable and it will be enforced to that extent.

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**16. NO WAIVER.**

Any failure or delay on our part to enforce any part of this TOU or to otherwise exercise any right or remedy available to us shall not constitute a waiver of any other part of this TOU or any of our other rights or remedies, whether for past or future actions on your part.

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**17. NOTICES.**

You agree that we may provide you with notices by posting them on this website.

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**18. NOTICES OF CLAIMED COPYRIGHT INFRINGEMENT.**

You should send any claims or notices of claimed copyright infringement relating to this website or any of its content to us through the "Contact Us" portion of this website. All claims or notices not made in compliance with applicable law will not receive a response.

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**19. THIRD PARTY BENEFICIARIES.**

All of our affiliates and subsidiaries, and all of our and our affiliates' and subsidiaries' managers, directors, officers, members, stockholders, employees and agents (collectively, the "affiliated persons") are third party beneficiaries of this TOU and are entitled to and protected by all of the exclusions, limitations and other protections available under this TOU, including under Sections 9, 10 and 12. Other than as provided in the preceding sentence, there are no third party beneficiaries to or under this TOU. None of the affiliated persons have any responsibility or liability to you under this TOU or otherwise.

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**20. ENTIRE AGREEMENT.**

This TOU sets forth the entire agreement and understanding between you and us with respect to your use of this website and the Services, and supersedes any prior agreements or understandings. This TOU may be amended by us at any time, in our sole discretion and without notice to you.

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