

This document contains:

- 1. Jory Card Privacy Policy**
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Last Updated: April 15, 2020

1. JORY CARD PRIVACY POLICY

Here at Jory we value your privacy and security just as much as you do, which is why we've got this handy Privacy Policy available at all times so you can see exactly how we feel about the collection, use, and disclosure of the data and information you provide to us when using Jory products and services (collectively, the "Product"). Keep in mind, this only covers the Product, it doesn't include any services that have separate Privacy Policies or do not incorporate this Privacy Policy.

Information Collection

Jory gets information in several ways:

Information that you give us when you create an account. When you create a Jory account, whether it is as a user, dealer, or developer, we will ask you for specific information about you and your business including, but not limited to:

Personally Identifiable Information ("PII"). Including, but not limited to, your name, phone number, email addresses, home mailing, device IDs, internet protocol ("IP") addresses, and other such personal information as is associated with your Jory account, but is not otherwise publicly available (this will be collectively known as your "Account Profile").

Business and other non-personal information. All the items that do not have to do with you, personally, such as: your business name, doing-business-as name, business phone number, business address, business bank account information, a business email address, Federal Tax ID number (or another, similar, employer identification number), and other such information about, regarding, and specific to your business.

Information we collect when you use our Product. When you use the Jory Product, including (but not limited to) the Jory software, Jory websites, Jory application, or any of the apps developed and/or distributed by Jory other than through third-party apps (to be defined below), we may collect the following information:

Log data. Your browser and/or sends data whenever you use the services, and our servers automatically record that information (known as "Log Data"). Log Data can include such information as your IP address, device ID, what browser you're using, your operating system, whatever website pointed you to us (sometimes known as the referring URL - it's the site you were on right before you came to ours), the pages of our site that you visit while you're here, how much time you spent at/on each one, what sorts of things you searched for while you were there, when you accessed that information or visited the sites, and software downloads (from the app marketplace) and usage data, among other things.

Location information. When you use the Jory Product we may also receive location information from whatever device you're using the Product on. This could be stuff like GPS signals, or WiFi access locations, or it could be the IP address (from which we may derive your location).

Content and communications. If you write a review of Jory, or give us a rating/score in an app market somewhere, or on our site, that information is tied to your account profile. If you request help, contact our support network, or otherwise interact with someone in Jory, we may also record and store those interactions.

Cookies and other similar technologies. We admit it, we use cookies (the internet kind, which are small text files automatically generated when you interact with our websites and store information on your computer such as user preferences and other identifiers that help identify your browser for our websites). You can set your browser to not accept cookies, but doing so might restrict you from parts of our sites or from certain features and functions. We may also use other technology in conjunction with cookies to collect data on usage, including, but not limited to, pixel tags, clear GIFs, and/or web beacons.

Information you may give us when you use our Product. Also, there's always the information that you give us about your customers, employees, partners, etc.

Information Use

Except where, unless, or otherwise stated in this Privacy Policy, Jory and its affiliated companies may use the information that we collect (or is given or otherwise provided to us) for such purposes:

To improve, enhance, or upgrade services.

To research and develop new services and/or products.

To research and develop new features to existing services and/or products.

To facilitate and/or improve the handling of transactions and payments.

To analyze, monitor, and maintain the use of the Product, and for technical administration thereof.

To detect, attempt to prevent, and take action against abusive or illegal activities, fraud, or any other activities that we determine to violate the terms of any of the agreements regarding the use of the Product.

To respond to communications and/or inquiries from you.

To reach out and contact you regarding your account, and to maintain communications with you relevant to your use of the Product.

Jory and its affiliated companies will only use your PII, and/or that of your employees or customers, to provide our services to you, unless your employees or customers also consent to allowing their PII to be used for other purposes.

Occasionally Jory and its affiliated companies may combine our information about you and your use of the Product with other information we collect, gather, or receive from other Jory affiliated companies. Any and all use of that information will also be in accordance to this Privacy Policy.

Information Sharing and Disclosure

Unless or except as stated in this Privacy Policy, Jory and its affiliated companies **will not** share your PII with other, third-parties without your express prior consent.

Third-Party Apps. If you choose to use a third-party app in connection with the Product, we will share your PII with the third-party app developer in accordance with the selections you make with or through the Product in order to facilitate your use of said third-party app.

Note: A third-party app is an application owned or licensed by a third party beyond yourself and Jory, and is made available by Jory through the Jory software marketplace or website.

Information shared with Dealers and/or service providers.

We may also share information provided to or collected by us with authorized Jory dealers (“Dealers”) or third-party service providers of Jory and its affiliated companies who need the information in order to fulfill their own business responsibilities to Jory and its affiliated companies. However, said Dealers and/or service providers are forbidden from using that information for any other purposes.

Analytics.

In order to best understand the usage of our websites we will use analytics or work with analytics service providers. As such, these services (and service providers) use cookies and other similar technologies to collect and analyze information about our visitors and users in order to facilitate understanding and improvement of our services and sites. However, we do not track users outside of our service and/or website.

Aggregate information and de-identified information.

For the purposes of further industry analysis, demographic profiling, marketing, or other purposes, we may share aggregated and de-identified information to outside or third-parties. Any such information shared in this context **will not** contain PII.

Compliance with laws and law enforcement.

Jory and its affiliated companies are committed to cooperating with government and law enforcement officials as well as private parties in order to enforce and comply with the law. We will disclose any information about our users to government, law enforcement officials, or private parties acting on behalf of government or law enforcement officials as we believe necessary, and at our own sole discretion, to respond to claims and/or legal processes including, but not limited to, subpoenas, in order to protect the property and rights of Jory and its affiliated companies, to protect the safety and security of the public or an individual, or to prevent or stop any activity we may consider or believe to be, or pose a risk of being, ethically or morally objectionable, or illegal or legally actionable.

Business transfers.

Jory may sell, transfer, or share some or all of its assets in connection with a merger, acquisition, reorganization, sale, or bankruptcy proceedings. This shall include information provided to us in connection with your use of the Product.

Changing or deleting your information.

You are welcome to view, review, update, or correct your personal or business information in your profile by logging into your account. If you choose to delete your account, please email us at lendmeahand@hellojory.com to request that we delete your profile from our database, and we will use commercially reasonable efforts to accede to your request. We may, however, retain an archived copy of your profile for a number of reasons including, but not limited to, to comply with our legal requirements, resolve disputes, legal or otherwise, enforce our agreements, or for other lawful business purposes.

Security

Security is incredibly important to Jory, both yours and our own. However, it is important to remember that no method of information or data transmission over the internet or through electronic storage is 100% fool-proof and secure. We will, of course, take steps to limit access to

PII only to those Jory employees or third-party providers who we believe have a real need to access such information to provide you with the Product, or to fulfill their business responsibilities to Jory and its affiliated companies.

Jory will employ or utilize proper, appropriate measures for the protection of the PII we collect, receive, and/or maintain. Such measures may include, but are not limited to, encryption, physical security measures, and other appropriate technologies. For example, Jory encrypts all data transmitted over the internet with SSL (Secure Socket Layer) technology and also takes steps to encrypt the data stored on our servers.

Identity theft and “phishing” are of the utmost concern to us at Jory and our affiliated companies. As such, protecting your information and identity are one of our top priorities. Jory and its affiliated companies will not, at any time, for any reason, ask you for your credit card information, your account credentials (username, password, etc.), or other identification numbers in a non-secure or unsolicited email, phone call, or other communication. For more information about phishing please visit the Federal Trade Commission’s website at www.consumer.ftc.gov.

International Transfer

Your PII may be transferred to, maintained, or stored on computers located outside of your home state, province, country, or other legal or governmental jurisdiction wherein the privacy laws may not be as protective or restrictive as within your jurisdiction. By providing your PII to us, you do consent to that information being transferred to and maintained across national borders by Jory and its affiliated companies, or by third-party service providers of Jory and its affiliated companies.

Links to Other Websites, Other Services, and Third-Party Apps

The Product might contain links to other websites, services, online services, or third-party apps. This privacy policy does not apply to the data collection and usage policies of the providers and/or developers of any third-party apps. The use of your information by said third-party apps is governed by the separate and individual privacy policies of the providers and/or developers of those third-party apps.

Our Policy Regarding Children

The Product and our affiliated companies’ services are not directed towards or intended for use by children under the age of 13 (thirteen) years of age, and we do not and will not knowingly collect PII from children under the age of 13. If we become or are otherwise made aware of the fact that a child under 13 years of age has provided us with PII, we will delete such information from our records as soon as reasonably possible.

Changes to Our Privacy Policy

We at Jory reserve the right to change or modify this privacy policy from time to time as our needs change and/or as we see fit. If changes are made to this privacy policy, we will notify you of those changes by posting them to our website. If those changes are significant, we will also provide you with a more prominent notice, including, but limited to, email notification of privacy policy changes.

Contacting Us

If you have any questions or concerns regarding this Privacy Policy, you are encouraged to reach out to us at unleashthelawyers@hellojory.com.

2. JORY CARD TERMS & CONDITIONS - EULA

Preliminaries

- Before using our service please review this entire document;
- By using our service you are stating that you have read and understood the provisions within this agreement, are of age to form a legally binding contract, and that you are agreeing to be bound to the terms and conditions of this agreement. You also consent to Jory, LLC's collection and handling of information as outlined within this agreement.
- The contract shall be between you and Jory, LLC, hereafter referred to as "Jory."
- If you are using our service on behalf of someone else, your acceptance of this agreement means that you are legally entitled to accept on their behalf and that they will be bound to the terms and conditions of this agreement.
- If you have a separate signed licensing agreement with Jory, that agreement has precedence over this one. By using our service you understand that you will be held to the terms and conditions of your separate agreement over this one.
- If you do not accept any part of this agreement, please do not use our service.

Changes to this agreement:

- Jory reserves the right to change the terms of this agreement at any time for any reason at our sole discretion with or without notice.
- All changes are binding and effective once displayed or posted.
- By using our service, you accept full responsibility for staying current on the terms and conditions of this agreement.
- Your continued use of the product/solution will also serve as acceptance of any and all updates to this agreement.
- If significant changes are made to this agreement, the new agreement will display upon startup of the application for you to review and will require acceptance before continuing into the application.
- The most current version of this agreement overrides any and all contradictory provisions of all previous versions, and is available at all times for viewing at <https://secure.jorycard.com/terms> .

The Software/Product:

- Jory is a merchant e-gift card solution and is comprised of the Jory Card application and its associated add-ons and/or modules provided and/or produced by Jory for use on mobile devices and on the web at <https://secure.jorycard.com> along with the services and solutions provided by Jory through the applications and website. The software/product also includes any printed materials or electronic documentation provided to you by Jory.
- Available on mobile devices and via the web at <https://secure.jorycard.com>
- This includes any and all printed material, electronic documentation, or online documentation provided by Jory.

Accounts:

- Before you can use the product, you must first create and register an account, either within the application itself, or via the website at <https://secure.jorycard.com>.
- By activating this account, you are stating that you are legally capable of entering into a legally binding agreement and that the information in the account is current, complete, and accurate.
- To activate your account, you must provide an active, current email address (which will also serve as your username), and create a password for your account.

- You must also provide the name of the company, business, or organization that will be using the software/product, as well as the address and phone number of the company, business, or organization, and the full, legal name of an individual to be responsible for the account and use of the software/product.
- By activating an account, you agree to maintain that account and keep it updated with the most current, accurate, and complete information.
- Jory may require additional information from you at any time in order to evaluate your eligibility, registration, and account to continue use of the product.
- Jory also reserves the right to accept or reject, suspend, or terminate your account at any time, for any reason, with or without notice, at its own sole and absolute discretion.

Security:

- You are solely and wholly responsible for the security and confidentiality of your account, password, and any and all activity that occurs in, on, or through your account.
- You agree to notify Jory immediately of any suspected unauthorized use of your account or password.
- If you choose to share your password or account access with others, you are solely and wholly responsible for any and all actions performed by that person in/on your account.
- It is advised that you log out of your account on any public or shared device at the conclusion of your use of the account.
- Should you ever sell or otherwise transfer ownership of a device with the software/product on it, you are responsible for deactivation of that device and un-installation of the software/product to protect your account.
- Any and all unauthorized use of your account through a device that has transferred ownership away from you is solely and wholly your responsibility.

Permissions:

- You are solely and wholly responsible for assigning access and permissions within your account.
- Jory is in no way liable for erroneous or unauthorized permissions, or any actions performed through those permissions.
- By using our service you agree to be wholly and solely responsible for the actions of any and all of your authorized users, and that they shall also comply with the terms and conditions of this agreement.

Your Obligations:

- You are solely and wholly responsible for obtaining any and all consents required from your customers and/or employees in connection with use of the software/product.
- These consents include, but are not limited to:
 - Transmission of receipts.
 - Use and/or implementation of gift and/or loyalty programs.
 - Use of third-party services (to be defined).
- By using our service you also acknowledge that any and all information you submit or share with Jory about another person, business, or entity is done with that person/business/entity's explicit and unquestionable consent, and that they further accept and consent to Jory and/or its third-party partners and/or providers using that information as they see fit.
 - Jory further agrees not to share that information with third-party partners and/or providers for solicitation purposes, but may share that information with third-party partners and/or providers for research and marketing purposes.
- By using our service you agree to only use this software/product for lawful purposes.
- You agree not to upload, post, e-mail, share, or otherwise send or transmit any material that contains malware, software viruses, or any other computer code, file, or program

that interrupts, destroys, or limits the functionality of the software/solution or any other piece of hardware, software, or telecommunications equipment connected to it.

- You agree not to impersonate another person or otherwise misrepresent yourself or your affiliation with another person, business, or entity, including, but not limited to, any person, business, or entity affiliated with this software/solution.
- You agree that you will not interfere with the servers or networks connected to the software/product, nor will you violate any of the policies, procedures, or regulations of the networks connected to the software/product.
- You agree not to impair or harm the software/solution in any way, shape, or form, whatsoever.

Compliance with laws:

- By using the software/solution, you agree to do so in compliance and accordance with any and all applicable laws, statues, rules, and regulations of the city, county, state, and country in which you use it or otherwise connect to, through, or with it.
- In doing business with Jory you also agree that you shall comply with any and all anti-bribery laws within the jurisdiction of the city, county, state, and country in which you and/or Jory are operating.

Licensing:

- Jory provides no trial period for any amount of time of the software/product. As such, by using our service you agree to pay any and all applicable installation and setup fees, as well as any and all fees for the duration of time in which the software/product is installed/registered to you and/or your organization.
- Upon installation and registration of the software/product, Jory hereby grants you a limited, fully-revocable, non-sublicensable, non-exclusive, royalty-free license to use the software/product solely in connection with your use of the software/product for internal business purposes.
 - This allows you to:
 - Download and install the software/product solely in executable/object code form upon supported mobile devices.
 - Access and use the software/product via those mobile devices.
 - Access and use the website.
 - Display, download, print, reproduce, and/or distribute applicable documentation provided by Jory as reasonably required for your use of the software/product as expressed in this agreement.
- You acknowledge and accept that the software/product is designed for use only in connection with supported devices, and that Jory reserves the right to add or remove devices from the list of supported devices at its sole discretion at any time with or without notice.
- Jory accepts NO responsibility for or otherwise warranty the performance of any devices, nor does Jory guarantee the continuing compatibility of any device with the software/product.
- By using our service you agree that you will in no way, at no time for perpetuity hold Jory responsible for any and/or all issues with your devices and their compatibility with the software/product.

Ownership:

- The software/product, any and all documentation, and any and all copies provided to you by Jory are licensed and not sold.
- By using our service you acknowledge that title to, ownership of, and any and all proprietary rights within and of the product/software (including, but not limited to, any proprietary hardware, electronics, software, and technical information of or from Jory and

- its licensors) are the exclusive property of Jory and its licensors. This includes any and all derivative works based upon the foregoing.
- The software/product itself, along with any and all accompanying documentation, is protected by U.S. copyright laws, as well as international copyright treaties.
 - By using our service you agree to promptly notify Jory of any and all actual or threatened misappropriation, theft, or infringement of Jory's proprietary rights that comes to your attention.
 - Jory further reserves the right, at any time, at its sole discretion, with or without prior notice, to update, change, modify, revise, enhance, restrict, add to, and/or upgrade the software/product including, but not limited to, the addition or removal and/or discontinuation of specific features and/or functionalities of the software/product.

Restrictions:

- By using our service you agree NOT to use or copy the software/product and/or any associated documentation, in part or in whole, in any way, shape, or form, except as explicitly detailed within this agreement.
- You agree not to disclose, share, or otherwise publish or spread any results of any tests run on the software/product.
- You agree to not copy the software/product, in whole or in part, in any way, shape, or form, onto any public network.
- You will have no rights to the source code of the software/product, in whole or in part, in any way, shape, or form.
- You will not reverse engineer, deconstruct, decompile, decode, disassemble, replicate, translate, modify, update, alter, or otherwise change the software/product in any way, shape, or form without the express written consent of Jory, except to the extents that such restrictions are forbidden by applicable laws and regulations.
- You will not have any rights to market, distribute, sell, share, sublicense, lease, rent, or otherwise transfer the software/product, in whole or in part, in any way, shape, or form.
- You will not obscure, obfuscate, alter, or remove from the software/product any of Jory's trademarks, names, logos, patents, copyright notices, or any other such notices and/or markings.
- You will not add any such trademarks, names, logos, patents, copyright notices, or any other such notices and/or markings to the software/product without the express written consent of Jory.
- You will copy or otherwise duplicate any and all such proprietary rights notices on all copies of the software/product permitted to be made.

Data – Security:

- By using our service you are stating that the information and data you provide will not:
 - Be false, inaccurate, or misleading.
 - Be obscene, indecent, pornographic, defamatory, libelous, threatening, harassing, abusive, or inflammatory.
 - Be fraudulent or involve/regard the sale of illegal, counterfeit, or stolen goods.
 - Infringe upon or otherwise misappropriate any third party copyrights, patents, trademarks, trade secrets, or other intellectual property rights in any way, shape, or form.
 - Violate the terms of this agreement.
 - Violate any applicable laws of the city, county, state, or country in which you or Jory reside, or the software/product is used.
 - Contain or transmit any corrupted data, code, or otherwise destructive material that will or may damage, interfere with, intercept or expropriate (either outwardly or surreptitiously) any information, data, or systems.

- Expose, or appear to expose Jory to any kind of liability issues or outside responsibilities.
- You also give permission to Jory to store, format, or re-format any and all data you place, share with, or otherwise store on Jory's servers.
- By using our service you acknowledge and agree that you are solely and wholly responsible for any and all activities that may occur through your access and use of the software/product by yourself and/or any of your users, whether or not they are authorized by you. This includes, but is not limited to:
 - The security, integrity, and confidentiality of all content, account information, and any other data or information submitted, transmitted, entered, saved, or stored by you or your users through the use of the software/product.
 - Any and all losses of data or information, and any and all damages of any kind associated with that data or information.
- You agree to ensure that all security features of and/or contained within the software/product are implemented properly and fully to protect any and all data, including, but not limited to:
 - Personal data.
 - Financial data.
 - Business data.
 - Any other nonpublic data not belonging to you or your company to which you do not have the express written consent to share with the public.
 - All of the above is contingent upon the terms and conditions outlined, defined, and specified by the Payment Card Industry Data Security Standard (PCI DSS), PCI Security Standards Council, and/or the Payment Application Data Security Standard (PA DSS), as well as any and all other mandates issues by applicable payment card associations with respect thereto.
- Jory shall have NO liability unto you or any other third party, and by using our service you acknowledge that YOU assume any and all liability for any and all unauthorized processing, loss, use, disclosure, leak, acquisition of or access to any and all nonpublic personal or cardholder data in association with your account, as well as any and all liability for fines, penalties, and or other monetary losses or damages.
 - Jory also reserves the right to remove any user or disconnect any device or account, at its sole discretion, with or without notice, should Jory determine or suspect that the software/product has been compromised and/or used inappropriately in any way, shape, or form.

Privacy:

- By using our service and using the software/product, you consent to Jory collecting and sharing your account information, content, and other relevant information submitted by you or your users, customers, or clients through the software/product with Jory's third-party partners. You also agree to Jory's anonymously collecting and aggregating data in connection with your use of the product/software for the purposes of analysis, interpretation, marketing, and enhancing and/or otherwise optimizing the use of the software/product.

Support:

- Primary support for the product/software will be provided by the sales channel from which you purchased the product/software, in accordance with Jory's most current support policies and procedures.
- Any and all upgrades or updates to the software/product shall be subject to this agreement, including any and all license rights, regulations, and restrictions set forth herein.

- Jory and its subsidiaries and third-party vendors and partners are obligated to only provide support for the most currently produced version of the software/product. Any and all additional support may be granted or otherwise provided by an aforementioned third-party vendor and/or partner independent of any and all support agreements or obligations of Jory.
- Jory will have no liability for any and/or all damages or malfunctions associated with or resulting from support obtained from a third-party vendor or partner.

Updates/Upgrades:

- Jory reserves the right to update, upgrade, enhance, or modify the software/product at its sole discretion, with or without notice. By using our service you acknowledge and agree to this, and that the terms of this agreement shall apply to any and all such updates, upgrades, enhancements, or modifications.
- You agree that failure to install any such updates, upgrades, enhancements, or modifications may cause the software/product to fail to function as intended.
- Jory will NOT be liable for any failures, losses, or damages incurred or otherwise caused by failure to install any updates, upgrades, enhancements, or modifications to the software/product.

Availability:

- By using our service you are stating that you understand and agree to be solely responsible for establishing and maintaining appropriate, proper, and necessary connections between the devices on which you use the software/product, and Jory.
- Jory will, from time to time, conduct regular, routine maintenance upon the software/product, and also reserves the right to close or restrict access to the software/product at its sole discretion, with or without notice, should it be determined that maintenance has become necessary.

Communications from Jory:

- By using our service” you agree and consent to electronically receive any and all communications, agreements, documents, notices, statements, and disclosures (hereafter collectively known as “communications”) from Jory in connection with your account and your use of the software/product.
- Said communications will be delivered to you by either:
 - Electronic mail (e-mail) sent to the email address listed in your account profile.
 - Or posting a notice or message within the application itself, or upon the website.
- You are solely and wholly responsible for keeping your account information current, including your email address, and you will be deemed to have received any and all emails sent to your listed email address whether or not you actually receive the email.
- Any and all communications sent to you will be considered received by you within 24 hours of the time the communication is posted to the application or website or emailed to you.
- You also agree that your electronic signature upon any and all agreements and/or documents in connection with the software/product is legally binding and has the same effect as a physical signature.

Feedback:

- Jory reserves the right to use any and all suggestions, comments, ideas, information, concepts, reviews, techniques, or other feedback material contained within any and all communications sent to us (excluding your Content and Account information) regarding your use of the software/product, including, but not limited to, data sent through the application or website itself without compensation, payment, or other acknowledgement

- of you for any and all purposes Jory decides to use said suggestions, comments, ideas, information, concepts, reviews, techniques, or other feedback.
- These purposes may include, but are not limited to, designing, developing, conceptualizing, manufacturing, and/or marketing products and services, as well as updating, upgrading, improving, or otherwise altering the software/product.
 - By using our service you acknowledge and accept that any and all feedback you supply to Jory in response to communications (as outlined above) or other questionnaires is wholly granted to Jory to be used in perpetuity throughout the universe, non-exclusively and royalty-free, for display, use, reproduction, or modification for whatever purposes they determine.

Warranties:

- The product/software and all associated products (including, but not limited to, the hosted application, the mobile application, the website, and all services therein) are provided “as is,” along with all faults and, to the maximum extent permitted by law, without any warranty of any kind, express, implied, or statutory, including, but not limited to, any and all implied warranties of usability for any and all purposes, expressed or implied, and non-infringement of third-party rights.
- Neither Jory nor its partners or vendors warrant or otherwise guarantee in any way, shape, or form, expressed or implied, that the software/product and its functions/uses will now or ever meet the needs and requirements of the licensee.
- Without limiting the generality of the above, Jory does not warrant nor make assurances that the operation of the software/product shall be free from interruption, loss, corruption, attacks, viruses, interference, hacking, or any and all other security intrusions, and Jory hereby absolves itself of any and all responsibility and/or liability with respect thereto.
- Under no circumstances does Jory represent or warrant that any and/or all errors in the software/product can be remedied or corrected.
- Jory disclaims any and all liability associated with the use of mobile devices, third-party devices, third-party services, links, account information, content, and/or Jory software, including but not limited to continuing compatibility with the software/product.
- Jory does not warrant or represent that the information accessed or otherwise found within or through the software/product is accurate, complete, or current. Jory shall not be held responsible, in whole or in part, for any service interruptions associated with the software/product, including, but not limited to, power outages, system failures, or other interruptions.
- No oral or written information, advice, or implication given by Jory and/or its authorized representatives shall create a warranty or otherwise guarantee a binding agreement of such upon Jory or its affiliated parties and/or partners.

Indemnification:

- By using our service you agree to defend, indemnify, and hold harmless Jory and its indemnities from and against any and all claims, proceedings, losses, damages, liabilities, fines, penalties, costs, and fees (including, but not limited to, reasonable attorneys’ fees) incurred by any of them due to or in connection with:
 - Any and/or all breaches (real or alleged) of your representations, warranties, and/or obligations within this agreement by you or your users.
 - Any and/or all use of the software/product or your account by you and/or your users.
 - Any and/or all data submitted by you or your users, including, but not limited to, the storage, transfer, processing, loss, disclosure, acquisition, or other use of such data, and any and all claims that said data violates any and/or all applicable laws

- or otherwise infringes upon or misappropriates any rights of, or causes damage to, a third party.
- Any and/or all violations, misappropriations, or infringements (real or alleged) of any and/or all third-party rights (including, but not limited to, privacy and intellectual properties) in connection to your use of the software/product.
 - And any violation (real or alleged) of any and/or all applicable laws by you and/or your users.
- Jory reserves the right to, at your expense, assume the exclusive defense and control of any and all matters for which you would be required to indemnify Jory, up to and including, but not limited to, your rights to settle. You also agree to cooperate with the defense and settlement of such claims.
 - Jory will perform reasonable efforts to notify you of any and all claims, action, or proceedings brought against Jory by a third party that would be subject to the foregoing indemnification of Jory upon becoming aware of them.

Limitation of Liability:

- Notwithstanding any claims or statements to the contrary contained within this agreement:
 - In no event shall Jory, its affiliates, or any of Jory's or its affiliates shareholders, directors, officers, employees, licensors, agents, representatives, or the successors or otherwise descendants or legally responsible assigns of any of the aforementioned parties (collectively to be known as the "Jory, LLC Indemnitees") be liable, individually or collectively, to you or any other parties for any and/or all special, incidental, indirect, exemplary, or consequential damages up to and including, but not limited to, loss of profits, reputation, goodwill, or savings, downtime, damages to and/or loss of replacement software and/or data relating in any manner to the software/product.
 - The extent of Jory's liability relating in any way, shape, or form to the software/product (other than that required by law in cases regarding personal physical injury) is limited to the accumulated or aggregate fees paid by you to Jory for licensing the software/product for no more than three (3) months prior to the claim being lodged or filed, or \$50 (if no fees were paid).
 - Jory is in no way liable for any claims originating from or filed/lodged by third parties relating to the software/product, and you shall actively defend and indemnify Jory of any and all harm, real or alleged, claimed.
- Notwithstanding any claims or statements to the contrary contained within this agreement:
 - By using our service, you agree that no action, regardless of form, may be brought against Jory regarding or in connection with the software/product by you or the organization the software/product is used in relation to more than one (1) year after the initial occurrence of the event, action, or omission that gave rise to the action.
 - These limitations apply even if a remedy fails to correct the fault.

Term of Agreement:

- This agreement shall begin and be considered active upon completion of either your initial payment for service/license of the software/product or your acceptance of this agreement, whichever is earlier.
- This agreement shall be considered active and effective until your relationship with Jory has been sufficiently terminated as per the terms set forth within this agreement.
- If you have purchased the software/product from a third-party reseller, the terms of the solution shall be agreed upon between you and said reseller. If there is a conflict between

this agreement and the terms and conditions of the reseller, these terms and conditions shall take precedence and override any and all conflicting terms and/or conditions.

Termination:

- Termination of this agreement shall be effective upon any of the following provisions:
 - You choose to terminate.
 - You may deactivate the software/product at any time by canceling your account with Jory directly, or, if you have purchased the software/product through a reseller, by notifying the reseller that you wish to terminate your usage of the software/product. In any event, this agreement shall remain in effect until the end of the service month in which the deactivation occurs, or until your accounts are brought current, whichever is later.
 - Jory chooses to terminate.
 - Jory reserves the right to terminate, suspend, or otherwise restrict your use of the software/product at its sole discretion, with or without notice, for any or no reason whatsoever. Termination or suspension of access to your account and the software/product may be due to:
 - Breach of any of the terms of this agreement.
 - Providing Jory with false, incomplete, or misleading information.
 - Engaging in fraudulent or illegal contact.
 - Initiating or becoming subject to bankruptcy, liquidation, winding up, or insolvency proceedings.
 - Any other reason that Jory determines to be in violation of applicable laws or policies.
 - Effects of termination:
 - Upon expiration or termination of this agreement for any reason, your license rights are immediately terminated and you agree to immediately discontinue use of the software/product and are obligated to also immediately uninstall, delete, remove, and/or otherwise destroy all copies (including backup copies) of the software/product and/or any and all parts thereof, along with any and all documentation, regardless of media.
 - You must also certify in writing, at Jory's request, the completion of these acts.
 - You are further responsible for retrieving and/or transferring any and all data stored with or by Jory prior to termination.
 - Jory will not store your data past the date of termination, and does not provide any data retrieval, conversion, or migration services in any way, shape, or form.
 - Special accommodations for data retrieval or transfer after the date of termination may be granted due to extreme circumstances to be evaluated and granted on a case-by-case basis as necessary.

Export or use outside of the US:

- By using our service and using the software, you agree to abide by any and all local and international laws regarding the import and/or export of goods and services for your jurisdiction.

Governing Law:

- This agreement is, for all purposes, to be governed and interpreted in accordance with the laws of the State of Oregon, and no effect will be given to any choice-of-law provision or rule within any other jurisdiction, except where overridden by the federal laws of the United States.

Arbitration:

- All parties entering into this agreement further agree to use any and all reasonable efforts to resolve any disputes, claims, controversies, or differences arising from or in connection with this agreement or the software/product, including but not limited to the use of a mutually agreeable, non-binding mediation procedure.
- Any dispute which cannot be settled by mutual agreement in or through mediation shall be ultimately and exclusively settled by confidential arbitration to be held in the State of Oregon and conducted by the American Arbitration Association (hereafter known as the AAA) under the AAA's Commercial Arbitration Rules.
- If the value of the issue arisen is equal to or less than \$25,000 in United States Dollars (USD), then arbitration shall be performed by one (1) single arbitrator selected and agreed upon by both you and Jory, or otherwise appointed by the AAA, and the arbitrator shall not have power to issue any awards in excess of \$25,000 USD.
- If the value of the issue arisen is greater than \$25,000 then arbitration shall be conducted by three (3) independent arbitrators; one to be selected by you, one to be selected by Jory, and one to be chosen by the selected arbitrators or otherwise chosen by the AAA.
- Once appointed, and pursuant to further procedure, the arbitrator or arbitral tribunal may order provisional or conservatory measures, including but not limited to injunctive relief, at the request of either party (you or Jory) and may embody and/or include such order within the final award.
- Nothing in the aforementioned procedures precludes, restricts, or is otherwise intended to preclude or restrict the right of either party (you or Jory) from seeking injunctive or other equitable relief in an appropriate, competent court within the jurisdiction of the State of Oregon.
- In all arbitration proceedings, English shall be the official language.
- Neither you nor Jory will be entitled to join or otherwise consolidate claims by or against other individuals or entities, or arbitrate any claims as a representative member of a class or in a private attorney general capacity.
- Any AAA Supplementary Rules for Class Arbitrations do not apply to the arbitration between you and Jory.
- The arbitrator or arbitral tribunal shall make the final decision regarding settlement in accordance with this agreement and any and all applicable laws of the State of Oregon without regard to its conflict of laws principles, and shall also state the basis for decision in writing.
- Judgment of award rendered may be entered into any court of appropriate jurisdiction, and/or application may be made to said court for judicial acceptance of the award and, if necessary, an order of enforcement.

Copyright Infringement:

- Jory absolutely respects the rights and protection of intellectual property. If you feel your intellectual material, upon which you hold a bona fide copyright, has been infringed upon, please contact us for further investigation and rectification of such under the guidelines specified within this agreement.

General/Miscellaneous:

- Except where noted otherwise within this agreement, this constitutes the entire agreement of terms and conditions between you and Jory and supersedes any and/or all prior or other communications and proposals in any form relating to the software/product or any other subject matter within.
- Failure to exercise or enforce any of the rights or provisions of this agreement by either party does not and will not constitute a waiver of such right or provision.
- You may not assign this agreement in part or in whole without the express written consent of Jory.

- Subject to the preceding, acceptance of this agreement will bind you and your permitted successors or assigns to the conditions herein.
- Jory may assign or delegate this agreement, in part or in whole, along with any of its rights and obligations herein, at its sole discretion.
- If any part of this agreement is found to be invalid by a court of competent jurisdiction, all parties agree that the court should endeavor to give maximum weight and effect to the parties' intentions as outlined or otherwise reflected within said provision, and that any and all other provisions of this agreement remain in full force and effect.
- Please address any and all notices to Jory regarding this agreement to the Jory legal department at legal@hellojory.com

Regarding Copyright Infringement:

- If you believe that one of your copyrights has been violated, please notify us by either:
 - Emailing the following information to the Jory legal department at legal@hellojory.com
 - Contacting Jory's designated agent to receive notification of claimed infringement in writing with the following information:
 - An electronic or physical signature from the copyright owner or their authorized representative acting on their behalf of the exclusive copyright that is alleged to have been infringed upon.
 - Identification of the work claimed to have been infringed, or, if there are multiple allegations of infringement, a list of the works alleged to have been infringed.
 - In the case of an alleged patent infringement, a patent number is also required.
 - Identification of the material that allegedly infringes upon the intellectual property, including any and all information regarding the location of the material in such detail that Jory is capable of finding and verifying its existence (for lists, please include item numbers).
 - Contact information for the person notifying Jory of the alleged violation, the name of the owner or copyright holder for the intellectual property, and their address, telephone number, and e-mail address.
 - A statement that the person notifying Jory has a good faith belief that the material has not been authorized for use by the copyright owner, its agent, or the law.
 - A statement, made under penalty of perjury, that the information provided is accurate and current, and that the notifying party is authorized to make the complaint on behalf of the intellectual property or copyright owner.
- Jory may act expeditiously to respond to proper notices by either:
 - Removing or otherwise disabling access to material that is claimed to be infringing upon an existing copyright.
 - Removing and/or discontinuing service to repeat offenders.
- Upon receiving notice, Jory will make a good-faith attempt to contact the allegedly infringing party so that they may make a counter-notification.
- If you believe that your material, which was removed or to which access was restricted or disabled, does not infringe upon an existing copyright, you must send counter-notice pursuant to 512(g)(2) and (3) of the Digital Millennium Copyright Act.
- Please do not attempt to re-list or reactivate the content yourself.
- Your counter-notice must contain the following:
 - Your electronic or physical signature

- Identification of the material removed or to which access has been disabled or restricted, and the location at which the material was previously found or appeared before being removed or disabled
- A statement made under penalty of perjury that you have a good-faith belief that the material was removed, restricted, or disabled as a result of a mistake or misidentification of said material
- Your name, address, telephone number, and email address, along with a statement that you consent to the jurisdiction of the Federal Court for the judicial district in which the allegedly infringing party is located.
 - If your address is outside of the United States, please state which judicial district in which Jory is located that you will accept the service of process from for the person who provided notification under subsection (c)(1)(C) or an agent of such a person.
- If a counter-notice is received, Jory may send a copy of that counter-notice to the original complainant informing them that Jory may replace or otherwise cease in restricting or disabling it within 10 to 14 business days unless the copyright or intellectual property owner files an action seeking a court order against the alleged infringing party.
- Any and all information herein regarding copyright infringement represents Jory's attempt to comply with applicable law and does not constitute, in any way, shape, or form, legal advice. Before serving notice or counter-notice, you may wish to consult an attorney.
- You further understand and accept that your notice and/or counter-notice must comply with the requirements outlined herein or they may not be considered valid.
- Any and all notices and counter-notices will be considered a matter of record.
- You will be held liable for any/and all damages or other remedies resulting from misrepresentation that material infringes upon your rights or that your material does not infringe upon the rights of another.

3. JORY CARD REFUND POLICY

Jory offers a simple refund policy: 100% of any gift card can be refunded at anytime. Card balances do not expire and can be checked on <http://jorycard.com/balance>.

To obtain a refund, please visit the location where the original gift card was purchased.