

Jubii LLC - TERMS AND CONDITIONS

Revised February 19, 2007

THIS IS AN AGREEMENT WHICH GOVERNS AND AFFECTS YOUR RIGHTS WITH JUBII LLC (“JUBII”) AND THE SERVICES (THE “JUBII SERVICES”) WHICH IT PROVIDES THROUGH THE JUBII.COM DOMAIN NAME (THE “WEBSITE”) EITHER DIRECTLY OR THROUGH ITS AFFILIATES OR SERVICE PROVIDERS. BY CHECKING THE CHECKBOX “I ACCEPT” AND REGISTERING TO USE THE JUBII SERVICES, OR BY ACCESSING THE JUBII SERVICE IN ANY MANNER, YOU AGREE TO THESE TERMS AND CONDITIONS OF USE FOR THE JUBII SERVICES.

YOU AFFIRM THAT YOU ARE AT LEAST 18 YEARS OF AGE OR THAT YOU ARE AT LEAST 13 YEARS OF AGE AND POSSESS APPROPRIATE LEGAL PARENTAL OR GUARDIAN CONSENT AND THAT YOU ARE COMPETENT TO ENTER INTO THIS AGREEMENT. PLEASE DO NOT USE THIS WEBSITE IF YOU ARE NOT AT LEAST 13 YEARS OF AGE AND POSSESS APPROPRIATE LEGAL PARENTAL OR GUARDIAN CONSENT.

1. Who We Are.

Jubii is a trade name and service mark of Jubii LLC, a Delaware limited liability company that owns and operates the Website with the URL: www.Jubii.com.

2. Definitions.

The terms “we” and “us” refer to Jubii. The terms “you” and “user” refer to all individuals and/or entities accessing this Website for any reason.

3. Modifications.

We reserve the right to modify these Terms and Conditions and any policies affecting the Website. Any modification is effective as of the earlier of:

- (a) The posting of the changes or new Terms and Conditions on this Website; or
- (b) The distribution via electronic mail of the changes or new Terms and Conditions.

Your continued use of the Website following the effective date of any modification of these Terms and Conditions shall be conclusively deemed an acceptance of all such modification(s). No amendment or other change of these Terms and Conditions shall be effective unless and until set forth in writing and agreed to on behalf of the parties except as otherwise provided above.

4. Purpose.

The purpose of our Website is to offer users a variety of possibilities for publishing (e.g. private homepages, weblogs, linklists, dating services, discussion forums, upload services) and exchanging (e.g. via email, chat file sharing) information, data, data banks, texts, links, software, music, sounds, photos, graphics, videos, news or other material (“Content”). Content on the Website is offered for your personal (noncommercial) use and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited except with the prior written consent of Jubii.

5. Publication of Content/Grant of Rights.

By submitting and contributing Content for publication within the Jubii Service, you grant Jubii an unlimited, world-wide, non-exclusive license free of charge, including the right to grant sublicenses, to use, reproduce, publish, display, copy, transmit, store, disseminate, translate, reformat and make publicly available such Content or prepare derivative works or integrate the Content into compilations or to distribute the Content and extracts of the Content and to perform and display the foregoing in connection with the business of Jubii including with or within advertising as determined by Jubii. This license includes without limitation the right to make the Content and extracts of the Content accessible as stated in the preceding sentence via mobile devices, whether now known or hereafter devised, and the right to adapt the Content to any data format. You authorize the use of the Content which you place on the Website for the purpose of publishing, displaying and advertising of the Content with or within Jubii Service, any link to the Website or search function associated with the Jubii Service or the Website. You agree that Jubii does not guarantee any confidentiality with respect to Content that is submitted and contributed to the Website.

6. Copyrights/Privacy/Intellectual Property Rights.

- (a) You represent and warrant to us that you have not, and will not (nor authorize any person using your password), publish any Content that infringes the copyrights, patents, trademarks, trade secrets or other intellectual property rights (the "Intellectual Property Rights") of any person. You further represent and warrant to us that the addition of advertising to any of your Content (or to Content added under your password) will not violate the Intellectual Property Rights of any person.
- (b) You represent and warrant to us that no portion of your Content will violate the privacy and/or publicity rights of any person and that no such violations will occur by anyone using your password. You further represent and warrant to us that the addition of advertising to any of your Content (or to Content added under your password) will not violate the privacy and publicity rights of any person.

7. Rules.

You agree to the following:

- (a) The information which you have submitted is accurate, correct and complete. You will not provide to us or post on our Website any information that is not correct, such as an incorrect name, address, email address or any other incorrect information whether with respect to you or any other person.
- (b) You will not use our Website, or any of the Content on the Website, for any commercial or professional purposes, or for any other purpose involving solicitation in any way to sell merchandise, goods, services, real estate or any product. You may not post any links or telephone numbers for commercial or professional services.
- (c) You will comply with all applicable laws, including but not limited to provisions on the protection of minors, protection of Intellectual Property Rights and provisions on the protection of personal rights. Content of a third party protected by any Intellectual Property Rights may only be used with the consent of the rights holder. You must not interfere with standard technical measures that are used by Intellectual Property Rights owners to identify or protect their rights (e.g. digital rights management).

- (d) Jubii Services must not be used for the collection or dissemination of illegal Content, or to make requests for or to commit criminal offences, or contribute to them by using Jubii Services. You must not provide instructions for committing criminal offences.
- (e) You must treat other persons and their cultural, religious and philosophical concerns with respect. You will not publish any Content that is false, fraudulent, invasive of the rights of any person, defamatory, unlawful, obscene, pornographic, indecent, vulgar, threatening, harassing, abusive, discriminatory, racial or hateful.
- (f) You are requested to make backup copies of your Content outside of the Jubii Services.
- (g) You must not hack and disseminate viruses. You must not use scripts to manipulate any service. You must not send spam emails. You will not use the Jubii Service in connection with or for displaying any “spam,” “malicious code,” “mail bombing,” or any form of advertising or launch any automated system including without limitation “robots”, “spiders”, “crawlers” and the like that send automated messages to the Website or any method of data mining or data gathering methods.
- (h) You must at all times maintain a valid email account and inform us immediately as to any changes as to the access information you have provided to us. You will inform us immediately if anyone has, or if you suspect that anyone has, unauthorized access to your account.
- (i) You will not share a password for the Jubii Service.
- (j) You will not attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way used on our Website.

- (k) You agree not to remove or block any copyright notices, ads or references or links to the Jubii Service or elsewhere that we place on or near your Content.
- (l) You agree that Jubii and other graphics, logos, designs, headers, frames, scripts, service buttons and service names are the sole property of Jubii in the US and other countries and that the trademarks and trade dress of Jubii will not be used by you in connection with any product or service, in whole or in part, without the prior written consent of Jubii.

8. Blocking and Deletion of Content/Access Rights.

- (a) Jubii reserves the right to reject, delete or block Content if Jubii in its sole discretion deems that such Content breaches applicable laws, infringes third party rights or violates these Terms and Conditions. However, Jubii expressly disclaims liability for failure or delay in removing Content.
- (b) Jubii does not encourage violation of the Intellectual Property Rights of others and the Jubii Services must not be used for such purposes. In the event a third party asserts that any of your Content infringes their Intellectual Property Rights, Jubii may in its sole discretion take any action with Jubii considers to be appropriate or necessary.
- (c) Jubii reserves the right to block or terminate your access to the Jubii Service if you have not accessed your account for a continuous period of 90 days.
- (d) Jubii shall not have any liability to you in the event of any termination or suspension of your access to the Jubii Service, or removal of your Content, whether with cause or without cause, temporarily or permanently.

9. Limitations on Users.

- (a) Users of the Jubii Service will be subject to reasonable limitations on the amount of storage capacity which we offer and we reserve the right to change or reduce the amount of storage capacity in our sole discretion from time to time without advance notice.
- (b) You are responsible for maintaining a backup copy of all of your Content and Jubii has no responsibility to you if your Content is or becomes unavailable for any reason.

10. Disclaimer of Warranties

EXCEPT AS MAY BE LIMITED BY APPLICABLE LAW OR AS EXPRESSLY SET FORTH HEREIN, THE MATERIAL ON THIS WEBSITE (INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, SERVICES, MATERIALS AND INFORMATION MADE AVAILABLE HEREIN OR ACCESSED BY MEANS HEREOF) ARE PROVIDED AS IS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, JUBII DOES NOT WARRANT OR REPRESENT THAT THE CONTENT MADE AVAILABLE ON THE WEBSITE IS ACCURATE, FREE OF ERRORS, VIRUSES, FREE FROM HARMFUL COMPONENTS, MISTAKES OR INACCURACIES, OR IS OTHERWISE COMPLETE OR THAT ACCESS TO CONTENT OR TO THE JUBII SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

11. Limitation of Liability.

YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE OF THIS WEBSITE AND ANY INFORMATION ON THIS WEBSITE. UNDER NO CIRCUMSTANCES SHALL WE OR OUR AFFILIATES, OR ANY OF OUR OR THEIR EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF WE, OUR AFFILIATES, OR ANY OF OUR OR THEIR EMPLOYEES OR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU HEREBY RELEASE US AND OUR AFFILIATES, OUR AND THEIR EMPLOYEES AND REPRESENTATIVES FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS BY REASON OF OR ATTRIBUTABLE TO ANY ACTION OR INACTION DESCRIBED IN THE DISCLAIMER OF WARRANTIES AND OTHERWISE.

12. Links.

You acknowledge that we have not reviewed the content of all sites linked to or from our Website and that we are not responsible for the content of any of those sites and do not take responsibility for them or endorse them. By using the Website, you relieve Jubii and our affiliates of any responsibility or liability arising from your use of any third party website.

13. Indemnity.

You agree to indemnify and hold us and our affiliated companies, and our and their directors, officers, employees and representatives, harmless from any and all damages, claims, obligations, liabilities, losses, costs or expenses (including, but not limited to, attorney fees) resulting from any claims that you assert, or may assert, based on or relating to your use of this Website (or anyone using this Website with your password). You further agree to indemnify and hold us and our affiliated companies, and our or their directors, officers, employees and representatives, harmless from any and all damages, claims, obligations, liabilities, losses, costs or expenses (including, but not limited to, attorney fees) resulting from claims of third parties, including, but not limited to, attorney fees, that result in whole or in part from violations by you, or any individual using your password, of any of the terms these Terms and Conditions.

14. Reporting Violations.

If you become aware that any other person is violating any of the terms and conditions of this Website, please notify us immediately. If you believe that any person has posted material in violation of any copyrights that you may have, you may notify us in accordance with our **Copyright Policy**.

15. Assignments.

You may not assign any of your rights hereunder.

16. Compliance With Law.

In using Jubii Website and the Jubii Service you agree to comply with all applicable laws.

17. Jurisdiction and Law.

This Agreement will be governed by the laws of the State of Delaware. Each of the parties does hereby agree that any dispute will be decided by the state and Federal courts located in Delaware and agrees that such party is subject to jurisdiction of such courts in such locality and each party waives all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and Federal courts of Delaware.

18. **Survival.**

The rights which you grant to us, your representations and warranties, obligations and indemnity as set forth in these Terms and Conditions, and any other provisions that by their sense and context the parties intend to have survive, shall survive the termination of these Terms and Conditions irrespective whether your right to use the Jubii Services have been suspended, terminated or any of your Content has been removed.

19. **Severability.**

The unenforceability or invalidity of any term, provision, section or subsection of these Terms and Conditions shall not affect the validity or enforceability or any remaining terms, provisions, sections or subsections of these Terms and Conditions, but such remaining terms, provisions, sections or subsections shall be interpreted and construed in such a manner as to carry out fully the intention of the parties hereto.

20. **Interpretation.**

The fact of authorship by or at the behest of a party shall not affect the construction or interpretation of these Terms and Conditions.

21. **Entire Agreement.**

These Terms and Conditions together with our Privacy Policy embody the entire agreement and understanding of the parties and supersedes all prior agreements, representations and understandings between the parties hereto relating to the subject matter hereof.