

Journot Concept Terms of Service

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You agree not to access, receive, or use any Service to:

1. Take any action or upload, post, transmit, promote, or distribute any illegal Content;
2. Take any action or upload, post, transmit, promote, or distribute any Content that infringes or violates any third party rights;
3. Engage in, take any action associated with, or participate in any type of child solicitation, grooming behavior, pedophilia, or predatory behavior in any form.
4. Harass, stalk, threaten, embarrass, spam or do anything else to another user of any Services that is unwanted, such as repeatedly sending unwanted messages or making personal attacks or statements about race, sexual orientation, religion, heritage, etc.;
5. Take any action or upload, post, transmit, distribute, or communicate your or any person's real-world personal data;
6. Impersonate any person or entity, including, but not limited to, Journot Concept, Journot Concept's partners' or affiliates' employees, or falsely state or otherwise misrepresent your affiliation with a person or entity;
7. Take any action, organize, transmit any Content, effectuate or participate in any activity, or group that is harmful, tortuous, abusive, hateful (including "hate speech"), racially, ethnically, religiously or otherwise offensive, obscene, threatening, bullying, vulgar, sexually explicit, defamatory, libelous, infringing, invasive of personal privacy or publicity rights, encourages conduct that would violate a law or is, in a reasonable person's view, objectionable and/or deemed to be in the sole discretion of Journot Concept inappropriate;
8. Promote, upload, transmit, encourage or take part in any activity involving hacking, cracking, phishing, taking advantage of exploits and/or distribution of counterfeit software and/or Virtual Currency or virtual items.
9. Take any action or upload, post, transmit, promote, or distribute any Content or software code that may contain a Trojan horse, virus, worm, spyware, time bombs, cancelbots,

corrupted data, malware, malicious code, or other computer programs that may damage, interfere with, intercept, expropriate or disrupt the Services;

10. Take any action that permits you to collect personal data or aggregated and/or anonymized statistics of others;
11. Engage in disruptive behavior in chat areas, forums, or any other area or aspect of the Services.
12. Attempt to get a password, Account information, or other private information from anyone else. **As a reminder, Journot Concept employees will never ask you to reveal your password.**

Journot Concept may report certain incidents to law enforcement and other authorities.

Unless otherwise specified, there is no requirement or expectation that Journot Concept will monitor or record any online activity on the Services. Journot Concept reserves the right, but is under no obligation, to monitor communications within, through or across the Services. Journot Concept also reserves the right to access and/or record any online activity on the Services, and you give Journot Concept your express consent to access and record your activities. This includes, but is not limited to, your consent to access, record, and turn over any online activity where Journot Concept believes that disclosure is necessary to comply with the law, to combat fraud and/or to comply with a judicial proceeding, court order, or legal process served on Journot Concept or to comply with an order from a government entity or other competent authority, or when Journot Concept has reason to believe that a disclosure is necessary to address potential or actual injury or interference with Journot Concept's, your, or another user's rights, property, or operations, or to protect others who may be harmed or may suffer loss or damage.

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Terms of Service, if the Supplemental Terms for an API or Add-on directly conflict with specific terms and conditions in these Terms of Service or any other Supplemental Terms, the Supplemental Terms for an API or Add-on will control, but solely for purpose of the specific API and Add-on and not for any other purpose.

Customer may not use the software in any application or situation where the software failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High risk use"). Examples of high risk use include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems.

8. Paid services

Some Services require payment of a fee. You must pay the then-current applicable fees to access, participate in, or receive those Services, and you may be required to have an Account.

For information about fees for particular Services, including Membership fees, you should visit the particular pricing web page.

The fees displayed for Services are subject to change at any time and from time to time without notice except as set out below.

FEES ARE PAYABLE IN ADVANCE AND, EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW AND SUBJECT TO THE STATUTORY OBLIGATIONS, ARE NOT REFUNDABLE IN WHOLE OR IN PART.

Journot Concept reserves the right to change Journot Concept's fees or billing methods at any time and, in the case of periodic fees,

upon notice to you through your Account or through the Services as set out below.

If you are required to pay a periodic (e.g., monthly) Membership fee for a Service purchased from Journot Concept, then Journot Concept will provide you with at least thirty-five (35) days advance notice of any such changes. Your continued access to or receipt or use of the Service thirty-five (35) days or more after Journot Concept provides such notice of the changes means that you accept such changes. If any change is unacceptable to you, you may cancel your Membership at any time with such termination being effective at the end of the then-current Membership term or rolling period for which you previously paid, but Journot Concept will not refund any fees or prorate fees for any Membership except where a refund is required by applicable law.

If your access to or receipt or use of the Services is subject to applicable governmental charges (including but not limited to sales tax, value added tax (VAT), goods and service tax (GST) or other taxes), then you must pay for those charges. Your total price may include such governmental charges or such governmental charges may be separately identified from your paid Service(s) fees as shown during the payment process. Failure to invoice you for any such charges does not relieve you of the liability to pay such charges.

As the Account holder, you are responsible for all charges incurred on your Account, including, but not limited to, applicable taxes, and the fees for all purchases made by you or anyone that uses your Account.

9. Beta tests an free trials

In its sole discretion, Journot Concept may contact you to review and evaluate online features prior to commercial release for the purpose of identifying program errors and obtaining feedback. You will be asked to provide to Journot Concept certain feedback and suggestions regarding your evaluation of the feature(s). Your participation is subject to these Terms of Service and other applicable Supplemental Terms, such as a beta testing agreement and a non-disclosure agreement.

By accepting our invitation and testing the features, you also agree that to the extent permitted by law: (i) testing is at your own risk and you understand that the features may include known or unknown bugs, (ii) any value or content that you create through any test may be erased at any time, including, but not limited to, upon commercial release; and (iii) Journot Concept has no obligation to make these features available, or available without charge or to fix errors or bugs identified by you.

10. Availability of service and content; Application maintenance, patches, updates, termination of services

Journot Concept does not guarantee that any Services will be accessible or available at all times, in all countries and/or all geographic locations, at any given time, or that Journot Concept will continue to offer any particular Services for any particular length of time. Journot Concept reserves the right to change and update Content without notice to you. Journot Concept also reserves the right to refuse your request(s) to acquire Content, and to limit or block any request to acquire Content for any reason.

Journot Concept may patch, update, or modify a Service at any time with or without notice to you. Notwithstanding the foregoing, Journot Concept has no obligation to make available any patches, updates or modifications or correct any errors or defects in the Services. Journot Concept makes no guarantees about the persistence or availability of any user names or other personas at any time and assumes no liability for lost or deleted Account data. You agree that Journot Concept will not be liable for any interruption of the Services, delay or failure to perform, any loss of Content, and/or Account data resulting from any causes whatsoever. Journot Concept reserves the right to offer new Services, change and/or discontinue certain Services at any time in its sole discretion.

Journot Concept may restrict, suspend, or terminate your access to and receipt, use of some or any Services at any time.

In response to a violation of these Terms of Service, Journot Concept may issue you a warning, suspend or restrict certain features of your Account, selectively modify or remove or revoke Downloadable Content at an Account and/or device level, immediately terminate any and all Accounts that you have established and/or temporarily or permanently ban your Account, device, and/or machine from accessing, receiving or using all or certain Services.

Journot Concept may terminate your access to and/or receipt or use of the Services (i) for violating these Terms of Service; (ii) if Journot Concept, in its sole discretion, deems that your information is untrue, inaccurate, not complete or incomplete; (iii) if your access to or receipt or use of such Services infringes on or is suspected of infringing on another's rights or any intellectual property; or (iv) if you or your Account reflects inappropriate Content and/or violates these Terms of Service. Any and all Content will be considered

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You acknowledge that in such circumstances, Journot Concept is not required to provide you notice before taking action to restrict, suspend or terminate your access to or receipt or use of Services, and/or your Account. If Journot Concept terminates your Account, you may not access, receive or use any Service again without Journot Concept's express written permission. Journot Concept reserves the right to refuse to keep Accounts for, and provide Services to, any individual. You may not allow individuals whose Accounts have been terminated by Journot Concept to use your Account.

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Journot Concept has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Journot Concept of the site. Use of any such linked website is at the user's own risk.

12. Governing Law

These terms and conditions are governed by and construed in accordance with the laws of Switzerland and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location.

13. Modifications

Journot Concept may revise these terms of service for its website and software at any time without notice. By using this website you are agreeing to be bound by the then current version of these terms of service.

This document is effective as of December 16, 2020.