

Terms of Use

Effective Date: September 22, 2020

Legal Binding Agreement

By using any Jasper Innovative Solutions' (hereinafter referred to as "JIS") on-line service, including, but not limited to, e-commerce site, website or MY JIS (hereinafter referred to as "Service") you agree to the following Terms of Use and understand that this is a legal binding agreement between you and JIS, JIS' related entities, directors, parent company, shareholders, service providers, vendors, employees, representatives and partners (hereinafter referred to as "Affiliates"). It is important that you review JIS' Terms of Use regularly, as the Terms of Use may be updated periodically.

Acceptable Use

By utilizing any JIS' Service you agree to use the Service for its intended purpose and not to engage in any behavior that:

- is a violation of law,
- violates the Terms of Use,
- impedes access by other users,
- damages or disables the Service, or
- circumvents or attempts to circumvent JIS' or Affiliate's security to access confidential or non-public information.

It is prohibited to post or exchange (send, publish, transmit, submit, or receive) information or materials (hereinafter referred to as "data"), while using any JIS Service, that:

- is indecent, obscene, or pornographic;
- is offensive, threatening, abusive, harassing or defamatory;
- exploits or harms minors;
- shares personally identifiable information of third-parties (for example: name, phone number, address, social security number) not directly connected to and required for a legitimate transaction with JIS;
- is a personal, commercial or political solicitation;
- uses malware, viruses, trojans or any other destructive instrument;
- expresses a desire to commit or promotes criminal activity.

JIS reserves the right, at its sole discretion, to make the determination of prohibited data and unacceptable behavior. JIS reserves the right to monitor the use of its Services to ensure your compliance with the Terms of Use; to remove any data that violates the Terms of Use; and to terminate your account(s) and/or refuse access, without notice, to Services for:

- any violation of the Terms of Use; and
- providing incorrect, false, misleading, outdated or incomplete information during account setup-up, modification or maintenance.

JIS may disclose information about you including account details, names, messages and any proof of violation of the Terms of Use, as is legally necessary, to comply with applicable laws, court orders, orders or requests from law enforcement agencies, and to ensure the safety of JIS' and JIS' Affiliates. You indemnify and release JIS from any liability for losses or damages resulting from JIS' disclosure that may occur as a result of your activity while using a JIS Service(s).

Data Use

By providing any information or media through the Service, you grant JIS a non-exclusive, perpetual, transferable, sub-licensable, fully paid up, royalty-free, and worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of that information or media. Such information or media includes **but is not limited to** pictures, contact information, specification of doors and hardware, inspection scores, and reports and summaries thereof.

Terminable At Will

In order to ensure we can protect and properly administer the Service, JIS has the right to disable or close any user account at any time and for any reason or for no reason. JIS' termination of your account does not void any of the terms in these Terms of Use.

Warranty Disclaimer

JIS MAKES NO REPRESENTATION NOR EXTENDS ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO SERVICES OR PRODUCTS PURCHASED, THE USE OF ANY SERVICE, TECHNOLOGY, OR OTHER SUBJECT MATTER CONTAINED HEREIN, AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

YOUR USE OF JIS' SERVICE(S), THE CONTENT CONTAINED THEREON, AND SERVICES AND PRODUCTS PURCHASED ARE MADE AVAILABLE "AS IS" AND NO GUARANTEE IS EXTENDED AGAINST ERRORS, DEFECTS, OR SECURITY RISKS. WARRANTIES ON PRODUCTS MAY BE AVAILABLE FROM THE MANUFACTURER. JIS EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY YOUR USE OR PURCHASE OF JIS' SERVICES OR PRODUCTS.

You are responsible for protecting your data and the devices you use on the Internet against malware and other risks that may harm your device(s). JIS bears no responsibility for your use of the Internet or JIS' Service(s).

Jurisdictional Disclaimer

IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING RELEASE, THEN THE FOLLOWING APPLIES. FOR EXAMPLE, (1) CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THIS AGREEMENT, WAIVE THE APPLICABILITY OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER,

WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY" AND (2) NEW JERSEY RESIDENTS MUST, AS A CONDITION OF THIS AGREEMENT, WAIVE THE APPLICABILITY OF THE TRUTH IN CONSUMER CONTRACT, WARRANTY, AND NOTICE ACT (X) SECTIONS 15, WHICH STATES, AMONG OTHER THINGS, THAT "NO SELLERS...SHALL IN THE COURSE OF HIS BUSINESS OFFER TO ANY CONSUMER OR PROSPECTIVE CONSUMER OR ENTER INTO ANY WRITTEN CONSUMER CONTRACT OR GIVE OR DISPLAY ANY WRITTEN CONSUMER WARRANTY, NOTICE OR SIGN...WHICH INCLUDES ANY PROVISION THAT VIOLATES ANY CLEARLY ESTABLISHED LEGAL RIGHT OF A CONSUMER OR RESPONSIBILITY OF A SELLER..." AND (X) SECTION 16, WHICH STATES, AMONG OTHER THINGS, THAT "...NO CONSUMER CONTRACT, NOTICE OR SIGN SHALL STATE THAT ANY OF ITS PROVISIONS IS OR MAY BE VOID, UNENFORCEABLE OR INAPPLICABLE IN SOME JURISDICTIONS WITHOUT SPECIFYING WHICH PROVISIONS ARE OR ARE NOT VOID, UNENFORCEABLE OR INAPPLICABLE WITHIN THE STATE OF NEW JERSEY...". YOU HEREBY WAIVE, AS APPLICABLE, THESE SECTIONS OF THE CALIFORNIA CIVIL CODE AND NEW JERSEY TRUTH IN CONSUMER CONTRACT, WARRANTY, AND NOTICE ACT. YOU HEREBY WAIVE ANY SIMILAR PROVISION IN LAW, REGULATION, OR CODE THAT HAS THE SAME INTENT OR EFFECT AS THE AFOREMENTIONED PROVISIONS.

Intellectual Property

JIS is the owner of and will retain ownership of all proprietary rights of every kind and nature however denominated throughout the world, registered or unregistered, associated with all of our trademarks, service marks, trade dress, logos, branding, and any other content on the Service. The Service may also contain various third-party names, trademarks, and service marks that are the property of their respective owners. Except as expressly and unambiguously provided herein, JIS does not grant you any express or implied rights, and all rights in and to the trademarks, service marks, trade dress, logos, branding, and any other content on the Service are retained by their respective owners.

Limitation of Liability

Neither JIS nor its Affiliates, under any circumstance, shall be liable or responsible for any incidental, direct, indirect, punitive, actual, consequential, special, exemplary, or other damage, which includes loss of revenue or income, pain and suffering, emotional distress, or other damage.

Indemnification

If you violate the Terms of Use, you agree to indemnify, defend and hold harmless JIS and its Affiliates, against all claims, causes of action, settlement costs, loss, cost, or liability of any kind (including attorney fees) to the extent arising out of the violation of the Terms of Use.

Law and Jurisdiction

The Terms of Use will be governed by the laws of the State of Indiana. In the event of a legal dispute concerning the Terms of Use, the use or purchase of any JIS' product or Service or any other legal matter, you agree to a venue in a court located in Dubois County, Indiana.