

## TERMS AND CONDITIONS

Welcome to JEcholsBrand!

Thank you for your Interest In JEcholsBrand, and entity of JWECHOLS, LLC (Hereinafter referred to as "The Company", "Company", "we", or "us").

By accessing any areas of [JEcholsbrand.com] (the "Website(s)"), or using any "The Company's" JEcholsbrand and services ("Services"), the Website(s) and Service(s) collectively the "Platform", you agree to be legally bound and to abide by the terms and conditions set forth below (these "Terms and Conditions" or "Terms") including any subsequent modifications to them. Certain features of the Website may be subject to additional guidelines, terms, or rules, which will be posted on the Website in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

THESE TERMS AND CONDITIONS GOVERN YOUR USE OF THE WEBSITE. BY ACCESSING OR USING THE WEBSITE, YOU ARE ACCEPTING THESE TERMS, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS. YOU MAY NOT ACCESS OR USE THE SITE OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OF AGE. IF YOU ARE AN ENTITY, ORGANIZATION OR COMPANY, THE INDIVIDUAL ACCEPTING THESE TERMS ON YOUR BEHALF REPRESENTS AND WARRANTS THAT THEY HAVE AUTHORITY TO BIND YOU TO THESE TERMS AND YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE SITE.

THESE TERMS REQUIRE THE USE OF ARBITRATION (SECTION 14) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. THESE TERMS ALSO INCLUDE A LIMITATION OF LIABILITY (SECTION 3) FOR ALL CLAIMS FOR DAMAGES AGAINST "THE COMPANY" THAT MAY ARISE OUT OF YOUR USE OF THE PLATFORM.

The Platform is owned and operated by JWECHOLS, LLC, a Georgia (USA) limited liability company. Any references herein to JWECHOLS, LLC, [JEcholsbrand], "The Company", "Company," "we," "our," or "us" shall be deemed to refer to the Platform and/or JWECHOLS, LLC, as applicable under the circumstances.

Note to Social Media Users. When posting information to or otherwise communicating via that page or your own social media page, your activities online are subject to the Terms and Conditions, User's Agreement, or other terms and conditions imposed by that social media website, which may contain terms and conditions different from these Terms and Conditions. Please see the following pages for further details:

- <http://www.facebook.com/legal/terms> (Facebook's Statement of Rights and Responsibilities);
- [http://www.linkedin.com/legal/user-agreement?trk=hb\\_ft\\_userag](http://www.linkedin.com/legal/user-agreement?trk=hb_ft_userag) (LinkedIn's User's Agreement);
- <https://twitter.com/tos> (Twitter's Terms and Conditions); and
- <http://www.google.com/intl/en/policies/terms> (Google's Terms and Conditions)]

All references in these Terms and Conditions to "The Company", "[WEBSITE URL]," and/or "the Website(s)" shall be deemed to include both the Website(s) and any and all social media pages maintained from time to time by "The Company" or its affiliates.

## **1. OUR SERVICES; TERMS OF SALE**

**Our Services.** JEcholsbrand offers products through the Websites and through social media pages maintained by us on Facebook, LinkedIn, and elsewhere. We reserve the right to refuse service for any reason at any time.

**Pricing and Availability.** All prices for products (and the associated costs for tax) may be shown in U.S. dollars. All products are subject to availability and we reserve the right to impose limits on any order, to reject all or part of an order, and to discontinue Services and any product without notice. "The Company", at its sole discretion, may make promotional offers with different specifications and different rates to any of our customers. All prices are subject to change without notice as the Company deems necessary for Company's business at any time.

**Errors.** We attempt to be as accurate as possible; however, we do not warrant that all product descriptions, or other information on the Platform is accurate, complete, current, or error-free. If a product offered by "The Company" is not as described, your sole remedy is to discontinue use of the product and seek a refund, if available. In the event of an error, whether on this Website or otherwise, we reserve the right to correct such error.

## **2. INTELLECTUAL PROPERTY**

**In General.** You acknowledge that JWECHOLS, LLC owns all right, title, and interest in and to the Platform, including without limitation all intellectual property rights, and such rights are protected by U.S. and international intellectual property laws. You agree that you will not copy, reproduce, alter, modify, or create derivative works from any portion of the Platform. Such rights derive from any of our copyrights, trademarks, patents, trade dress, and other such intellectual property rights that we may have with regard to the Platform.

Additionally, you acknowledge that these Terms do not convey or grant you any rights to use or reference in any manner JWECHOLS, LLC's or JEcholsbrand name(s), logos, trademarks, product names, and/or service names.

All trademarks not the property of "The Company" which may appear on the Platform are the property of their respective owners. The use of any such trademarks by "The Company" is not meant to constitute affiliation, endorsement, or approval by such company with "US" or the Platform as a whole.

**Use of Marks and Identification.** You agree that we may identify you as a customer of "The Company" and may use your name, likeness, logo, trademarks, trade names, and other similar identifying material in our customer list, blog posts, press releases, advertisements, and Websites.

**Survival.** This Section 2 shall survive termination of these Terms.

### 3. DISCLAIMERS AND LIMITATION OF LIABILITY

You expressly agree that use of the Services is at your sole risk. Neither "The Company" nor its affiliates, nor any of their members, managers, owners, officers, directors, employees, agents, third-party content providers, merchants, licensees, licensors, assigns, subsidiaries, suppliers, partners, advertisers, sponsors, or affiliates, including, without limitation, all parties involved in creating, producing, and/or delivering this Platform and/or Services and/or contents available on this Platform, and/or payments made through the Platform (collectively "Providers"), or the like, warrant that this Platform will be uninterrupted or error free, nor do they make any warranty as to any of the Services, or as to the accuracy, reliability, or currency of any information, content, service, or merchandise provided through this Website.

**Disclaimer of Warranties (Service Is Provided "As Is").** YOUR ACCESS TO AND USE OF THE PLATFORM PROVIDED BY "THE COMPANY" ARE AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE PLATFORM (INCLUDING THE ABILITY TO PURCHASE SERVICES) JWECHOLS, LLC PROVIDES ARE STRICTLY PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING, JWECHOLS, LLC DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY "THE COMPANY" AND ITS PROVIDERS. "THE COMPANY" MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY CONTENT MADE AVAILABLE ON THIS PLATFORM. JWECHOLS, LLC DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THIS PLATFORM WILL BE SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE, (B) THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY CONTENT, MATERIALS, DATA, OR INFORMATION OBTAINED BY YOU THROUGH "THE COMPANY" WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY SERVICES, INFORMATION, CONTENT, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH "THE COMPANY" WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) JWECHOLS, LLC OR THE SERVER(S) THAT MAKE OUR WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

**Limitation of Liability and Indemnification.** IN NO EVENT SHALL "THE COMPANY'S" AGGREGATE LIABILITY EXCEED THE LESSER OF THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE THREE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL "THE COMPANY" OR ITS PROVIDERS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, "THE COMPANY", INCLUDING, BUT NOT LIMITED TO, THE USE, MISUSE OR INABILITY TO USE THIS WEBSITE OR FOR ANY CONTENT, MATERIALS, SERVICES, OR OTHER INFORMATION OBTAINED FROM OR THROUGH JWECHOLS, LLC, OR FOR ANY INTERRUPTION, INACCURACY, ERROR, OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF JWECHOLS, LLC OR ITS PROVIDERS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR CERTAIN OTHER TYPES OF DAMAGES, SO THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD "THE COMPANY" AND ITS PROVIDERS HARMLESS FROM ALL LIABILITIES, CLAIMS, AND EXPENSES, INCLUDING ATTORNEYS' FEES, THAT MAY ARISE FROM (A) YOUR USE, MISUSE OR INABILITY TO USE THIS PLATFORM OR FOR ANY CONTENT, MATERIALS, SERVICES OR OTHER INFORMATION OBTAINED FROM OR THROUGH JWECHOLS, LLC AND (B) YOUR VIOLATION OF THESE TERMS AND CONDITIONS, AND (C) YOUR VIOLATION OF APPLICABLE LAWS OR REGULATIONS. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES. YOU AGREE NOT

TO SETTLE ANY MATTER WITHOUT THE PRIOR CONSENT OF "THE COMPANY". WE WILL USE REASONABLE EFFORTS TO NOTIFY YOU OF ANY SUCH CLAIM, ACTION OR PROCEEDING UPON BECOMING AWARE OF IT.

INTERNET DELAYS. USE OF THIS PLATFORM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. "THE COMPANY" AND ITS PROVIDERS ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

**Force Majeure.** In addition to any excuse provided by applicable law, "The Company" and its Providers shall be excused from liability for non-delivery or delay in delivery of Services available through this Platform arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to: labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

**Links to Third Party Sites.** This Platform may contain links to third party sites. These links are provided for convenience purposes and are not under the control of "The Company". If you choose to link to such third-party websites, we make no warranties, either expressed or implied, concerning the content of such sites, including the operations, programming, and conduct of transactions over such sites. "The Company" does not warrant that such sites or content are free from any claims of copyright or other infringement or that such sites or content are devoid of viruses. "The Company" disclaims all liability of any kind whatsoever arising out of your use of, or inability to use, such third-party websites, the use of your information by such third parties, and the security of information you provide to such third parties.

**Informational Disclaimer.** The content on the pages of the Platform may contain information (e.g. blog posts) related to different industries. The content is for general information only. Content may change, be updated at any point without any notice. None of the facts or opinions on the Platform are given with the intent to substitute advice from professionals, where applicable. It is possible that the information provided on the Platform or a linked website is inaccurate, may contain typographical errors, or may be out of date. You agree that JWECHOLS, LLC shall not be liable for any such inaccuracies, typos, or any other errors on the Platform. "The Company" is also under no obligation to update or correct any information.

**International Use.** Although this Platform may be accessible worldwide, those who choose to access this Platform from other locations do so on their own initiative and at their own risk. If you choose to access this Platform from outside the United States, you are responsible for compliance with local laws in your jurisdiction, including but not limited to, the taxation of Services purchased over the Internet. Any offer for any Service and/or information made in connection with this Website is void where prohibited.

#### **4. CONTENT AND COPYRIGHT OWNERSHIP**

**Copyright and Limited License.** Unless otherwise indicated, this Platform and all content and other materials therein, including, without limitation, the JWECHOLS, LLC logo and all designs, JWECHOLS, LLC 's trademarks and service marks, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Site Materials") are the proprietary property of JWECHOLS, LLC or its licensors or users and are protected by U.S. and international copyright laws.

You are granted a limited, non-sublicensable license to access and use this Platform and Site Materials for personal, informational, and shopping purposes only. Such license is subject to the Terms and Conditions and does not include: (a) any resale or commercial use of this Platform or Site Materials; (b) the collection and use of any Service listings, pictures, or descriptions; (c) the distribution, public performance, or public display of any Site Materials; (d) modifying or otherwise making any derivative uses of this Platform and the Site Materials, or any portion thereof; (e) use of any data mining, robots, or similar data gathering or extraction methods; (f) downloading (other than the page caching) of any portion of this Platform, the Site Materials, or any information contained therein, except as expressly permitted on this Platform; or (g) any use of this Platform or the Site Materials other than for its intended purpose. Any use of this Platform or Site Materials other than as specifically authorized herein, without the prior written permission of JWECHOLS, LLC, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms and Conditions shall be construed as conferring in any manner, whether by implication, estoppel, or otherwise, any title or ownership of, or exclusive use-rights to, any intellectual property or other right and any goodwill associated therewith.

**Third-Party Site Materials.** We may provide third party content on this Platform and links to web pages and content of third parties (collectively, "Third Party Site Materials") as a service to those interested in this information. We do not control, endorse, or adopt any Third-Party Site Materials and can make no guarantee as to its accuracy or completeness. You acknowledge and agree that "The Company" is not responsible or liable in any manner for any Third-Party Site Materials and undertakes no responsibility to update or review such Third-Party Site Materials. You agree to use such Third-Party Site Materials contained therein at your own risk.

**Advertisements and Promotions; Third-Party Products and Services.** We may display advertisements and promotions from third parties on this Platform or may otherwise provide information about or links to third-party products or services. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, privacy policies, warranties, or representations associated with such dealings or promotions, are solely between you and such third party. "The Company" is not responsible or liable for any loss or damage of any sort incurred as the result of such dealings or promotions or as the result of the presence of such non-Company advertisers or third-party information on this Website.

**Your Content.** You own the rights to anything you post (Your "User Content") to the Platform, including text and photographs. You do, however, grant JWECHOLS, LLC an irrevocable, non-exclusive, worldwide, perpetual, royalty-free license to use, modify, display, transmit, distribute, publish, sublicense, copy, store, provision into and/or reproduce, and create derivative works from all User Content you provide to us, in any media now known or hereafter devised, as part of the Platform or any of our Services.

Furthermore, by transmitting any message, communication, information or data including photos, contact information, or text, and any other User Content, you grant JWECHOLS, LLC and its affiliates a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any intellectual property content to collect, use, store, handle, reproduce, display, perform, and transmit such User Content for the purpose of providing the Platform and Services we provide. You represent and warrant, and can demonstrate to JWECHOLS, LLC's full satisfaction upon request that you (a) own or otherwise control all rights to all User Content, or that the User Content is in the public domain, (b) have the permission to use the name and likeness of each identifiable individual person in such User Content and to use such individual's identifying or personal information as contemplated by these Terms, and (c) are authorized to grant all of the aforementioned rights to the User Content to JWECHOLS, LLC.

You agree that "The Company", in its sole discretion, has the authority to remove any User Content if in our sole discretion, the User Content is inaccurate, vulgar, defamatory, or otherwise inappropriate. If you believe that User Content you find on the Platform is inappropriate or otherwise inaccurate, please let us know at Eipm08@gmail.com.

**DMCA Policy.** JWECHOLS, LLC respects the intellectual property rights of others and expects its users to do the same. Pursuant to this goal and the Digital Millennium Copyright Act (DMCA). 17 U.S.C. Section 512(c), a copyright owner may submit a takedown request with the listed DMCA Agent below. Infringers of our copyright policies listed herein and, in our Terms, may lead to the termination of said infringer's account.

To submit a valid DMCA notification, please follow the instructions below:

- A physical or electronic signature of the copyright holder/owner or someone authorized to act on behalf of the owner who has been allegedly infringed;
- Identification of the copyrighted work or list of works in question which the owner claims was infringed, the infringing material that the copyright holder wants removed, and information sufficient for the service provider (i.e. Company) to locate the works in question (e.g. the URL of the page in question)
- Information reasonably sufficient to permit the service provider to contact the complaining party such as name, physical address, email address, phone number, and fax number;
- A statement that the complaining party, in good faith, believes that the content in question and the use of the material in the manner complained is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in your notification is accurate and under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

THIS DMCA NOTIFICATION PROCEDURE IS NOT TO BE ABUSED. IF YOU KNOWINGLY MISREPRESENT THAT THE MATERIAL IN QUESTION IS INFRINGING, YOU MAY BE SUBJECT TO CIVIL PENALTIES SUCH AS MONETARY DAMAGES AND ATTORNEYS' FEES.

Send all notifications pursuant to this section to our DMCA Agent.

JEcholsbrand  
I/c/o JWEchols, LLC  
Attn: Legal Department  
691 John Wesley Dobbs Ave  
V-38  
Atlanta, GA 30312

## **5. YOUR USE OF THE PLATFORM**

**Your Conduct.** The Platform is made available to you for commercial use. Such use must be in compliance with all applicable laws and rules and regulations of the applicable jurisdiction and must not infringe or violate third party rights. Any unauthorized use of the Platform is a violation of these Terms and potentially federal and state laws. Such violations may subject the unauthorized user and his or her agents to civil and criminal penalties.

Examples of unauthorized activities on the Platform include but are not limited to:

- Impersonating on behalf of any person or entity or otherwise misrepresenting yourself;
- Stalking, intimidating, threatening, or harassing or causing discomfort to other users of the Platform;
- Forging any TCP/IP packet header or any part of the header information in any email;
- Attempting to probe, scan, or test the vulnerability of any Company system or network or breach any security or authentication measures;
- Circumventing or attempting to circumvent any filtering, copy protection mechanisms, security measures, or other features we may adopt for the Platform, other users, or third parties;
- You may not deep-link to any portion of the Platform (including, without limitation, the purchase path for any Company Service) for any purpose without our express written permission.

**Your Use of The Platform.** The Services and Platform that we offer is provided only for your commercial use. You are responsible for all or your activity in connection with such services. You shall not (and shall not permit any third party to) (a) take any action or (b) upload, download, post, submit otherwise distribute or facilitate distribution of any content on or through the Platform that: (i) infringes any patent, trademark, trade secret, right in confidential information, copyright, right of publicity or other right of any other person or entity; (ii) violates any law or contractual duty or that you know is false, misleading, untruthful or inaccurate; (iii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, or otherwise inappropriate as determined solely by "The Company"; (iv) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming"); (v) involves commercial activities and/or sales without our prior written consent; (vi) contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damages, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of "The Company" or any third party; (vii) or impersonates any person or entity, including any employee or representative of "The Company". Additionally, you shall not: (a) take any action that imposes or may impose (as determined by "The Company", LLC in its sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (b) interfere or attempt to interfere with the proper working of the Platform and Services that we provide or any activities conducted on the Platform; (c) bypass any measures we may use to prevent or restrict access to the Platform (or other accounts, computer systems or networks connected to the Platform); or (d) run any form of auto-responder or "spam" on the Platform. You also agree that you will only use the Platform in accordance with these Terms and all applicable laws.

**You Agree Not to Reverse Engineer.** You agree not to violate, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any aspect of the Platform for any reason—or to attempt or assist another person to do so.

**Federal, State, International Regulation Compliance.** Company may be deemed a provider of "interactive computer services" as defined by the Communications Decency Act. 47 U.S.C. Section 230. Pursuant to this law, Company is not responsible for User Content (e.g. guest blog posts or comments on blogs). Therefore, Company's liability for causes of action such as defamation, libel, product disparagement, and others arising out of User Content is limited. Company does not warrant the accuracy of such User Content and does not assume legal responsibility or liability for any User Content including responsibility or liability for investigating or verifying the accuracy of User Content.

You additionally agree to abide by all tax regulations, covenants, licenses, and restrictions applicable to your jurisdiction. With regard to European customers, you may be required to provide information to assist Company in collecting VAT or other indirect taxes, or evidence of your exemption from such taxes.

## **6. SUBMISSION OF IDEAS**

Any questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials, or other information about Company, the Website(s), and our Services (collectively, "Ideas") that you submit, whether posted to this Platform or provided to the Company by email or otherwise are entirely voluntary, non-confidential, gratuitous, and non-committal. The Company shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of Ideas for any purpose, commercial or otherwise, without acknowledgment or compensation to you. Do not send us Ideas if you expect to be paid or want to continue to own or claim rights in them; your Ideas might be great, but we may have already had the same or similar idea and we do not want disputes.

## **7. LINKS**

You are granted a limited, non-exclusive right to create text hyperlinks to this Platform for noncommercial purposes, provided such links do not portray "The Company" in a false, misleading, derogatory, or otherwise defamatory manner and provided further that the linking site does not contain any obscene, pornographic, sexually explicit, or illegal material or any material that is offensive, harassing, or otherwise objectionable. This limited right may be revoked at any time. In addition, you may not use our logo or other proprietary graphics to link to this Platform without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any Company trademark, logo, or other proprietary information, including the images found at this Website, the content of any text or the layout/design of any page or form contained on a page on this Website without our express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or proprietary right of "The Company" or any third party.

"The Company" makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature, or reliability of embedded content, third-party websites accessible via hyperlink, or websites linking to the Platform. Such sites are not under the control of "The Company" and we are not responsible for any embedded content or the content of any linked site or any link contained in a linked site, or any review, changes, or updates to such sites. "The Company" and its users may provide these links as a convenience to you, but the inclusion of any link does not imply affiliation, endorsement, or adoption by us of any site, or any information contained therein. When you visit other sites via links or embedded content, you should understand that our terms and policies no longer govern and that the terms and policies of those third-party sites will now apply. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from this Platform.

## **8. CONFIDENTIALITY**

In the course of providing Services, and information via this Website, we may deliver to you content, materials, and other information that is confidential, proprietary to "The Company", or which constitutes a "trade secret" of "The Company" ("Confidential Information"). You agree that you will hold all Confidential Information in trust for "The

Company", that you will not publish, disseminate, or otherwise disclose Confidential Information to any person, firm, or entity, and that you will not use Confidential Information to compete with "The Company" or in any other way detrimental to "The Company". Without limiting the generality of the foregoing, "Confidential Information" includes any and all information relating to our Services, information (whether in written or electronic form) delivered to you in the course of rendering Services to you, Site Materials, trade secrets, marketing and business plans, strategies, vendors, customers, management and personnel, but does not include information in the public domain other than by reason of a breach of these Terms and Conditions. In the event you receive a subpoena or court order to disclose any Confidential Information, you will deliver prompt written notice to "The Company" and will cooperate with our attempts to obtain a protective order or other similar protection for the Confidential Information. This provision shall survive any termination for a period of five (5) years.

## **9. PRIVACY AND COMMUNICATION**

In accordance with the terms of our Privacy Policy, "The Company" respects the privacy of its users. To view our Privacy Policy, which is incorporated into these Terms by reference, click here: **[REFER TO PRIVACY POLICY]**

You acknowledge and agree that we may occasionally send you communications such as emails, both for commercial and transactional purposes, regarding your account, Services, purchases, or the Platform.

## **10. TERMINATION**

Notwithstanding any of these Terms and Conditions, we reserve the right, without notice and in its sole discretion, to terminate your license to use this Website and to block or prevent your future access to, and use of, this Platform.

All terms of this agreement which by their nature extend beyond their termination shall remain in effect until fulfilled and apply to respective successors and assigns.

## **11. USAGE BY CHILDREN AND MINORS**

"The Company" cannot prohibit minors from visiting this Website. "The Company" must rely on parents, guardians, and those responsible for supervising children under 18 to decide which materials are appropriate for such children to view and/or purchase.

"The Company" requires that all inquiries be made either: (i) by individuals [18] years of age or older, or (ii) by minors under 18, through a Company authorized affiliated program that permits parents and other guardians to both pay for the purchases of minors and give verifiable permission for such minors to make inquiries on our site and for the collection by us of certain information in accordance with the terms of our privacy policy. EACH TIME YOU MAKE AN INQUIRY FOR SERVICES FROM US, YOU ARE REPRESENTING TO US THAT YOU ARE EITHER (I) AN INDIVIDUAL 18 YEARS OF AGE OR OLDER, OR (II) A MINOR UNDER [18] WHO IS MAKING AN INQUIRY THROUGH A COMPANY AUTHORIZED AFFILIATED PROGRAM THAT PERMITS PARENTS AND OTHER GUARDIANS TO BOTH PAY FOR THE SERVICES REQUESTED BY MINORS AND GIVE VERIFIABLE PERMISSION FOR SUCH MINORS TO REQUEST SERVICES ON OUR SITE AND FOR THE COLLECTION BY US OF CERTAIN INFORMATION IN ACCORDANCE WITH THE TERMS OF OUR PRIVACY POLICY.

## 12. APPLICABLE LAW

These Terms and Conditions and this Website are created and controlled by JWECHOLS, LLC, a limited liability company organized in the State of Georgia, U.S.A. As such, the laws of the State of Georgia, U.S.A., will govern these Terms and Conditions, without giving effect to any principles of conflicts of laws. Subject to Section 14, you hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction and venue of the courts of the State of Georgia, U.S.A., for any litigation arising out of or relating to use of or purchase made through JWECHOLS, LLC (and agree not to commence any litigation relating thereto except in such courts), waive any objection to the laying of venue of any such litigation in the courts of the County of Fulton, in the State of Georgia, U.S.A., and agree not to plead or claim in any court other than the County of Fulton in the State of Georgia, U.S.A., that such litigation brought elsewhere, has been brought in an inconvenient forum. The submission in this Section 12 herein shall not affect the right of "The Company" to take proceedings in any other jurisdiction nor shall the taking of proceedings in any jurisdiction preclude "The Company" from taking proceedings in any other jurisdiction.

## 13. MODIFICATION OF TERMS

We reserve the right to change these Terms and Conditions at any time. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by posting the revised Terms and Conditions on this page. You acknowledge and agree that it is your responsibility to review this Site and these Terms and Conditions regularly and to be aware of any modifications. Your continued use of the site after such modifications will constitute your: (a) acknowledgment of the modified Terms and Conditions; and (b) agreement to abide and be bound by the modified Terms and Conditions.

## 14. DISPUTE RESOLUTION

Please read this dispute resolution section (this "Arbitration Agreement") carefully. It is part of your contract with "The Company" and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

**Applicability of Arbitration Agreement.** All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any Service provided by us that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and the Company, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of Services or products provided under the Terms.

**Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the Company should be sent to: United States Corporation Agents, Inc. 1420 Southlake Plaza Dr., Morrow, GA, 30260. After the Notice is received, you and the Company may attempt to resolve the claim or dispute informally. If you and the Company do not resolve the claim or dispute within thirty

(30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

**Arbitration Rules.** Arbitration shall be initiated through the American Arbitration Association (“AAA”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules (“Arbitration Rules”) governing the arbitration are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of the primary office of the Company, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that we made to you prior to the initiation of arbitration, we will pay you the greater of the award or \$2,500.00. Each party shall bear its own costs (including attorney’s fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

**Additional Rules for Non-Appearance Based Arbitration.** If non-appearance-based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

**Time Limits.** If you or the Company pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

**Authority of Arbitrator.** If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and the Company, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and the Company.

**Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and the Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND JWECHOLS, LLC WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

**Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

**Confidentiality.** All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

**Severability.** If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

**Right to Waive.** Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

**Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with "The Company"

**Small Claims Court.** Notwithstanding the foregoing, either you or JWECHOLS, LLC may bring an individual action in small claims court.

**Emergency Equitable Relief.** Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

**Claims Not Subject to Arbitration.** Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

**Courts.** In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Forsyth County, Georgia for such purpose.

## **15. ELECTRONIC COMMUNICATIONS**

The communications between you and "The Company" use electronic means, whether you use the Website or send us emails, or whether "The Company" posts notices on the Website or communicates with you via email. For contractual purposes, you (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you

electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

## **16. GENERAL**

The provisions of these Terms and Conditions are intended to be severable. If for any reason any provision of these Terms and Conditions shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

No joint venture, partnership, employment, or agency relationship exists between you and "The Company" as a result of these Terms and Conditions. The failure of "The Company" to enforce any right or provision in these Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

These Terms and Conditions, together with any applicable policies, comprise the entire agreement between you and JWECHOLS, LLC and supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

## **17. CONTACTING US**

If you have any questions about these Terms and Conditions or your dealings with this Website, please feel free to email us at [jechols@jecholsbrand.com](mailto:jechols@jecholsbrand.com).

These Terms and Conditions were last modified on November 25, 2019.