

Terms and Conditions

JYVE, L.L.C. ("**Jyve**") has created this application to provide an online platform for bands, venues, promoters and other music professionals. The terms "**Jyve**", "**we**" and "**us**" refer to JYVE, L.L.C., a South Carolina limited liability company.

To assist you in using our Application and associated services, and to ensure a clear understanding of the relationship arising from your use of our App and participation in these services, we have created (i) these Terms and Conditions of Use (the "**Terms**") and (ii) a Privacy Policy. Our Privacy Policy explains how we treat information you provide to us through the App, and our Terms govern your use of our App. Our Terms and Privacy Policy apply to any visitor to the Application (collectively, "**you**"), including (i) casual visitors to our App, who do not participate in the Services ("**App Visitors**"), (ii) bands and other music professionals who visit the App to promote, introduce, and air their works, (iii) agents who visit the App on behalf of the of bands and other music professionals whom they represent, and (iv) event promoters, licensors, music supervisors and anyone else engaged in booking or licensing music. The bands, other music professionals, agents, event promoters, licensors and music supervisors who are registered with our App are collectively referred to as Registered Members ("**Registered Members**").

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE YOU ACCESS OR USE THE APP. BY ACCESSING OR REGISTERING ON THE APP, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS OR REGISTER WITH OUR APP.

1. Your Agreement

These Terms govern (i) your use of the Application, (ii) your receipt of and participation in Jyve services through the Application (the "**Services**"), (iii) your provision of music, video, sound, text, graphics, files, information, or other content (the "**Content**") to others through the App; and (iv) your use of Content obtained through the App. Please read these Terms carefully; they impose legal obligations on you and on Jyve, and establish our legal relationship. By using the Services or accessing our Application, you are acknowledging that you have read and understood these Terms and agree to be legally bound by them.

While you can visit our App, and review a range of information about bands, bands other materials relating to the music industry, without registering, to post information on our App, and to obtain access to certain other materials or information from our App, we ask that you become a Registered Member.

In addition, if you become a Registered Member, during the registration process for your password (and from time to time as we may require) you may be prompted to click an “I Accept” button, which further confirms your agreement to be legally bound by these Terms.

2. Our Services: Overview

Our App is designed for networking within the music industry, making it easy for bands and promoters to connect with each other online. As an Band Registered Member, you can upload information about yourself to connect with promoters for performances, music conferences, songwriting competitions, licensing or recording opportunities, clubs, and other opportunities (“Listings”). You may utilize your account to connect with promoters, other bands and fans. Additionally, Registered Members who are promoters may upload information about the Listings. Furthermore, Registered Members who are bands may use our App to provide comments and/or feedback regarding the promoters and/or the Listings for which they have submitted.

Please read on for the specific terms and conditions under which we provide our Services. For example, for further information and terms concerning profiles, Members’ privacy controls, and Bands Reports, please review Section 4.1 (Privacy, Your Profile, and Privacy Controls), Section 10 (Technical Restrictions; Remedies), and Section 4.8 (EPK Visits Tracker). And please review our Privacy Policy for details concerning our uses of aggregate information, and other important information concerning our privacy and other data protection practices.

3. Obtaining a Password; Use of Your Password

3.1 Eligibility

You are eligible to register as a Registered Member at our App if (i) you are 13 years old or older, (ii) you hold requisite legal rights in the Content that you make available over the Application, as provided in Section 4.6 (Rights You Must Have in Your Content); and (iii) you agree to abide by our Terms and Privacy Policy.

3.2 Registered Member Acting in a Representative Capacity

If you are agreeing to this Privacy Policy and our Terms and Conditions of Use on behalf of a musical group, then (i) you represent and warrant that you have authority to act on behalf of, and to bind this musical group and (ii) for all purposes in this Privacy Policy and the Terms and Conditions of Use, the term “you” means your musical group on whose behalf you are acting.

3.3 Registered Members Under the Age of Majority

We recognize that some of our Registered Members will be eligible members between the ages of 13 and the age of majority (“Teen Band Members”). Some Teen Band Members may have a parent or Guardian acting on his or her behalf (“Parental Representative”). If you are agreeing to this Privacy Policy and our Terms and Conditions of Use as a Parental Representative on behalf of a Teen Band Member, then (i) you represent and warrant that you have authority to act on behalf of, and to bind this Teen Band Member and (ii) for all purposes in this Privacy Policy and the Terms and Conditions of Use, the term “you” means the Teen Band Member on whose behalf you are acting.

Other Teen Band Members may be acting each on his or her own behalf. If you are agreeing to this Privacy Policy and our Terms and Conditions of Use as a Teen Band Member, then we assume that you have parental consent to participate in our Services and otherwise use our App.

3.4. Multiple User Accounts

We recognize that some of our Registered Members may be an band(s) working with an agent, or other third party representative (“Agent”), who has been given the authority to act on behalf of the band(s). Agents who register an band on our App are warranting that they have the authority to do so. An agent who represents more than one Registered Member may have a “Multiple User Account” through which he or she can access the various Registered Member accounts that such Agent has been granted authority to access.

3.5. Protecting Your Password

Please keep in mind that we will treat anyone who uses your email address and password as “you.” We will provide this user with all of the rights and privileges that we provide to you, and we will hold you responsible for the activities of a person using your password. Therefore, we recommend that you maintain your email address and password in confidence, and that you refrain from disclosing this information to anyone who might “pretend” to be you with respect to the Services and your participation on our Application. Similarly, for Agents and Representative Members, we recommend that you maintain your client or group’s email address and password in confidence, and that you refrain from disclosing this information to anyone who might “pretend” to be you, your client or your group with respect to the Services and your participation on our Application.

We also ask that you notify us immediately if you suspect that someone is using your user name and/or password in this or any inappropriate manner.

4. Members; Profiles

Registered Members are invited to post Content to their EPKs or Listings, connect with each others and to fully enjoy our other Services for all purposes permitted in these Terms. The following specific provisions govern the creation and use of an EPK.

4.1. Privacy and Your EPK

Please choose carefully the information you post on your EPK, and that you provide to other App Visitors and Registered Members. When you make your EPK freely available to App Visitors and Registered Members, you should use discretion in including any information that personally identifies you, such as your telephone number, street address, last name, email address, and any geographically recognizable photographs.

4.2. Registered Member Comments/Feedback

Our Application allows Registered Members to provide comments or feedback regarding promoters and/or regarding Listings for which you have submitted, as well as comments from promoters. By providing comments/feedback, you grant us the right to publish your comments/feedback and to use your comments and feedback for the purposes of improving the use of the App.

4.3. Designating Content

As a Registered Member, you may designate Content for hosting and display on our App by uploading such content to your EPK. Please retain copies of your Content, as we will not necessarily preserve or return materials uploaded to our App.

4.4. Your Grant of Rights to Jyve

By posting Content, you grant us a royalty-free, non-exclusive, worldwide license, under your intellectual property rights, to use, copy, reformat, index, modify, display, and distribute your Content for purposes of providing our Services (as such services may change over time) and promoting our Application. No compensation will be paid with respect to our use of your Content under this grant.

You also hereby grant Jyve a non-exclusive, worldwide, royalty-free license to use your name and logo ("Brand Features"), in connection with (i) advertising and promoting your Content, and your bandic work generally via the App, and (ii) advertising and promoting our Application and Services. No compensation will be paid by Jyve with respect to our use of your Brand Features under this grant.

Jyve will not further distribute or use your Content or your name and logo for any purposes other than those specified in this section (Section 4.4) without your consent.

4.5. Your Grant of Rights to Other Registered Members For Noncommercial Purposes

By posting Content, you are also granting to all Registered Members (“Registered Member Licensees”) a royalty-free, non-exclusive, worldwide license, under your intellectual property rights, to use your Content, provided that a Registered Member Licensee meets and maintains each of the following conditions: (i) the Content in your EPK shall not be used for commercial purposes, (ii) no Content from your EPK shall be used outside of the Jyve Application, for example, at a URL that does not include “Jyve” as the top-level domain, and (iii) under no circumstances shall a Registered Member exercise these rights with respect to your Content by modifying or changing the Content in your EPK without your express permission. No compensation will be paid with respect to Registered Members’ use of your Content under this grant.

4.6. Rights You Must Have in Your Content

When you post Content to our App, either in your EPK or through other Services, you represent and warrant (i) that you hold all rights needed to grant required rights under Section 4.4 (Your Grant of Rights to Jyve) and Section 4.5 (Your Grant of Rights to Other Registered Members); (ii) that you own the copyright in all Content subject to copyright protection (or have been given needed permissions by the copyright owner, or use the Content under “fair use” principles); and (iii) that each person depicted in images or identified in text in your Content (if any), has provided you with consent to use the Content as set forth in these Terms.

4.7. Use of EPKs in Promotions

To promote and illustrate our Services and the App, therefore, we may choose to post on our Home Page, and in other areas of the App, EPKs and other Content of our Registered Members. We assume that Registered Members are interested in (or do not object to) publicizing their EPKs and related Content, and you acknowledge that we will be entitled to use these Registered Members’ profiles and Content in connection with our advertisements and promotions for the App.

4.8. EPK Visits Tracker

As a Service to our Registered Members, we may provide a record of visits or hits on the Registered Member’s EPK (“EPK Visits Tracker”). This information may be provided for the current month and/or historically for the year or the length of the Registered Member’s membership with Jyve. While a user may view a Registered Member’s EPK as many times as they want each day, only one “visit” will be tracked per day per user.

That way there won't be any inflation of the Registered Member's EPK Visits Tracker if someone opens that EPK over and over. Visits from homepage spotlights, emailed EPKs, and Jyve charts are counted. No personally identifiable information for the EPK visitor will be provided in association with the EPK Visits Tracker. Additionally, Jyve is under no obligation to provide an EPK Visits Tracker or any other information related to hits or visits to Registered Member EPKs.

4.9. Termination of Rights; Survival

Jyve does not claim ownership of the Content you post in your EPK or otherwise provide through the App. The licenses granted to us and to our Registered Members in this Section will terminate respectively at the time you completely remove the Content at issue from our App. This termination will not affect licenses to the Content granted by you before the time you completely remove the Content, and our Members (as well as Jyve) will continue to enjoy their rights under Section 4.4 (Your Grant of Rights to Jyve) and Section 4.5 (Your Grant of Rights to Members). For example, a Registered Member may include a photograph or videoclip from your EPK in their EPK to illustrate their mention of a concert that they performed with you. If you remove that Content from your EPK, the Registered Member may continue to use that photograph or videoclip, though other Registered Members who are not already using that Content may not make future use of that Content.

5. Jyve's Grant of Rights to You

In this Section, Jyve gives to Registered Members the rights and privileges they will need to participate fully in the networking, bandic, and communications goals of our Services.

5.1. Rights to Access and Participate in Services

Subject to your compliance with these Terms, Jyve hereby grants Registered Members the right to access and use the Application, and to participate in the Services. The Services and Application are for the personal, promotional and other use of individual Registered Members.

5.2. Rights to EPKs

Jyve grants to Registered Members, under Jyve's intellectual property rights, a non-exclusive, worldwide, royalty-free, non-transferable license to use, embed their Jyve EPKs or provide a link to their Jyve EPKs their personal Applications.

5.3. Available Software

Any software that is made available to use from the Services (“Software”) is the copyrighted work of Jyve and/or our suppliers. Use of the Software is governed by the terms of the end user license agreement, if any, which accompanies the Software (“License Agreement”). An end user will be unable to install any Software that is accompanied by or includes a License Agreement, unless he or she first agrees to the License Agreement terms. The Software is made available for download solely for use by end users according to the License Agreement. Any reproduction or redistribution of the Software not in accordance with the License Agreement is expressly prohibited.

5.4. Jyve Ownership; Reservation of Rights

By using this app you agree to not unlawfully use any content available on this Application and to otherwise abide by all terms and conditions of use contained on this Application. If you do not agree to these terms and conditions, please refrain from entering this Application.

In particular, and without limitation, you agree not to use the trademarks PROMOTER DROP BOX, SUPERSONIC EPK, and Jyve in any manner other than as may be specifically permitted by Jyve. You further agree not to use any of these trademarks in any manner that disparages or discredits Jyve. You understand that other terms, names, slogans, characters, designs, colors and/or sounds available on this Application may be trademarks of Jyve or their respective owners.

You further agree not to reproduce, modify, create derivative works from, transmit, distribute, transfer, display, perform, publish, and/or license any images, graphics, files, sounds, icons, text, logos, software, products, and/or services, obtained from or otherwise available on this Application unless you have obtained prior written authorization from Jyve to do so. You agree not to integrate any content available on this Application into other Applications, for example by means of “framing.” You agree not to reproduce, modify, create derivative works from, imitate, transmit, distribute, transfer, display, perform or publish any of the content of this Application, or license or permit others to do any of the foregoing. Examples of protected arrangements of digital content include, without limitation, the formatting and/or structure of this Application, the style, number and/or visual/contextual arrangement of data-entry boxes, visual and/or contextual arrangement and/or sequence of text, images, designs, icons, proportions and/or the style of text and design, and/or specific color combinations and/or arrangements found on this Application. All content available on this Application and the arrangement thereof is the exclusive property of Jyve, and/or its content suppliers, and is protected by U.S. and international copyright, trademark and trade dress law and the contract created by the provisions of this agreement.

You agree not to use in any way and/or induce any third party to use in any way any content or business models used on or available by reference to this Application, either for your own and/or a third party's commercial benefit, and in particular not for the offering of online music or entertainment promotion services or related commercial activities, such as, but not limited to, promotion or production of concerts, live musical performances of any type or live entertainment of any description.

You may use content provided on this Application as set forth in Section 5.1 (Rights to Access and Participate in Services) and Section 5.2 (Rights in EPKs).

6. Requests to Use Content

Any requests for use of content from this Application may be submitted in writing via email or mail to:

support@jyveapp.com

Jyve
1052 Gardner Road Suite 500
Charleston, SC 29407

Please be aware that we cannot process any requests that are not submitted in writing. We reserve the right not to respond to requests for permission to use content from this Application and, to the extent that we may choose to respond to such requests, we will typically require a minimum of 48 hours from submission before responding to any such requests.

7. Code of Conduct

Our App may provide EPKs, blogs, chat rooms, message boards, email services, and other services that allow you to interact with other App Visitors and Registered Members ("Interactive Services"). As a condition to your use of the Application, the Services, and the Content, including the Interactive Services, you agree to follow our Code of Conduct, set out below. Under this Code, you will not:

- Upload, email or otherwise transmit any images or other Content that are unlawful, obscene, harmful, hateful, invade the privacy of any third party, contain nudity or pornography, or are otherwise objectionable.
- Disseminate materials that impact or invade the privacy of others, such as photographs, video clips, sound recordings, personally identifiable information, or other materials that reveal personal, private or sensitive information about another person, without that person's consent.
- Submit material that is intentionally false, defamatory, unlawfully threatening, or unlawfully harassing.

- Infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy. Electronic materials – such as music, videos, games, images, and text in electronic form — can easily be copied, modified and sent over networks (such as the Internet). These electronic materials are thus extremely vulnerable to unauthorized distribution and copyright infringement. These materials may not be transmitted over the Application without the copyright owner's permission, or without a legitimate "fair use" justification for the transmittal.
- Transmit materials that contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer-programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.
- Use the Service to artificially generate traffic or page links to a Web App or for any other purpose not expressly allowed under these Terms.
- Use the Application in a manner that could disable, overburden, or impair the App or interfere with any other party's use and enjoyment of the App, such as through sending "spam" email.
- Seek to obtain access to any materials or information through "hacking," "data harvesting," or through other means we have not intentionally made available to you through the Application.
- Use the Application for any purpose that is unlawful or prohibited by these Terms. For example, you will not use the Application, Services, or Content to violate any law, statute, or regulation (including, without limitation, those governing export control, consumer protection, unfair competition, antidiscrimination, or false advertising).

We will enforce the above Code of Conduct wherever we deem necessary. Please understand, however, that Jyve does not control – and does not necessarily endorse — the Content found in any Interactive Service. When you participate in the Interactive Services, you do so at your own risk, and we expressly disclaim responsibility for the Content found in these Services.

7.1. Monitoring of Interactive Services; Removing Postings

We expect each user of our Application to act responsibly, and to respect the rights of others. We seek to protect the integrity and security of our computing systems, and the right to protect our community of Registered Members from claims of intellectual property infringement and other claims or threats, such as those detailed in our Code of Conduct. Toward these ends, we reserve the right in our discretion (i) to monitor your use of the Application, your profile, and email and other Content transmitted through the App, (ii) to restrict or foreclose access from certain Internet Apps or other resources, and (iii) to take other actions we deem necessary to protect our community of users and our resources. Due to this monitoring, you cannot expect that communications through our Application will remain "private" or otherwise free of our review. Please refer to our Privacy Policy for a precise statement concerning your expectations of privacy.

7.2. Filters; Blocking and Removal of Content

We have no – and assume no — obligation to monitor activities on our Application, please understand that we may employ filters designed to detect and block the transmission of messages that contain sexually explicit or otherwise inappropriate language. We reserve the right to edit, to refuse to post, or to remove any information or materials, in whole or in part, that we believe, in our sole discretion, are incompatible with our Code of Conduct.

7.3. Reports and Complaints

If you believe that a Registered Member or other user has acted inappropriately, such as by violating our Code of Conduct, you may report your concerns either via the links we have included on the App, or by contacting us in accordance with Section 25 (Contact Us). If we are notified by a Registered Member or App Visitor that he or she believes Content at the App does not comply with our Code of Conduct, we may investigate the allegation and determine in good faith, in our sole discretion, whether to remove or block access to such Content, or to take action with respect to person or persons responsible for posting the Content. We have the right (but not the obligation), in our sole discretion, to remove, relocate, change from public to private, or otherwise block or restrict any Content at any time, with or without notice, and without liability.

7.4. Revocation or Suspension of Use Privileges

We reserve the right at any time to terminate or suspend your access to some or all of the Interactive Services or the Application if you engage in activities that we conclude, in our discretion, breach our Code of Conduct.

Users should also understand that our Code of Conduct is based in many instances on principles of state and federal law. Users who violate our Code of Conduct accordingly may be exposed under these state and federal laws to criminal charges, and civil liability to harmed parties for compensatory damages and attorney's fees. Jyve reserves the right at all times to disclose information it deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, consistent with its Privacy Policy.

7.5. Member Disputes

You are solely responsible for your interaction with other Jyve App Visitors and Registered Members, both online or offline. We may monitor disputes between you and other Registered Members, but we have no obligation to become involved. If you have a dispute with one or more Registered Members, you release Jyve (and our officers, directors, agents, employees, subsidiaries, and affiliates) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

8. Privacy and Your Disclosure of Information in Interactive Areas

We value your privacy and the privacy of all our users. Please review our Privacy Policy for information on how we collect, use, and protect your personally identifiable information. These protections, however, do not apply to information you choose to disclose to other Members in our Interactive Areas. Although Registered Members are bound, under our Code of Conduct, to refrain from disseminating information from our Application and its Interactive Areas without permission, we cannot assure you that this will be the case. Therefore, you should disclose personally identifiable information advisedly. Please review our Privacy Policy for more information.

9. Advertisers; Links

We allowed certain companies and advertisers to place ads and information on our App, and to maintain profiles on our App (“Advertisers”). Although we have selected the Advertisers, we are not responsible for your choice to contact or do business with them. Your correspondence and dealings with Advertisers, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the Advertiser, and you agree that Jyve shall not be responsible or liable for any loss or damage incurred as the result of your dealings with Advertisers or as the result of the presence of such Advertisers on the App.

The Application may also contain links or produce search results that reference links to third party Applications (collectively “Linked Apps”). Jyve has no control over these Linked Apps or their content and does not assume responsibility or liability for any content, opinions, or materials available on Linked Apps. Jyve does not endorse the content of any Linked App, nor does Jyve warrant that a Linked App will be free of computer viruses or other harmful code that can impact your computer or other Web-access device. By using the Application to search for or link to another App, you agree and understand that such use is at your own risk.

10. Discounts and Special Offer

Any third party discounts or special offers offered, posted, linked, advertised or otherwise found on our App are solely between the offeree of such discount or special offer and the Registered Member who chooses to participate or pursue such discount or special offer. Jyve has no control, duty or obligation regarding such discounts or special offers.

12. Technical Restrictions; Remedies

Please keep in mind that, you must respect and comply with our specified file size, bandwidth and storage limitations for Content you submit and the profile you create. If we determine, in our discretion, that it is necessary, we will disable or take other related action concerning accounts that in our view are using excessive bandwidth or other system resources. In addition, we reserve the right, if we find it necessary (in our discretion), to delete or change a Member's username and URL address, and reserve the right to restrict the number of emails which a Member sends to other Members in any 24-hour period, if we believe, in our discretion, that the volume of email is too large.

13. Warranty Disclaimer

Jyve does not promise that the Application will be error-free or uninterrupted, or that the App will provide specific results from your use of any content, search, or link on it. The App, and all Services and Content within them are delivered on an "AS IS" and "AS AVAILABLE" basis. Jyve does not warrant or represent that third party materials (photos, event flyers, etc.) that you download from the Jyve app will be free of viruses or other harmful features.

JYVE DISCLAIMS (i) ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (ii) ANY RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, COMPLETENESS, OR LEGALITY OF INFORMATION AVAILABLE ON THE Application OR IN EPKS; AND (iii) ANY RESPONSIBILITY OR LIABILITY FOR HARM RESULTING FROM DOWNLOADING OR ACCESSING INFORMATION ON THE App, INCLUDING HARM CAUSED BY VIRUSES OR SIMILAR DESTRUCTIVE FEATURES. YOU EXPRESSLY AGREE THAT USE OF THE JYVE APP AND RELATED SERVICES IS AT YOUR SOLE RISK.

Please consider maintaining back-up copies of the Content or Professional Content you post on your profile.

14. Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, OR NEGLIGENCE, WILL Jyve BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF OR ARE RELATED TO YOUR USE OF THE JYVE APP, THE SERVICES, OR THE CONTENT.

You agree that injunctive relief shall provide you with a good and sufficient remedy for any complaints against Jyve arising out of its Services, and agree that you will not subsequently claim that such remedy or the remedy and damages limitations provisions of these Terms have “failed of their essential purpose.”

Our Registered Members may decide to engage in offline activities together, perhaps due to the relationships they have developed online. You agree to release and hold Jyve harmless from any and all losses, damages, rights, claims, and actions of any kind including, without limitation, personal injuries, death, or property damage, either directly or indirectly related to or arising from your participation in any such offline activities.

15. Indemnity

You agree to defend, indemnify, and hold Jyve and its subsidiaries, affiliates, officers, directors, agents, and employees harmless from any liability to third parties, including reasonable attorneys’ fees, arising from or related to your breach of these Terms.

16. Contact for Alleged Copyright Infringement

Jyve respects the intellectual property rights of others and requires that its users do the same. If you believe that Content on the Jyve App or other activity taking place on the App constitutes infringement of a work protected by copyright (a “Work”), as designated under the Digital Millennium Copyright Act (17 U.S.C. §512) (the “DMCA”), please notify us at support@jyveapp.com.

Your notice must comply with the DMCA. Upon receipt of a compliant notice, we will respond and proceed in accordance with the DMCA.

17. Additional Terms for Certain Services or Apps

We may offer certain Jyve Applications or Services that are subject to additional or different terms and conditions. We will notify you if the App or service you are accessing is subject to terms and conditions that differ from these Terms, and you will have the opportunity to decline to participate in such Apps or services, if you do not agree with the differing terms and conditions.

18. Modifications to these Terms

We may modify and change these Terms over time. We will not “retroactively” change these Terms, and any modifications we make shall take effect proactively, once you next access the Application. Please feel free to print out a copy of these Terms for your records.

19. Assignment

These Terms of Service shall not be assignable by you, either in whole or in part. Jyve reserves the right to assign its rights and obligations under these Terms.

20. Our Affiliates

We may choose to rely on and share information with companies closely related to us — our “Affiliates” — for certain purposes under these Terms. By “Affiliate,” we mean an entity that controls, is controlled by, or is under common control with Jyve, whether the control results from equity ownership, contract, overlapping management or otherwise. In this context, “control” means the ability to replace the officers or directors or otherwise materially influence or control management decisions. You agree that Jyve Affiliates will be entitled to enjoy our rights under these Terms and, in exchange, we agree that we will be responsible for our Affiliate’s conduct under these Terms, if our Affiliate fails to comply with any resulting obligations.

21. General

These Terms shall be governed in all respects by the laws of the States of South Carolina without giving effect to its conflicts of law provisions. Both parties submit to the personal jurisdiction of and venue in the state and federal courts in the State of South Carolina, in the judicial district that includes Charleston, South Carolina. The parties further agree that any cause of action arising under these Terms or our Privacy Policy shall exclusively be brought in such courts. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. Jyve’s failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. This agreement and the terms and conditions contained herein set forth the entire understanding and agreement between Jyve and you with respect to the subject matter hereof and supersede any prior or contemporaneous understanding, whether written or oral.

22. Duration of Rights

You will continue to enjoy your rights and to owe obligations under these Terms until (i) you cease your use of the Services, or (ii) your password is revoked or suspended for misconduct, as set out in Section 7.3 (Revocation or Suspension of Use Privileges).

23. Duration of Terms; Survival

The following provisions shall survive the termination of these Terms and shall apply indefinitely:

Section 4.9 (Termination of Rights; Survival)
Section 5.4 (Jyve Ownership; Reservation of Rights)
Section 12 (Warranty Disclaimer)
Section 13 (Limitation of Liability)
Section 14 (Indemnity)
Section 18 (Assignment)
Section 20 (General)
Section 22 (Survival)

24. Relationship to Privacy Policy and Other Contracts

These Terms must be read in conjunction (i) with other agreements into which you may enter concerning our App, (ii) with any App-related Rules (such as Message Board Rules) which you must abide by while using our App, and (iii) with our Privacy Policy. The provisions of our Privacy Policy are incorporated herein. To the extent these Terms conflict with the terms of our Privacy Policy, the terms of our Privacy Policy will control. Similarly to the extent these Terms conflict with the terms and conditions of any specific agreement you enter with us, the terms and conditions of such specific agreement will control. Additionally, to the extent that any App-related Rules conflict with these Terms, these Terms will control.

25. Contact Us

If you have any questions about this Privacy Policy, the practices of this App, or your dealings with this Application, please contact us at:

support@jyveapp.com

Jyve
1052 Gardner Road Suite 500
Charleston, SC 29407

26. Effective Date

The effective date of these Terms and Conditions is January 27th, 2016.

