

Tadd Jason Worldwide Inc. ("Company")
Website Terms and Conditions of Use
Revised as of 6/10/16

Welcome to www.taddjason.com (the "Website"). Company provides access to the Website, and its services offered in the Website, to you subject to the following terms and conditions. In return for gaining access to the Website, you agree to be bound by these terms and conditions of use without limitation or qualification. If you do not intend to be legally bound by these terms and conditions of use, do not access or use the Website.

"PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE AND DISCLAIMERS CAREFULLY BEFORE USING THIS WEBSITE. YOUR USE OF THIS WEBSITE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE AND DISCLAIMERS"

Privacy

Please review our privacy policy [[provide link](#)], which also governs your visit to the Website, to understand our privacy practices.

Geographic Scope

The Website may be viewed internationally, and may contain references to products or services not available in all countries. Reference to a particular product or service does not imply that the Company intends to make such products or services available in such countries.

Electronic Communications

When you visit the Website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the Website. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically via e-mail or by posting notices on the Website satisfy any legal requirement that such communications be in writing.

Copyright

All content included on the Website, including, but not limited to, text, design, graphics, logos, button icons, images, audio clips, digital downloads, interfaces, data compilations, software, and code, is the property of Company, its affiliates, or its content suppliers, and is protected by United States and international copyright laws. The compilation of all content on this site is the exclusive property of Company, its affiliates, or its content suppliers, and is protected by U.S. and international copyright laws. All software used on this site is the property of Company, its affiliates, or its software suppliers and is protected by United States and international copyright laws. For purposes of these terms and conditions of use, the term "affiliates" means any entity or person, directly or indirectly, owning a controlling interest in, or under common ownership control with, Company, or any entity or person in which Company, directly or indirectly, owns a controlling interest, including, without limitation [add pertinent affiliate(s) and its (their) subsidiaries]. Nothing contained on the Website should be construed as granting, by implication, estoppel, or otherwise,

any license or right to use any of the copyrighted works displayed or contained in the Website without the express, written consent of Company.

Trademarks

The following trademarks are the sole property of Company:

TADDJASON

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The registered and unregistered trademarks, service marks, trade names, graphics, logos, page headers, button icons, scripts, trade dress, or other indicia of trade origin of Company or its affiliates may not be used in connection with any business, product, or service whose source is not Company or one of its affiliates, in any manner that is likely to cause confusion among customers, the trade, or the public, or in any manner that disparages or discredits Company or any of its affiliates. All other trademarks, service marks, trade names, and logos not owned by Company or its affiliates that appear on the Website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Company or its affiliates. Nothing contained on the Website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of the trademarks, service marks, trade names, graphics, logos, page headers, button icons, scripts, trade dress, or other indicia of trade origin of Company or its affiliates displayed or contained in the Website without the express, written consent of Company or its affiliates.

License and Site Access

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You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of Company so long as the link does not portray Company, its affiliates, or their products or services, in a false, misleading, derogatory, or otherwise offensive matter. You may not use any proprietary graphic, trade name, trademark, or service mark of Company or any of its affiliates as part of the link without the express, written consent of Company.

Your Account

If you use the Website, you are responsible for maintaining the confidentiality of your account and password, and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password.

Age

If you are under 18, you may use the Website only with involvement of a parent or guardian.

Reviews, Comments, Communications, and Other Content

Company and its affiliates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion. Visitors may not post reviews, comments, and other content, send e-cards and other communications, or submit suggestions, ideas, comments, questions, or other information, any of which is illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable, or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. Company reserves the right (but has no obligation) to remove or edit such content, but does not regularly review posted content.

If you do post content or submit material, and unless we indicate otherwise, you grant Company and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media, including, without limitation, any ideas, concepts, know-how, or techniques contained in any communications, content, or materials you send to the Website for any purpose whatsoever, including, without limitation, developing, manufacturing, providing, or promoting new products or services using such information and things. You grant Company and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate the Terms and Conditions of Use and will not cause injury to any person or entity; and that you will indemnify Company, its related entities and its affiliates for all claims resulting from content you supply.

From time to time, Company may monitor and edit or remove any activity or content, but it has no obligation to do so. Company takes no responsibility and assumes no liability for any content posted by you or any third party. Harassment in any manner or form on the Web-site, including via e-mail or chat or by obscene or abusive language is strictly forbidden. impersonation of others, including a Company employee, host, or representative or other members or visitors to the Website is prohibited. You may not upload to, distribute, or otherwise publish through the Website any content that is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable, or that constitutes or encourages a criminal offense, violates the rights of any party, or otherwise gives rise to liability or violates any law. You may not upload commercial content on the Website or use the

Website to solicit others to join or become members of any commercial online service or other organization.

Risk of Loss

All items purchased from Company are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon delivery by the carrier.

Product Descriptions

Company and its affiliates attempt to be as accurate as possible. However, Company does not warrant that product descriptions or other content of this site is accurate, complete, reliable, current, or error-free. If a product offered by Company itself is not as described, your sole remedy is to return it in unused condition.

Links

These terms and conditions of use apply only to this Website, and not to the websites of any other person or entity. We may provide, or third parties may provide, links to other worldwide websites or resources. You acknowledge and agree that we are not responsible for the availability of such external websites or resources, and do not endorse (and are not responsible or liable for) any content, advertising, products, services, or other materials on or available from such other websites or resources. You further acknowledge and agree that, under no circumstances, will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, advertisements, products, services or other resources available from any other website (regardless of whether we directly or indirectly link to such content, advertisements, products, services, or other resources). You should direct any concerns with respect to any other websites to that website's administrator or webmaster.

Copyright Complaints

Company respects the intellectual property rights of others, and we ask our users to do the same. In appropriate circumstances and in our discretion, we may terminate the rights of any user to use of the Website (or any part thereof) who infringes the intellectual property rights of others.

Disclaimer of Warranties and Limitation of Liability

The Website is provided by Company on an "as is" and "as available" basis. Company makes no representations or warranties of any kind, express or implied, as to the operation of the Website or the information, content, materials, or products included on the Website. You expressly agree that your use of the Website is at your sole risk. **To the fullest extent permissible by applicable law, Company disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.** Company does not warrant that the Website, its servers, or e-mail sent from Company are free of viruses or other harmful components. Company will not be liable for any damages of any kind arising from the use of the Website, including, but not limited to, direct, indirect, incidental, punitive, and consequential damages.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above

disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

Governing Law

The Website was developed in the United States of America in accordance with and shall be governed by the laws of the state of Florida, United States of America. By visiting the Website, you agree that the laws of the state of Florida of the United States, without regard to principles of conflict of laws, will govern these terms and conditions of use, and any dispute of any sort that might arise between you and Company or its affiliates.

Disputes

Any dispute relating in any way to your visit to the Website or to products you purchase through the Website shall be submitted to confidential arbitration in West Palm Beach, Florida, of the United States of America, except that, to the extent you have in any manner violated or threatened to violate Company's intellectual property rights, Company may seek injunctive or other appropriate relief in any state or federal court in the state of Florida, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under these terms and conditions of use shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these terms and conditions of use shall be joined to an arbitration involving any other party subject to these terms and conditions of use, whether through class arbitration proceedings or otherwise.

Site Policies, Modification, and Severability

As noted above, you are encouraged and advised to review the terms and conditions of use and the privacy policy posted on the Website. These policies also govern your visit to the Website. By using the Website, you agree to be bound by and to abide by these policies, just as if you had signed an agreement. If you do not comply with these terms and conditions of use at any time, we reserve the right, if applicable, to terminate your password, user account, or your access to the Website (or any part thereof). You agree that any termination or cancellation of your access to, or use of, the Website, may be effected without prior notice. Further, you agree that we will not be liable to you or to any third party for any termination or cancellation of your access to, or use of, the Website.

We reserve the right, in our sole discretion, to change, modify, add to, or remove portions of the Website, the terms and conditions of use and the privacy policy at any time. You should check these terms and conditions of use and privacy policy periodically for changes. By using the Website after we post any changes to the terms and conditions of use or the privacy policy, you agree to accept those changes, regardless of whether you have reviewed them. If you do not agree to these terms and conditions of use and the privacy policy, you should not use the Website and, if applicable, you should arrange to cancel your registered user account or subscription with us. If any of these terms or conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severed and will not affect the validity and enforceability of any remaining condition.

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