



## TERMS OF USE

Effective Date: August 21, 2019

Welcome to J.Thelander Consulting (“J.Thelander,” “we,” “us” or “our”). These Terms of Use (“Terms”) apply to your use of our website, [www.jthelander.com](http://www.jthelander.com) and any other websites where these Terms of Use are posted (the “Sites”). By using our Sites, you agree to be bound by the terms and conditions of these Terms. If you do not agree to the terms and conditions of these Terms, please do not use the Sites.

PLEASE NOTE THE ARBITRATION PROVISION SET FORTH BELOW, WHICH REQUIRES, EXCEPT WHERE AND TO THE EXTENT PROHIBITED BY LAW, YOU TO ARBITRATE ANY CLAIMS YOU MAY HAVE AGAINST J.THELANDER ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY.

### **1. AGE LIMITATION AND ACCOUNT CREATION**

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You must be at least 18 years old to use our Sites. If you are under 18 years old, please do not use our Sites.

To access certain portions of the Sites, such as the Thelander Platform (the “Platform”), you must create an account. You agree to provide truthful and accurate information during the account creation process. You also agree to maintain the accuracy of any submitted data. If you provided any information that is untrue, inaccurate, or incomplete, we reserve the right to terminate your account and suspend your use of any and all Sites.

You are responsible for preserving the confidentiality of your account password and will notify us of any known or suspected unauthorized use of your account. You agree that you are responsible for all acts or omissions that occur on your account while your password is being used.

Please note that the Platform is only accessible through a paid subscription and/or participation in a survey. All data contained therein may only be used for business purposes by authorized users with a subscription. Any unauthorized use of data will result in the immediate termination of the subscription and access to the Platform without a refund.

### **2. USER CONDUCT**

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By using the Sites, you agree not to use the Sites in any manner that:

- Is designed to interrupt, destroy or limit the functionality of, any computer software or hardware or telecommunications equipment (including by means of software viruses or any other computer code, files or programs);
- Interferes with or disrupts the Sites, services connected to the Sites, or otherwise interferes with operations or services of the Sites in any way;
- Infringes any copyright, trademark, trade secret, patent or other right of any party, or defames or invades the publicity rights or the privacy of any person, living or deceased (or impersonates any such person);
- Consists of any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation;
- Causes us to lose (in whole or in part) the services of our Internet service providers or other suppliers;
- Links to materials or other content, directly or indirectly, to which you do not have a right to link;
- Is false, misleading, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive or another’s privacy, hateful, or racially, ethnically or otherwise objectionable, as determined by us in our sole discretion;
- Copies, modifies, creates a derivative work of, reverse engineers, decompiles or otherwise attempts to extract the source code of the software underlying the Sites or any portion thereof;
- Violates, or encourages anyone to violate these Terms, any ancillary terms and conditions listed on the Sites, or the Privacy Policy; or
- Violates, or encourages to violate, any applicable local, state, national, or international law, regulation, or order.

### **3. LINKING**

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We welcome links to Sites. You are usually free to establish a hypertext link to the Sites so long as the link does not create a false implication of sponsorship or endorsement of your site by the Sites or by J.Thelander.

### **4. NO FRAMING**

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Without the prior written permission of J.Thelander, you may not frame, or make it appear that a third-party site is presenting or endorsing, any of the content of the Sites, or incorporate any intellectual property of the Sites, J.Thelander or any of its licensors into another website or other service.

### **5. INTELLECTUAL PROPERTY OWNERSHIP**

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## **6. YOUR INTELLECTUAL PROPERTY RIGHTS AND LICENSE GRANT**

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In the event any features on the Sites, either now or in the future, allow you to post or submit content and materials for publication on the Sites (“Your Content”), you own any intellectual property rights to Your Content, but you agree that we can use, reproduce, modify, adapt and publish Your Content for purposes of enabling us to offer the Sites or the features you have elected to use. You are responsible for Your Content, and acknowledge that once published, we cannot always remove it.

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## **7. LINKS TO EXTERNAL SITES**

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The Sites may contain links to other websites. We are not responsible for the availability of these external websites nor do we endorse the activities or services provided by these websites. Under no circumstances shall we be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused to a user in connection with the use of or reliance on any content, goods or services available on such external websites.

## **8. PRIVACY**

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We respect your privacy and have taken specific steps to protect it. Your submission of personal information through the Sites is governed by our Privacy Policy <https://analytics.jthelander.com/platform/J.Thelander Privacy Policy.pdf>

## **9. REFUND POLICY**

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subscription time, but you will continue to have access to the Platform through your current subscription term.

#### **10. DISCLAIMER OF WARRANTIES**

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WE DO NOT GUARANTEE THAT THE SITES WILL MEET YOUR REQUIREMENTS, OR THAT IT IS ERROR-FREE, RELIABLE, WITHOUT INTERRUPTION OR AVAILABLE AT ALL TIMES. WE DO NOT GUARANTEE THAT THE SERVICES THAT MAY BE OBTAINED FROM THE USE OF THE SITES, INCLUDING ANY SUPPORT SERVICES, WILL BE EFFECTIVE, RELIABLE, AND ACCURATE OR MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SITES (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT ALL TIMES OR LOCATIONS OF YOUR CHOOSING.

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#### **11. LIMITATION OF LIABILITY**

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TO THE FULLEST EXTENT PERMITTED UNDER LAW AND SAVE FOR THE RIGHTS GRANTED TO CONSUMERS UNDER APPLICABLE LAWS, WE WILL HAVE NO OBLIGATION OR LIABILITY (WHETHER ARISING IN CONTRACT, WARRANTY, TORT, INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE) FOR ANY DAMAGES OR LIABILITIES, INCLUDING DIRECT, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL (INCLUDING ANY LOSS OF DATA, REVENUE OR PROFIT OR DAMAGES ARISING FROM PERSONAL INJURY/WRONGFUL DEATH) ARISING WITH RESPECT TO YOUR USE OF THE SITES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO DAMAGES ARISING FROM (I) USE OF OR INABILITY TO USE THE SITES, (II) COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS BY THIRD

PARTIES, (IV) THIRD PARTY CONTENT MADE AVAILABLE TO YOU THROUGH THE SITES, OR (V) ANY OTHER MATTER RELATING TO THE SITES.

IN ADDITION, WHEN USING THE SITES, INFORMATION WILL BE TRANSMITTED OVER A MEDIUM WHICH IS BEYOND THE CONTROL AND JURISDICTION OF J.THELANDER, ITS PARTNERS, ADVERTISERS, AND SPONSORS OR ANY OTHER THIRD PARTY MENTIONED ON THE SITES. ACCORDINGLY, WE ASSUME NO LIABILITY FOR OR RELATING TO THE DELAY, FAILURE, INTERRUPTION, OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH USE OF THE SITES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **12. DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE**

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Except where and to the extent prohibited by law, by using the Sites, you and we agree that, if there is any controversy, claim, action, or dispute arising out of or related to your use of the Sites or the breach, enforcement, interpretation, or validity of these Terms or any part of it (“Dispute”), both parties shall first try in good faith to settle such Dispute by providing written notice to the other party describing the facts and circumstances of the Dispute and allowing the receiving party 30 days in which to respond to or settle the Dispute. Notice shall be sent to:

- Us, at J.Thelander Consulting Inc., 1592 Union Street, Suite 214, San Francisco, CA 94123 or
- You, at the address we have on file for you.

Both you and we agree that this dispute resolution procedure is a condition precedent that must be satisfied before initiating any litigation or filing any claim against the other party. IF ANY DISPUTE CANNOT BE RESOLVED BY THE ABOVE DISPUTE RESOLUTION PROCEDURE, YOU AGREE THAT THE SOLE AND EXCLUSIVE JURISDICTION FOR SUCH DISPUTE WILL BE DECIDED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY. Other rights that you and we would otherwise have in court will not be available or will be more limited in arbitration, including discovery and appeal rights. All such disputes shall be exclusively submitted to JAMS ([www.jamsadr.com](http://www.jamsadr.com)) for binding arbitration under its rules then in effect, before one arbitrator to be mutually agreed upon by both parties.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising under or relating to the interpretation, applicability, enforceability, or formation of these Terms, including any claim that all or any part of these Terms are void or voidable.

### **13. CHOICE OF LAW AND CHOICE OF FORUM**

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These Terms have been made in and shall be construed in accordance with the laws of the State of California, without giving effect to any conflict of law principles. Any disputes or claims not subject to the arbitration provision discussed above shall be resolved by a court located in the State of California and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

### **14. MODIFICATION AND TERMINATION**

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We reserve the right to modify these Terms at any time. When we do so, we will update the “Effective Date” above. You will be notified of any material changes to these Terms via a posting on the Sites and via email at the email address we have on file for you.

We shall have the right to immediately terminate these Terms with respect to any user which we, in our sole discretion, consider to be unacceptable, or in the event of any breach by you of these Terms.

### **15. CONTACT US**

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If you have any questions, comments or concerns about these Terms, please contact us at:

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