

Jland- Terms of Use

These terms of use (“**Terms of Use**”) set forth the basis on which you are permitted to access and use the Jland website (the “**Service**”). Please read the terms of use carefully before using jlandonline.com.

BY SIGNING ON AND USING the Service YOU SPECIFICALLY AGREE TO ABIDE BY THESE TERMS OF USE AND ANY MODIFICATIONS THERETO.

USE OF WEBSITE

This site is owned and operated by Compedia Virtual Worlds (PVW), Inc. (“**Compedia**”), in the case of certain features, its third party service providers, and unless otherwise indicated the contents of The Service are the property of The Service and are protected, without limitation, pursuant to U.S. and foreign copyright and trademark laws. No material from The Service may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, except that you may download one copy of the materials on any single computer for your personal non-commercial use only, provided you keep intact all copyright and other proprietary notices. Modification of the materials or use of the materials for any other purpose is a violation of Compedia copyright, trademark, and trade secret rights and others' proprietary rights. For purposes of this Agreement, the use of any such material on any other web site or networked computer environment is prohibited. The violation of applicable intellectual property laws may give rise to civil and/or criminal penalties.

In the event you download software from the site, the software including any files, images incorporated in or generated by the software and data accompanying the Software (together, the “**Software**”) are licensed to you by Compedia. Compedia does not transfer title to the Software to you. As between you and Compedia, Compedia retains full and complete right, title, and interest in and to the Software and all intellectual property rights therein. You may not redistribute, sell, decompile, reverse-engineer or disassemble the Software.

USER ACCOUNTS

Some functions of The Service, may require you to register by selecting a unique user identification (“**User ID**”) and password, and providing certain information about yourself. You agree to provide accurate, current, and complete information about yourself as prompted, and to maintain and promptly update the information to ensure that it remains accurate, current, and complete. If you provide any information that Compedia believes to be inaccurate, not current, or incomplete, or if you select a User ID that Compedia, in its sole discretion, finds offensive or inappropriate, Compedia reserves the right to suspend or terminate your account and refuse any and all current or future use of The Service.

You agree to (a) keep your password confidential and to only log in with your User ID and password, and ensure that others may not access any members-only or password-protected portions of The Service using your account and/or identity (b) ensure that you exit from your account at the end of each session, and (c) immediately notify Compedia of any unauthorized use of your User ID and/or password. You are fully responsible for all activities that occur under your User ID. Compedia will not be liable for any loss or damage arising from your failure to comply with this section.

Compedia uses systems and procedures in order to accomplish data protection. Nevertheless we cannot guaranty complete security protection. Therefore, Compedia does not guaranty that the information, the data and the services on The Service will be absolutely resistant from unauthorized access.

USE OF EMAIL ADDRESS

Some functions of The Service, may require you to provide your email address. The Service may use your email address to communicate with you regarding the Service. We may also use your email information to solicit feedback from you or alert you to new features in our products that we think may be of interest. You will always have the option to opt out of such communications. Your email address and other contact information are not used for any other purposes than those related to the Service. We may utilize an external service for sending and tracking email communications and unsubscribe requests. These third parties may not share or use your email address for any other purpose.

WEBSITE USE ELIGIBILITY

The Service is intended for use by children under the supervision of their parent or guardian who has agreed to these Terms of Use. By registering as a user to The Service you represent and warrant that you have the right, authority, and capacity to enter into these Terms of Use and to abide by all of the terms and conditions set forth herein. If you are under the age of 18 or the applicable legal age in your jurisdiction, you can use The Service only in conjunction with your guardian's supervision.

The site permits the use of various tools including text editors, uploading files and pictures. Compedia will make best efforts to assess any possible risks for The Service users in that respect, However, it is under no obligation to oversee, monitor or moderate any interactive service that it provides on the site, and Compedia expressly exclude it's liability for any loss or damage arising from the use of any interactive service by the user. In the case of a minor, the responsibility for any use of The Service is solely that of the parent or legal guardian.

PRIVACY. Registration onto The Service requires subscription, processing of which requires you to provide your name, e-mail address and may require provision of other information [please complete if other info is required]. Information that you provide at registration, as well as certain other information about you, is subject to our [Privacy Policy](#) [insert web link]. We recommend that you review the Privacy Policy prior to using this site.

PROHIBITED USE

You may not use The Service for any purpose that is unlawful or prohibited by applicable law or the terms and conditions provided herein or in any other manner that could damage, disable, overburden or otherwise impair any The Service server or the network(s) connected to any , or interfere with any other person's use and enjoyment of The Service. You may not attempt to gain unauthorized access to the The Service, or the computer systems or networks connected to any of the Service's servers through any means. You may not obtain any materials or information through any means not intentionally made available to you through the standard Jland services.

LINKS. This site may contain links to third party websites. Jland is not responsible in any manner for the content of such websites and, moreover, makes no recommendation or endorsement as to such websites or the products or services offered thereon.

COOKIES. Compedia places cookies on your computer to retain your individual preferences and improve your user experience with our site and services, as well as to tell us what features of our site, services or software are most popular. We do not store any personal identification information in cookies, nor do we use cookies to obtain any personal information from you. You can change the configuration of your browser in such a manner that you will not be able to receive any cookies during your use of the Compedia services, software or website. In that event, your access or use of certain parts of our site, software or services, may be restricted.

ONLINE PAYMENT BY CREDIT CARDS

Online payment by credit cards is available through our partner Allcharge.com. If you have any questions about the e-payment secure gateway, you can contact them at: info@allcharge.com

LIMITATION ON LIABILITY

THE SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, NONINFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

WITHOUT DEROGATING FROM ANYTHING ELSE CONTAINED HEREIN, YOU HEREBY ACKNOWLEDGE THAT THE SERVICE AND ANY SERVICES HEREIN, IN THEIR CURRENT FORM

ARE **BETA PROTOTYPE SERVICES** THAT HAVE NOT BEEN FULLY TESTED, AND THAT DUE TO THE NATURE OF THE BETA VERSION OF THE SERVICE AND THE SERVICES THEREIN, THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SITE REMAINS WITH YOU.

MOREOVER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL COMPEDIA, ITS OFFICERS, DIRECTORS AND/OR EMPLOYEES, BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE AND ANY SERVICES HEREIN, INCLUDING BUT NOT LIMITED TO, FOR ANY LOSS OR DAMAGE TO BUSINESS EARNINGS, INTERRUPTIONS, ERRORS, DEFECTS, MISTAKES, OMISSIONS, DELETIONS OF FILES, DELAYS IN OPERATION OR TRANSMISSION, NONDELIVERY OF INFORMATION, OR ANY OTHER FAILURE OF PERFORMANCE SUFFERED BY YOU AND/OR ANY ENTITY AND/OR PERSON ARISING FROM AND/OR RELATED/CONNECTED TO ANY USE OF THE SERVICE AND/OR THE SERVICES HEREIN, EVEN IF COMPEDIA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPEDIA'S TOTAL LIABILITY TO YOU FROM ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, OR OTHERWISE) EXCEED THE AMOUNT PAID, IF ANY, TO COMPEDIA FOR YOUR SUBSCRIPTION, ON THIS SITE.

YOU HEREBY RELEASE AND WAIVE ANY AND ALL CLAIMS AND/OR LIABILITY AGAINST COMPEDIA ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE SERVICE. YOU ALSO AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS, COMPEDIA, FROM AND AGAINST, ANY AND ALL CLAIMS OR LIABILITY, INCLUDING COSTS AND ATTORNEYS FEES, ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE SERVICE OR FAILURE TO ABIDE BY APPLICABLE LAW.

APPLICABLE LAW UNDER SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE ABOVE LIMITATIONS OF LIABILITY, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

PURCHASING A MEMBERSHIP TO THE SITE

The use of most services on the site is not free of charge. The membership you purchase is personal and cannot be transferred to another individual. The membership only provides the non-exclusive right to use the site's services. In order to eliminate any doubt, the purchase of a membership does not grant the rights to any information on the site and/or the right to copy and/or distribute and/or sell and/or make any commercial use of the information on the site. The customer agrees and confirms through his registration and the provision of his credit card details that the site has permission to debit his credit card for the agreed-upon membership fees. The member will have the right to cancel his membership at any time subject to the following conditions: The instruction to cancel a membership will be submitted using the online form at least three days prior to the renewal of the membership for that month. With regard to a non-renewing membership, no refund will be provided for the cancellation of a membership prior to the end of the membership period.

GOVERNING LAW AND JURISDICTION

This site is controlled and offered by Compedia from its facilities in USA and Israel. Compedia makes no representations that The Service is appropriate or available for use in other locations. Those who access or use The Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

The Terms of Use and the relationship between you and Compedia shall be exclusively governed by and construed in all respects under the laws of Israel, without giving effect to any choice-of-law or conflict-of-laws provisions. You agree that The Service: (i) shall be deemed solely based in Israel; and (ii) shall be deemed a passive site that does not give rise to personal jurisdiction over Compedia, either specific or general, in jurisdictions other than Israel. You and Compedia further agree to submit to the personal

jurisdiction of the courts located in Israel, for any and all legal claims, suits or actions that arise in connection with this site or any services herein, or from a dispute as to the interpretation or breach of these Terms of Use.

TERMINATION. You agree that Compedia may, in its sole and absolute discretion and without notice or liability to you or any third party, immediately terminate your User ID due to your violation or acting inconsistently with these Terms of Use. Compedia may also in its sole discretion and at any time, discontinue providing this site, or any part thereof, with or without notice.

CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT

Compedia will take appropriate actions in response to notice of copyright infringement. If you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on or through this site or the services therein, you may submit a notification pursuant to the Digital Millennium Copyright Act by providing our Copyright Agent with your details, details of the alleged infringing material and of the work claimed to have been infringed all certified to be claimed in good faith and supported with a statement that the information in the notification is accurate, and under penalty of perjury. If you fail to detail all of the above, your notice may not be valid.

To reach Compedia' Copyright Agent (only for submitting a notice of claims of copyright infringement, the Copyright Agent will not respond to any other inquiries).

Compedia Inc.

2 Ben Gurion st., Ramat Gan, Israel

By email: info@compedia-usa.com

CHANGES TO SITE AND/OR TERMS. Compedia may add, change, discontinue, remove or suspend any portion of The Service including these terms of use, at any time, without notice.

© Copyright Compedia Virtual Worlds (PVW), Inc. All rights reserved.