



## Terms and Conditions

### **DEFINITIONS**

1. Customer: the person with whom JSECommunity has entered into an agreement.
2. Parties: JSECommunity and customers together.
3. Consumer: a customer who is an individual acting for private purposes.

### **APPLICABILITY**

1. These terms and conditions will apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of JSECommunity.
2. Parties can only deviate from these conditions if they have explicitly agreed upon in writing.
3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.

### **AGREEMENTS TO USE**

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and **JSECommunity** (“**Company**”, “**we**”, “**us**”, or “**our**”), concerning your access to and use of the JSECommunity website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”). You agree that by accessing the JSECommunity, you have read, understood, and agreed to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE JSECOMMUNITY AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the JSECommunity from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reasons. We will alert you about any changes by updating the “Last updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the JSECommunity after the date such revised Terms of Use are posted

The information provided on the JSECommunity is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the JSECommunity from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.



## ***INTELLECTUAL PROPERTY RIGHTS***

Unless otherwise indicated, the JSECommunity is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site ( collectively, the “Content”) and the trademarks, service marks, and logos contained therein ( the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of The Netherlands, international copyright laws, and international conventions. The Content and the Marks are provided on the JSECommunity for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the JSECommunity and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the JSECommunity, you are granted a limited license to access and use the JSECommunity and to download or print a copy of any portion of the Content to which you have gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the JSECommunity, the Content and the Marks.

## ***USER REPRESENTATIONS***

By using the JSECommunity, you represent and warrant that: ( 1 ) you have the legal capacity and you agree to comply with these Terms of Use; ( 2 ) you are not a minor in the jurisdiction in which you reside; ( 3 ) you will not access the JSECommunity through automated or non-human means, whether through a bot, script, or otherwise; ( 4 ) you will not use the JSECommunity for any illegal or unauthorized purpose; and ( 5 ) your use of the JSECommunity will not violate any applicable law or regulation.

If you have provided any information that is untrue, inaccurate, no current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the JSECommunity ( or any portion thereof).

## ***PROHIBITED ACTIVITIES***

You may not access or use the JSECommunity for any purpose other than that for which we make the JSECommunity available. The JSECommunity may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the JSECommunity, you agree not to:



## **USER GENERATED CONTRIBUTIONS**

The JSECommunity does not offer users to submit or post content. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the JSECommunity, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the JSECommunity and through third-party websites. As such, any Contributions you transmit may be treated in accordance with the JSECommunity Privacy Policy. When you create or make available any Contributions, you thereby represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. You are the creator and the owner of or have the necessary licenses, rights, consents, releases, and permissions, to use and to authorize us, the JSECommunity, and other users of the JSECommunity to use your Contributions in any manner contemplated by the JSECommunity and the Terms of Use
3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the JSECommunity and these Terms of Use.
4. Your Contributions are not false, inaccurate, or misleading.
5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable ( as determined by us ).
7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. Your Contributions are not used to harass or threaten ( in the legal sense of those terms ) any other person and to promote violence against a specific person or class of people.
9. Your Contributions do not violate any applicable law, regulation, or rule.
10. Your Contributions do not violate the privacy or publicity rights of any third party.
11. Your Contributions do not contain any material that solicits personal information from anyone or exploit people in a sexual or violent manner.
12. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
13. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
14. Your Contributions do not otherwise violate, or link to material that violates, any provision of the Terms of Use, or any applicable law or regulation.

Any use of the JSECommunity in violation of the foregoing violates these Terms of Use and may result in, among other things, termination, or suspension of your rights to use the JSECommunity.

# Joint Service Events Community



## **CONTRIBUTION LICENSE**

You and the JSECommunity agree that we may access, store, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices ( including settings ).

By submitting suggestions or other feedback regarding the JSECommunity, you agree that we can use and share such feedback for any purpose without compensation to you.

We do not assert any ownership over Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the JSECommunity. You are solely responsible for your Contributions to the JSECommunity and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

## **SUBMISSIONS**

You acknowledge and agree that any questions, comments, ideas, feedback, or other information regarding the JSECommunity ( "Submissions" ) provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## **TERM AND TERMINATION**

These Terms of Use shall remain in full force and effect while you use the JSECommunity. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE JSECOMMUNITY ( INCLUDING BLOCKING CERTAIN IP ADDRESSES ), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE JSECOMMUNITY OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including limitation pursuing civil, criminal and injunctive redress.



## **MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change, modify, or remove the contents of the JSECommunity at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the JSECommunity without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the JSECommunity.

We cannot guarantee the JSECommunity will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site. Resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in the Terms of Use will be construed to obligate us to maintain and support the JSECommunity or to supply any corrections, updates, or releases in connection therewith.

## **CORRECTIONS**

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

## **DISCLAIMER**

THE SITE IS PROVIDED ON AS-IS AN AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE ( JSECOMMUNITY ) AND YOUR THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT AT ANY WEBSITES LINKED TO THE SITE AND WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY ( 1 ) ERRORS, MISTAKES, OR INACCURACIES OF THE CONTENT AND MATERIALS, ( 2 ) ANY UNAUTHORIZED TO OR USE OF OUR SECURE SERVERS, AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, ( 4 ) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE ( 5 ) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR ( 6 ) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE, MADE AVAILABLE THROUGH THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE. ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGEMENT AND EXERCISE CAUTION WHERE APPROPRIATE.



## ***LIMITATIONS OF LIABILITY***

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOST OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE LESSER OF THE AMOUNT PAID, IF ANY, BY YOU TO US. CERTAIN DUTCH LAWS AND INTERNATIONAL 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 OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

## ***INDEMNIFICATION***

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability claim, or demand, including reasonable attorney's fees and expenses, made by any third party due to or arising out of: ( 1 ) use of the JSECommunity; ( 2 ) breach of these Terms of Use; ( 3 ) any breach of your representations and warranties set forth in the Terms of Use; ( 4 ) your violation of the rights of a third party, including but not limited to intellectual property rights; or ( 5 ) any overt harmful act toward any other users of the JSECommunity with the whom you connected through the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to indemnification upon becoming aware of it.

## ***USER DATA***

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## ***ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES***

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, through mail and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR THROUGH THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.



## **MISCELLANEOUS**

The Terms of Use and any policies or operating rules posted by us on the Site and/or JSECommunity or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or call our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or a part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on electronic forms of the Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

## **GENERAL TERMS OF THE PROFILE COMPLETION**

### **1.1. Definitions**

The term "profile completion" refers to, profile picture and banner from the JSECommunity.

### **1.2 About profile completion**

You are not required to complete your profile on the JSECommunity. However, if you do not complete your profile such as "about", "Banner" and "profile picture" your access to JSECommunity content and services will be limited. When the profile is not completed and the account is deemed to be inactive. The account is deemed to be inactive based on profile completion such as no content, no response, no completion of about, no profile picture and banner. When the account has a free membership and is deemed to be inactive the Community manager is allowed to delete the account. When the account has a paid membership and is deemed to be inactive this account will be excluded from this action. When the Community manager removes the account from the JSECommunity all the data will be deleted from the JSECommunity.

## **CONTACT US**

In order to resolve a complaint regarding the JSECommunity or to receive further information regarding us of the Site, please contact us at : [JointServicegta@gmail.com](mailto:JointServicegta@gmail.com)