

**JW Property Services LLC is doing business on this site legally under the fictitious name registered in Kent County, Delaware as JW WorkZone Supplies**

**Any reference to JW Property Services LLC in this agreement also means JW WorkZone Supplies for all legal purposes.**

This Terms of Use Agreement governs all of your use of our internet-delivered documentation and web solutions as well as our client area and online demo (the “**Online Service**”), whether you access it from our website at <http://www.jwpropertyservices.net> (the “**Site**”) or from any other application or access point we make available to you. THIS AGREEMENT GOVERNS ALL USE YOU MAKE OF THE ONLINE SERVICE AND OUR SITE, INCLUDING YOUR FREE OR PAID USE (IF ANY).

**1. Acceptance of Agreement.** This Agreement is a legal contract between [jwpropertyservices.net](http://www.jwpropertyservices.net), I. (“**we**,” “**us**,” or “**JW Property Services LLC**”) and you. BY CREATING A PASSWORD AND ACCESSING THE ONLINE SERVICE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND YOUR COMPANY TO THIS AGREEMENT, AND THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU OR YOUR COMPANY DOES NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU SHOULD NOT ACCEPT IT. If you are accepting this Agreement on behalf of your company, then the terms “**you**” and “**your**” refer to your company whenever used below.

**2. No Competitive Use.** You may not register for or use our Online Service to monitor or test its performance or for other benchmarking or competitive purposes.

**3. Modifications to Agreement.** We reserve the right to modify this Agreement by posting an updated version on our Site. Any updated version will become effective 15 days after posted. If you do not agree to any modified terms, you may terminate the Agreement in the manner described in Section 10.2 below. Your continued use of the Online Service after notice will constitute your acceptance of the modified Agreement.

**4. Use of Online Service; Restrictions.**

**4.1 Permitted Use.** Among other features, the Online Service allows users to access and manage data within various web forms which is then stored in a database.

**4.3 Prohibited Use.** You will not (and will ensure that your Licensed Users do not): (a) “frame,” distribute, resell, or permit access to the Online Service by any third party other than for its intended purposes (b) permit multiple Licensed Users to access the Online Service using shared login credentials (i.e., a shared email address and password); (c) use the Online Service other than in compliance with applicable federal, state, and local laws; (d) interfere with the Online Service or disrupt any other user’s access to the Online Service; (e) reverse engineer, attempt to gain unauthorized access to the Online Service, or attempt to discover the underlying source code or structure of the Online Service; (f) submit to the Online Service any content or data that is false, misleading, defamatory, threatening, offensive, or infringing of intellectual property rights, or that contains mass mailings or any form of “spam”; (g) submit to the Online Service any routine, device or other undisclosed feature, including a so-called time bomb, virus, software lock, drop dead device, malicious logic, worm, Trojan horse or trap or back door or software routine, that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to provide unauthorized access or to produce unauthorized modifications; or (h) use any robot, spider, data scraping or extraction tool or similar mechanism with respect to the Online Service.

**5. Your Content.**

**5.2 Ownership and Treatment of Your Content; Representation.** As between you and JW Property Services LLC, you retain all right, title and interest in any and all data, files, attachments, text, images, personally identifiable information, and other content that you and your Licensed Users upload or submit to the Online Service (collectively, “**Your Content**”). Your Content includes content submitted to your cloud installation of jwpropertyservices.net by you, and also any data or content collected by you from third parties and submitted to JW Property Services LLC using web forms or similar features of the Online Service. You represent and warrant that you have all rights, permissions and consents necessary (a) to submit Your Content to JW Property Services LLC, (b) to grant JW Property Services LLC the limited rights to use Your Content set forth in this Agreement, and (c) for any transfer of Your Content or your Sheets from one Creator to another.

**11.2 Feedback.** You agree that JW Property Services LLC will have a perpetual right to use and incorporate into the Online Service any feedback or suggestions for enhancement that you or your Licensed Users provide to JW Property Services LLC concerning the Online Service (“**Feedback**”), without any obligation of compensation.

**12. Privacy.** JW Property Services LLC provides the Online Service in accordance with its Privacy Policy, as it may be updated from time to time and posted on the Site (“**Privacy Policy**”). You acknowledge that your use of the Online Service is governed by the Privacy Policy.

**14. Confidentiality.** You agree not to disclose, duplicate, publish, release, transfer or otherwise make available our Confidential Information in any form to any person or entity without our prior written consent. “**Confidential Information**” means any of our financial, technical, or business information that we designate as confidential at the time we disclose it to you, or that you should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. The specific features of the Online Service, the documentation we provide to you in connection with it, and the JW Property Services LLC APIs are our Confidential Information. Confidential Information does not include any information that: (i) is or becomes generally known to the public without breach of your confidentiality obligation under this Agreement; (ii) was independently developed by you without breach of your confidentiality obligation under this Agreement; or (iii) is received from a third party who obtained such Confidential Information without breach of any obligation owed to us.

**15. Representations and Warranties; Disclaimer.**

15.1 General. Each party represents and warrants that it has the necessary authority to enter into this Agreement.

15.2 Limited Warranty for Online Service. JW Property Services LLC represents and warrants that the Online Service will operate substantially as described in the online documentation made available with the Online Service.

15.3 Disclaimer. You acknowledge that, as an internet-delivered software application, the Online Service may experience periods of downtime, including but not limited to scheduled maintenance. Accordingly, EXCEPT FOR THE LIMITED WARRANTIES IN SECTION 11.2, MY DBA LOG MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ONLINE SERVICE, INCLUDING ITS DOCUMENTATION, THE MY DBA LOG APIS, OR ANY DATA OR CONTENT MADE AVAILABLE THROUGH THE ONLINE SERVICE, WHETHER EXPRESS OR IMPLIED. MY DBA LOG SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY. MY DBA LOG DOES NOT WARRANT THAT THE ONLINE SERVICE WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME.

**16. Liability Limitation; Damages Exclusion.** JW PROPERTY SERVICES LLC WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE ARISING UNDER THIS AGREEMENT, EVEN IF GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES. IN ADDITION, OUR

AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION, WILL NOT EXCEED THE FEES ACTUALLY PAID TO US UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**17. Indemnification.** You will defend, indemnify and hold harmless JW Property Services LLC and its corporate affiliates, directors, officers, employees, successors, assigns and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses, that arises out of or relates to Your Content (except to the extent such claim arises from JW Property Services LLC's use of Your Content in violation of this Agreement), including without limitation claims that Your Content infringes or violates any intellectual property or proprietary right of a third party, violates any confidentiality obligation owed to a third party, or violates any applicable law.

**18. Publicity.** You agree that, if you have (or have had) an online account, we may identify you as a customer on our Site or in our customer list, blogs, and other public communications.

**19. Notices.** Except where this Agreement permits notice via email, all notices required under this Agreement must be in writing, must be sent via internationally recognized delivery service or messenger or via U.S. mail, and will be deemed given five (5) business days after having been sent. Notices must be addressed to the contact name and address or email address that you have provided us.

**20. Entire Agreement.** This Agreement represents the entire agreement between JW Property Services LLC and you with respect to your use of the Online Service and the related matters set forth in this Agreement. As between JW Property Services LLC and you, this Agreement expressly supersedes (i) any terms or conditions stated in your purchase order, order documentation or similar document, (ii) any online agreement that you or your Licensed User may have accepted, or may accept in the future, in the course of using the Online Service, and (iii) any other contemporaneous or prior agreements or commitments regarding the Online Service or the other subject matter of this Agreement.

**21. General.** This Agreement has been written in the English language, and you agree that the English language version will govern your use of the Online Service and the other matters described in this Agreement. Neither party is liable for delay or default under this Agreement if caused by conditions beyond its reasonable control (e.g., technology malfunctions or acts of God). This Agreement is governed by the internal laws of the State of Delaware, without regard to its conflicts of law rules, and each party hereby consents to exclusive jurisdiction and venue in the state and federal courts located in Dover, Delaware for any dispute arising out of this Agreement. Either party may assign this Agreement to any third party acquiring all or substantially all of such party's assets or equity securities, without any requirement to obtain permission for such assignment; otherwise, neither party may assign this Agreement to a third party without the written consent of the other party in advance. This Agreement will bind and benefit the parties, their successors, and their permitted assigns. Each party is an independent contractor to (and may not act on behalf of or bind) the other. This Agreement may be signed in counterparts and by facsimile or PDF.