

## **USER AGREEMENT**

Use of JVPFlyerDesigns.jacksonsvp.com ("the Site") signifies your agreement with the following terms of use. If you do not agree with any of these terms of use, please do not use the Site. JVP Flyer & Web Designs ("the Company") reserves the right, in its sole discretion, to modify these Terms of Use at any time and you agree to be bound by such modifications through your use of the Site.

### **Terms of Use**

**Trademarks, Copyrights & Restrictions:** All materials on this site, including, but not limited to, images, illustrations, audio clips, video clips (the "Materials") are protected by copyrights which are owned or licensed by the Company. You may not reproduce, perform, and create derivative works from, republish, upload, post, transmit, or distribute in any way whatsoever any Materials from JVPFlyerDesigns.jacksonsvp.com or any other web site owned or operated by the Company without the prior written permission of the Company. However, you may download or make one copy of the Materials, and other downloadable items displayed on the site, for personal non-commercial home use only, provided all copyright and other notices contained in the Materials are left intact.

Any modification of the Materials, or any portion thereof, or use of the Materials for any other purpose constitutes an infringement of the Company's copyrights and other proprietary rights. Use of these Materials on any other web site or other networked computer environment is prohibited without prior written permission from the Company.

**Submissions:** Although comments and questions are welcomed, the Company does not accept unsolicited submissions or creative ideas for products. Any postings, messages, suggestions, ideas, or concepts that are submitted shall become, and remain, the property of the Company. Furthermore, the Company is not responsible for the confidentiality of any information communicated to the Site. By communicating Materials to the Site, you are granting the Company a royalty-free, non-exclusive, perpetual, unrestricted, worldwide license to publish, transmit, perform and display the Materials for any purpose, including, but not limited to, advertising and promotional purposes.

**Links:** The Company is not responsible for the content of any sites which may be linked to JVPFlyerDesigns.jacksonsvp.com or Jacksonsvp.com. These links are provided for your convenience only and you access them at your own risk.

**Disclaimers:** By using the Site, you agree to indemnify the Company, its officers, directors, employees, dealers, agents, distributors and affiliates for any claims, damages, losses and causes of action arising out of your breach or alleged breach of this agreement.

THE MATERIALS ON THIS SITE ARE TRANSMITTED AND DISTRIBUTED "AS IS" AND APPEAR ON THE SITE WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY MAKES NO WARRANTY AS TO THE QUALITY, ACCURACY, COMPLETENESS AND VALIDITY OF ANY MATERIALS ON THE WEB SITE AND DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED ON THE WEB SITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. Where applicable law does not allow the exclusion of implied warranties, the foregoing exclusions may not apply to you.

The Materials provided on this web site are for promotional purposes only. Neither the Company, nor its officers, directors, employees, agents, dealers, distributors or affiliates are responsible or liable for any loss, damage (including, but not limited to, actual, consequential, or punitive), liability, claim, or other injury or cause related to or resulting from any information posted on the Site.

Termination: The Company may, in its sole discretion, terminate or suspend your access to all or part of the Site for any reason, including without limitation, breach of this agreement. In the event this agreement is terminated, the restrictions regarding Materials appearing on the Site, and the representations and warranties, indemnities and limitations of liabilities set forth in this agreement shall survive any such termination.