

JIFUshop.com

Website Terms of Use

The JIFUshop.com website (the "Site") and related services, including but not limited to creating an account/profile, making a purchase, posting a review or otherwise joining, viewing, visiting or contributing to user forums, blog or interactive features ("Services") are provided by JIFU Marketplace, LLC ("JIFU"). Please read these Website Terms of Use ("Terms") carefully, as they constitute a binding agreement between any user of the Site ("you") and JIFU. By accessing, browsing, or otherwise using the Site, you acknowledge that you have read, understood, and agree to be bound by the Terms. If you do not agree to these Terms, then you may not use the Site.

1. Use of the Site

To use certain features of the Site, such as ordering products or posting comments, you may be required to register for an online account ("User Account"), as further addressed below. You are responsible for maintaining the confidentiality of the password for your User Account, and you acknowledge and agree that you are responsible for all activities performed using your User Account.

Note that JIFU does not sell products to children, and you may not register for a User Account if you are under the age of 18. Products, including products for children, may be purchased on the Site only by adults. Persons under the age of 18 may only review the Site and may do so only with the involvement of a parent or guardian.

Subject to your compliance with these Terms, JIFU grants you permission to access and use the Site solely for your own personal or internal business purposes as set forth in these Terms and consistent with the intended features and functionality of the Site. You may not download, print, or store any of the content on the Site ("Site Content") without the advance written permission of JIFU or other copyright holder, as applicable, of such Site Content. JIFU reserves and does not waive any and all intellectual property rights of JIFU and/or its licensors and other rights holders in and to the Site Content. For clarity, Site Content does not include any User Content (defined below) that you may post on the Site.

2. Additional Terms

Additional rules and/or guidelines (“Guidelines”) may be posted on the Site in connection with the use of certain Services. As a condition of JIFU’s permission for you to use such Services, you agree to abide by the applicable Guidelines, which are hereby incorporated into these Terms.

3. Member and Shop Pass Accounts

Your Member and Shop Pass Account is personal to you and you may not transfer the account to another person or entity, share the account with anyone who is not authorized to use it, or use the account other than for its intended purpose. You agree that you will provide us with accurate, up-to-date account information and that you will update your account information if it changes. We will rely on the information provided to us in sending notices or other information to you. We may terminate your account if we are unable to verify the information you provide. When registering for a User Account, you may be required to create login credentials (i.e., a username and password) for the account. You agree to protect your User Account and to change your password as soon as possible if you believe its security has been compromised. You understand that you may be liable for the losses incurred by JIFU or others due to unauthorized use of your User Account.

4. Products and Gift Cards

Your satisfaction with purchases is very important to JIFU, and we make every effort to ensure that the condition of items listed on the Site is as described in those listings. If you are not satisfied that your item is as described, please review our Return Policy for instructions regarding the return of your item(s). You understand and agree that, if you are not satisfied with an item that is not as described on the Site, JIFU’s refund of your purchase price in exchange for the return of such item to JIFU (as stated in our Return Policy) shall be your sole and exclusive remedy from JIFU.

The items offered for sale on JIFUshop.com are offered for sale by third-party sellers. These offers are facilitated by JIFUshop.com which acts as an intermediary between the Customers and the third-party seller. The third-party sellers of products through the Site are collectively referred to herein as the “Third-Party Sellers”.

5. Canceled and Lost Orders

Occasionally, an item will be listed for sale on the Site that has already been sold. This may be caused by system or human delays in updating our databases after the item is sold. If you order an item that is not actually available (even if the Site says otherwise),

your order will be canceled and your payment will be refunded, and you understand and agree that JIFU shall have no obligation to provide you with the item.

Although rare, it is possible that an item shipped via any shipping and handling method could be lost in transit. If an item is not received within fifteen (15) days after the shipment date, please notify our Member Services Department at memberservices@jifu.com as soon as you recognize the package is not being delivered. Claims for lost orders must be submitted to Customer Service no later than thirty (30) days from the date your item was shipped – after that date, JIFU cannot be reasonably confident in its ability to track the shipment and you will forego the possibility of a refund or replacement.

6. Privacy Policy

Your privacy is important to us. The collection of personal information on the Site and the use of that information are addressed in JIFU's Privacy Policy, which may be found in the footer links here: <https://jifushop.com>.

7. User Content

You and other users may submit certain comments, images, or other content ("User Content") for posting on and/or through the Site and/or the Services. You hereby grant to JIFU, its affiliates, successors, and assigns, a non-exclusive, irrevocable, perpetual, transferable, sublicenseable, fully-paid and royalty-free license to publish, use, copy, publicly display, create derivative works of, and distribute such User Content in any and all media throughout the world in connection with the operation of the Site and/or the Services, and in connection with the marketing and promotion of JIFU, the Site and/or the Services. Such license shall include the right to publish, use, and publicly display the username and any other names used by you in submitting any such User Content; however, JIFU shall have no obligation to do so and you hereby waive any rights to attribution with respect to such User Content. All User Content may be publicly displayed, and you should not post any User Content that you do not want to be viewable by the public.

You represent and warrant that (i) you have all rights, consents, and permissions in and to the User Content necessary for the submission of such content to the Site and the granting of the license and permissions set forth in these Terms and (ii) neither the use of such User Content in connection with the Site or the exercise of the license rights set forth above will (a) infringe, violate, or constitute a misappropriation of any third-party's rights (including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity); (b) slander, defame, libel, appropriate the likeness, violate the

contractual or property rights of any other person; or (c) violate any applicable regulation or other law.

JIFU has the right (but not the obligation), with or without notice to you, to review any User Content and to modify or delete any User Content that in JIFU's judgment: (i) violates these Terms; (ii) may violate the rights or threaten the safety and security of JIFU, the Site, any other user, or any other person; (iii) may constitute a violation of applicable regulation or other law; or (iv) may create liability for JIFU, any user, or third party. JIFU reserves the right to investigate and take appropriate legal action in our sole discretion against you if you violate this provision or any other provision of these Terms.

8. Site Content

Site Content may include images, illustrations, graphics, audio clips, flash presentations, and text. As stated above, JIFU and/or its licensors and other rights holders reserve and do not waive all trademark, copyright, and other intellectual property rights in and to the Site Content. You shall not acquire any right, title, or interest in and to the Site Content, except for the limited rights set forth in these Terms.

Except as expressly authorized by JIFU or other copyright holder, as applicable, you agree not to sell, copy, display, transmit, publish, create derivative works from, or otherwise use the Site Content. You agree not to decompile, reverse engineer, or attempt to extract any computer programming from the Site, and you agree not to alter or remove any trademark, copyright, patent or other notice from the Site Content.

9. Digital Millennium Copyright Act

JIFU respects copyright law and expects you to do the same. Unauthorized copying or distribution of works may infringe the copyright holders' rights. JIFU may terminate any User Account that JIFU believes has been used to infringe any copyright.

If you are a copyright owner or an agent of a copyright owner and believe that any content on the Site infringes your copyrights, you may submit a notification to us pursuant to the Digital Millennium Copyright Act. Your notification must include the following information (see 17 U.S.C. § 512(c)(3) for further detail):

- (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Site are covered by a single notification, a representative list of such works on the Site;

- (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- (iv) information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- (v) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Any such notification you submit must be sent to memberservices@jifu.com and include all the above information.

10. Acceptable Use and Conduct

You agree that you will not frame any portion of the Site without JIFU's prior written consent. You may not use any robot, spider, other automatic device or process to access or monitor the Site other than in connection with the routine provision of search engine services designed to allow an end user to find and use the Site.

Your use of and access to the Site is subject to all applicable local, state, national and international laws and regulations and you agree to comply with all such laws and regulations in your use of and access to the Site and the Services. In addition, you agree that you will not interfere with others' use and enjoyment of the Site or the Services and you will not interfere with or disrupt the Site's security measures.

In addition, you agree that you will not perform any action or post any User Content using the Site that:

- (i) bullies, harasses, or advocates stalking, bullying, or harassment of another person;
- (ii) constitutes, promotes, endorses, or furthers illegal activities or conduct that is abusive, threatening, obscene, or defamatory;
- (iii) seeks to exploit persons under the age of eighteen (18) in a sexual or other improper manner, or solicits personal information from anyone under the age of eighteen (18);

- (iv) solicits passwords or personally identifying information from other users of the Site;
- (v) contains viruses, Trojan horses, worms, time bombs, corrupted files, or similar software;
- (vi) infringes or misappropriates another person's intellectual property without a license to do so, whether or not the intellectual property is registered (or filed for registration) in any country;
- (vii) solicits involvement in promotions such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- (viii) attempts to gain unauthorized access to the Site, or any part of it, other accounts, computer systems or networks connected to the Site, or any part of it, through hacking, password mining or any other means or interferes or attempts to interfere with the proper working of the Site or any activities conducted through the Site; or
- (ix) obtains or attempts to obtain any materials or information through any means not intentionally made available through the Site; or otherwise violates these Terms or creates liability for us.

11. Third Parties and Other Users

JIFU does not thoroughly evaluate and cannot be responsible for content submitted by other users. JIFU makes no representations regarding the accuracy, suitability, or quality of the information in any such content. Any links to other websites are provided as a convenience measure only, and JIFU does not, by providing any link, endorse or make any representations regarding the accuracy, suitability, or quality of any third-party website.

12. Exclusion of Warranties; Limitation of Liability

AS USED IN THIS SECTION, THE TERM JIFU INCLUDES JIFU'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS AND SUBCONTRACTORS.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, JIFU DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM JIFU OR THROUGH THE SITE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. BY USING THE SITE, YOU EXPRESSLY AGREE THAT USE OF THE SITE AND THE SERVICES IS

AT YOUR SOLE RISK. EXCEPT FOR THE RETURN POLICY DESCRIBED ABOVE, THE SITE, THE SERVICES, AND ANY CONTENT OR PRODUCTS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. JIFU DOES NOT WARRANT THAT THE SITE, SERVICES, OR ANY CONTENT OFFERED ON OR THROUGH THE SITE WILL BE UNINTERRUPTED OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, JIFU SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY UNDER ANY THEORY, INCLUDING WITHOUT LIMITATION NEGLIGENCE, FOR DAMAGES OF ANY KIND ARISING FROM OR RELATED TO THE USE OF THE SITE OR THE SERVICES, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, ACTUAL, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES; LOST INCOME, REVENUE, OR PROFITS; OR OTHER COMMERCIAL, PERSONAL, OR ECONOMIC LOSS, THAT MAY RESULT FROM YOUR USE OF, OR INABILITY TO USE, THE SITE OR THE SERVICES, EVEN IF JIFU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE.

WITHOUT LIMITING THE FOREGOING, YOU AGREE THAT IN NO EVENT SHALL JIFU'S TOTAL LIABILITY TO YOU RELATED TO THE SITE OR THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION OF ANY KIND EXCEED THE GREATER OF (i) THE AMOUNT, IF ANY, YOU HAVE PAID JIFU FOR THE PRODUCTS OR SERVICES AT ISSUE, OR (ii) \$100 U.S. DOLLARS, WHICHEVER IS LESS.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES, OR LIABILITY CONTAINED IN THESE TERMS SHALL NONETHELESS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION IN WHICH YOU RESIDE.

13. Indemnity

You agree to indemnify and hold harmless JIFU and its officers, directors, employees, agents, representatives, licensors, and subcontractors from any and all claims, losses,

obligations, damages, liabilities, costs, and expenses (including attorney's fees) arising out of or related to: (i) your alleged misuse of the Site or failure to abide by these Terms; (ii) User Content posted using your User Account; (iii) your alleged violation or misappropriation of the rights of any other person or entity, including claims that any of your User Content infringes or violates any third party intellectual property rights; (iv) your breach of any representations, warranties, and covenants made in these Terms; and (v) unauthorized use of your User Account (other than as a result of a security compromise for which you are not responsible).

14. Modifications

JIFU may update these Terms and may require your agreement to a new version of the Terms as a condition of the continued right to use the Site and/or certain of the Services. At all times, JIFU will post the current Terms on the Site and will indicate the date of the latest revision. We encourage users to review the Terms periodically for changes. If you have a User Account, you may be required to electronically sign (click) update Terms as a condition of continued use of your account. Continued use of the Site after a new version of the Terms goes into effect will constitute your agreement to the new version of the Terms as to such continued use.

15. Termination

JIFU, in its sole discretion, for any reason or no reason at all, may terminate these Terms, any User Account and/or some or all of the Products and Services provided through the Site, and may remove or delete any or all User Content. Such termination and/or removal of content may occur with or without notice, and you agree that JIFU shall not be liable to you or any third party as a result of such termination or removal or deletion of content.

Any provisions of these Terms which by its nature is intended to survive will survive any termination of these Terms, including without limitation provisions regarding limited remedies and the following Sections: Section 5 (Canceled and Lost Orders), Section 6 (Privacy Policy), Section 7 (User Content), Section 8 (Site Content), Section 9 (DMCA), Section 12 (Exclusion of Warranties; Limitation of Liability), Section 13 (Indemnity), and Section 15 (Termination), and Section 16 (General Terms).

16. General Terms

The Site is operated by JIFU from Idaho, in the United States. Except as expressly provided on the Site, JIFU makes no representations that the Site is appropriate or

available for use outside the United States. If you are accessing or using the Site from other jurisdictions, you are responsible for compliance with local law.

The construction and interpretation of this agreement shall be governed by the laws of the State of Idaho, without regard to its provisions regarding choice of law. The U.N. Convention of Contracts for the International Sale of Goods is expressly excluded from any interpretation of this Agreement. Any dispute relating to these Terms (including any dispute relating to a Third-Party Seller) shall be subject to the exclusive jurisdiction of the state and federal courts in Ada County, Idaho, United States, and the parties agree to submit to the personal jurisdiction and exclusive venue of these courts.

JIFU may assign its rights and obligations under these Terms at any time, with or without notice to you. These Terms set forth the complete understanding and agreement of the parties and supersede and cancel all oral or written agreements or understandings between the parties. The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and shall not be deemed to limit or affect any of the provisions hereof.

If any provision of these Terms is held to be unlawful, void or for any reason unenforceable, that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of the remaining provisions. A provision of these Terms may be waived by JIFU only by a written instrument executed by JIFU. Failure by JIFU at any time to enforce any of its rights under these Terms will not constitute a waiver and shall not affect JIFU's right to enforce such rights at a later time.

17. Contacting JIFU

JIFU is located at 3405 East Overland Road, Suite 260, Meridian, Idaho, 83642. Our Member Services Department can be reached by emailing memberservices@jifu.com or calling 888-899-5438.

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