

TERMS AND CONDITIONS OF USE

Last Updated: October 2016

The following terms and conditions of use (“Terms of Use”) govern this website (the “Site”), when you register for the Site and when you participate. We reserve the right to amend the Terms of Use from time to time by posting a new agreement on this Site. We advise you to read these Terms of Use prior to every use of the Site. Your use of the Site constitutes acceptance of these Terms of Use, our Privacy Policy, and any additional terms that govern services or offerings as well as other legal notices, terms and policies on this Site (together referred to as “Terms”), all of which are expressly incorporated herein by reference. If you do not accept these Terms and/or any amendments thereto, please do not use the Site.

Restrictions

To use the Site, you must be 21 years of age or older, the legal drinking age in the United States. If you are not of legal drinking age, please exit this Site immediately.

By accessing and using the Site and its features, you represent and warrant that (a) all information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 21 years of age or older; and (d) your use of the Site and its features does not violate any applicable law, rule or regulation.

Privacy

Please click here to view our [Privacy Policy](#).

Registration

Registration on the Site provides the ability to store frequently used information and personal identifiable information. All personal information provided to us will be collected, protected and used in accordance with our [Privacy Policy](#).

Upon registration, you must provide a working email address and a password. You must ensure that these remain confidential at all times and agree that you are solely and entirely responsible for all activities which occur under your email address and password. You must notify us immediately if you become aware of any unauthorized use of your email address and password. Each email address and password must be used by a single user and is not transferable. We may suspend or terminate access to an account if we suspect unauthorized or improper use of the account.

Use of Information/Materials

You may print any downloadable information or materials offered on this Site provided that all of the following conditions are met:

- you use the materials or information solely for private purposes and not for direct or indirect commercial purposes;
- your use of the materials is for lawful purposes; and
- no copyright or other similar notice regarding our property rights, or the property rights of any third parties, is removed from the materials.

You agree not to use the Site for illegal purposes (including, without limitation, unlawful, harassing, libelous, invasion of another's privacy, abusive, threatening or obscene purposes) and you agree that you will comply with all laws, rules and regulations related to your use of the Site.

Appropriate legal action will be taken for any illegal or unauthorized use of the Site. Some examples of unauthorized or illegal use of this Site include, but are not limited to: (i) collecting usernames and/or email addresses of Users for the purpose of sending unsolicited email; (ii) the unauthorized framing by you of the Site; (iii) criminal or tortious activity, including fraud, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets; (iv) interfering with, disrupting, or creating an undue burden on the Site or the networks or services connected to the Site; (v) attempting to impersonate another User or person; (vi) using the account, Username, or password of another User, as applicable, at any time or disclosing your password, as applicable, to any third party or permitting any third party to access your account; (vii) displaying an advertisement, or accepting payment or anything of value from a third person in exchange for your performing any commercial activity on or through the Site on behalf of that person, such as placing commercial content on the Site; or (viii) using the Site in a manner inconsistent with any and all applicable laws and regulations.

Any unauthorized use immediately and automatically terminates your right to use this Site and may subject you to legal liability.

User-Generated Content

The Site may now or in the future include content, photos, artwork, videos, text, graphics, articles and other information that you post to the Site ("User Content"). You represent and warrant that: (i) you own the User Content posted by you on the Site, or otherwise have the right to grant the license set forth herein; (ii) your User Content does not violate the privacy rights, publicity rights, intellectual property rights, or any other rights of any person; and (iii) the posting of User Content on the Site does not result in a breach of any contract between you and a third party. You agree to pay for all royalties, fees and other monies owing to any person by reason of any User Content you post on the Site.

By using the Site, or tools or applications for communicating, posting or creating content, you agree to post material that is proper and related to the forum presented by the particular area of the Site.

Commercial advertisements, affiliate links, and other forms of solicitation may be removed by us without notice and may result in termination of privileges. The following is a partial list of additional types of User Content that is illegal or prohibited to post on or through the Site ("Prohibited User Content"). Prohibited User Content includes, but is not limited to, User Content that: (i) is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; (ii) harasses or advocates harassment of another person; (iii) exploits people in a sexual or violent manner; (iv) contains offensive subject matter; (v) solicits personal information from anyone; (vi) provides any telephone numbers, street addresses, last names, URLs or email addresses; (vii) promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (viii) includes or promotes an illegal or unauthorized copy of another person's copyrighted work; (ix) furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities; or (x) includes a photograph of another person that you have

posted without that person's consent. Prohibited User Content may be removed by us without notice and your posting of such content may result in termination of privileges.

We are under no obligation to screen or monitor User Content, but may review User Content from time to time at our sole discretion to review compliance with these Terms of Use. We reserve the right, in our sole discretion, to reject, refuse to post or remove any User Content, or to restrict, suspend, or terminate your access to all or any part of the Site at any time, for any or no reason, with or without prior notice, and without liability. We expressly reserve the right to remove or revoke your registration and/or restrict, suspend, or terminate your access to the Site if we determine, in our sole discretion, that you pose a threat to the Site and/or its Users. We assume no responsibility and no obligation to modify or remove any inappropriate User Content, and no responsibility for the conduct of the User submitting any such User Content.

We do not claim any ownership rights in the User Content that you post to the Site. After posting your User Content, you continue to retain all ownership rights in such User Content, and you continue to have the right to use your User Content in any way you choose. By supplying User Content to any area of the Site, however, you automatically grant us an irrevocable, transferable, perpetual, non-exclusive, fully paid up, worldwide license to use, copy, perform, reproduce, display, edit, modify and distribute such information and User Content and to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sub-licensees of the foregoing. Additionally, we shall be free to use any ideas, concepts, know-how or techniques contained in such User Content for any purpose whatsoever, including without limitation, developing, manufacturing and marketing products and services which incorporate such User Content.

Notice and Procedure for Making U.S. Claims of Copyright Infringement

We are committed to complying with copyright and related laws, and we require all Users of the Site to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Site in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by copyright law. You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. It is our policy to terminate privileges of any User who repeatedly infringes the copyright rights of others upon receipt of proper notification to us by the copyright owner or the copyright owner's legal agent.

Owners of copyrighted works who believe that their rights under copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. If you feel that a posted message is objectionable or infringing, we encourage you to contact us immediately. Upon our receipt of a proper notice of claimed infringement under the DMCA, we will respond expeditiously to remove, or disable access to, the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the Content in issue. Our designated agent (i.e., the proper party) to whom you should address such notice is listed below.

If you believe that your work has been copied and posted on the Site in a way that constitutes copyright infringement, please provide our designated agent with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Site;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the information contained in your report is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Our designated agent for notice of claims of copyright infringement can be reached as follows:

Copyright Agent

421 Aviation Blvd.

Santa Rosa, CA 95403

Or by e-mail: legal.notice@jfwmail.com

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PROCURING SUBSTITUTE SERVICE OR LOST OPPORTUNITY); EVEN IF WE WERE MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

You agree to defend, indemnify and hold us, our subsidiaries, and affiliates, and each of our respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, issued by any third party due to or arising out of your use of the Site in violation of these Terms of Use and/or arising from a breach of these Terms of Use (including, without limitation, any breach of your representations and warranties set forth herein).

Links to Other Sites

Links to third party sites on the Site are provided solely for your convenience. If you use these links, you will leave the Site. These Terms of Use and our Privacy Policy do not apply to any website that you reach by using these links or otherwise leaving the Site. We have not reviewed all of these other websites and we do not control and are not responsible for those websites or the content on those websites. We therefore do not endorse or make any representations about these third-party websites or any material found there. If you decide to access any of the websites linked to the Site, you do so entirely at your own risk.

General

The Site is based in the United States in the State of California. We make no representation that the Site or its policies comply with the laws of any other country. If you access the Site from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. You also consent to the transfer and use of your information outside of your country.

These Terms of Use and any matter relating to the Site (including our Privacy Policy) are governed by the internal substantive laws of the State of California without regard to its conflict of laws principles. Any dispute or controversy arising from use of the Site, our products, or these Terms of Use, must be brought in the courts of the State of California or the United States federal court having jurisdiction over San Francisco, California, and by using the Site or making a purchase from the Site, you agree to be subject to the personal jurisdiction of such courts.