

JONATHAN 'JJ' MICHAUD DESIGNS WEBSITE
TERMS OF USE

(Effective as of March 1, 2020)

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We reserve the right to monitor some, all, or none of the areas of this Site for adherence to these Terms. You acknowledge that by providing you with the ability to post information on this Site, we are acting as a passive conduit for distribution and we are not undertaking any obligation or liability relating to any postings or activities on this Site.

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Through this Site, JJM may make available to you: (a) certain Content, including images, information, events, and/or resources related to JJM professional portfolio and expertise; and (b) various skills and services, including support, information, and connections in the global community for Photography, Graphic Design, Website Development, and Marketing (collectively, "Services").

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SITE ACCESS, REGISTRATION, AND PASSWORDS

You may browse the Site and view Content without registering, but as a condition to using certain aspects of the Site, you may be required to register with JJM and select a password and screen name ("User ID"). You shall provide us with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of these Terms, which may result in immediate termination of your account. You shall not (i) select or use as a User ID or domain name of another person with the intent to impersonate that person; (ii) use as a User ID or domain name subject to any rights of a person other than you without appropriate authorization; or (iii) use as a User ID or domain name that is otherwise offensive, vulgar or obscene. We reserve the right to refuse registration of or cancel a User ID and/or domain name at our sole discretion.

You are solely responsible for the security of online access to this Site, including access to any user account ("Account"), and you must take precautions to protect the confidentiality of your password and User ID. You should not share your password and User ID with any other person or entity. You are solely responsible for verifying the accuracy of any and all transactions placed in your Account and for ensuring that you receive a confirmation for all transactions placed for your Account.

You should contact us immediately if you suspect unauthorized use of your User ID, password, or any other unauthorized activity on your Account. You must exit fully out of your Account at the end of each session. You are and will be responsible for all activities conducted on and with the

Site that make use of your password and/or User ID, and for any charges or fees incurred by the use of that password and/or User ID, including any use you may subsequently contend was not authorized by you. We may justifiably assume that any orders or instructions received through any electronic systems and placed under your Account or password were placed or authorized by you.

USER CONTENT

In certain portions of the Site, users may be allowed to submit information, data, text, software, messages, and/or other materials (individually and collectively, "User Content"). All User Content is the sole responsibility of the person by whom the User Content was posted. This means that you, and not us, are solely responsible for all User Content that you upload, post, transmit, or otherwise make available through or on this Site. You are also solely responsible for all User Content posted under your Account. JJM does not control the User Content posted on or through this Site and, therefore, JJM does not guarantee the accuracy, integrity or quality of such User Content. You represent and warrant that (i) you own or otherwise control all of the rights to the User Content that you post; (ii) that the User Content is accurate and is not malicious, libelous, false or inaccurate, abusive, threatening, obscene, defamatory, or racially, sexually, religiously, or otherwise objectionable and offensive; (iii) use of the User Content you supply does not violate this policy; (iv) the User Content does not infringe any intellectual property or other rights of any third-party and does not violate any applicable laws or regulation; and (v) the User Content will not cause injury to any person or entity.

Opinions, advice, statements, or other information or content made available through the Site, but not directly by the Site, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content.

You may see or read things that you do not like or agree with on our Site. You understand that by using our Site, you may be exposed to User Content that is offensive, indecent, inaccurate or objectionable. We reserve the right, but have no obligation, to monitor the materials posted on the Site to limit or deny a user's access to the Site or take other appropriate action if a user violates these Terms or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious. We do not and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or technology we employ, may monitor and/or record your interactions with the Site or with other users. If we determine, in our sole discretion, that any User Content submitted by you is offensive, inappropriate, or otherwise fails to comply with these Terms, we may ask you to retract or modify the User Content in question. If you fail to meet our request within the time specified, then we may terminate your Account. Notwithstanding the foregoing, you hereby agree that we have the right to determine whether your User Content submissions are appropriate and comply with these Terms, remove any and/or all of your submissions, and terminate your account with or without prior notice. We have no obligation, however, to restrict or monitor User Content in any way. Unauthorized use may result in criminal and/or civil prosecution under Federal, State and local law. If you become aware of any misuse of our Site or violation of these Terms, please contact us in writing at jjmichauddesigns@gmail.com. Should User Content be deemed illegal, JJM will cooperate with the proper authorities, including but not limited to submitting all necessary information to them.

We do not guarantee the accuracy, completeness, or usefulness of any information on the Site nor do we adopt nor endorse, nor are we responsible for, the accuracy or reliability of any opinion, advice, or statement made by other parties. Under no circumstances will we be liable in any way for any User Content that you or any other user or third-party posts or sends via the Site, including, but not limited to, any errors or omissions in any User Content, or for any loss or damage of any kind incurred as a result of the use of any User Content posted, transmitted or otherwise made available through our Site. Under no circumstances will we be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on the Site or transmitted

to users, including such Content's accuracy, completeness, or usefulness. You acknowledge that we do not have any obligation to pre-screen User Content, although we reserve the right (but not the obligation) in our sole discretion to refuse or remove any User Content that is available through our Site. Without limiting the foregoing, we and our designees shall have the right to remove any User Content that violates these Terms or any other applicable policy or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any User Content, including any reliance on the accuracy, completeness, or usefulness of such User Content.

We do not want to receive any confidential or proprietary information from you through this Site or by email. Unless otherwise agreed in writing by an authorized JJM representative, any material, information or idea you transmit to JJM or the Site by any means may be disseminated or used by JJM without compensation or liability to you for any purpose whatsoever, including, but not limited to, developing and marketing products. However, this provision does not apply to personal information that is subject to our Privacy Policy at <https://jjmichaud.com/privacy-policy/>.

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USE RESTRICTIONS AND PROHIBITED BEHAVIORS

Your ability to use this Site and contribute to discussions depends on your compliance with community standards and the conduct guidelines set forth in these Terms, including the section "User Content," above. If you fail to conduct yourself appropriately, we may revoke your privileges to use all or a portion of this Site and/or take other appropriate measures to enforce these community standards and conduct guidelines if violations are brought to our attention.

The following is a non-inclusive list of behaviors that are not permitted on the Site. You agree not to:

- upload, post, transmit or otherwise make available any User Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy (up to, but not excluding any address, email, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically or otherwise objectionable;
- impersonate any person or entity, including, but not limited to, any of our employees, officials, directors, agents, representatives or users, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content posted, transmitted or otherwise made available through the Site;
- upload, post or otherwise transmit any Content that you do not have a right to upload, post or otherwise transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- upload, post or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;

- upload, post, or otherwise transmit unsolicited commercial email or "spam," including unethical marketing, advertising, "chain letters" or any other practice that is in any way connected with "spam", such as (a) sending mass email to recipients who haven't requested email from you or with a fake return address, (b) promoting a site with inappropriate links, titles, descriptions, or (c) promoting your site by posting multiple submissions in public forums that are identical;
- upload, post or otherwise transmit any material that contains software viruses, Trojan horses, malware or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or intercept messages sent from a computer or communications device;
- interfere with or disrupt the Site, servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
- intentionally or unintentionally violate any applicable local, state, national or international law;
- "stalk" or otherwise harass another;
- promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals, which may include, without limitation, providing instructions on how to assemble bombs, grenades and other weapons or incendiary devices;
- offer for sale or sell any item, good or service through our Site;
- use the Site as a forwarding service to another website;
- allow usage by others in such a way as to violate these Terms or any other applicable policy;
- take any steps to interfere with or in any manner compromise any of our security measures;
- use the Site for fraudulent purposes;
- harvest or collect any information about or regarding other Account holders, including, without limitation, any personal data or information;
- sell, lend, lease, trade, rent, barter, sublicense, assign, transfer, or grant rights in any manner to your Account, or password, including, without limitation, on or through the use of any third-party website or service;
- copy the Site or any portion thereof without our express permission (other than as provided under United States copyright laws) or remove any proprietary notices from this Site (we grant the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available, searchable indices but retain the right to revoke this permission at any time on a general or specific basis);
- collect or harvest any personal data of any user of the Site
- cause, permit or authorize the modification, creation of derivative works, or translation of this Site without our express permission;
- attempt to decompile, reverse engineer, disassemble, modify or hack this Site or to defeat or overcome any encryption and/or digital rights management technology implemented by us with respect to this Site and/or data transmitted, processed or stored by us or this Site;
- bypass any robot exclusion headers or other measures we take to restrict access to the Site, or use any software, technology, or device to scrape, spider, or crawl the Site or harvest or manipulate data;
- circumvent, disable, or otherwise interfere with any security-related features of the Site or features that prevent or restrict use or copying of content, or enforce limitations on use of the Site or the content accessible via the Site; or
- use this Site for any commercial purpose or for the benefit of any third-party or in any manner not permitted by this policy, or otherwise exceed the scope of our services that you have signed up for (i.e., by accessing and using the tools that you do not have a right to use).

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This Site may present health information in various forms, which is provided for illustrative or educational purposes only. The health information describes the general principles of health care. The information may not be applicable to your personal circumstances. Moreover, like any printed material, the information may become out-of-date over time and may contain typographical errors and inaccuracies. The information is not intended as a tool for self-diagnosis, is not a recommendation of a specific treatment plan or healthcare provider, and is not a substitute for proper medical advice, diagnosis or treatment. Proper treatment of health conditions depends on a number of factors, such as your medical history, diet, lifestyle and the medication that you currently take. Your doctor or other licensed health care provider is in the best position to take these and other factors into account in assessing and addressing your individual health care needs, including but not limited to addressing any needs, questions, medical condition or disease, diagnosis, treatment or participation in any form of clinical research. Use of this Site cannot replace medical consultation with a qualified health or medical professional, and you should never delay in seeking such consultation because of something you have read on this Site.

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JJM may use third-party service providers to help develop and maintain this Site, to provide specific services offered through this Site, and to help service your Account. You agree that the terms and conditions set forth in these Terms, including all disclaimers of warranties and limitations of liability, inure to the benefit of any third-party service providers engaged by JJM. All references to JJM are deemed to include its agents and service providers. All agents and service providers of JJM will be authorized to use your personal information only for the purpose for which they are hired.

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If you believe any User Content on our site infringes your copyright, you may report such infringement to us using the following procedure. Notices and demands made pursuant to the Digital Millennium Copyright Act Section 512(c) (17 U.S.C. § 512(c)) must be submitted to jjmichaudesigns@gmail.com:

**Copyright Agent
c/o JJ Michaud Designs
7311 Crystal View Drive SE
Caledonia, MI 49316**

To be effective, the notification must be a written communication to the above address that includes the following:

- The date of your notification;
- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- A description of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and/or email address;
- A statement that you have 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
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

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Communications made through the Site's email and messaging system will not constitute legal notice to JJM or any of its officers, employees, agents or representatives in any situation where legal notice is required by contract or any law or regulation.

For contractual purposes, you: (a) consent to receive communications from us in an electronic form via the email address you have submitted; and (b) agree that all Terms, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

We may also use your email address to send you other messages, including information about the Site and special offers. You may opt-out of such email by changing your account settings, if

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JJ Michaud Designs
7311 Crystal View Drive SE
Caledonia, MI 49316

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SITE MUST BE INITIATED WITHIN ONE (1) YEAR OF THE DATE OF THE EVENT THAT GAVE RISE TO THE CLAIM.

JJM SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DELAY OR FAILURE IN THE SITE, OR ANY COMPONENT THEREOF, OR YOUR ABILITY TO ACCESS OR USE THE SITE, RESULTING FROM CAUSES OUTSIDE OF JJM'S CONTROL, INCLUDING, WITHOUT LIMITATION, POWER OUTAGES, ACCIDENTS, STRIKES, FIRES, WAR OR ACTS OF GOD.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless JJM, and its parents, subsidiaries, affiliates, officers, agents, co-branders, partners, licensors, directors, and employees, harmless from any alleged claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your User Content, your use of this Site, your connection to this Site, your violation of these Terms or any other applicable policy, your violation of any rights of another, or breach of any representation or warranty made by you under these Terms, whether you are a registered user or not. You are solely responsible for your actions when using this Site, including, but not limited to, costs incurred for Internet access.

TERMINATION AND MODIFICATION

IF YOU DO NOT UNDERSTAND OR ACCEPT AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE YOU MUST DISCONTINUE YOUR USE OF THE SITE.

JJM may terminate your access to this Site at any time and for any reason without prior notification. Additionally, JJM may modify this Site at any time, and continuing to use the Site constitutes your agreement to such modifications. We may also, in our sole discretion and at any time, with or without notice, discontinue this Site or any portion of it, restrict the time the Site is available, or restrict the amount of use permitted. You agree that we may terminate or restrict your access to this Site under these Terms or under any other applicable policy without prior notice and acknowledge and agree that we may immediately deactivate or delete your Account, as applicable, and all related information and files. We reserve the right to bar any further access to such files and this Site. You agree that we will not be liable to you or any third-party for any termination of your Account or access to this Site. Provisions that survive termination of these Terms are those relating to ownership, limitations of liability, indemnification, and others which by their nature are intended to survive.

APPLICABLE LAW, SEVERABILITY, AND WAIVER

In order to ensure consistency in the interpretation and enforcement of these Terms and JJM's rights in the Site, these Terms will be governed exclusively by the law of the State of Michigan and controlling U.S. federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. You expressly agree that any litigation or dispute arising between you and JJM related, in any way, to the Site and/or these Terms, and/or any and all disputes, actions, claims, or causes of action related thereto, shall be initiated and maintained before the Circuit Court for Kent County, Michigan or the United States District Court for the Western District of Michigan, Southern Division. You expressly consent and irrevocably submit to the exclusive personal jurisdiction and venue of such courts and waive any objection based on inconvenient forum.

If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be modified to the extent necessary to be valid and enforceable, and all other provisions of these Terms shall remain in full force and effect.

The failure of JJM to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by JJM in writing. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will affect the other provisions of these Terms.

SOCIAL NETWORK ACCOUNTS

In the event JJM determines to enable social networking functionality on the Site, you must register and open an Account with us to use such social networking functionality. By opening an Account with us, you promise not to: (a) select or use the identity of another person with the intent to impersonate that person; (b) use a name subject to the rights of any other person without authorization; (c) use an identity that we, in our sole discretion, deem inappropriate or offensive; or (d) breach any representation, warranty or promise made by you in this policy regarding your Account.

Those features requiring registration are intended for adults who are at least 13 years of age and have reached the age of majority under applicable law. In consideration for your use of these features, you represent that you are of legal age to form a binding contract and are legally able to receive services under the laws of the United States. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by our registration form, and (b) maintain and promptly update your Account information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your Account and refuse any and all current or future use of our Site and its related services. Please keep in mind that registering an Account for certain features of our Site may require the submission of information such as your email address or mailing address.

By becoming a user of the social networking features on our Site, certain profile information about you will automatically be displayed, posted, and visible to all members of and visitors to the Site. You can change how this information is displayed through your Account settings. By using our Site, you consent to JJM's display, disclosure, and use of your information and Content as set forth above and you agree to use caution and care in evaluating and selecting your Account settings and information before using this Site and posting any information to it. You, your heirs, executors, administrators, and assignees agree not to hold us liable for any and all claims, liabilities and/or damages of any kind whatsoever that arise out of or relate in any way to your interaction with others and/or with JJM through this Site.

ASSIGNMENT

We may assign or delegate these Terms and/or our Privacy Policy, in whole or in part, to any person or entity at any time without your consent. You may not assign or delegate any rights or obligations under the Terms or Privacy Policy without our prior written consent, and any unauthorized assignment or delegation by you is void.

AMENDMENTS TO TERMS

JJM reserves the right to change the terms and conditions of these Terms, our Privacy Policy at <https://jjmichaud.com/privacy-policy/> and/or any of its other terms, conditions, and rules relating to the Site, at any time in its sole discretion. JJM shall notify you of such changes by posting the changes on the Site. You are responsible for regularly reviewing the Site and these Terms regarding such changes. Continued use of the Site after any such changes have been posted shall constitute your agreement to them.

COMPLAINTS AND VIOLATIONS

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ACKNOWLEDGMENT

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