

# TERMS AND CONDITIONS

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### TERMS AND CONDITIONS

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## I. INTRODUCTION

[www.jull.io](http://www.jull.io) ("website") welcomes you.

We offer you access to our services through our "Website" (defined below) subject to the following Terms of this agreement, which may be updated by us from time to time with or without notice to you. By accessing and using this Website, you acknowledge that you have read, understood, and agree to be lawfully bound by these terms and conditions and our Privacy Policy, which are hereby incorporated by reference (collectively, this "Agreement"). In case you do not agree with any of these terms, then please do not use the Website.

## II. DEFINITIONS

- "**Agreement**" refers to this Terms and Conditions and the Privacy Policy and other documents provided to you by the Website;
- "**Service**" or "**Services**" refers to any service shown below, which we may offer from our Website.
- "**User**", "**You**" and "**your**" refers to the person who is accessing the website for taking or availing any service from us.
- "**Customer**" or "**Client**" refers to the user interested in purchasing or availing services available on the website;
- "**We**", "**us**", "**our**" are references to **JULLIO**;
- "**Website**" shall mean and include "<https://jull.io>", and any successor Website or any of our affiliates;
- "**User Account**" shall mean an electronic account opened for the customer for availing various services offered on the website;

## III. INTERPRETATION

- All references to the singular include the plural and vice versa and the word "includes" should be construed as "without limitation".
- Words used herein regardless of the number and gender specifically used shall be deemed and construed to include any other number, singular or

plural, and any other gender, masculine, feminine, or neuter, as the context requires.

- Reference to any statute, ordinance, or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments, or replacements for the time being in force.
- All headings, bold typing, and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of the terms of this Agreement.

#### **IV. INTRODUCTION AND SCOPE**

- **Scope.** These Terms govern your use of the Website and the Services. Except as otherwise specified, these Terms do not apply to Third-Party Products or Services, which are governed by their terms of service.
- **Eligibility:** Certain Service of the Website is not available to minors under the age of 18 or to any users suspended or removed from the system by us for any reason.
- **Electronic Communication:** When you use this Website or send e-mails and other electronic communications from your desktop or mobile device to us, you are communicating with us electronically. By sending, you agree to receive a reply communications from us electronically in the same format and you can keep copies of these communications for your records.

#### **V. SERVICES**

We are a passionate team of web designers and developers located in Ontario, Canada, and providing our services across the globe.

We specialize in redefining the way you do business through web development, software development, and even branding - with a track record of transforming small and large businesses with modern practices and development techniques.

#### **VI. MODIFICATIONS TO THE SERVICE**

We reserve the right, at our discretion, to change, modify, add to, or remove portions of the Terms (collectively, “**Changes**”), at any time. We may notify you of changes by sending an email to the address identified in your Account or by posting a revised version of the Terms incorporating the Changes to its Website.

## **VII. USER CONTENT**

### **A. Content Responsibility.**

The website permits you to share content, post comments, feedback, etc. (“content”) but you are solely responsible for the content posted by you. You represent that you have required permission to use the content.

When posting content to the website, please do not post content that:

- contains ill-mannered, profane, abusive, racist or hateful language or expressions, text, photographs or illustrations that are pornographic or in poor taste, inflammatory attacks of a personal, racial or religious nature;
- is defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains gross exaggeration or unsubstantiated claims;
- violates the privacy rights of any third party, is unreasonably harmful or offensive to any individual or community;
- discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation or disability, or refers to such matters in any manner prohibited by law;
- violates or inappropriately encourages the violation of any municipal, state, federal or international law, rule, regulation, or ordinance;
- transmits viruses or other harmful, disruptive or destructive files ;
- sends repeated messages related to another user and/or makes derogatory or offensive comments about another individual or repeats prior posting of the same message under multiple emails or subjects;
- Information or data which are unlawfully obtained.

Any submitted content will be refused by us. If repeated violations occur, we reserve the right to cancel user access to the website without advanced notice.

## VIII. PAYMENT

- We do not accept online orders. All the orders shall be made offline, for any inquiry regarding any product/service you can contact us through our email **contact@jull.io** or by clicking on the “Quote” button.
- The price quoted excludes delivery (unless otherwise stated).
- The price quoted is an illustrative estimate only and the price charged will be our price current at the time of delivery (unless otherwise stated).
- Rates of tax and duties on the order will be those applying at the time of delivery.
- At any time before delivery, we may adjust the price to reflect any increase in our costs of supplying the products/services.
- **Refund Policy:** All sales are final. No refund shall be applicable once we started work on the client's request.
- We are happy to support you if there is any issue you can contact us through our email: **contact@jull.io** for any inquiry or problem.

## IX. GEOGRAPHIC RESTRICTION

We reserve the right, to limit the usage or supply of any service to any person, geographic region, or jurisdiction. We may use this right as per necessity. We reserve the right to suspend any Service at any time. Any offer to provide any Service made on this Website is invalid where banned.

## X. CUSTOMER RESPONSIBILITIES

- You shall use the Service and Website for a lawful purpose and comply with all the applicable laws while using the Website;
- You shall not upload, any content on the website that:
  - Defamatory, infringes any trademark, copyright, or any proprietary rights of any person or affect anyone’s privacy, contains violence or hate speech, including any sensitive information about any person.
- You shall not use or access the Website for collecting any market research for some competing business;

- You shall not misrepresent or personate any person or entity for any false or illegal purpose;
- You shall not use any virus, hacking tool for interfering in the operation of the Website or data and files of the Website;
- You will not use any device, scraper, or any automated thing to access the Website for any purpose without taking permission from us.
- You will inform us about anything that is inappropriate or you can inform us if you find something illegal on the website;
- You will not interfere with or try to interrupt the proper operation of the Website through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or try to gain access to any data, files, or passwords connected to the Website through hacking, password or data mining, or any other means;
- You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features (e.g., report abuse button) on the Website;
- You will not take any action that levies or may levy (in our sole decision) an unreasonable or unreasonably big load on our technical arrangement; and
- You will let us know about unsuitable content of which you become aware. If you discover something that infringes any law, please let us know, and we'll review it.

We reserve the right, in our sole and absolute discretion, to deny you access to the Website or any service, or any portion of the Website or service, without notice, and to remove any content.

## **XI. GENERAL CONDITIONS**

- We do not guarantee the accuracy, completeness, validity, or timeliness of the information listed by us.
- We make material changes to these terms and conditions from time to time, we may notify you either by prominently posting a notice of such changes or via email communication.
- The website is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with

the Service for your private, personal, non-commercial use, subject to all the terms and conditions of this Agreement as they apply to the Service.

- We reserve the right to reject the services for any business which we judge to be unfit due to content or otherwise. This includes, but is by no means limited to, websites/business dealing adult-oriented material such as pornography, sites which promote hatred towards persons belonging to any ethnic group, religion or sexual orientation and sites which infringe the copyright or are contrary to enforceable laws
- The client shall be responsible to provide text, images, and video, used in the marketing services, and will remain the client's property. All such material will be assumed to be the property of the client and free to use without fear of breach of copyright laws.
- We reserve the right to alter prices at any time without notice. If a client has commissioned any services from our website before a change in prices that commission will not be subject to any increase, but any subsequent commission may be subject to an increase.
- Jullio has the right to remove, modify, or update any portion of purchased services due to security concerns, illegal content, or failure to pay for service(s) or maintenance costs.
- Jullio maintains ownership of all content related to a purchased service.
- Jullio maintains ownership of all servers and instances related to a purchased service.
- Jullio partners may require periodic access to content or infrastructure for a specific service during the development process.
- Jullio has the right to present or display your completed project or service in a public portfolio.

## **XII. RELEASE**

You release us and our successors from all losses, damages, rights, and demands and actions of any kind, including personal injuries, death, and property damage, that are directly or indirectly related to or arising from your use of the Services (collectively, "Claims").

### **XIII. CONFIDENTIALITY**

Any materials provided by the Client in the course of using our service shall be kept confidential by us as against third parties, unless the disclosure is required according to the process of law or unless the disclosure is to our's financial auditors or governing regulatory bodies. Disclosing or using this information for any purpose beyond the scope of this Agreement.

### **XIV. CONTENT OWNERSHIP, RESPONSIBILITY, AND REMOVAL**

#### **Definition**

For purposes of these Terms: (i) "Content" means text, graphics, images, music, software, audio, video, designs, interactive features, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services;

#### **Ownership**

We do not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content. You acknowledge that the Services and Content are protected by copyright, trademark, and other laws as applicable.

#### **Your Responsibility for User Content**

You are solely responsible for all your User Content. You represent and warrant that: (i) you own all your User Content or you have all rights that are necessary to grant us the license rights in your User Content under these Terms; (ii) you have obtained all consents and permissions from all Authorized Users and others, for your collection of the User Content contributed by them, and transmission and use thereof as contemplated herein; and (iii) neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by us on or through the Services will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation (including, any applicable local, national and international laws).



### **Removal of User Content**

You can remove your User Content by specifically deleting it or deleting your Account. However, in certain instances, some of your User Content (such as archived copies of your Projects or Projects shared with other Team Members who are still working on it) may not be completely removed and copies of your User Content may continue to exist on the Services. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

### **Storage**

WE ARE NOT RESPONSIBLE FOR STORING ANY USER CONTENT, AND WE RECOMMEND THAT YOU ARE APPROPRIATELY BACK-UP ALL YOUR USER CONTENT. IN THE EVENT OF ANY LOSS OR CORRUPTION OF USER CONTENT, WE WILL USE OUR COMMERCIALY REASONABLE EFFORTS TO RESTORE THE LOST OR CORRUPTED USER CONTENT FROM THE LATEST BACKUP OF SUCH USER CONTENT MAINTAINED BY US IN THE NORMAL COURSE OF BUSINESS USING OUR STANDARD ARCHIVAL PROCEDURES. WE WILL NOT BE RESPONSIBLE FOR ANY LOSS, DESTRUCTION, ALTERATION, UNAUTHORIZED DISCLOSURE, OR CORRUPTION OF ANY USER CONTENT.

## **xv. EXCLUSION OF LIABILITY**

You understand and agree that we (a) do not guarantee the accuracy, completeness, validity, or timeliness of information listed by us or any third parties; and (b) shall not be responsible for any materials posted by us or any third party. You shall use your judgment, caution, and common sense in evaluating any prospective methods or offers and any information provided by us or any third party.

Further, we shall not be liable for direct, indirect consequential, or any other form of loss or damage that may be suffered by a user through the use of the [www.jull.io](http://www.jull.io) Website including loss of data or information or any kind of financial or physical loss or damage.

We shall not be responsible for any loss of data, property, stock while using our service.

In no event shall **JULLIO**, nor its Owner, directors, employees, partners, agents, suppliers, or affiliates, be accountable for any indirect, incidental, special, eventful, or exemplary costs, including without limitation, loss of proceeds, figures, usage, goodwill, or other intangible losses, consequential from (i) your use or access of or failure to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content attained from the Service; and (iv) unlawful access, use or alteration of your transmissions or content, whether or not based on guarantee, agreement, domestic wrong (including carelessness) or any other lawful concept, whether or not we've been aware of the possibility of such damage, and even if a cure set forth herein is originated to have futile of its important purpose.

## **XVI. NO RESPONSIBILITY**

We are not responsible to you for:

- any reliance that you may place on any material or commentary posted on our website. Please note that nothing contained in our website or the material published on it is intended to amount to advice on which you should rely; or
- any losses you suffer because the information you put into our website is inaccurate or incomplete; or
- any losses you suffer because you cannot use our website at any time; or
- any errors in or omissions from our website; or
- any losses you may suffer by relying on any commentary, postings, or reviews (of our services or that of our partners) on our website; or
- any unauthorized access or loss of personal information that is beyond our control.

## **XVII. THIRD-PARTY LINKS**

The Website may comprise links to external or third-party Websites (“External Sites”). These links are provided exclusively as ease to you and not as an authorization by us of the content on such External Sites. The content of such External Sites is created and used by others. You can communicate with the site administrator of those External Sites. We are not accountable for the content

provided in the link of any External Sites and do not provide any representations about the content or correctness of the information on such External Sites. You should take safety measures (s) when you are downloading files from all these Websites to safeguard your computer from viruses and other critical programs. If you agree to access linked External Sites, you do so at your own risk.

## **XVIII. PERSONAL INFORMATION AND PRIVACY POLICY**

By accessing or using this Website, you approve us to use, store or otherwise process your personal information as per our Privacy Policy.

## **XIX. ERRORS, INACCURACIES, AND OMISSIONS**

Every effort has been taken to ensure that the information offered on this Website is accurate and error-free. We apologize for any errors or omissions that may have occurred. We cannot give you any warranty that usage of the Website will be error-free or fit for purpose, timely, that defects will be amended, or that the site or the server that makes it available are free of viruses or bugs or signifies the full functionality, accuracy, reliability of the Website and we do not make any warranty whatsoever, whether express or implied, relating to fitness for purpose, or accuracy.

## **XX. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

THE WEBSITE AND THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING THAT THE WEBSITE WILL OPERATE ERROR-FREE OR THAT THE WEBSITE, ITS SERVERS OR ITS CONTENT OR SERVICE ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

WE DISCLAIM ALL LICENSES OR WARRANTIES, INCLUDING, BUT NOT LIMITED TO, LICENSES OR WARRANTIES OF TITLE, MERCHANTABILITY, NON-VIOLATION OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A MATTER OF DEALING, COURSE OF PERFORMANCE,

OR USAGE OF TRADE. IN RELATION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: (I) WE SHALL NOT BE LIABLE FOR ANY UNINTENDED, INCIDENTAL, OR SUBSTANTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS STOPPAGE RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE WEBSITE OR THE CONTENT, EVEN IF WE HAVE BEEN RECOMMENDED OF THE POSSIBILITY OF SUCH DAMAGES.

THE WEBSITE MAY COMPRISE TECHNICAL INCORRECTNESS OR TYPOGRAPHICAL ERRORS OR OMISSIONS. UNLESS REQUIRED BY APPLICABLE LAWS, WE ARE NOT ACCOUNTABLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS RECORDED ON THE WEBSITE. THE WEBSITE MAY CONTAIN INFORMATION ON CERTAIN SERVICES, NOT ALL OF WHICH ARE AVAILABLE IN EVERY LOCATION. A REFERENCE TO A SERVICE ON THE WEBSITES DOES NOT SUGGEST THAT SUCH SERVICE IS OR WILL BE ACCESSIBLE IN YOUR LOCATION. WE RESERVE THE RIGHT TO DO CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE WEBSITE AT ANY TIME WITHOUT NOTICE.

## **XXI. COPYRIGHT AND TRADEMARK**

The Website contains material, such as software, text, graphics, images, designs, sound recordings, audiovisual works, and other material provided by or on behalf of us (collectively referred to as the “Content”). The Content may be possessed by us or third parties. Unauthorized use of the Content may infringe copyright, trademark, and other laws. You have no rights to use the content, and you will not take any Content except as allowed under this Agreement. No other use is allowed without prior written consent from us. You must recollect all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not transfer, provide license or sub-license, sell, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other Website or in a networked computer environment for any purpose is expressly prohibited.

If you infringe any part of this Agreement, your permission to access and/or use the Content and the Website automatically terminates and you must immediately destroy any copies you have made of the Content.

Our trademarks, service marks, and logos used and displayed on the Website are registered and unregistered trademarks or service marks of us. Other company, product, and service names located on the Website may be trademarks or service marks owned by others (the “Third-Party Trademarks,” and, collectively with us, the “Trademarks”). Nothing on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. None of the Content may be retransmitted without our express, written consent for every instance.

## **XXII. INDEMNIFICATION**

You agree to defend, indemnify, and hold us and our officers, directors, employees, successors, licensees harmless from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement or your misuse of the Content or the Website. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right, at your expense, to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

## **XXIII. MISCELLANEOUS**

### **SEVERABILITY**

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms will otherwise remain in full force and effect and enforceable.

### **TERMINATION**

**Term.** The Services will be provided to you can be canceled or terminated by us. We may terminate these Services at any time, with or without cause, upon written notice. We will have no liability to you or any third party because of such termination. Termination of these Terms will terminate all of your Services subscriptions.

**Effect of Termination.** Upon termination of these Terms for any reason, or cancellation or expiration of your Services: (a) We will cease providing the Services; (b) you will not be entitled to any refunds or usage fees, or any other fees, pro-rata or otherwise; (c) any fees you owe to us will immediately become due and payable in full, and (d) we may delete your archived data within 30 days. All sections of the Terms that expressly provide for survival, or by their nature should survive, will survive termination of the Terms, including, without limitation, indemnification, warranty disclaimers, and limitations of liability.

## **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter contained in this Agreement.

## **GOVERNING LAW AND JUDICIAL RECOURSE**

The terms herein will be governed by and construed following the law of Canada without giving effect to any principles of conflicts of law. The courts of Ontario, Canada shall have exclusive jurisdiction over any dispute arising from the use of the Website.

## **FORCE MAJEURE**

We will have no liability to you, your users, or any third party for any failure to perform our or its obligations under these Terms if such non-performance arises as a result of the occurrence of an event beyond the reasonable control of us, including, without limitation, an act of war or terrorism, natural disaster, failure of electricity supply, riot, civil disorder, or civil commotion or other force majeure event.

## **ASSIGNMENT**

We shall have the right to assign/transfer this agreement to any third party including our holding, subsidiaries, affiliates, associates, and group companies, without any consent of the User.

## **CONTACT INFORMATION**

If you have any questions about these Terms, please contact us at [contact@jull.io](mailto:contact@jull.io).

