

WEBSITE TERMS OF USE

Being clear is kind. In that spirit, these Website Terms of Use will govern your use of this website, including any information or materials contained on or accessed through this website (all of which we refer to simply as the “site”). You should read these terms carefully before using the site. If you do not agree with any of these terms, then you should not use this site. If, however, you have questions about any of these terms, or any other aspects of your use of this site, you need only ask. Please send your questions to us at support@joiio.com.

#1 – You Consent to Communications

When you sign up for our email list or register an account with us on our site, you consent to receiving email communications from us. You can unsubscribe at any time by following the instructions at the bottom of any of the emails we send you.

#2 – You are Responsible for Your Account

From time to time, certain services offered on or through the site may be available only to users who have registered with us and been granted an account with a username and password. If you register for any such account, all registration information you submit in relation to your account must be truthful and accurate, and you must maintain the accuracy of that information. You are responsible for activity that occurs in connection with your account. Accordingly, you should keep your account login information confidential. If you suspect unauthorized use of your account, you agree to immediately notify us. If at any time you wish to delete your account, you should follow the instructions on the site.

#3 – Monitoring

It won't surprise you to learn that, as a general matter, we do not actively monitor the use of this site. We nevertheless reserve the right to monitor the use of this site at any time, to remove any materials that may be illegal, may subject us to liability, may violate these terms, or are otherwise inconsistent with what we believe to be the purpose or spirit of this site. In any such case, we are entitled to use our discretion in making determinations about what use is illegal, may subject us to liability, may violate these terms, etc.

#4 – Don't Do Bad Stuff

When you use this site, you agree not to use the site in any of the following obviously inappropriate ways or for any of the following purposes or activities:

- engaging in any criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking,

spamming, copyright infringement, patent infringement, or theft of trade secrets or any other property or information that is not properly yours;

- advertising to, or solicitation of, any user to buy or sell any products or services, unless authorized by us in writing;
- retrieving data or other content from our site to create or compile, directly or indirectly, a collection, compilation, database or directory without our written permission;
- making any unauthorized use of our site or services, including collecting usernames or email addresses of users by electronic or any other means;
- engaging in unauthorized framing of or linking to our site;
- transmitting chain letters or junk email to other users;
- using any information obtained from our site in order to contact, advertise to, solicit or sell to any user without their prior and explicit consent;
- engaging in any automated use of the systems comprising a part of our site, such as using scripts to add friends or send comments or messages, or using any data mining, robots or similar data gathering and extraction tools;
- interfering with, disrupting or creating an undue burden on our site or the networks or services connected to our site;
- impersonating or attempting to impersonate another user or person;
- using any information obtained from our site to harass, abuse or harm another person;
- using our site or any contents thereon as part of any effort to compete with us;
- deciphering, decompiling, disassembling or reverse engineering any of the software comprising or in any way making up a part of our site;
- attempting to bypass any measures of our site designed to prevent or restrict access to any portion of the site;
- harassing, annoying, intimidating or threatening any of our employees, contractors, agents, representatives, officers, directors or owners;
- 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 our site on behalf of that person, such as posting blogs or bulletins with a commercial purpose;

- deleting our copyright or other proprietary rights notice from any content on our site;
- using our site in a manner inconsistent with any and all applicable laws and regulations, or otherwise inconsistent with what we perceive to be contrary to the purpose and spirit of this site and our business.

We may terminate your right to use this site if you engage in any prohibited use or activity of our site.

#5 – It Is What It Is

While we will do our level best to keep the site operational and functioning as best we can, we cannot promise you that this site will always be available on an uninterrupted basis. Moreover, we cannot promise you that the site will at all times be secure, error free, or free of viruses or other harmful code—unfortunately, there are bad folks out there! Accordingly, we cannot assume any risk or responsibility for damage to your devices that may relate to your use of our site or services. You will be solely responsible for installing protective software and taking other precautionary steps to protect your devices and files, including backing up your important files.

Finally, we may modify, suspend or discontinue, with or without notice, any information, services or resources available on our site. Any such modification, suspension or discontinuation may be carried out without us being liable to you or to any third party.

#6 – Limits on Liability; Indemnity

We are not liable to you or any third party for any damages arising from or relating to your use of or inability to use this site, or relating to these Website Terms of Use. For the record, “no damages” means “NO DAMAGES” (subject, however, to the next following paragraph), including this list of different types of damages: direct, indirect, incidental, special, consequential, exemplary, incidental, special, or punitive damages, personal injury, wrongful death, and lost profits. Moreover, when we say we are not liable, we mean it, and this will remain true even if we know of, or you advise us of, the possibility of any damages you may suffer. If you live in a state with laws that limits our ability to contract out of certain kinds of damages, or if any federal laws limit our ability to limit liability, then this section will only apply to the fullest extent permitted by law.

Notwithstanding the above, the maximum amount of actual damages that you may receive, and our sole liability for any reason to you, in connection with your use of this site will be limited to the amount paid by you for any product or service purchased from us through the site during the prior 12-month period; provided, however, that any claim in connection with your use of this site must be brought within one year after the event giving rise to such action occurred.

By using the site, you agree to fully indemnify and hold us harmless from any damages we incur, including our associated costs, expenses and legal fees (including costs of investigation), as a result of any direct or third-party claim brought against us and involving: (a) your violation of these Website Terms of Use or any applicable laws or regulations; or (b) any content you post on or upload to the site. We nonetheless reserve the right to assume the exclusive defense and control of any matter for which you are required to indemnify us, and in any such case you will cooperate with our defense.

#7 – Intellectual Properties

The intellectual property on this site is ours—that is, it belongs to joiio LLC, a Minnesota limited liability company (“Joiio”)—unless we expressly say otherwise or the context clearly indicates otherwise. The intellectual property of ours that is available on this site is nearly all protected by applicable copyright and trademark law—both federal and state. So for example, the narrative on this site is a copyrighted work protected by copyright law. You are welcome to download information from this site, and you may print out a hard copy, for your personal use provided that you keep our work intact and do not remove or alter any copyright or other notice (e.g., trademark) contained in the information. You are not welcome to, and you may not, modify, copy, distribute, display, reproduce, sell, license or create derivative works from any information or site content, in whole or in part, including any text, images, audio or video in any manner, without our prior written permission. In addition to complying with all applicable laws, you agree that you will not use our trademarks, service marks, trade dress, or other logos from this site without our prior written permission.

#8 – Copyright Infringement and DMCA Notice

We attempt to comply with all intellectual-property laws and rights of third parties. If you believe that any content on our site infringes upon your intellectual-property rights, you should contact us immediately with the details necessary for us to consider and respond to your complaint.

More specifically, the Digital Millennium Copyright Act (the “DMCA”) provides remedies for holders of copyrights who believe in good faith that material appearing on the Internet infringes their rights under copyright law. If you believe in good faith that content or material on our site infringes a valid copyright owned by you, you or your agent may send us notice requesting that the material be removed, or access to it blocked. Any such notice should contain the information summarized below:

- a physical or electronic signature of a person authorized to act on behalf of the owner of the allegedly infringed copyright;
- identification of the allegedly infringed copyrighted work;
- identification of the material alleged to be infringing;

- the name, address, telephone number and email address of the complaining party;
- a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized; and
- 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.

If, on the other hand, you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. All notices and counter-notices should be sent to us at support@joiio.com.

#9 – Third Party Websites and Content

Our site may contain links to other websites (“Third Party Websites”) as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the “Third Party Content”). Third Party Websites and Third Party Content are not investigated, monitored or checked by us for accuracy, appropriateness or completeness, and we are not responsible for any Third Party Websites accessed through our site or any Third Party Content posted on, available through, or installed from our site. Our inclusion of, linking to or permitting the use or installation of any Third Party Website or any Third Party Content does not imply approval or endorsement thereof by us. If you decide to leave our site and access Third Party Websites or use or install any Third Party Content, you do so at your own risk and you should be aware that our terms and policies, at that point, no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from our site or relating to any applications you use or install from our site. Any purchases you make through Third Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

#10 – We Reserve Our Rights

If we suspect any violations of these Website Terms of Use, we may terminate or modify your access to this site and any associated customer account, which may involve deletion of any content you have posted or uploaded in connection with your account. We will not have any liability whatsoever to you for any modification or termination of your rights under these Website Terms of Use, including for termination or modification of your customer account or deletion of any posting or content you uploaded to our site.

We may cooperate with legal authorities or third parties in the investigation of any suspected or alleged crime or wrongdoing. Except as may be expressly limited by our Privacy Policy, we reserve the right to disclose any information as we deem necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in our sole discretion. Furthermore, we reserve the right at any time, without notice, for any or no reason, to refuse service or access to the site to anyone, to modify and discontinue any portion or all of the same, and to restrict, suspend and terminate site access or customer accounts.

#11 – These Website Terms of Use Can Change (i.e., Our House, Our Rules)

We may revise these Website Terms of Use at any time and without advance notice. In any such case, your continued use of this site, after we post a revision of these Website Terms of Use here, will signify your acceptance of the revised terms. The date on which we effectively revise these Website Terms of Use will be identified at the bottom of these terms. Accordingly, you should visit this page periodically to review these Website Terms of Use.

#12 – Dispute Resolution

You agree that all disputes between you and us, and not relating to service you purchase from us (in which case disputes will be governed by the customer/service agreement we enter into respecting that service), will be resolved by binding arbitration as provided for in this “Dispute Resolution” section; subject, however, to your limited right to opt out as described below.

THIS PROVISIONS IN THIS SECTION ARE MEANT TO HELP RESOLVE DISPUTES BETWEEN YOU AND US. IT REQUIRES THAT ALL DISPUTES CONNECTED TO THESE WEBSITE TERMS OF USE OR YOUR USE OF OUR SITE BE RESOLVED BY BINDING ARBITRATION. PLEASE READ THIS CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS.

Binding Arbitration: You agree that all claims, disputes or disagreements that may arise out of the interpretation or performance of these Website Terms of Use, including any advertising or marketing communications, or that in any way relate to your use of our site, or the materials or content on our site (including any data breach), shall be submitted exclusively to binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual-property rights.

Arbitration is a form of private dispute resolution in which people waive their rights to: (i) file a lawsuit, (ii) proceed in court, and (iii) have a trial by jury. Instead, people submit disputes to a neutral third party (an “arbitrator”) for a binding decision. Your acceptance of these Website Terms of Use (to be evidenced solely by your use of our site) includes your agreement to arbitrate as a means to settle all related disputes and waives your right to litigate claims (i.e., sue) and be heard by a judge or jury. Without this agreement to arbitrate, you and we may otherwise have

a right or opportunity to: (y) bring claims in a court before a judge or jury; and/or (z) participate or be represented in a case filed in court by others (including but not limited to class actions).

In light of the foregoing, you acknowledge and agree that this agreement to arbitrate includes each of you and us waiving the right to a trial by jury; and you waiving your right to participate as a plaintiff or class member in any purported class or mass action, or representative proceeding, in any action against us. Furthermore, unless both you and us otherwise agree in writing, this agreement to arbitrate prohibits the arbitrator from consolidating more than one person's claims, and he or she may not otherwise preside over any form of any class or mass action, or representative proceeding.

Opt-Out Opportunity: You have the right to opt out of this agreement to arbitrate by giving us written notice within 30 days after becoming subject to this agreement (i.e., your first use of our site). Any such opt-out notice must be sent to us at Jiiiio LLC, 8096 Excelsior Boulevard, Hopkins, MN 55343, Attn: Legal Department. If we do not receive written notice from you within the required time, this agreement to arbitrate will be irrevocable, you will be unable to opt out, and you will therefore have agreed that the provisions of this agreement to arbitrate shall apply.

Procedures and Authority: To begin an arbitration proceeding, you must send a letter to us, requesting arbitration and describing your claim, to Jiiiio LLC, 8096 Excelsior Boulevard, Hopkins, MN 55343, Attn: Legal Department. If we initiate an arbitration proceeding, we will notify you by email to the email address associated with your account (and if we have your mailing address, we will endeavor to send you a mailed notice as well). The arbitration will be conducted by JAMS under its rules and pursuant to the terms of this agreement. Disputes involving claims and counterclaims under \$250,000 (determined without regard to any attorneys' fees and alleged interest) shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures. JAMS's rules are also available at <http://www.jamsadr.com> (under the Rules/Clauses tab) or by calling JAMS at 800-352-5267. Payment of all filing, administration, and arbitration fees will be governed by JAMS's rules.

In any arbitration, the arbitrator will: (a) apply relevant substantive law that is consistent with the Federal Arbitration Act; (b) apply statutes of limitation; (c) honor claims of privilege recognized at law; and (d) award the winning party all remedies available at common law, by statute or in equity; provided, however, that the arbitrator cannot award any damages precluded by these Website Terms of Use (including this agreement to arbitrate).

Expenses: Each party will pay his or her own attorney fees and expenses, and the party initiating the arbitration will pay the fees and expenses of the arbitrator. If you win in any arbitration claim you bring against us, we will reimburse you for any fees you paid to the arbitrator and arbitration organization for the arbitration. If, however, you lose an arbitration case you bring against us, and if the arbitrator finds that either the substance of your claim or

the relief sought was frivolous or was brought for an improper purpose, then you must promptly reimburse us for all of the fees and expenses we incur in connection with the arbitration.

Binding Effect, Survival, and Severability: Except as noted above, the arbitrator’s decision will be final and binding on all parties subject to this agreement to arbitrate—you, us, and all heirs, successors, assigns, and related third parties of you and us. This agreement to arbitrate will survive termination of your use of our site. If any part of this agreement to arbitrate is deemed invalid or unenforceable under any law or statute consistent with the Federal Arbitration Act, that finding will not cancel any remaining part of this agreement to arbitrate, these Website Terms of Use as a whole, or any other agreement between you and us. Nevertheless, the class arbitration prohibition is not severable from the rest of this agreement to arbitrate and, as a result, if a court deems the class arbitration prohibition invalid and unenforceable, then any class action or representative proceeding will be in a court of law and not subject to binding arbitration.

Governing Law; Equitable/Injunctive Relief: We agree that this agreement to arbitrate is made in connection with a transaction involving interstate commerce and will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as it may be amended, and shall be brought in Hennepin County, Minnesota. If the Federal Arbitration Act does not apply, then the substantive law of the State of Minnesota (without regard to its conflicts-of-law provisions) will govern this agreement to arbitrate and any covered claim shall be brought solely in either the applicable federal or state courts located in or with jurisdiction over Hennepin County, Minnesota.

Notwithstanding the foregoing, we will have the right to seek and obtain equitable or injunctive relief, from any court having competent personal jurisdiction over you, to prevent the actual or threatened infringement, misappropriation or violation of our intellectual-property rights or any third party’s intellectual-property rights. An equitable proceeding of this kind may be brought in any court where jurisdiction may exist. In any case where we seek and obtain injunctive or equitable relief, we will be entitled to recover from you all of our out-of-pocket costs and expenses incurred in the course of obtaining such relief, including without limitation all reasonably attorneys’ fees and court costs.

#13 – The Boilerplate

This section contains a bunch of other things that many folks refer to as “boilerplate” provisions. Truly though, this “boilerplate” stuff can be important, so please read carefully. If you have questions, you are welcome to contact us at support@joiiiio.com.

These Website Terms of Use form the entire agreement between you and us regarding your use of this site; provided, however, that if you engage us to provide service to you, then in addition to these Website Terms of Use you will enter into a customer/service agreement with us respecting that service and thereby become bound by the terms of that agreement.

These Website Terms of Use will be governed by the laws of the State of Minnesota to the fullest extent permitted by law and without regard to any conflicts-of-law principles. Our failure to exercise or enforce any right or provision of these Website Terms of Us, either because we're being nice or otherwise, will not be a waiver of that right or provision. If any part of these Website Terms of Use is determined to be invalid or unenforceable under any law or statute, that determination will not invalidate or render unenforceable any remaining part of these Website Terms of Use (except as may be otherwise set forth in #12 above); and this provision will survive termination of your use of our site.

Dated: May 2022