Terms of Use

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4. User Data. User represents and warrants that it has the adequate rights for (a) the submission of all data and content submitted or posted by it through or on the Website, including without limitation any identifying or non-identifying information related to such User or third parties ("User Data") and for (b) any use or transfer permitted hereunder to be made with respect to such User Data. User shall have the exclusive responsibility and liability for the User Data and any of its own acts or omissions in respect thereof through the Website, including without limitation, for the legality, reliability, authenticity, integrity, accuracy, and completeness of the User Data it has submitted.
User shall indemnify and hold Joy harmless for any failure to comply with User’s obligations or any breach of User’s warranties under this Section. Joy is not responsible to verify the accuracy or legitimacy of any User Data submitted or posted through the Website.

User gives its consent to Joy, and grants Joy with a worldwide, royalty-free, and non-exclusive license, to collect User Data submitted through the Website, store such User Data in Joy's servers or third party's external servers which are utilized to make the Website available, and to use such User Data solely as specified in Joy’s Privacy Policy.

5. **Indemnification.** User agrees to indemnify and hold harmless Joy, its affiliates, employees, consultants and any persons or parties involved in creating, producing, delivering or managing the Website, the Content and any additional content on the Website, from and against any and all claims arising out of or relating to: (1) User's violation of these Terms (including for avoidance of doubt the Privacy Policy) and/or any applicable law; or (2) User's violation of any rights of any third party in connection with the Website.

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9. **Entire Agreement.** These Terms, as amended from time to time, along with any ancillary document and/or instrument referenced herein, is the entire and exclusive agreement between Joy and the User and except for any designated individual agreement executed between User and Joy separately (e.g. Commercial Agreement) shall supersedes all previous communications, representations or agreements between Joy and the User, oral or written, with respect to this matter.

10. **Waiver.** Joy’s rights under these Terms may be waived by Joy in writing only.

11. **Savings Clause.** If any sentence, term or condition of these Terms is found by a court of competent jurisdiction to be unenforceable or illegal, such sentence, term or condition will be automatically ratified to be valid, enforceable and operative to the maximum extent of the law and to preserve its original intent. The invalidity of any part of these Terms shall not render any other part of these Terms in its entirety, invalid.

12. **Changes or Alterations to the Website.** Joy reserves the right to change, alter, update, modify, suspend, and discontinue, temporarily or permanently, the Website and/or all or any of the content on the Website, and/or the availability of the Content, with or without notice, and for any or no reason. Joy shall not be liable towards User or any third party for any such modifications, availability (or the lack of such) suspensions or discontinuance of any or all of the activities or content on the Website.

13. **Modification.** We reserve the right to modify these Terms at any time. Please check these Terms periodically for changes. Your continued use of the Website after the posting of changes constitutes your binding acceptance of such changes.

14. **Miscellaneous.** These Terms shall endure to the benefit of Joy and its affiliates. The headings contained in these Terms are merely for convenience and convey no legal or interpretive effect. Third party’s terms and conditions may be applicable when using other services, links, third party content, applications,
promotional content or third-party software on or provided through the Website. Joy may assign its rights and duties to any party at any time without notice to the User.

**Contact Information** Any questions, concerns or complaints regarding these Terms should be sent to info@joyventures.com

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