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In addition, when you use any of our products, training guides, or services, you will also be subject to our terms, conditions, and agreements applicable thereto.

Anyone may visit our Site; however, you must be at least 18 years old to register for or use any of our products, training guides, or services.

1. Terms of Use Modifications

We may update, change, modify, or revise these Terms of Use at any time and for any reason. Any changes will become effective upon posting to the Site, along with the date on which it was most recently updated as indicated by the “**Last Updated**” section at the end of these Terms of Use. Your continued access to and/or use of the Site and the Materials after any such modifications constitute your acceptance of the Terms of Use as modified. It is your responsibility to review the Terms of Use regularly for updates.

2. Privacy

Please review our Privacy Policy as posted on the Site (the “**Privacy Policy**”), which is incorporated herein and also governs your use of the Site and the Materials, to understand Hope Of Joe’s privacy practices.

3. Limited License

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Hope Of Joe may at any time, for any reason, and without notice or liability: (i) modify, suspend, or terminate operation of or access to the Site or the Materials, or (ii) change,

revise, or modify the Site or the Materials.

4. Restrictions on Use

You agree not to:

1. use the Site or Materials for any commercial purpose;
2. reproduce, distribute, publicly display, or otherwise transfer the Site or Materials
3. adapt, alter, modify, reverse engineer, disassemble, or decompile the Site or any associated technology
4. prepare derivative works based on the Site or the Materials
5. remove, obscure, or modify any copyright, trademark or other proprietary rights notices, marks or labels contained on or within the Site or the Materials
1. frame, mirror, or in-line link any of the Materials, or incorporate into another website, application, or other service any of our intellectual property
2. use this Site or the Materials for any unlawful, fraudulent, or malicious purposes, or to solicit any such activity
3. attempt to gain unauthorized access to any accounts, features, systems, or networks through hacking, password mining, or any other means
4. interfere with any access control measures or attempt to disable or circumvent such security features
5. post, transmit, submit, or include any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, or otherwise objectionable content, material, or information of any kind, or any content, material, or information that may give rise to criminal or civil liability
6. submit or post any false or misleading information; and/or
7. violate, infringe, or misappropriate the intellectual property, publicity, privacy, or other proprietary rights of Hope Of Joe or any other person or entity

We reserve the right to prohibit access, use, conduct, communications, or content that we, in our sole discretion, deem to be harmful to this Site, users, us, our brand, or any other person or entity, or that violates these Terms of Use and/or applicable law.

Any unauthorized use automatically terminates the license granted to you hereunder.

5. Login and Registration

Certain Materials and services offered on or through the Site may require you to complete a registration process and/or setup an account or login. In connection therewith, you agree to provide and maintain true, accurate, current, and complete information about yourself. You are responsible for maintaining the confidentiality of the information you hold for your login, including your password. You may not allow anyone else to use your login. You agree to notify us immediately of any unauthorized use of your login. Hope Of Joe shall not be liable for any loss or damage arising from your failure to comply with these obligations.

6. Postings and Submissions

You may post reviews, comments, recommendations, photos, and other content to the Site

and submit suggestions, ideas, comments, questions, or other information to Hope Of Joe (“**User Content**”). You are fully responsible for all User Content, which must comply with these Terms of Use.

If you do post or submit any User Content, you grant Hope Of Joe an unrestricted, worldwide, nonexclusive, royalty-free, perpetual, irrevocable, and transferable (fully assignable and sublicensable) right and license to use, copy, reproduce, display, publish, publicly perform, distribute, edit, modify, adapt, translate, reformat, and create derivative works from your User Content, in whole or in part, for any purposes whatsoever, in any media now known or hereafter developed, without compensation to you or anyone else. You also grant Hope Of Joe the right to use the name that you submit in connection with your User Content. You also permit any user to access, display, view, store, and reproduce your User Content for personal use. You represent and warrant that (i) you own or otherwise control all of the rights to your User Content (i.e., you do not post content that is the property of another); (ii) the content is accurate; (iii) your User Content does not violate these Terms of Use and will not cause injury to any person or entity; and (iv) you will indemnify Hope Of Joe for all claims resulting from your User Content.

Hope Of Joe has the right but not the obligation to monitor, edit, or remove any User Content, but Hope Of Joe does not regularly review any User Content. Hope Of Joe takes no responsibility and assumes no liability for any User Content.

Any information you post may be accessible to anyone and any personal or other information you include in your posting may be read, collected and used by others. Thus, you should not post any personal information that you wish to keep private.

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If you are dissatisfied with the Site or the Materials (including any of our products or

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8. Limitation of Liability

IN NO EVENT SHALL HOPE OF JOE, ITS OWNER, EMPLOYEES, CONSULTANTS, OR PROVIDERS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY MONETARY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SITE, THE MATERIALS, OR THESE TERMS OF USE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY, AND EVEN IF HOPE OF JOE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, LIABILITIES, COSTS OR EXPENSE (INCLUDING ATTORNEYS FEES AND COSTS) ARISING FROM THE SITE, THE MATERIALS, AND THESE TERMS OF USE, EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR THE MATERIALS OR SERVICES.

THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SET FORTH IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. Indemnification

You agree to defend, indemnify, and hold harmless Hope Of Joe from and against any and all claims, causes of action, damages, losses, liabilities, costs and expenses (including, without limitation, attorneys' fees and costs) arising from (i) your breach of these Terms of Use, and (ii) your use of the Site or the Materials.

10. Copyright Infringement Notification

If you believe in good faith that any Materials infringe your copyright, you (or your agent) should send us a notice that complies with the Digital Millennium Copyright Act. Such notice must contain the following: (i) your name, address, telephone number, email address; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where on the Site the Materials that you claim is infringing is located (for example, the URL), including clear screenshots of such Content (this is for identification purposes only, not to "prove" your claims); (iv) a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (v) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (vi) and an electronic or physical signature of the copyright owner or of the person authorized to act on his or her behalf These requirements must be followed to give us legally sufficient notice of infringement.

Notices and counter-notices should be sent to:

Hope Of Joe
10010 Belle Rive Blvd STE 1005
Jacksonville FL 32256

CustomerCare@Hope Of Joe.com

11. Electronic Communications

When you visit the Site, use the Materials, or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the Site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing and are deemed to be given and received on the date we transmit any such electronic communication.

12. Links

Our Site and communications may contain links to other websites and social media platforms such as Instagram, Facebook, and Twitter (“Linked Sites”). These Terms of Use only apply to this Site and do not apply to any Linked Sites. We encourage you to read and understand the terms of use of any Linked Sites that you visit. Links do not imply that we sponsor, endorse, are affiliated with or associated with, or are legally authorized to use any trademark, trade name, service mark, design, logo, symbol, or other copyrighted materials displayed on or accessible through any Linked Site.

13. International Use

This Site is controlled, operated, and administered by Hope Of Joe from offices within the United States of America. We make no representation regarding use of the Site or the Materials outside of the United States.

14. Governing Law/Jurisdiction/Claim Limitation

These Terms of Use are governed by the laws of the State of Florida. Any action or suit related to these Terms of Use, the Site, or the Materials must be brought in the state or federal courts sitting in Jacksonville Florida, provided however, that Hope Of Joe may seek equitable relief in any jurisdiction. Any cause of action brought against Hope Of Joe must be commenced within one (1) year after the claim or cause of action arose. In any action or proceeding arising under these Terms of Use, the prevailing party will be entitled to recover its costs and attorneys’ fees.

15. Violation of these Terms of Use and Remedies

Hope Of Joe may, in its sole discretion and without prior notice, block and/or terminate your access to the Site and/or the Materials if we determine that you have violated these Terms of Use or other terms or agreements or that may be associated therewith. You hereby agree that any violation, or threatened violation, by you of these Terms of Use will cause irreparable harm to Hope Of Joe, and therefore you agree that Hope Of Joe shall be entitled to injunctive or equitable relief, in addition to any other available remedies.

16. General Provisions

If, for any reason, a court of competent jurisdiction finally determines any provision of these Terms of Use, our Privacy Policy, or any portion thereof to be unenforceable, such provision shall be enforced to the maximum extent permissible so as to give the intended effect thereof, and the remainder of these Terms of Use and Privacy Policy shall continue in full force and effect. Hope Of Joe’s failure to act with respect to a breach by you or others does not waive our right to act with respect to that breach or subsequent or similar breaches. No consent or waiver by Hope Of Joe hereof will be deemed effective unless in

writing. These Terms of Use, together with our Privacy Policy and any other applicable terms included within the Site and/or the Materials, as each is currently posted, constitute the entire agreement between Hope Of Joe and you with respect to your use of the Site and the Materials and supersede all previous written or oral agreements relating to the subject matter hereof.

17. Contact Us

If you have any questions or concerns about the Site, the Materials, or these Terms of Use please contact us at CustomerCare@HopeOfJoe.com.

Last Updated

Terms of Use last updated on March 10 2019.