

JillCoil.com Terms of Use

Last updated: April 26, 2021

1. General

Welcome to JillCoil.com, owned and operated by Jill L. Coil, LLC. As used in these Terms of Use, the terms “us,” “we,” the “Company”, and “our” shall refer to Jill L. Coil, LLC. By accessing or using the services on JillCoil.com (the “**Site**”, which term includes, any mobile application owned by us) or any other platforms or services we may offer (collectively, the “**Service**” or our “**Services**”), you agree to and are bound by these Terms of Use (the “**Terms**”). These Terms apply to anyone who accesses or uses our Services.

Your use of our Services is also subject to our Privacy Policy and any terms disclosed and agreed to by you when you purchase or use additional features, products, or services through the Services. Our Privacy Policy and all other such terms are incorporated into these Terms by reference. If you do not agree with these Terms, do not use our Services.

We reserve the right to modify, amend or change the Terms at any time. Notice of any material change will be posted on this page with an updated effective date. In certain circumstances, we may notify you of a change to the Terms via email or other means, as appropriate under the circumstances; however, you agree to regularly check this page for notice of any changes. Future changes will not be retroactive without your consent. Your continued use of our Services constitutes your acceptance of any change and you will be legally bound by the updated Terms. If you do not accept any change, you should stop using our Services.

2. Content

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, and computer code (collectively, “**Content**”), including but not limited to the design and “look and feel of such Content, contained on the Site is owned or licensed by or to the Company. The Content may include our trademarks or services marks. You may not use our proprietary marks without our prior consent.

No part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, or distributed in any way (including “mirroring”) for publication or distribution or for any commercial or non-commercial enterprise.

We reserve all rights to copyrights to elements and graphics on the Site.

3. Your Use of the Site

You may not use the Site or Services in a manner that:

- infringes on any third party’s intellectual property or proprietary rights, or rights of publicity or privacy;

- violates any law, statute, ordinance or regulation;
- is defamatory, trade libelous, threatening, unlawfully harassing, indecent, abusive, obscene or contains pornography; or
- involves bullying, threatening, cyberstalking, intimidation, or any other type of harassment.

You may not:

- use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content;
- reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site;
- attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any Company server, or to any of the services offered on or through the Site, by hacking, password “mining” or any other illegitimate means;
- probe, scan or test the vulnerability of the Site or any network connected to the Site;
- breach the security or authentication measures on the Site or any network connected to the Site;
- use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person’s use of the Site; or
- disguise who you are or pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

We always appreciate your feedback or other suggestions, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them (just as you have no obligation to offer them).

4. Warranty Disclaimer

THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT, AND OUR SERVICES, ARE PROVIDED “AS IS”, WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, SERVICES, AND HYPERLINKED WEBSITES.

THE COMPANY, ITS AFFILIATES, SUBSIDIARIES, LICENSORS AND SPONSORS ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, SERVICES OR CONTENT. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SITE-

RELATED SERVICES, AND/OR HYPERLINKED WEBSITES IS TO STOP USING THE SITE AND/OR THE SERVICES.

If we are found to be liable to you for any damage or loss which arises out of or is in any way connected with the Services, to the extent allowed by law, our aggregate liability will not exceed US\$100.00.

Although we attempt to ensure the integrity and accurateness of the Site, we make no guarantees whatsoever as to the correctness or accuracy of the Site. It is possible that the Site could include inaccuracies or errors, and that unauthorized additions, deletions, and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform the Company so that it can be corrected. Information contained on the Site may be changed and or updated without notice.

5. Links to Other Sites

This Site may contain links to other independent third-party Web sites (“*Linked Sites*”). These Linked Sites are provided solely as a convenience to Site visitors. Such Linked Sites are not under our control, and we are not responsible for and do not endorse the content of such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites. In addition, a hyperlink to a non-Company website or application does not mean that we endorse or accept any responsibility for the content or the use of the Linked Site. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, trojan horses, and other items of a destructive nature.

6. Violation of These Terms of Use

We may terminate or block your access to the Site or the Services for any reason or no reason. You consent to the Company obtaining any injunctive or equitable relief that it deems necessary or appropriate in the event you violate these Terms. These remedies are in addition to any other remedies we may have at law or in equity.

If the Company does take any legal action against you as a result of your violation of these Terms, it will be entitled to recover from you, and you agree to pay, all reasonable attorneys’ fees and costs of such action in addition to any other relief granted to the Company. You agree that we will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms.

You agree to indemnify, defend and hold the Company, its affiliates and their officers, directors, shareholders, predecessors, successors in interest, employees, agents, licensors and service providers harmless from any demands, loss, liability, claims, or expenses (including attorneys’ fees) made by any third party due to or arising out of or in connection with your use of the Site or the Services.

7. Governing Law

These Terms are entered into in the State of Utah and shall be governed by and construed in accordance with the laws of the State of Utah, exclusive of its choice of law rules that would give rise to application of the substantive law of another jurisdiction. You submit to the exclusive jurisdiction of the state and federal courts sitting in the Salt Lake County in the State of Utah and you waive any jurisdictional, venue, or inconvenience forum objections to such courts. In the event that any of these Terms are held by a court or other tribunal of competent jurisdiction to be unenforceable, those provisions shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect.

8. Digital Millennium Copyright Act

We have adopted the following policy towards copyright infringement in accordance with the Digital Millennium Copyright Act. If you believe any Content infringes upon your intellectual property rights, please submit a notification alleging such infringement including the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification 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;
- Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- 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, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Any takedown notice should be sent to community@jillcoil.com

9. Void Where Prohibited

The Services are not available to all persons or in all geographic locations, or appropriate or available for use outside the United States. Company reserves the right to limit the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Site is void where prohibited. If you choose to access the Site from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws.