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THE ENGLISH LANGUAGE VERSION OF THESE TERMS OF USE SHALL BE THE ORIGINAL, GOVERNING INSTRUMENT AND UNDERSTANDING OF THE PARTIES. IF THESE TERMS OF USE ARE MADE AVAILABLE BY JFA IN ANY LANGUAGE OTHER THAN ENGLISH, THE ENGLISH LANGUAGE VERSION SHALL GOVERN AND CONTROL IN THE EVENT OF ANY CONFLICT WITH ANY TRANSLATION INTO ANY OTHER LANGUAGE (TO THE EXTENT THIS DOES NOT CONTRADICT MANDATORY PROVISIONS OF APPLICABLE LAW).

In consideration of the foregoing and of the mutual promises and covenants set forth herein, You and JFA (together, the “Parties”) agree as follows:

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3. Restrictions. You will not and will not permit or authorize a third party to:
(i) attempt to gain unauthorized access to or exploit any portion or feature of the Service; (ii) remove, obscure or alter any copyright notices, trademarks, or any other proprietary rights or legal notices, documents or hyperlinks that may appear in or be provided through the Service; (iii) create derivative works, copy, or modify any portion of the Service, (iv) use

the Service to create or enhance a competing service or product, (v) access or use the Service in any unauthorized manner; (vi) copy, extract, scrape or reutilize any portion of the Service, including, but not limited to, unauthorized bulk downloads of content or data, creation of any databases based upon data or content provided through the Service, or training of any model; (vii) use the Service to transmit any computer viruses, worms, trojan horses or other malware, or by trespass, burdening network capacity, improperly manipulating or falsifying information within the Service, or otherwise interfering with other users' enjoyment of the Service; (viii) create any code or program that would disable, hack or otherwise interfere with or disrupt the Service or any servers or networks connected to the Service, or any security, verification or authentication mechanisms implemented in or by the Service; (ix) use the Service in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party; (x) sell, resell, sublicense, transfer or distribute the Service in any way; (xi) analyze or use the Service in any manner to attempt to derive the identity of any user or device or otherwise attempt to correlate data provided through the Service with any user or device; (xii) use or manipulate any User Content or the Service or any data or content provided through the Service in violation of these Terms of Use or any applicable law or regulation; (xiii) cache, pre-fetch or store any part of the Service in any unauthorized manner; (xiv) decompile, decrypt, reverse engineer, attempt to derive the source code of or disassemble the Service or any portion thereof (except as and only to the extent this restriction is prohibited by applicable law or by licensing terms governing the use of any FOSS components that may be included with the Service); (xv) share, transfer, upload, download, post, transmit, store or otherwise make available any User Content that (a) You do not have permission, right or license to use, (b) infringes on the rights of any third party; (c) includes personal, private or confidential information belonging to others; (d) includes a request for personal information from anyone; (e) impersonates or misrepresents Your affiliation with another person or entity; (f) includes or transmits spam, including, but not limited to, unsolicited advertising, promotional materials or informational announcements; (g) engages in or promotes any illegal, fraudulent or manipulative activity; (h) includes any defamatory, libelous, abusive, vulgar, offensive, derogatory, harmful, unlawful, deceptive, harassing, threatening, hateful, violent, obscene or pornographic content or content that may otherwise be objectionable; or (i) that contains any data, content or other materials that are subject to a license that would impose any obligation or limitation on JFA not expressly set forth in these Terms of Use.

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3. Representations and Warranties

You represent, warrant, and agree that: (i) You have full power to enter into and abide by these Terms of Use, and upon JFA’s request, You will immediately demonstrate such power or authorization to JFA’s satisfaction, and understand and acknowledge that Your failure to do so will be deemed a material breach of these Terms of Use; (ii) Your access or use of the Service and submission of Your User Content are and shall remain in full compliance with these Terms of Use and all applicable laws, including but not limited to those of the jurisdiction(s) in which You reside or are located or to which You are subject, and those of each jurisdiction in which Your User Content is displayed; (iii) You hold the necessary rights, authorizations, permissions, and consents to use, transmit, and provide the User Content in connection with the Service and for use by JFA as permitted herein; and (iv) You will remove or request removal by JFA of any User Content if and to the extent You no longer have the necessary rights, authorizations, permissions, or consents required herein; (v) You will not breach or circumvent any security measures of the Service or any connected or related system; (vi) the User Content or the use thereof does not and will not: (a) infringe on any third party’s copyright, patent, trademark, trade secret, or any other intellectual property or proprietary rights; (b) violate any law, statute, ordinance, or regulation, including, without limitation, any privacy laws or regulations or any laws or regulations governing export control and applicable sanctions; (c) be defamatory or trade libelous; (d) be pornographic or obscene; (e) contain malware, spyware, viruses, Trojan horses, worms, time bombs, ransomware, or other similar harmful or deleterious programming routines; or (f) contain any data, content or other materials that are subject to a license that would impose any obligation or limitation on JFA not expressly set forth herein.

4. Disclaimer of Warranties; Limitation of Liability

1. YOU MAY HAVE NON-EXCLUDABLE RIGHTS OR REMEDIES UNDER LAWS IN YOUR JURISDICTION. NOTHING IN THESE TERMS OF USE IS INTENDED TO OR HAS THE EFFECT OF LIMITING, MODIFYING, OR EXCLUDING ANY LIABILITY WHICH CANNOT BE SO LIMITED, MODIFIED OR EXCLUDED BY LAW. ANY AND ALL LIMITATIONS OR EXCLUSIONS OF JFA'S LIABILITY IN THESE TERMS OF USE SHALL APPLY ONLY TO THE MAXIMUM EXTENT SUCH LIMITATIONS ARE PERMITTED BY LAW.
2. JFA DOES NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME JFA MAY REMOVE THE SERVICE (OR PARTICULAR SERVICE THEREIN) FOR INDEFINITE PERIODS OF TIME, OR CEASE TO OFFER THE SERVICE IN THEIR ENTIRETY OR IN PART, AT ANY TIME.
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5. THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL JFA, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR OTHER INTANGIBLE LOSSES (EVEN IF JFA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

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5. Indemnity

BY USING THE SERVICE AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU WILL INDEMNIFY ON DEMAND AND HOLD JFA, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, LICENSORS, AND SUBLICENSEES HARMLESS WITH RESPECT TO ANY CLAIMS OR DEMANDS, INVESTIGATIONS, FINES, LOSSES, LIABILITIES, EXPENSES, COSTS, FEES, INCLUDING REASONABLE ATTORNEYS FEES, RELATING TO OR ARISING FROM: (A) YOUR ACTUAL OR ALLEGED BREACH OF THESE TERMS OF USE, INCLUDING BUT NOT LIMITED TO BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT MADE BY YOU HEREIN; (B) YOUR USE OF THE SERVICE; (C) ANY USER CONTENT THAT YOU SUBMIT, TRANSMIT OR OTHERWISE PROVIDE TO JFA; (D) YOUR VIOLATION OF ANY RIGHTS OF ANOTHER. FOR PURPOSES OF CLARIFICATION, AS BETWEEN YOU AND JFA, YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR YOUR ACTS OR OMISSIONS AND FOR ANY USER CONTENT OR OTHER DATA OR CONTENT THAT YOU PROVIDE TO JFA.

6. Personal Data Privacy and Security

All data processing by JFA in connection with the Service will be done in accordance with its publicly posted Privacy Policy. If at any time You determine that any feature or functionality of the Service allows You to collect personally identifiable information ("Personal Data"), You will: (i) notify JFA immediately in writing; (ii) maintain strict confidentiality and security measures to protect the Personal Data; (iii) not disclose any Personal Data to any other party; (iv) notify JFA immediately if there is any potential or actual breach of security involving the Personal Data; and (v) comply with all applicable laws, regulations, and international accords or treaties pertaining to Personal Data, including as applicable to transfers of Personal Data from any jurisdiction to any other jurisdiction. By using the Service, You acknowledge and agree that JFA may use information about Your use of the Service in connection with the Service for the purpose of providing, evaluating, modifying, or improving the Service and other location-based products and services, and for communicating with You about the Service. You also acknowledge and agree that JFA may collect and use data related to user activities in connection with the Service. This data is used for providing, analyzing, reporting, and enhancing the Service and other location-based products and services. All data

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7. Termination or Suspension

JFA may terminate or suspend the Service at any time with or without notice or cause. Upon any expiration or termination of the Service: (i) all rights, licenses, consents, and authorizations granted by either Party to the other hereunder will immediately terminate except for the licenses granted by You to JFA herein which will survive any expiration or termination of these Terms of Use; and (ii) You will cease all use of the Service. THE RIGHTS AND OBLIGATIONS SET FORTH IN SECTIONS 1.2, 1.3, AND 2 THROUGH 12 WILL SURVIVE THE EXPIRATION OR TERMINATION OF THESE TERMS OF USE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS OF USE, JFA MAY, IN ITS SOLE DISCRETION, DIRECTLY OR INDIRECTLY, IMMEDIATELY AND WITHOUT ADVANCE NOTICE SUSPEND, TERMINATE OR OTHERWISE DENY YOUR ACCESS TO OR USE OF ALL OR ANY PART OF THE SERVICE, AND JFA WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY SHOULD IT EXERCISE SUCH RIGHTS. This Section 7 does not limit any of JFA's other rights or remedies, whether at law, in equity, or under these Terms of Use.

8. Modification or Amendment

JFA reserves the right, at any time in its sole discretion, to modify or amend these Terms of Use. Such modifications and additional terms and conditions will be effective immediately and incorporated into these Terms of Use. You acknowledge and agree that regularly reviewing these Terms of Use is Your responsibility. IF YOU DO NOT AGREE TO ANY MODIFICATION TO THE TERMS OF USE, YOU WILL IMMEDIATELY STOP ALL ACCESS TO AND USE OF THE SERVICE. YOUR CONTINUED USE OF THE SERVICE AFTER ANY MODIFICATION TO THE TERMS OF USE WILL BE DEEMED AS YOUR ACCEPTANCE OF THE TERMS OF USE AS MODIFIED. JFA may also modify the Service, including but not limited to, updating or discontinuing any feature provided therein.

9. Governing Law

YOU EXPRESSLY AGREE THAT THE LAWS OF THE UNITED KINGDOM, EXCLUDING ITS CONFLICTS OF LAW RULES, GOVERN THESE TERMS OF USE AND YOUR USE OF THE SERVICE, AND THAT THE EXCLUSIVE JURISDICTION FOR ANY PROCEEDING RELATING IN ANY WAY TO YOUR USE OF THE SERVICE WILL BE THE UNITED KINGDOM. YOU HEREBY WAIVE THE RIGHT TO OBJECT TO THE FOREGOING CHOICE OF LAW, PERSONAL JURISDICTION OR VENUE. YOU FURTHER AGREE TO SUBMIT TO THE PERSONAL AND EXCLUSIVE JURISDICTION OF THE COURTS LOCATED WITHIN THE UNITED KINGDOM, TO RESOLVE ANY DISPUTE OR CLAIM ARISING FROM THIS AGREEMENT.

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