

# Jargon's Terms of Service

## TERMS OF USE

Last Revised on June 1, 2024.

These Terms of Use (these “Terms”) set forth the terms and conditions that apply to your access and use of (i) the websites, (ii) software applications and other online services, together with any content, tools, features and functionality offered on or through such websites, software applications and other online services, including the Jargon extension for web browsers (the “Extension”), and (iii) the mobile applications and related technologies (the “Mobile Apps” and together with the foregoing items in clauses (i) and (ii), the “Services”) provided by Jargon (“Company”, “we” or “us”).

These Terms govern your access to and use of the Services. Please read these Terms carefully, as they include important information about your legal rights. By accessing and/or using the Services, you are agreeing to these Terms. If you do not understand or agree to these Terms, please do not use the Services.

For purposes of these Terms, “you” and “your” means you as the user of the Services. If you use the Services on behalf of a company or other entity then “you” includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity’s behalf.

Please note that Section 9 contains an arbitration clause and class action waiver. By agreeing to these Terms, you agree (a) to resolve all disputes with us through binding individual arbitration, which means that you waive any right to have those disputes decided by a judge or jury, and (b) that you waive your right to participate in class actions, class arbitrations, or representative actions. You have the right to opt-out of arbitration as explained in Section 9.

### 1. WHO MAY USE THE SERVICES

You must be 13 years of age or older and reside in the United States or any of its territories or a country that is not subject to a U.S. Government embargo, or that has not been designated by the U.S. Government as a “terrorist supporting” country to use the Services. Minors under the age of majority in their jurisdiction but that are at least 13 years of age are only permitted to use the Services if the minor’s parent or guardian accepts these Terms on the minor’s behalf prior to use of the Services. Children under the age of 13 are not permitted to use the Services. By using the Services, you represent and warrant that you meet these requirements.

### 2. USER ACCOUNTS

**Creating and Safeguarding your Account.** To use certain of the Services, you may need to create an account (“Account”). You agree to provide us with accurate, complete and updated information for your Account. You can access, edit and update the information on your Account via the user account page of the Extension, Website or Mobile Apps. You are solely responsible for any activity on your Account and for maintaining the confidentiality and security of your password. We are not liable for any acts or omissions by you in connection with your Account. You must immediately notify us at [support@jargonlearn.com](mailto:support@jargonlearn.com) if you know or have any reason to suspect that your Account or password have been stolen, misappropriated or otherwise compromised, or in case of any actual or suspected unauthorized use of your Account.

### 3. LOCATION OF OUR PRIVACY POLICY

Privacy Policy. Our Privacy Policy describes how we handle the information you provide to us when you use the Services. For an explanation of our privacy practices, please visit our Privacy Policy located at <https://www.jargonlearn.com/privacy> .

### 4. RIGHTS WE GRANT YOU

License Grant. Subject to your compliance with these Terms, we hereby grant to you a personal, worldwide, royalty-free, non-assignable, non-sublicensable, non-transferrable, and non-exclusive license to use the software provided to you as part of the Services (and to download a single copy of the Extension onto the equipment or device specified by us for your personal use). This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by us, in the manner permitted by these Terms and subject to the use restrictions described below. Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Service or other actions that we, in our sole discretion, may elect to take.

Restrictions On Your Use of the Services. You may not do any of the following, unless applicable laws or regulations prohibit these restrictions or you have our written permission to do so:

- download, store, modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information or content contained on, or obtained from or through, the Services;
- duplicate, decompile, reverse engineer, disassemble or decode the Services (including any underlying idea or algorithm), or attempt to do any of the same;
- use, reproduce or remove any copyright, trademark, service mark, trade name, slogan, logo, image, or other proprietary notation displayed on or through the Services;
- use automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to modify the Services;
- exploit the Services for any commercial purpose, including without limitation communicating or facilitating any commercial advertisement or solicitation;
- access or use the Services in any manner that could disable, overburden, damage, disrupt or impair the Services or interfere with any other party's access to or use of the Services or use any device, software or routine that causes the same, including by running any Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services or that would bypass the navigational structure or presentation of the Service;
- attempt to gain unauthorized access to, interfere with, damage or disrupt the Services, accounts registered to other users (such as attempting, in any manner, to obtain the password, account, or other security information of any other user), the computer systems or networks connected to the Services, or any passwords or security encryption codes;
- circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Services;
- jeopardize the security of your Account or any other user's account (such as by allowing someone who is not you to log in to the Services as you);

- use any robot, spider, crawlers or other automatic device, process, software or queries that intercepts, “mines,” scrapes or otherwise accesses the Services to monitor, extract, copy or collect information or data from or through the Services, or engage in any manual process to do the same;
- introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful into our systems;
- use the Services for illegal, harassing, unethical, or disruptive purposes, or otherwise use the Services in a manner that is harmful, fraudulent, deceptive, threatening, defamatory, obscene or otherwise objectionable;
- infringe or violate the intellectual property rights or any other rights of anyone (including us) in connection with your use of the Services;
- violate any applicable law or regulation in connection with your access to or use of the Services; or
- access or use the Services in any way not expressly permitted by these Terms.

## 5. OWNERSHIP

**Ownership of the Services.** The Services, including their "look and feel" (e.g., text, graphics, images, logos), proprietary content, information and other materials, are protected under copyright, trademark and other intellectual property laws. You agree that we and/or our licensors own all right, title and interest in and to the Services (including any and all intellectual property rights therein) and you agree not to take any action(s) inconsistent with such ownership interests. We and our licensors reserve all rights in connection with the Services and its content, including, without limitation, the exclusive right to create derivative works.

**Ownership of Trademarks.** Our name, our trademarks, our logo, and all related names, logos, product and service names, designs, and slogans are our trademarks or those of our affiliates or licensors. Other names, logos, product and service names, designs, and slogans that appear on the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

**Ownership of Feedback.** We welcome feedback, comments, and suggestions for improvements to the Services (“Feedback”). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title, or interest in the Services or in any such Feedback. All Feedback becomes the sole and exclusive property of us, and we may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to us any and all right, title, and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights, and any and all other intellectual property right) that you may have in and to any and all Feedback.

## 6. MOBILE SERVICES AND SOFTWARE

**Mobile Services.** The Services include certain services that are available via a mobile device, including (i) the ability to upload content to the Services via a mobile device, (ii) the ability to browse the Services and the Website from a mobile device, and (iii) the ability to access certain features and content through Mobile Apps (collectively, “Mobile Services”). To the extent you access the Services through a mobile device, your wireless service carrier’s standard charges, data rates and other fees may apply. In addition, downloading, installing, or

using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices.

**License Grant.** Subject to your compliance with these Terms, we hereby grant to you a limited, non-exclusive, non-transferable, revocable license to download, install and use a copy of the Mobile Apps on a single mobile device or computer that you own or control and to run such copy of the Mobile Apps solely for your own personal or internal business purposes. Furthermore, with respect to any Mobile Apps accessed through or downloaded from the Apple App Store (an “App Store Sourced Application”), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system), and (ii) as permitted by the “Usage Rules” set forth in the Apple App Store Terms of Service.

## **7. THIRD PARTY SERVICES AND MATERIALS**

Use of Third-Party Materials in the Services. The Services may display, include or make available third-party content (including data, information, applications, and other products services and/or materials) or provide links to third-party websites or services (“Third-Party Materials”). You acknowledge and agree that we are not responsible for any Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. We do not assume and will not have any liability or responsibility to you or any other person or entity for any Services or Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties’ terms and conditions.

## **8. DISCLAIMERS**

THE SERVICES AND ANY CONTENT, MATERIALS, USER CONTENT, FEATURES OR PRODUCTS AVAILABLE OR SOLD ON OR THROUGH THE SERVICES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITH ALL FAULTS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE, ON BEHALF OF OURSELVES, AND EACH OF OUR LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE DO NOT WARRANT THAT ACCESS TO THE SERVICES OR ANY PART THEREOF, OR ANY CONTENT, MATERIALS, USER CONTENT, FEATURES OR PRODUCTS OFFERED ON OR THROUGH THE SERVICES, WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF, OR THE RESULT OF THE USE OF, THE SERVICES OR ANY CONTENT, MATERIALS, USER CONTENT, FEATURES OR PRODUCTS OFFERED ON OR THROUGH THE SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

YOU ACKNOWLEDGE AND AGREE THAT YOU ARE RESPONSIBLE FOR MAINTAINING AND PROTECTING ALL OF YOUR DATA. WE WILL NOT BE LIABLE FOR ANY LOSS OR CORRUPTION OF YOUR DATA, OR FOR ANY COSTS OR EXPENSES ASSOCIATED WITH BACKUP OR RESTORATION OF ANY OF YOUR DATA.

## 9. INDEMNIFICATION

You agree that you shall defend, indemnify and hold us and our affiliates and each of our and their respective officers, directors, employees, contractors, agents, licensors, and suppliers (the “Company Entities”) harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys’ fees and costs) incurred by the Company Entities arising out of or in connection with: (a) your violation or breach of any term of these Terms or any applicable law or regulation; (b) your violation of any rights of any third party; (c) your access to or use of the Services; or (d) your negligence or wilful misconduct.

## 10. ARBITRATION AND CLASS ACTION WAIVER

**Informal Process First.** You agree that in the event of any dispute between you and the Company Entities, you will first contact us and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation, any court action.

**Arbitration Agreement and Class Action Waiver.** After the informal dispute resolution process, any remaining dispute, controversy, or claim (collectively, “Claim”) relating in any way to your use of the Services will be resolved by arbitration, including threshold questions of arbitrability of the Claim. You and we agree that any Claim will be settled by final and binding arbitration, using the English language, administered by JAMS under its Comprehensive Arbitration Rules and Procedures (the “JAMS Rules”) then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of these Terms). Arbitration will be handled by a sole arbitrator in accordance with the JAMS Rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under these Terms will take place on an individual basis – class arbitrations and class actions are not permitted. You understand that by agreeing to these Terms, you and we are each waiving the right to trial by jury or to participate in a class action or class arbitration. Notwithstanding the foregoing, you and we will have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator. You may instead assert your claim in “small claims” court, but only if your claim qualifies, your claim remains in such court and your claim remains on an individual, non-representative and non-class basis.

**Costs of Arbitration.** Payment for any and all reasonable JAMS filing, administrative and arbitrator fees will be in accordance with the JAMS Rules. If the value of your claim does not exceed \$10,000, we will pay for the reasonable filing, administrative and arbitrator fees associated with the arbitration, unless the arbitrator finds that either the substance of your claim or the relief sought was frivolous or brought for an improper purpose.

**Opt-Out.** You have the right to opt-out and not be bound by the arbitration provisions set forth in these Terms by sending written notice of your decision to opt-out to [support@jargonlearn.com](mailto:support@jargonlearn.com). The notice must be sent to us within thirty (30) days of your registering to use the Services or agreeing to these Terms, otherwise you shall be bound to arbitrate disputes in accordance with these Terms. If you opt-out of these arbitration provisions, we also will not be bound by them.

## 11. ADDITIONAL PROVISIONS

**Updating These Terms.** We may modify these Terms from time to time in which case we will update the “Last Revised” date at the top of these Terms. If we make changes that are material, we will use reasonable efforts to attempt to notify you, such as by e-mail and/or by placing a prominent notice on the first page of the Website. However, it is your sole responsibility to review these Terms from time to time to view any such changes. The

updated Terms will be effective as of the time of posting, or such later date as may be specified in the updated Terms. Your continued access or use of the Services after the modifications have become effective will be deemed your acceptance of the modified Terms.

**Termination of License and Your Account.** If you breach any of the provisions of these Terms, all licenses granted by us will terminate automatically. Additionally, we may suspend, disable, or delete your Account and/or the Services (or any part of the foregoing) with or without notice, for any or no reason. If we delete your Account for any suspected breach of these Terms by you, you are prohibited from re-registering for the Services under a different name. All sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of this Agreement by us or you. Termination will not limit any of our other rights or remedies at law or in equity.

**Injunctive Relief.** You agree that a breach of these Terms will cause irreparable injury to us for which monetary damages would not be an adequate remedy and we shall be entitled to equitable relief in addition to any remedies we may have hereunder or at law without a bond, other security, or proof of damages.

**California Residents.** If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

**U.S. Government Restricted Rights.** The Services and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

**Export Laws.** You agree that you will not export or re-export, directly or indirectly, the Services and/or other information or materials provided by us hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, the Services may not be exported or re-exported (a) into any U.S. embargoed countries or any country that has been designated by the U.S. Government as a "terrorist supporting" country, or (b) to anyone listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Services, you represent and warrant that you are not located in any such country or on any such list. You are responsible for and hereby agree to comply at your sole expense with all applicable United States export laws and regulations.

**Assignment.** Your contractual relationship with us and the licenses granted hereunder may be freely assigned by us, including but not limited to in connection with a merger, acquisition, consolidation, corporate reorganization, change of control or sale of all or substantially all of our stock or assets. The contractual relationship and the licenses granted hereunder may not be assigned by you without the prior express written consent of us.

**Miscellaneous.** If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not

affect the validity and enforceability of any remaining provisions. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect. The Services are operated by us in the United States. Those who choose to access the Services from locations outside the United States do so at their own initiative and are responsible for compliance with applicable local laws. These Terms are governed by the laws of the State of California, without regard to conflict of laws rules, and the proper venue for any disputes arising out of or relating to any of the same will be the arbitration venue set forth in Section 10, or if arbitration does not apply, then the state and federal courts located in Los Angeles, California.

**How to Contact Us.** You may contact us regarding the Services or these Terms at:

[support@jargonlearn.com](mailto:support@jargonlearn.com)

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