## **TERMS OF USE**

These Terms and Conditions of Use ("Terms of Use") for the JTRPS.TV ("JTRPS.TV") website (www.jtrps.tv) apply to your use of and registration with www.jtrps.tv (the "Site"). These Terms and Conditions of Use were last reviewed and updated in July 2023.

This Site www.jtrps.tv (JTRPS.TV) is owned and operated by the principals of JTR Practical Solutions (JTRPS) (www.jtrpracticalsolutions.com) a legal company in the State of Iowa, County of Linn. This Site (JTRPS.TV) is operated for a specified market and product offered by JTR Practical Solutions (JTRPS). This Site will be used for marketing and informational purposes and is not the "Name" of the "Company". Information collected from the 'Contact Us' & 'Subscribe' tabs or by any other method on this Site are shared with JTRPS which has a Privacy Policy & Terms of Use Policy in place. Any use of the term 'JTRPS.TV' in this Terms and Conditions of Use Policy will be considered to include the principals of JTRPS as a legal company.

# PLEASE READ THESE TERMS AND CONDITIONS BEFORE ACCESSING, BROWSING, OR OTHERWISE USING THE SITE

Your access to, and browsing, review and use of the Site is subject to these Terms and Conditions and all applicable laws. By accessing and using the Site, you accept these Terms and Conditions, without limitation or qualification. If you do not agree to the Terms and Conditions, do not use the Site. If, at any time, any part of the Terms and Conditions is no longer acceptable to you, immediately terminate your use of the Site.

## **GOVERNING LAW**

These Terms and Conditions are governed by the laws of the State of Iowa and the applicable laws of the United States of America (USA) and these laws apply to the use of the Site or the Content by you, notwithstanding your domicile, residency or physical location. The Site and the Content are intended for use only in jurisdictions where it may lawfully be offered for use.

## **RIGHT TO CHANGE, MODIFY OR DELETE THE TERMS AND CONDITIONS**

JTRPS.TV reserves the right to change, modify, add or delete portions of the JTRPS.TV Terms and Conditions at any time, without prior notice to this Site. Please re-review the Terms and Conditions periodically for changes. Your continued use of the Site will mean that you accept such changes or deletions.

## PRIVACY

Please refer to JTRPS.TV's Privacy Policy for information regarding the Company's collection, use, and storage of users' information.

## **COPYRIGHT AND USE OF SITE CONTENT**

This Site and all the information it contains, or may in the future contain, including, but not limited to, articles, memoranda, bulletins, reports, press releases, opinions, text, directories, guides, photographs, illustrations, trademarks, trade names, service marks and logos (collectively, the "Content"), is the property of JTRPS.TV, and may be protected by copyright, trade-mark and other intellectual property laws and treaty provision laws. Certain of the trademarks and logos displayed on the site are owned by third parties. Except as we have described in these Terms of Use, nothing contained on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use this Site or any Content displayed on this Site, through the use of framing or otherwise, without the prior written permission of JTRPS.TV or such third party that may own the trademark or copyright of material displayed on this Site.

JTRPS.TV encourages and permits links to Content on the Site. However, JTRPS.TV is an organization committed to the highest professional standards. Therefore, JTRPS.TV does not grant any license or other permission for links or other use of the Site or its Content if such use or link: (a) suggests that JTRPS.TV promotes or endorses any third party's causes, ideas, political campaigns, web sites, products or services, (b) copies, displays, disseminates or otherwise uses the Content without JTRPS.TV's express written consent, or (c) uses the Content for commercial purposes. Furthermore, JTRPS.TV does not grant its consent for links to the Site where the linking party engages in any Prohibited Conduct (as described in these Terms of Use). We reserve the right to withdraw permission for any link at any time.

No part of the Site or the Content may be reproduced, modified, distributed, sold, published, broadcast, retransmitted or circulated in any form without the prior written consent of JTRPP, except to the extent that such use is for your personal, non-commercial use. To request such consent, please contact: info@jtrpracticalsolutions.com

All copies must include this copyright notice.

## **RESPONSES TO ONLINE REQUESTS**

From time to time, JTRPS.TV may offer to provide information or materials via e-mail or otherwise to interested persons. JTRPS.TV reserves the right, in its absolute discretion, to reject any requests for such information or materials, or to discontinue the provision of such information or materials to any person, for any reason whatsoever.

## PROHIBITED CONDUCT.

You may use the Site for lawful purposes only. You may not upload to, or distribute or otherwise publish through the Site, any Content that is any of the following:

- libelous, defamatory, obscene, pornographic, abusive, harassing or threatening, or otherwise objectionable to JTRPS.TV in the Company's sole discretion;
- contains computer viruses, worms, moles or other contaminating or destructive elements;

- violates the rights of others, such as Content that infringes any copyright, trademark, patent, trade secret or violates any right of privacy or publicity;
- contains any false or misleading statement;
- contains advertising; or
- otherwise violates any applicable criminal or civil law. You may not use the Site for any commercial purpose and may not distribute over the Site any solicitation of funds, goods and services. In addition, you may not use the Site to solicit subscribers to join other online information services that are competitive with the Site.

#### **NON-ENDORSEMENT**

The Site may contain links to sites on the Internet that are owned and operated by third parties (the "External Sites"). You acknowledge that JTRPS.TV is not responsible for the availability of, or the content or software applications located on or through any External Site. You should contact the site administrator or Webmaster for those External Sites if you have any concerns regarding such links or External Sites.

## **REGISTRANT INFORMATION**

JTRPS.TV shall have the right to disclose certain limited registrant information including, but not limited to, the registrant's name, e-mail and mailing address, to affiliates, partners and third-party vendors for the purpose of providing registrants with information about products and services. JTRPS.TV shall also have the right to disclose aggregate information about registrant usage and demographics in a manner that does not reveal the personal identity of any individual registrant. JTRPS.TV shall have the right to send you electronic mail to inform you of changes or additions to the Site, or of any products and services of JTRPS.TV. For additional information, see the Company's Privacy Policy.

## **THIRD PARTIES**

JTRPS.TV may provide you with links to third party Web sites, and some of the Content appearing to originate from the Site may be supplied by third party Content providers. JTRPS.TV has no responsibility for these third-party Web sites, which are governed by the terms of use and privacy policies, if any, of the applicable third-party Content providers.

Microsoft Advertising, Google Advertising & Google Analytics collect data from our website for use with any advertising agreements we have with them. This data may include your browser, internet provider and other data transferred between the JTRPS.TV website and their data collectors to ensure our advertising is effective.

## ACCESS TO AND AVAILABILITY OF THE SITE

The Site may become unavailable to you as a result of maintenance, malfunction of computer hardware or software, or for other reasons, and may result in damages to your systems or operations. You shall be solely responsible for ensuring that any information or content obtained from the Site does not contain any virus, worm, mole or other computer software code or subroutine designed to disable, erase, impair or otherwise damage your systems, software, or data.

#### **RESTRICTION, SUSPENSION OR TERMINATION**

JTRPS.TV reserves the right, in its sole discretion, to restrict, suspend or terminate your access to all or any part of the Site at any time for any reason without prior notice or liability and without any obligation to refund any portion of fees paid for any product or service.

JTRPS.TV may change, suspend or discontinue all or any aspect of the Site at any time, including the availability of any Site feature, database, or content, without prior notice or liability.

#### **DISCLAIMER OF WARRANTIES**

THE SITE AND THE CONTENT ARE DISTRIBUTED ON AN "AS IS, AS AVAILABLE" BASIS. NEITHER JTRPP, THIRD PARTY CONTENT PROVIDERS NOR THEIR RESPECTIVE AGENTS MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SITE, ANY CONTENT OR ANY PRODUCTS OR SERVICES SOLD OR DISTRIBUTED THROUGH THE SITE. YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITE AND THE ACCURACY OR COMPLETENESS OF THE CONTENT IS ASSUMED SOLELY BY YOU. NEITHER JTRPP NOR ANY PROVIDER OF THIRD PARTY CONTENT OR THEIR RESPECTIVE AGENTS WARRANTS THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES JTRPP, ANY THIRD PARTY CONTENT PROVIDER, OR THEIR RESPECTIVE AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SITE OR THE CONTENT.

#### LIMITATION OF LIABILITY

THE SITE AND THE CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. USE OF THE SITE OR THE CONTENT IS AT YOUR OWN RISK. JTRPP DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS ABOUT THE QUALITY, ACCURACY, RELIABILITY, COMPLETENESS, CURRENCY, OR TIMELINESS OF THE SITE OR THE CONTENT. JTRPP DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY ERRORS, OMISSIONS OR INACCURACIES IN THE SITE OR THE CONTENT.

TO THE FULLEST EXTENT PERMITTED BY LAW, JTRPS.TV DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH RESPECT TO THE SITE AND THE CONTENT WHETHER EXPRESS, IMPLIED OR COLLATERAL, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR THAT THE SITE OR THE CONTENT ARE OR WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. IN NO EVENT WILL HRC BE LIABLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR ANY DAMAGES OR ANY KIND (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE DAMAGES, LOST PROFITS, LOSS OF USE, LOSS OF DATA, PERSONAL INJURY, FINES, FEES, PENALTIES OR OTHER LIABILITIES), WHETHER OR NOT JTRPP IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM THE USE OF, OR THE INABILITY TO MAKE USE OF, THE SITE OR THE CONTENT.

## **INDEMNIFICATION**

You hereby agree to indemnify, defend and hold JTRPS.TV, and all of its predecessors, successors, parents, subsidiaries, affiliates, and past and present officers, directors, principals, shareholders, investors, employees, agents, information providers, attorneys, representatives licensors and information providers (collectively, the "JTRPS.TV Representatives") harmless from and against any and all liability, losses, costs and expenses (including attorneys' fees) incurred by JTRPS.TV or any JTRPS.TV Representative in connection with any claim arising out of any use or alleged use by you of this site or arising out of or in relation to any breach by you of the Terms and Conditions, or the representations, warranties and covenants you made by agreeing to these Terms and Conditions. JTRPS.TV reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate reasonably with JTRPS.TV's defense of such claim.

## **ENTIRE AGREEMENT**

The Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the parties with respect to such subject matter.

## NO AMENDMENT OR WAIVER

The Terms and Conditions may not be amended except in writing signed by both parties and no waiver by either party shall be deemed a waiver of any preceding or subsequent breach or default, unless such a waiver is in writing and signed by an authorized representative of JTRPS.TV.