

NEXT GEN JANE, INC.

Terms of Use

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PLEASE READ THESE TERMS OF USE CAREFULLY, AS THEY CREATE A BINDING CONTRACT BETWEEN YOU AND NEXTGENJANE, INC.

1. Scope of Service.

NextGenJane, Inc. ("NGJ" "our" or "we") maintains this Website, and provides related services, as a service to the user community that visits the Website subject to these Terms of Use. Our Website describes the nature of the information and services available through our Website from time to time ("Services"). We may alter, suspend, or discontinue this Website and/or our Services, in whole or in part, at any time and for any reason, without notice. The Website may also periodically become unavailable due to maintenance or malfunction of computer equipment or for other reasons.

2. Account Creation.

Certain of our Services may be reserved for registered users, for which we will ask you to complete a registration form and provide a user name or email and create a password ("Login Credentials"). You are responsible for protecting your Login Credentials from unauthorized use, and you are responsible for all activity that occurs on your account (including without limitation financial obligations). You agree to notify us immediately if you believe that your Login Credentials have been or may be used without your permission so that appropriate action can be taken. We are not responsible for losses or damage caused by your failure to safeguard your Login Credentials. You are responsible for keeping your registration information up to date through your account page, to the extent such feature is made available on the Website.

As a user of NGJ, you agree to receive emails and newsletters from us regarding our Services and regarding matters of interest to our users generally. We may from time to time send you push notifications or email messages with information about upcoming events, or information about our service offerings from us and our partners. You may opt-out from receiving our newsletter by emailing jane@nextgenjane.com or selecting to unsubscribe as may be provided in the applicable e-mail correspondence.

3. Your Content.

You may submit content to us in response to questionnaires or otherwise in connection with your use of our Website or Services ("User Content"). NGJ does not claim ownership of any User Content. By submitting such User Content, however, you hereby grant NGJ the right to use such User Content for the purposes of developing, promoting and providing services to you. NGJ's use of User Content is also subject to our Privacy Policy.

4. Your Right to Use our Website and Services.

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CLAIMS BROUGHT BY YOU OR NGJ MUST BE BROUGHT IN THAT PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. Indemnity.

By using our Website or Services, you agree to indemnify, hold harmless and defend NGJ from any claims, damages, losses, liabilities, and all costs and expenses of defense, including but not limited to, attorneys' fees, resulting directly or indirectly from a claim by a third party that arises in connection with your use of the Services, or any of your users use of the Services, and User Content that you submit for use in connection with the Services.

10. Jurisdictional Issues.

NGJ makes no representations that information on our Website or Services is appropriate or available for use outside the United States. If you choose to access our Services from outside the United States, you do so on your own initiative and at your own risk and you agree and acknowledge that you are responsible for complying with all applicable United States laws as well as your local laws and regulations.

11. General Legal Terms.

These Terms of Use constitute the entire agreement between NGJ and you (this "Agreement"); provided, however, that certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages within this Website. If any part of these Terms of Use is held to be unlawful, void, or unenforceable, that part will be deemed severable and shall not affect the validity and enforceability of the remaining provisions. This Agreement and the resolution of any dispute related to this Agreement, including your use and access to Website and the Services shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of law principles. Any legal action or proceeding between NGJ and you related to this agreement will be governed exclusively by the laws of the Commonwealth of Massachusetts. Any dispute, claim, or controversy in connection with or arising under the use of our Services or this Agreement, its construction, existence, interpretation, validity, or any breach hereof which cannot be amicably settled between the parties, shall be finally and exclusively resolved by binding arbitration under the Rules of Arbitration of the American Arbitration Association then prevailing. The use of arbitration on an individual basis to resolve disputes is required; the right to class arbitrations and class actions is waived under the terms of this Agreement. The arbitration proceedings shall be held in Boston, Massachusetts, U.S.A.; the intentions of the parties as stated herein, international commercial practice, and the governing law of this Agreement.

If you have any questions about these Terms of Use, please contact NGJ at jane@nextgenjane.com.