

## Jay Chopra Solutions Terms of Use

Welcome to the website of TECHFIN.LLC, LLC. PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCESSING OR USING THIS WEBSITE.

TECHFIN.LLC, LLC. a New Jersey limited liability company doing business as “Jay Chopra Solutions” (“Jay Chopra”, “Jay”, “us” or “we”) owns and operates this website and any other web services or products offered by us now or in the future. By accessing, using, downloading, viewing this website through any of the URLs including, [www.jaychoprasolutions.webflow.io](http://www.jaychoprasolutions.webflow.io), or any of its services, or Content (defined below) (collectively, the “Site”), you hereby consent and agree to these terms and conditions (“Terms of Use”). The Terms of Use and Privacy Policy (collectively, the “Terms”) govern your use of the Site, use and access of other free materials and resources provided by the Site, and any other services or Products (as defined below) we make available on this Site (collectively, the “Services”). These Terms constitute a legally binding agreement made by and between Jay and the user of this Site (personally and, if applicable, on behalf of the entity for whom you are using the Site; collectively, “you”).

BY ACCESSING OR USING ANY PART OF THE SITE OR SERVICES, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THESE TERMS, WHICH CONTAIN A TERMS OF SALE AGREEMENT, AN ARBITRATION AGREEMENT, A WAIVER OF CLASS-ACTION RIGHTS, AND LIABILITY LIMITATIONS.

If you do not agree to these Terms and to follow all applicable laws, then please cease access or use of the Site and Services immediately.

If you have any questions about these Terms, please contact us by email at [jaychopra.solutions@gmail.com](mailto:jaychopra.solutions@gmail.com).

If you access any Jay Chopra Site on a social media network (such as, without limitation, Facebook, Twitter, Instagram, or Pinterest), you also consent to and agree to abide by the terms and conditions of that social media network.

### 1. Content on Our Site

**Intellectual Property Rights.** You agree that the Site itself, as well as all content, photographs, sound or videos, media, images, formulas, graphics, webinars, training materials, products, services and/or other information and materials, and selection and arrangements thereof is copyrighted work under the United States and other copyright laws, and is the property of or licensed by Jay, made available on the Site or any information, materials, and content transferred via a downloadable file or link by us or other third parties (collectively the “Content”). All trademarks, service marks, and trade names (collectively, the “Marks”) are trademarks or registered trademarks of and are proprietary to Jay or other respective owners that have granted Jay the right to use such Marks. Subject to your compliance with these Terms, we hereby grant you a limited, non-exclusive, non-transferable, and non-sublicensable, and

revocable right to access, view, and use the Site solely for your personal purposes and non-commercial use, and as we otherwise intend. Jay reserves the right to monitor the Services and Content for the purpose of determining that your usage complies with these Terms.

You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the materials or Content on our Site in whole or in part, other than as necessary for your own personal non-commercial use, without our written consent. Modification of the Content or use of the Content for any other purpose is a violation of the copyright and other proprietary rights of Jay, as well as other authors who created the materials, and may be subject to monetary damages and penalties.

**Third-Party Content.** Our Site contains Content that we create as may also include Content provided by third parties. We do not monitor, we do not endorse, and we are not liable for any third-party content. There may be some inadvertent inaccuracies or errors in the content and we do not guarantee the accuracy, integrity, completeness or quality of the content on our Site or located at third party URLs that may be posted on our Site. Jay is not responsible for the content on any linked site or any link contained in a linked site. We do not endorse or accept responsibility for the content of such third-party sites.

**Third-Party Services.** Third parties may offer their services directly to you through the Site. In such a case, you may be required to agree to the third party's terms of service and/or privacy policy to use the service. Jay will not be liable in any way for the acts or omissions of such third party, the terms of service or privacy policy or its failure to adhere to its terms of services or privacy policy, or any loss, damages, liability or expenses (including attorneys' fees) that you may incur arising from or related to such third party's services or products.

## 2. Your Conduct on Our Site

**Eligibility.** To use the Site, you must be, and represent and warrant that you are, of legal age (18 years of age or older) and competence. By using the Site on behalf of any third party, you are representing to us that you are an authorized representative of that third party and that your use of the Site constitutes that third party's acceptance of these Terms. In addition, if you have been previously prohibited from accessing the Site or the website of any of our affiliates, you are not permitted to access the Site.

**Account Information.** If you create an account, any information that you choose to provide us must be true, accurate, current, and complete. You are entirely responsible for maintaining the confidentiality of your password and account. You are entirely responsible for any and all activities that occur under your account. Your account is non-transferrable. You cannot sell, combine, or otherwise share it with any other person. Any violation of these Terms, including, without limitation, failure to maintain updated and correct information about your account or

cause your account to fall out of good standing and we may cancel your account in our sole discretion. When you register with Jay and/or this Site, you expressly consent to receive any notices, announcements, agreements, disclosures, reports, documents, communications concerning new products or services, or other records or correspondence from Jay.

Feedback. If you send comments or suggestions about the Site to Jay, including, but not limited to, notes, text, drawings, images, designs or computer programs, such submissions shall become, and shall remain, the sole property of Jay. No submission shall be subject to any obligation of confidence on the part of Jay. Jay shall exclusively own all rights to (including intellectual property rights thereto), and shall be entitled to unrestricted use, publication, and dissemination as to all such submissions for any purpose, commercial or otherwise without any acknowledgment or compensation to you.

Prohibited Conduct. You agree not to copy or imitate the appearance, design or style of our Site or any Content. The technology and software underlying our Site and the Services are the property of Jay, his affiliates and/or his business partners. You agree that you will not use our Site or its Content to take any of the following actions:

Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of Jay or any other person or entity;

Use the Service or Site commercially;

Reverse engineer, decompile, tamper with or disassemble the technology used to provide the Services or Site (except as and only to the extent any foregoing restriction is prohibited by a non-waivable provision of applicable law);

Interfere with or damage the Services, Site, or underlying any technology;

Impersonate or misrepresent your identity or affiliation;

Attempt to obtain unauthorized access to the Services or Site;

Violate, misappropriate or infringe a third party's intellectual property or other right, or any social media platform terms;

Violate any law, rule, or regulation;

Transmit executable programming or corrupted files of any kind, including viruses, spyware, trojan horses, Easter eggs or any other similar software or programs that may damage or adversely affect the operation of another person's computer, our Site, software or hardware, third party websites or telecommunications equipment;

Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software posted or contributed content or other material;

or

Engage in any illegal activities.

Use of our Site is subject to existing laws and legal process. Nothing contained in these Terms will limit our right to comply with governmental, court, and law-enforcement requests or requirements relating to your use of our Site.

### C. Privacy Policy

All of the information that we collect from you, such as your e-mail address and related personal information and credit card information, is subject to our privacy policy. Jay's privacy policy (which describes how we collect, use and disclose your data and your consent to such collection, use, and disclosure) is incorporated into and is a part of these Terms.

### 4. DCMA Copyright Infringement Takedown Policy

**Infringement Notification.** Jay respects the rights of others and we expect users of our Site and Services to do the same. These Terms prohibit the infringement of the copyrights of others, and it is also our policy that we may remove, suspend, terminate access, or take other appropriate action against repeat offenders. We may also remove content that in our sole discretion appears to infringe the intellectual property rights of others.

**How to File an Infringement Notification.** If you have evidence, know, or have a good faith belief that content residing on or accessible through our Site infringes a copyright which you own or for which you are a designated agent, please send a notice of infringement by email to Jay:

Jay Chopra

Email Address: [jaychopra.solutions@gmail.com](mailto:jaychopra.solutions@gmail.com).

Send such notice with the information that sets forth the items specified below:

Identify the copyrighted work claimed to have been infringed. If multiple copyrighted works are covered by a single notification, provide a representative list of such works.

Identify the material that is claimed to be infringing or to be the subject of infringing activity.

Include information reasonably sufficient to permit Jay to locate the material. Please provide a URL and screenshots for each item. Include the specific asset(s) or page(s) that you claim to be infringing. Say "entire work" ONLY if all assets/pages in a collection/document are infringing. Include details of your claim to the material, or your relationship to the material's copyright holder.

Provide your full name, address, and telephone number should we need to clarify your claim.

Provide a working email address where we can contact you to confirm your claim.

If true, include the following statement: "I have a good faith belief that use of the copyrighted materials described above as the allegedly infringing web pages is not authorized by the copyright owner, its agent, or the law."

If true, include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the copyright owner to make this complaint."

Sign the document, physically or electronically.

ANY NOTICE THAT DOES NOT COMPLY WITH THE REQUIREMENTS OF TITLE 17, UNITED STATES CODE, SECTION 512(c)(3) WILL NOT RECEIVE A RESPONSE. NOTHING IN THIS POLICY IS INTENDED TO EXPAND OR SUPPLEMENT THE LEGAL RIGHTS, PROCEDURES AND REMEDIES AUTHORIZED AND GRANTED UNDER THE DMCA. Please note that you may be liable for damages, including but not limited to costs and attorneys' fees, under the DMCA if you knowingly materially misrepresent: (a) that material on the Site infringes upon your copyright; or (b) that material on the Site was removed or disabled by mistake or misidentification. If a user is found to be an infringer of the copyright rights of others, Jay may terminate access to the user's account.

#### A. TERMS OF SALE FOR PRODUCTS

The following terms apply to your purchase of the products offered on the Site ("Products").

**Product Descriptions.** We try to make the Site thorough, accurate, and helpful to our customers. Nonetheless, there may be times when certain information contained on the Site may be incorrect, incomplete, inaccurate, or appear inaccurate because of the browser, hardware, or other technology that you use. We apologize in advance for any such errors that may result in an incorrect price, inaccurate description, item unavailability or otherwise affect your order. We reserve the right to correct errors (whether by changing information on the Site or by informing you of the error and giving you an opportunity to cancel your order) or to update Product information at any time without notice.

**Availability and Pricing.** Jay reserves the right to change the prices and available Products at any time. Quantities of some Products may be limited and stock cannot always be guaranteed. Products offered for sale on this Site are quoted in U.S. dollars. We may occasionally make errors in the stated prices on this Site. If a product's correct price is higher than the listed price, we will, in our discretion, either confirm the correct price with you or cancel your order and notify you of such cancellation.

**Payment.** You authorize us (and any payment processor) to charge your payment card for all purchases you make. We accept the forms of payment stated on the Site and, for credit card payments, charge your credit card when your order is processed. The bank issuing your credit card may control when to release funds in the case of an order cancellation or refund. We reserve the right to use the payment information you provide us in connection with this payment to provide better service to you should you wish to use our service again in the future and to protect us from fraud and other losses. Completion of a payment transaction is contingent upon: (a) you providing complete personal, account, transaction and any other information needed, (b) authorization of the payment by your credit or debit card company, and (c) acceptance of your payment. You may cancel your payment prior to your final submission of it to us. We may, in our sole discretion, cancel your payment at any time by providing notice to you through your contact

information or by a notice when you attempt to make a payment. We may cancel a payment or prevent you from initiating future payments for any reason, including, without limitation, the following: (i) if you attempt to use the Services in breach of any applicable law or regulation, including the card network rules or regulations; (ii) if you use the Services in breach of these Terms; (iii) if we suspect fraudulent, unlawful or improper activity regarding a payment; (iv) if we detect, in our sole discretion, that your payments have excessive disputes, high reversal rates or present a relatively high risk of losses; or (v) failure to cooperate in an investigation or provide additional information when requested.

**Taxes.** Stated prices do not include any customs duties, sales, use, value-added, excise, federal, state, local or other taxes. You are solely responsible for the payment of such taxes related to your purchase. We have the right to charge you for any taxes that we believe we are required to pay or collect related to your purchase.

**Personal Use Only.** Products are for your personal use only. You agree not sell or resell any of the Products.

Questions? If you have questions, please contact us at:

TECHFIN.LLC LLC (doing business as "Jay Chopra Solutions")  
jaychopra.solutions@gmail.com

## B. AMBASSADOR REFERRAL AGREEMENT

If you are registered as an 'Ambassador' ("Agent"), you agree to the following terms in addition to the Terms hereunder. This Section B (the "Agreement") shall be made effective upon the Agent's clicking of the "SUBMIT" button and grants the Agent the right to refer to Jay, qualifying Referred Customers for the purchase of the Product directly from Jay in exchange for a referral commission fee, as set forth below.

### Obligations.

**Marketing Efforts.** Under this Agreement, Agent is not required to and will not promote and market the Product. Agent may however, in the ordinary course of Agent's own business, identify and refer Referred Customers leads on behalf of the Jay.

**Marketing Practices.** Agent will (i) conduct business in a manner that reflects favorably at all times on the Products and the good name, goodwill, and reputation of Jay, (ii) strictly avoid any and all deceptive, misleading, illegal, immoral or unethical practices that are or might be detrimental to Jay, the Products, or the public, including but not limited to, disparagement of Jay or the Products, (iii) make no false or misleading representation with respect to the Products,

(iv) not publish or use any advertising material on behalf of the Jay, and (v) make no representations with respect to the Products that are inconsistent with the literature distributed by the Jay, including all warranties and disclaimers contained in such literature.

Commission Fee. Commission for Referred Customers that Close shall follow the following scale:

Jay Chopra Solutions Tier	Payout Amount
Sampler	\$50
One-Off	\$300
Recurring	\$500

All Payout Amounts shall be paid to the Agent 30 days post-Close. If a Referred Customer already exists in the Jay's sales cycle prior to the Agent's referral, Jay shall notify the Agent of such via email. All Payout Amounts and fees payable to Agent under this Agreement shall be paid in full, without any withholding, deduction, or offset of any federal, state, or local income taxes, employment taxes, or other withholdings. Agent hereby covenants and agrees that Agent shall be solely responsible for and shall pay all income taxes, payroll taxes, and other withholdings (both employer and employee portions) with respect to all Payout Amounts paid by Jay hereunder, and agrees to indemnify and hold Jay harmless from and against any and all loss, liability, claim, cause of action, suit, fine, damage, judgment, cost or expense (including reasonable attorneys' fees) arising out of or in connection with any tax liability or other tax obligations relating to payments made to Agent pursuant to this section, including, without limitation, any such taxes and withholdings imposed as a result of any claim or determination by any taxing authority or otherwise that Agent is not an independent contractor with respect to the services performed under this Agreement.

Independent Contractor. Agent acknowledges and agrees its relationship with Jay is that of an independent contractor, and nothing hereunder is intended to, or will be construed to, create a partnership, joint venture, employment or similar relationship.

Term. The term of Agent's engagement pursuant to this section shall commence upon the Agent's clicking of the "SUBMIT" button, and shall be considered at will. In the interest of clarity, Agent will be considered substantially engaged by Jay until either party gives written notice of such party's intent to terminate the engagement as provided hereunder.

Use of Trademark. The Agent may make use of Jay's Name, Image, and Likeness for the sole purpose of promoting the Products. Any such use shall be in accordance with the Jay trademark policies. It is expressly understood that this section does not grant the Agent any interest in the Jay's trademarks or any other intellectual property rights.

Non-exclusivity. Agent agrees the engagement under this Agreement is not exclusive in any respect and either party is entitled to enter into similar agreements with third parties. Furthermore, nothing hereunder will be construed as limiting in any manner Jay's marketing or representation activities or its appointment of other referral partners or agents anywhere in the world.

Termination. Either the Agent or Jay agrees that this Agreement may be terminated with 10-days written notice for any reason or no reason at all. Any outstanding Payout Amounts shall be settled within 30 days of the termination.

No Conflicts. Agent represents that Agent's compliance with the terms of this Agreement will not violate any duty which Agent may have to any other person or entity (such as a present or former employer), and Agent agrees that Agent will not do anything in the performance of this Agreement that would violate any such duty.

Limited Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS, LOST PROFIT OR BUSINESS INTERRUPTION EVEN IF COMPANY IS NOTIFIED IN ADVANCE OF SUCH POSSIBILITY) ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Assignment. Agent may not transfer or assign its rights hereunder without the prior written consent of Jay.

Defined Terms. As used in this section, the following terms have the meaning specified below:

"Channels of Referral" mean the method the Agent refers the potential customer to the Products, including, but not limited to direct introductions from Agent to Jay and relevant referral links provided by Jay to the Agent.



“Close” means when Referred Customers purchase the Product.

“Referred Customer” means those customers the Agent refers to Jay who have used the Channels of Referral when signing up for Jay’s services, but excludes prospective customers already existing in Jay’s sales cycle prior to the Agent’s referral.

## 5. Disputes

Subject to applicable law, you and Jay agree that any dispute that has arisen or may arise between us relating in any way to your use of or access to the Services or Site, any breach, enforcement, or termination of these Terms, or otherwise relating to Jay in any way will be resolved in accordance with the provisions set forth in this Section.

**Informal Resolution.** If you have any dispute with us, you agree that before taking any formal action, you will contact us at [jaychopra.solutions@gmail.com](mailto:jaychopra.solutions@gmail.com), provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an account) and allow sixty (60) days to pass, during which we will attempt to reach an amicable resolution of any issue.

**Arbitration.** These Terms and each of its parts evidence a transaction involving interstate commerce, and the Federal Arbitration Act applies in all cases and governs the interpretation and enforcement of the arbitration rules and arbitration proceedings. Any Covered Matters must be asserted individually in binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Terms and the AAA Supplementary Procedures for Consumer-Related Disputes (including, without limitation, utilizing desk, phone or video conference proceedings where appropriate and permitted to mitigate costs of travel). The arbitrator shall not conduct any form of class or collective arbitration nor join or consolidate claims by or for individuals. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to, any claim that all or any part of these Terms is void or voidable or a particular claim is subject to arbitration. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**Award.** For matters where the relief sought is over \$5,000, the arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall

not be bound by rulings in prior arbitrations involving different users but is bound by rulings in prior arbitrations involving the same Jay Chopra Solutions user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.

Exceptions. There are only two exceptions to this arbitration agreement:

First, if a party reasonably believes that the other party has in any manner infringed or threatened to infringe the intellectual property rights of the other party, the party who owns the intellectual property rights may seek injunctive or other appropriate interim relief in any court of competent jurisdiction.

Second, any claim of \$500 or less may, at the option of the claiming party, be resolved in small claims court within the United States, if the claim and the parties are within the jurisdiction of the small claims court and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis.

Costs of Arbitration. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this agreement to arbitrate. If the value of the relief sought is \$5,000 or less, at your request, Jay will consider reimbursing you for all filing, administration, and arbitrator fees associated with the arbitration following the earlier of the arbitrator's decision or settlement. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, Jay is relieved of its obligation to reimburse you for any fees associated with the arbitration.

Future Amendments to the Agreement to Arbitrate. Notwithstanding any provision in the Terms to the contrary, you and we agree that if we make any amendment to this agreement to arbitrate in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against Jay prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by the agreement to arbitrate that have arisen or may arise between you and Jay. If you do not agree to these amended terms, you may close your account within thirty (30) days of the posting or notification and you will not be bound by the amended terms.

Judicial Forum for Legal Disputes. Unless you and we agree otherwise, in the event that the agreement to arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt out of the agreement to arbitrate, as a result of a decision by the arbitrator or a court order or because you have chosen to file an eligible lawsuit in small claims court, you agree that any claim or dispute that has arisen or may arise between you and Jay must be resolved exclusively by a state or federal court located in Marlton, New Jersey. You and Jay agree to submit to the personal jurisdiction of the courts located within Marlton, New Jersey for the purpose of litigating all such claims or disputes.

OPT-OUT. IF YOU ARE A NEW Jay USER, YOU CAN CHOOSE TO REJECT THE AGREEMENT TO ARBITRATE PROVISION ("OPT-OUT") BY EMAILING US AN OPT-OUT NOTICE TO [jaychopra.solutions@gmail.com](mailto:jaychopra.solutions@gmail.com) ("OPT-OUT NOTICE"): Jay. THE OPT-OUT NOTICE MUST BE RECEIVED NO LATER THAN THIRTY (30) DAYS AFTER THE DATE YOU ACCEPT THE TERMS OF SERVICE FOR THE FIRST TIME. IF YOU ARE NOT A NEW Jay Chopra Solutions USER, YOU HAVE UNTIL THIRTY (30) DAYS AFTER THE POSTING OF THE NEW TERMS OF SERVICE TO SUBMIT AN ARBITRATION OPT-OUT NOTICE.

Procedure. In order to opt-out, you must email your name, address (including street address, city, state, and zip code), and email address(es) associated with your Account(s) to which the opt-out applies and an unaltered digital image of a valid driver's license which matches the name on your account to: [jaychopra.solutions@gmail.com](mailto:jaychopra.solutions@gmail.com).

This procedure is the only way you can opt out of the agreement to arbitrate. If you opt out of the agreement to arbitrate, all other parts of the agreement and its Disputes Section will continue to apply to you. Opting out of this agreement to arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

WAIVER. BY AGREEING TO THESE TERMS, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO A COURT TRIAL (OTHER THAN SMALL CLAIMS COURT AS PROVIDED BELOW) OR TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING FILED AGAINST US AND/OR RELATED THIRD PARTIES.

## 6. Indemnification

You hereby agree to indemnify, defend and hold Jay Chopra and all of our officers, directors, managers, members, employees, agents, information providers, affiliates, partners, and licensors ("Jay Chopra") harmless from and against any and all liability, claims, damages, losses, costs, and expenses, including attorneys' fees, incurred by Jay arising from, related to, or in

connection with (a) a violation of any provision of these Terms by you; or (b) arising from, related to, or connected with your violation of the rights of Jay or any other person or entity. We may, in our sole and absolute discretion, control the disposition of any such claim at your sole cost and expense. You may not settle any such claim without our express written consent. This defense and indemnification obligation is intended to extend to the fullest extent permitted by law and will survive these Terms and your use of the Site.

## 7. Warranties and Disclaimers

**Service Outages and Force Majeure.** Unless you have greater rights in a separate signed agreement with us, we disclaim to the fullest extent permitted by law any service outages that are caused by our maintenance on the servers or the technology that underlies our Site, failures of our service providers (including telecommunications, hosting, and power providers), computer viruses, natural disasters or other destruction or damage of our facilities, acts of nature, war, civil disturbance, or any other cause beyond our reasonable control. Under no circumstances shall Jay or its licensor or service providers be held liable for any delay or failure in performance resulting directly or indirectly from an event beyond its reasonable control. This provision is not intended to disclaim liability that Jay may not disclaim under law.

USE OF SITE AND CONTENT IS AT YOUR OWN RISK. WE DO NOT WARRANT THAT OUR SITE WILL BE UNINTERRUPTED OR ERROR FREE. IN ADDITION, WE DO NOT MAKE ANY WARRANTY AS TO THE CONTENT ON OUR SITE. OUR SITE AND CONTENT ARE DISTRIBUTED ON AN "AS IS, AS AVAILABLE" BASIS TO THE FULLEST EXTENT PERMITTED BY LAW. ANY MATERIAL THAT YOU DOWNLOAD OR OTHERWISE OBTAIN THROUGH OUR SITE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY POTENTIAL DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM YOUR DOWNLOAD OF ANY SUCH MATERIAL. NEITHER WE NOR ANY OF OUR AFFILIATES OR BUSINESS PARTNERS MAKES ANY WARRANTY THAT (i) OUR SITE, AND SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (ii) OUR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SITE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS WILL BE CORRECTED. NEITHER WE NOR ANY OF OUR AFFILIATES OR BUSINESS PARTNERS MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO OUR SITE, ANY CONTENT, OR ANY OF OUR SERVICES, TOOLS, PRODUCTS, OR PROPERTIES. YOU EXPRESSLY AGREE THAT YOU WILL ASSUME THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF OUR SITE AND THE ACCURACY OR COMPLETENESS OF ITS CONTENT. Jay ASSUMES NO RESPONSIBILITY FOR AND DISCLAIMS ALL LIABILITY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW FOR ANY SUCH INACCURACIES, ERRORS OR OMISSIONS. NEITHER WE NOR OUR AFFILIATES OR BUSINESS PARTNERS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF

THE USE OF OR INABILITY TO USE OUR SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION IS NOT INTENDED TO DISCLAIM LIABILITY THAT Jay MAY NOT DISCLAIM UNDER APPLICABLE LAW.

NO RESPONSIBILITY FOR THIRD-PARTY SERVICES AND MATERIALS. Jay DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE OR ANY WEBSITE FEATURED OR LINKED TO THROUGH THE SITE, AND Jay WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. Jay WILL NOT BE LIABLE FOR THE OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY. YOU VOLUNTARILY ASSUME THE RISK OF HARM OR DAMAGE FROM THE FOREGOING. THE FOREGOING LIMITATIONS WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

#### 8. Limitation of Liability

NO CONSEQUENTIAL DAMAGES. IN NO EVENT, AS PERMITTED BY THE FULLEST EXTENT OF APPLICABLE LAW, WILL Jay BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM THE PERFORMANCE, USE OF OR THE INABILITY TO USE THE SITE, SERVICES, CONTENT OR PRODUCTS, EVEN IF Jay HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, VIOLATION OF STATUTE OR OTHERWISE. THIS PROVISION IS NOT INTENDED TO EXCLUDE LIABILITY THAT Jay MAY NOT EXCLUDE UNDER APPLICABLE LAW.

OUR LIABILITY IS LIMITED. IN ANY EVENT, OUR AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNT PAID FOR THE PRODUCTS TO WHICH THE CLAIM RELATES OR, IF THE CLAIM DOES NOT RELATE TO A PRODUCT, \$100. THIS PROVISION IS NOT INTENDED TO EXCLUDE LIABILITY THAT Jay MAY NOT EXCLUDE UNDER APPLICABLE LAW.

#### 9. Termination; Survival

Term. These Terms are effective unless and until terminated by you or us. We may, in our sole and absolute discretion and without any liability, modify, suspend or discontinue any aspect of the Site, temporarily or permanently, at any time and without prior notice.

Suspension and Termination. We may deny you access to all or part of the Site at any time for any reason (including if you violate these Terms, as determined in our sole and absolute discretion) or no reason at all.

Survival. If we terminate your right to access the Site, these Terms will terminate and all rights you have to access the Site will immediately terminate. The following provisions will survive termination: Intellectual Property, Indemnification, Payment Obligations, Warranties and Disclaimers, Limitations of Liability, Dispute and any and all others that by their sense and context are intended to survive the termination or expiration of the Agreement shall survive.

#### 10. General Terms

No Waiver; Severability. Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision, and our failure to exercise or enforce any right or remedy in these Terms does not waive that right or remedy. The provisions of these terms are intended to extend to the fullest extent permitted by law. No waiver of any term of these Terms will be binding unless in writing.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our Site or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Applicable Law. These Terms will be construed in accordance with the laws of the United States of America and (to the extent not inconsistent with or preempted by federal law) the State of New Jersey, and the parties irrevocably consent to bring any action to enforce these Terms before an arbitration panel or before a court of competent jurisdiction in Marlton, New Jersey if seeking interim or preliminary relief or enforcement of an arbitration award.

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Terms shall continue in effect.

Headings. The provision titles in these Terms are for convenience only and have no legal or contractual effect. These Terms will not be construed against the drafter.

Notice. You hereby consent to receiving and transacting with us by electronic means. We may deliver notice to you by e-mail, posting a notice on the Site or any other method we choose and such notice will be effective on dispatch. If you give notice to us, it will be effective when received and you must use the following email address:

[jaychopra.solutions@gmail.com](mailto:jaychopra.solutions@gmail.com)

Entire Agreement. These Terms (and all terms and conditions incorporated herein) constitute the entire agreement between you and Jay and govern your use of the Site and Services and supersede any prior agreements between you and Jay on the subject matter. You may also be subject to additional terms when you use certain Jay Chopra Solutions third party software, content, links, or websites. These Terms, and any rights or licenses granted hereunder, may not be assigned or delegated by you. These Terms, and any rights or licenses granted hereunder, may be assigned or delegated by Jay without restriction. These Terms bind and inure to the benefit of each party and the party's successors and permitted assigns. These Terms may not be modified by an oral statement by a representative of Jay. No agency, partnership, joint venture or employee-employer relationship is intended or created by these Terms. You agree to comply with all applicable laws in your use of the Site and Services. You agree that any agreements made by and between you and us in electronic form are as legally binding as if made in physical written form.

Notice to California Users. Under California Civil Code Section 1789.3, California website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

Notice to Users Outside the United States of America. The Site is controlled and offered by Jay from the United States of America. Jay makes no representations that the Site is appropriate for use in other locations. Those who access or use the Site from other locations do so at their own risk and are responsible for compliance with local law. You consent to the processing in the United States of America of information you provide to us.

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