

Terms of Use

Effective Date: 07-15-2026

1. Introduction and Acceptance of Terms

These Terms of Use (these “**Terms**”) constitute a legally binding agreement between you (“**you**” or “**your**”) and BBC Systems Inc., doing business as JVZoo (“**JVZoo**,” “**we**,” “**us**,” or “**our**”), governing your access to and use of the Services (as defined below).

By accessing, browsing, or using the Services, or by clicking “I Agree,” creating an account, or otherwise indicating acceptance, you acknowledge that you have read, understood, and agree to be bound by these Terms and our [Privacy Policy](#) (the “Privacy Policy”), which is incorporated herein by reference. If you do not agree to these Terms, you must not access or use the Services.

We reserve the right to modify these Terms at any time in accordance with Section 19 below. Your continued use of the Services following the posting of revised Terms constitutes your acceptance of such changes.

2. Definitions

In addition to terms defined elsewhere in these Terms, the following capitalized terms have the meanings set forth below:

- “**Affiliate**” means a user who has been approved to participate in the JVZoo Affiliate Program and markets or promotes Vendor Products through the Services.
- “**Affiliate Agreement**” means the separate agreement governing an Affiliate’s participation in the JVZoo Affiliate Program, available at <https://www.jvzoo.com/affiliateagreement>.
- “**Content**” means any text, graphics, images, software, audio, video, data, information, or other materials.
- “**Customer**” or “**Purchaser**” means any user who purchases or otherwise acquires a Vendor Product through the Services.
- “**Mobile Application**” means the JVZoo mobile application, if and when available, which provides account notifications, sales statistics, and account access functionality.
- “**Privacy Policy**” means the JVZoo Privacy Policy, as amended from time to time, available at <https://www.jvzoo.com/privacy>.

- **“Services”** means, collectively, the websites located at JVZoo.com and JVZooMarket.com, the Mobile Application, and all related services, features, tools, and content provided or made available by JVZoo.
- **“Seller Agreement”** or **“Vendor Agreement”** means the separate agreement governing a Vendor’s use of the Services to offer and sell Vendor Products, available at <https://www.jvzoo.com/vendoragreement>.
- **“User Content”** means any Content that a user submits, posts, uploads, publishes, or otherwise makes available through or in connection with the Services.
- **“Vendor”** or **“Seller”** means a user who offers, sells, or distributes products or services through the Services.
- **“Vendor Products”** means any products, services, subscriptions, digital goods, courses, software, or other offerings listed, offered, or sold by a Vendor through the Services.

3. Eligibility

The Services are intended for users who are at least eighteen (18) years of age. By accessing or using the Services, you represent and warrant that you are at least 18 years old, have the legal capacity to enter into these Terms, and are not prohibited from using the Services under applicable law. We do not knowingly collect personal information from, or direct the Services to, individuals under the age of sixteen (16). If we learn that we have collected personal information from a child under 16, we will take steps to delete such information promptly.

Parental Control Notice. Pursuant to 47 U.S.C. § 230(d), you are notified that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist in limiting access to material that is harmful to minors. For information on providers of such services, contact your information technology professional.

If you are accessing or using the Services on behalf of a company, organization, or other legal entity, you represent and warrant that you have the authority to bind such entity to these Terms, in which case “you” and “your” refer to both you individually and such entity.

4. Account Registration and Security

Certain features of the Services require you to create an account. When registering, you agree to:

- Provide accurate, current, and complete information as requested in the registration process;
- Maintain and promptly update your account information to keep it accurate, current, and complete;
- Maintain the confidentiality and security of your account credentials, including your password;
- Accept responsibility for all activities that occur under your account;
- Notify JVZoo immediately at support@JVZoo.com if you become aware of any unauthorized use of your account or any other breach of security.

You may not transfer, sell, or assign your account to any third party without JVZoo's prior written consent. JVZoo reserves the right to suspend or terminate any account that we reasonably believe has been compromised or that violates these Terms.

Data Importation. The Services may allow you to import data from a source created by another program not affiliated with JVZoo. If you choose to import content into the Services from any other source, you represent that you have the authority to import that content and that your importation of that content does not violate the rights or terms of any third parties.

5. The JVZoo Platform and Marketplace

5.1 Platform Role

JVZoo operates an online marketplace platform that enables Vendors to list and sell Vendor Products, Affiliates to market and promote Vendor Products, and Customers to discover and purchase Vendor Products. JVZoo is a platform operator and technology provider; JVZoo is not a party to, and does not control, the transactions between Vendors and Customers except as expressly provided in these Terms or in the applicable Seller Agreement or Affiliate Agreement.

JVZoo does not guarantee that any user of the Services will achieve any particular results of any kind through the use of the Services or any products or services sold by any Vendor through the Services.

5.2 Vendor Responsibilities

Vendors are independent businesses and are solely responsible for:

- The creation, description, accuracy, legality, quality, and fulfillment of all Vendor Products;

- All claims, representations, warranties, and advertising relating to Vendor Products;
- Compliance with all applicable laws, regulations, and industry standards, including consumer protection, advertising, tax, and data privacy laws;
- Customer communications, support, and dispute resolution related to Vendor Products;
- Managing subscription terms, billing cycles, and cancellations for recurring Vendor Products;
- Their own privacy practices and compliance with applicable data protection laws;
- Tax collection and remittance where applicable under the relevant transaction flow; and
- Any marketing funnels, landing pages, email or SMS marketing, and fulfillment processes they independently operate.

The contractual relationship for the purchase of any Vendor Product is solely between the Customer and the Vendor. JVZoo is not a party to such contract and disclaims all liability arising from or related to Vendor Products.

5.3 Merchant of Record

Depending on the transaction flow, a third-party payment facilitator, JVZoo, or the Vendor may act as the merchant of record for a given transaction. The applicable merchant of record is responsible for processing the transaction and any associated tax collection and remittance obligations as required by law. JVZoo will indicate the applicable transaction structure in the checkout flow or account documentation. Regardless of the merchant-of-record designation, the Vendor remains responsible for the Vendor Product itself, including fulfillment, customer support, and product-related claims.

5.4 Affiliate Program

Affiliates participate in the JVZoo Affiliate Program subject to the Affiliate Agreement. The Affiliate Program enables approved Affiliates to earn commissions by marketing Vendor Products. Affiliates must comply with all applicable laws, these Terms, the Affiliate Agreement, and any program policies published by JVZoo, including requirements related to advertising disclosures, prohibited marketing practices, and compliance with the Federal Trade Commission's guidelines.

5.5 Marketplace Receipts and Account Features

JVZoo may provide marketplace receipts, account transaction history, consumer purchase portals, affiliate performance dashboards, leaderboard rankings, and related

platform features. These features are provided for informational and administrative convenience and do not create any additional contractual obligations on the part of JVZoo.

5.6 Platform Integrity and Risk Controls

JVZoo reserves the right to implement and enforce platform integrity measures, including risk scoring, fraud prevention, transaction monitoring, dispute monitoring, vendor and product health monitoring, and affiliate tracking integrity controls. JVZoo may restrict, suspend, or terminate access to the Services or withhold funds where JVZoo determines, in its sole discretion, that such action is necessary to protect the platform, its users, or third parties from fraud, abuse, or violations of these Terms.

6. Payment Processing

Purchases made through the Services are processed by third-party payment processors ("Payment Processors"). By making a purchase or receiving payments through the Services, you agree to be bound by the applicable Payment Processor's terms of service and privacy policy in addition to these Terms.

JVZoo does not collect or store full payment card numbers, bank account numbers, or complete financial account credentials. JVZoo may receive tokenized or hashed payment references, limited transaction metadata, masked payment information, payment status and confirmation details, and fraud and risk signals from Payment Processors.

JVZoo is not responsible for any errors, delays, chargebacks, or failures caused by Payment Processors or your financial institution. You are responsible for ensuring that your payment information is accurate and that your payment method has sufficient funds or credit available.

All prices displayed on the Services are in U.S. Dollars unless otherwise indicated. You are responsible for any applicable taxes, duties, or fees associated with your transactions, except where JVZoo or the applicable merchant of record is required by law to collect such amounts.

7. Subscriptions, Free Trials, and Recurring Charges

Certain Vendor Products may be offered on a subscription or recurring-charge basis. By enrolling in a subscription through the Services, you acknowledge and agree that:

- You authorize recurring charges to your designated payment method at the intervals and amounts specified at the time of purchase until you cancel;

- Subscription terms, pricing, billing cycles, and cancellation procedures are set by the applicable Vendor and disclosed on the order page or product listing;
- If a free trial is offered, you must cancel before the end of the trial period to avoid being charged; failure to cancel during the trial period will result in automatic charges at the stated subscription rate;
- It is your responsibility to review the applicable cancellation and billing terms before enrolling in any subscription; and
- JVZoo is not responsible for a Vendor's subscription terms, billing practices, or failure to honor cancellation requests.

8. Refund Policy

Because Vendor Products are created, sold, and fulfilled by independent Vendors, refund policies are determined by each Vendor. A Vendor's refund policy, if any, may be displayed on the applicable order page or product listing. You should review the Vendor's refund policy before making a purchase.

JVZoo does not guarantee refunds for any purchase made through the Services. Disputes regarding refunds for Vendor Products should be directed to the applicable Vendor. JVZoo may, in its sole discretion, facilitate communication between Customers and Vendors or take action where JVZoo determines a Vendor has violated platform policies, but JVZoo is under no obligation to do so.

9. Identity Verification (KYC)

JVZoo may require identity verification ("Know Your Customer" or "KYC") for certain account types, transaction thresholds, or activities. KYC verification may be conducted through a third-party service provider, such as Veriff, which may collect government-issued identification documents, selfie or facial verification images, and related materials directly from you.

By using the Services, you consent to such verification processes where required. JVZoo may access your verification status and limited supporting documentation from the verification provider but does not independently import or store copies of your identity documents. Failure to complete required identity verification may result in restrictions on your account, including limitations on withdrawals, payouts, or access to certain features.

10. Acceptable Use

You agree that you will not, and will not permit any third party to, use the Services to:

- Violate any applicable local, state, national, or international law or regulation;
- Infringe or misappropriate the intellectual property rights, privacy rights, publicity rights, or other proprietary rights of any third party;
- Post, transmit, or distribute any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable;
- Engage in false, misleading, or deceptive advertising or marketing, including false income claims, fabricated testimonials, or misleading product representations;
- Engage in unsolicited bulk communications (spam), telemarketing, or robocalling in connection with the Services;
- Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Interfere with, disrupt, or impose an unreasonable or disproportionately large load on the Services or the infrastructure supporting the Services;
- Use any robot, spider, scraper, data mining tool, or other automated means to access, collect, copy, or monitor the Services or any Content without JVZoo's prior written consent;
- Attempt to gain unauthorized access to any portion of the Services, other users' accounts, or any computer systems or networks connected to the Services;
- Frame, mirror, or otherwise incorporate any portion of the Services into any other website, application, or service without JVZoo's prior written consent;
- Engage in unfair competitive practices, including scraping pricing or product data for competitive intelligence purposes;
- Sell, resell, or commercially exploit any portion of the Services, access to the Services, or Content obtained through the Services without authorization;
- Upload or transmit any virus, worm, Trojan horse, or other malicious code;
- Engage in, facilitate, or promote any activity involving the sale of illegal, counterfeit, stolen, or regulated goods or services prohibited by applicable law or JVZoo policies; or
- Assist, encourage, or enable any third party to do any of the foregoing.

JVZoo reserves the right to investigate and take appropriate action against anyone who, in JVZoo's sole discretion, violates this Section, including removing Content, suspending or terminating accounts, and reporting violations to law enforcement authorities.

11. User Content

11.1 Responsibility for User Content

You are solely responsible for all User Content that you submit through the Services. You represent and warrant that: (a) you own or have obtained all necessary rights, licenses, consents, and permissions to submit such User Content and to grant the licenses set forth herein; and (b) your User Content does not violate the rights of any third party, including intellectual property rights, privacy rights, or publicity rights.

11.2 License to User Content

By submitting User Content to or through the Services, you grant JVZoo a non-exclusive, worldwide, royalty-free, sublicensable, transferable license to use, reproduce, modify, adapt, publish, translate, distribute, publicly display, and publicly perform such User Content in connection with operating, providing, promoting, and improving the Services and for any other purpose described in the Privacy Policy. This license survives termination of your account to the extent necessary for JVZoo to continue operating the Services (e.g., cached or archived copies, transaction records), but JVZoo will not use your User Content for marketing purposes after you delete your account and request removal of such content.

11.3 Prohibited User Content

You agree not to submit User Content that:

- Is false, misleading, or deceptive;
- Is defamatory, libelous, or invasive of another's privacy or publicity rights;
- Infringes any patent, trademark, trade secret, copyright, or other intellectual property right;
- Violates any applicable law or regulation;
- Contains any personally identifiable information of a third party without that person's consent; or
- Is otherwise objectionable as determined by JVZoo in its sole discretion.

11.4 Reviews, Testimonials, and Feedback

Any reviews, testimonials, ratings, or similar User Content must be truthful, based on genuine experience, and comply with applicable FTC guidelines regarding endorsements. JVZoo reserves the right to remove any review or testimonial that JVZoo determines, in its sole discretion, is fraudulent, misleading, or violates these Terms.

If you provide JVZoo with suggestions, ideas, improvements, feedback, or other input regarding the Services ("Feedback"), you hereby grant JVZoo an irrevocable, perpetual, worldwide, royalty-free, fully paid-up, sublicensable, transferable license to use, modify, and incorporate such Feedback into the Services or any other products or services

without restriction, attribution, or compensation to you. You acknowledge that JVZoo may have similar ideas under development and that submission of Feedback does not create any confidential relationship or obligation on the part of JVZoo.

11.5 Right to Remove Content

JVZoo has no obligation to monitor User Content but reserves the right to review, edit, refuse to post, or remove any User Content at any time, for any reason or no reason, without notice or liability to you.

Information Storage and Access. JVZoo reserves the right, in its sole discretion, to determine whether and how long to store User Content and user data. JVZoo will not be responsible for any liability related to the deletion or removal of any data or content maintained on the Services or JVZoo's servers, provided that JVZoo will comply with applicable data protection laws regarding deletion of regulated personal data upon user request. The rights of data subjects, if any, under the GDPR or other applicable data protection laws are not affected by this paragraph.

Communications Decency Act. As provided in 47 U.S.C. § 230(c)(1), JVZoo is only a distributor, and not the publisher or speaker, of any User Content. As such, JVZoo cannot be held liable for making available any User Content which may be false or inaccurate. Any information or opinions contained in the User Content made available through the Services are those of their respective authors alone. JVZoo does not guarantee the accuracy, completeness, or truthfulness of any User Content. Under no circumstances will JVZoo be responsible for any loss or damage resulting from any person's reliance on any User Content.

12. Intellectual Property

12.1 JVZoo Intellectual Property

The Services and all Content, features, and functionality thereof (including but not limited to the design, layout, look and feel, text, graphics, logos, icons, images, audio, video, software, code, and compilations) are owned by JVZoo, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms do not grant you any right, title, or interest in the Services or any Content, other than the limited right to use the Services in accordance with these Terms. All rights not expressly granted herein are reserved by JVZoo.

12.2 Trademarks

“JVZoo,” the JVZoo logo, and other marks, logos, and trade names displayed on the Services are the trademarks of JVZoo or its affiliates and may not be used without JVZoo’s prior written permission. Other trademarks appearing on the Services are the property of their respective owners.

12.3 Mobile Application License

Subject to your compliance with these Terms, JVZoo grants you a limited, non-exclusive, non-transferable, revocable license to download, install, and use the Mobile Application on a compatible device that you own or control, solely for your personal, non-commercial use in connection with accessing the Services. The Mobile Application is licensed, not sold, to you. You may not copy, modify, distribute, sell, lease, sublicense, reverse engineer, decompile, or disassemble the Mobile Application, except to the extent expressly permitted by applicable law.

Source Code. The grant of the license in this Section 12.3 is not, and shall not be construed as, a grant of any right to you to use, receive, or view copies of source code, schematics, master copies, design materials, or other information used in creating, developing, or implementing the Mobile Application, including updates or modifications thereto. You shall have no rights to receive any source code for the Mobile Application and shall not reverse engineer, disassemble, decompile, or otherwise attempt to derive source code for the Mobile Application for any purpose.

Mobile Application Prohibitions. You must not do, or permit others to do, any of the following: (a) copy or modify the Mobile Application in any way, except as expressly permitted in these Terms; (b) remove or modify JVZoo’s copyright notices, trademark, logo, legend, or other notice of ownership from any originals or copies of the Mobile Application or Services; (c) rent, lease, distribute (or redistribute), provide, or otherwise make available the Mobile Application or Services, in any form, to any third party (including in any service bureau or similar environment); (d) use the Mobile Application or Services to process the data of third parties without authorization; or (e) use, install, or make available the Mobile Application, in whole or in part, through a wide area network including the World Wide Web, intranets, or application service providers.

12.4 Open Source and Third-Party Components. The Services may include open source software or third-party components subject to separate license terms. To the extent required by such licenses, the terms of those licenses will apply to such components in lieu of these Terms. A list of open source components and applicable licenses may be available in the Mobile Application settings or upon request.

Device and Wireless Carrier Limitations. While JVZoo attempts to provide all Services and Mobile Application features to all users, use of the Mobile Application and

the Services may be limited for some or all users due to conditions outside of JVZoo's control, including limitations imposed by your mobile device, wireless carrier, data or messaging plan, wireless signal strength, geographic location, or periodic maintenance. JVZoo is not liable, and expressly disclaims any representations or warranties, regarding access to the Services or Mobile Application through a particular wireless carrier, network, or plan, on a particular device, or in a particular location. JVZoo does not guarantee that the Services will always be accessible or available. You are solely responsible for any costs you incur to access the Services or Mobile Application through your mobile device, including data charges and carrier fees.

Apple and Google-Specific Terms. The following additional terms apply if you download or use the Mobile Application through Apple's App Store or Google Play: (a) This is a license agreement between you and JVZoo, and not with Apple or Google; JVZoo, and not Apple or Google, is solely responsible for the Mobile Application and its content. (b) Apple and Google have no obligation whatsoever to furnish any maintenance and support services with respect to the Mobile Application. (c) In the event of any failure of the Mobile Application to conform to any applicable warranty, Apple will refund any applicable purchase price for the Mobile Application, and to the maximum extent permitted by applicable law, Apple and Google will have no other warranty obligation with respect to the Mobile Application. (d) JVZoo, and not Apple or Google, is responsible for addressing any claims relating to the Mobile Application or your possession and use of it, including product liability claims, regulatory compliance claims, consumer protection claims, and intellectual property infringement claims. (e) Apple and Apple's subsidiaries are third-party beneficiaries of these Terms as they relate to the Mobile Application, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

IP Infringement Defense. If a third party claims that the Mobile Application or the Services infringes its patent, copyright, trade secret, or any similar intellectual property right, JVZoo will defend you against that claim at JVZoo's expense and pay all damages that a court finally awards, provided that you promptly notify JVZoo in writing of the claim and you allow JVZoo to control and cooperate with JVZoo in the defense or any related settlement negotiations. If such a claim is made or appears possible, you agree to permit JVZoo to modify the Mobile Application or Services to attempt to avoid such claims. If JVZoo determines that this alternative is not reasonably available, you agree to uninstall or return the Mobile Application on JVZoo's request, without any further liability or obligation of JVZoo. JVZoo shall have no obligation whatsoever for any claim based on your modification of the Mobile Application or your combination, operation, or use with any product, data, or apparatus not specified or provided by JVZoo. This

paragraph states JVZoo's entire obligation to you with respect to any claim of infringement.

13. Digital Millennium Copyright Act (DMCA) Notice

13.1 Notification of Infringement

If you believe that any Content available through the Services infringes your copyright, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 512(c)(3), by providing JVZoo's Designated Agent with the following information in writing:

- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest;
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing and that is to be removed, with information reasonably sufficient to permit JVZoo to locate the material;
- Your contact information, including address, telephone number, and email address;
- A statement that you have a good-faith belief that use of the material is not authorized by the copyright owner, its agent, or the law; and
- A statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the copyright owner.

13.2 Designated Agent

JVZoo's Designated Agent for receipt of DMCA notifications is:

Ashley Cornwell

JVZoo

1809 E. Broadway Street, Suite 125

Oviedo, FL 32765, USA

Phone: (406) 285-8966

Email: support@JVZoo.com

13.3 Counter-Notification

If you believe that your Content was removed or disabled by mistake or misidentification, you may submit a counter-notification to JVZoo's Designated Agent containing: (a) your physical or electronic signature; (b) identification of the material that was removed and the location where it appeared before removal; (c) a statement under penalty of perjury that you have a good-faith belief that the material was removed as a result of mistake or misidentification; and (d) your name, address, telephone number, and a statement that you consent to the jurisdiction of the federal district court for the judicial district in which your address is located and that you will accept service of process from the person who submitted the original notification.

13.4 Repeat Infringers

JVZoo will terminate, in appropriate circumstances, the accounts of users who are repeat infringers of copyrights.

14. Third-Party Links and Services

The Services may contain links to third-party websites, applications, or services that are not owned or controlled by JVZoo (collectively, "Third-Party Services"). Such Third-Party Services may include, without limitation, payment processing platforms, webinar services, customer support tools, analytics providers, and advertising networks.

JVZoo has no control over, and assumes no responsibility for, the content, privacy policies, terms of use, or practices of any Third-Party Services. Your interactions with Third-Party Services, including any information you provide to them, are governed solely by the terms and policies of such Third-Party Services. JVZoo is not responsible or liable for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any Third-Party Services.

Hyperlinks and Framing. A link from the Services to a non-JVZoo website does not mean that JVZoo endorses or accepts any responsibility for the content, functioning, policies, or use of such website, and you enter any such website at your own risk. It is your responsibility to take precautions to ensure that whatever websites or other online materials that you select for use are free of viruses and other items of a destructive nature. We recommend you review the linked site's terms of service and privacy policy, and if you do not agree to be bound by the terms of that site, terminate your visit to that site. JVZoo prohibits unauthorized hypertext links to the Services or the framing of any content available through the Services. JVZoo reserves the right to disable any unauthorized links or frames.

You acknowledge and agree that JVZoo may use third-party service providers, which currently include Whop, Stripe, PayPal, Veriff, Cloudflare, Google Analytics,

Meta/Facebook, Zendesk, Zoom, GoToWebinar, payout facilitators, and other providers as disclosed in the Privacy Policy, to facilitate portions of the Services. JVZoo may implement additional service providers for tax remittance and other business functions in the future. Your use of the Services constitutes your agreement to be subject to the terms of service of such providers to the extent applicable.

Cookies and Tracking Technologies. JVZoo uses cookies, web beacons, pixels, and similar tracking technologies to operate, analyze, and improve the Services. You can manage your cookie preferences through your browser settings or cookie preference tools where available. For more information, please refer to the Privacy Policy.

Advertisements. JVZoo may support the Services by displaying advertisements. These advertisements may be targeted to the content or information stored on or submitted through the Services. Advertisements may also be targeted based on information stored in cookies or similar objects on your computer or device, including cookies which track your internet usage across sites and over time. The manner, mode, and extent of advertising on the Services are subject to change without notice. You agree that JVZoo may place advertising on the Services and you agree not to use ad-blocking technology to block such advertising when using the Services.

15. Privacy

Your privacy is important to us. Our collection, use, disclosure, and protection of your personal information is governed by the [Privacy Policy](#). The Privacy Policy describes the categories of personal information we collect, how we use and share your information, your privacy rights under applicable law (including the California Consumer Privacy Act (CCPA), the California Privacy Rights Act (CPRA), and the General Data Protection Regulation (GDPR)), and how to exercise those rights. The Privacy Policy is incorporated into these Terms by this reference. By using the Services, you consent to the practices described in the Privacy Policy.

To the extent there is any conflict between these Terms and the Privacy Policy regarding the collection, use, or disclosure of personal information, the Privacy Policy shall control with respect to privacy-related matters. These Terms shall govern all other matters relating to your access to and use of the Services, including platform conduct, user obligations, and dispute resolution, except where applicable law requires otherwise.

Vendor Privacy Practices. Vendors who sell products through the Services are independent businesses and independent data controllers (or the equivalent under applicable law) with respect to customer information they collect or process. Vendors may independently collect and process customer data, use their own payment processors, operate marketing funnels and landing pages, conduct email or SMS

marketing, manage subscriptions, and handle fulfillment and customer support. JVZoo is not responsible for the privacy practices of any Vendor. You should review a Vendor's privacy policy before providing personal information to any Vendor.

16. Data and Security

JVZoo implements appropriate technical and organizational security measures designed to protect information processed through the Services. However, no method of electronic transmission or storage is completely secure, and JVZoo cannot guarantee the absolute security of your data. You acknowledge that you provide information to JVZoo at your own risk.

JVZoo is not responsible for any unauthorized access to, alteration of, or the deletion, destruction, damage, or loss of any data, including User Content, maintained or transmitted by or through the Services, except to the extent directly caused by JVZoo's gross negligence or willful misconduct.

You are responsible for maintaining the security of your own devices, accounts, and credentials and for any activity that occurs under your account.

17. Sanctions, Export Compliance, and International Use

17.1 OFAC and Sanctions Compliance

You represent and warrant that you are not: (a) located in, organized under the laws of, or ordinarily resident in any country or territory that is the subject of comprehensive U.S. sanctions (currently including Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, and Luhansk regions of Ukraine); (b) identified on the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List, the U.S. Department of Commerce's Denied Persons List or Entity List, or any other applicable restricted party list; or (c) otherwise the target of U.S. economic sanctions such that a U.S. person would be prohibited from transacting with you.

17.2 Export Compliance

You agree to comply with all applicable U.S. and foreign export control laws and regulations, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). You shall not export, re-export, or transfer any Services, Content, or technical data obtained through the Services in violation of such laws.

17.3 International Use

The Services are operated from the United States. If you access the Services from outside the United States, you do so at your own risk and are solely responsible for compliance with all applicable local laws. Data collected through the Services is primarily processed and stored in the United States and may be transferred to jurisdictions where our service providers operate, subject to appropriate safeguards as described in the Privacy Policy.

18. DISCLAIMERS OF WARRANTIES

THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, JVZOO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, JVZOO MAKES NO WARRANTY OR REPRESENTATION THAT: (A) THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE, RELIABLE, OR COMPLETE; (D) ANY ERRORS IN THE SERVICES WILL BE CORRECTED; OR (E) THE SERVICES OR THE SERVERS THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

VENDOR PRODUCTS ARE OFFERED, SOLD, AND FULFILLED BY INDEPENDENT VENDORS, NOT BY JVZOO. JVZOO MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE QUALITY, SAFETY, LEGALITY, ACCURACY, OR ANY OTHER ASPECT OF ANY VENDOR PRODUCT. YOUR PURCHASE AND USE OF VENDOR PRODUCTS IS AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, JVZOO’S WARRANTIES ARE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

CERTAIN JURISDICTIONS, INCLUDING THE EUROPEAN ECONOMIC AREA, UNITED KINGDOM, AND SOME U.S. STATES, DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. NOTHING IN THESE TERMS

SHALL EXCLUDE OR LIMIT LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, FRAUD, OR FRAUDULENT MISREPRESENTATION, OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

19. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL JVZOO, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, GOODWILL, BUSINESS OPPORTUNITIES, OR USE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF JVZOO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE FOREGOING, JVZOO SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM: (A) YOUR PURCHASE, USE, OR INABILITY TO USE ANY VENDOR PRODUCT; (B) ANY CONDUCT OR CONTENT OF ANY VENDOR, AFFILIATE, CUSTOMER, OR OTHER THIRD PARTY ON OR THROUGH THE SERVICES; (C) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT; (D) BODILY INJURY, EMOTIONAL DISTRESS, PROPERTY DAMAGE, OR REPUTATIONAL HARM ARISING FROM YOUR USE OF THE SERVICES; OR (E) ANY THIRD-PARTY SERVICE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, JVZOO'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICES SHALL NOT EXCEED THE GREATER OF: (I) THE TOTAL FEES PAID BY YOU TO JVZOO FOR USE OF THE SERVICES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (II) ONE HUNDRED U.S. DOLLARS (\$100.00).

THE LIMITATIONS IN THIS SECTION APPLY REGARDLESS OF WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SERVICES, ANY VENDOR PRODUCTS, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF, THE SERVICES.

20. Indemnification

To the fullest extent permitted by applicable law, you agree to defend, indemnify, and hold harmless JVZoo, its parent, subsidiaries, affiliates, officers, directors, employees, agents, licensors, and service providers (collectively, the “Indemnified Parties”) from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising from or relating to:

- Your access to or use of the Services;
- Your User Content;
- Your breach of these Terms or any representation or warranty contained herein;
- Your violation of any applicable law, regulation, or third-party right;
- Your purchase, sale, provision, or use of any Vendor Product through the Services;
- Any dispute between you and any other user of the Services, including any Vendor, Affiliate, or Customer; or
- Any unauthorized use of the Services through your account.

JVZoo reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify JVZoo, and you agree to cooperate with JVZoo’s defense of such claims. You shall not settle any claim that would impose any obligation or liability on JVZoo, or that would require JVZoo to make any admission, without JVZoo’s prior written consent, which shall not be unreasonably withheld.

21. Termination

21.1 Termination by You

You may terminate your account at any time by closing your account through the Services or by contacting JVZoo at support@JVZoo.com. Termination of your account does not relieve you of any obligations incurred prior to termination, including any outstanding payment obligations, indemnification obligations, or liabilities arising from your use of the Services.

21.2 Termination by JVZoo

JVZoo may suspend, restrict, or terminate your account and your access to the Services, in whole or in part, at any time, with or without cause, and with or without notice, including without limitation if JVZoo reasonably believes that: (a) you have violated these Terms or any applicable law; (b) you have infringed the intellectual property rights of any third party; (c) your conduct creates risk or possible legal

exposure for JVZoo, other users, or third parties; (d) your account has been inactive for an extended period; (e) you have engaged in fraudulent, abusive, or deceptive conduct; or (f) continued provision of the Services to you is commercially impracticable. Where practicable and not prohibited by law, JVZoo will provide you with notice of such termination or suspension and, where appropriate, an opportunity to retrieve your data before termination becomes effective. JVZoo shall have no liability to you or any third party for any termination or suspension of your access to the Services.

21.3 Effect of Termination

Upon termination, your right to use the Services immediately ceases. Sections of these Terms that by their nature should survive termination shall survive, including without limitation Sections 11.2 (License to User Content), 12 (Intellectual Property), 18 (Disclaimers), 19 (Limitation of Liability), 20 (Indemnification), 22 (Governing Law), 23 (Dispute Resolution; Arbitration), and 24 (Miscellaneous).

JVZoo may retain certain information following termination to the extent required by applicable law, including for tax, accounting, regulatory, and legal compliance purposes, or to enforce these Terms. Any User Content that has been incorporated into the Services or that JVZoo has a legitimate business need to retain may continue to be used by JVZoo in accordance with these Terms.

22. Modifications to These Terms

JVZoo reserves the right to modify these Terms at any time. If we make material changes, we will provide notice by posting the revised Terms on the Services with an updated “Last Updated” date and, where required by applicable law, by sending notice to the email address associated with your account. Your continued use of the Services after the effective date of the revised Terms constitutes your acceptance of such changes. If you do not agree to the revised Terms, you must discontinue your use of the Services.

23. Governing Law

These Terms and any dispute or claim arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof, or your use of the Services, shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice-of-law or conflict-of-law principles that would cause the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to these Terms. Subject to the arbitration provision below, you and JVZoo agree that any judicial proceedings (other than

small-claims actions) will be brought in and you hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in Seminole County, Florida.

24. Dispute Resolution; Arbitration; Class Action Waiver

24.1 Informal Resolution

Before initiating any arbitration or court proceeding, you agree to first contact JVZoo at support@JVZoo.com and attempt to resolve the dispute informally for at least thirty (30) days. If the dispute is not resolved within that period, either party may proceed as set forth below.

24.2 Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

Except as expressly provided below, any dispute, controversy, or claim arising out of or relating to these Terms or the Services, including the formation, interpretation, breach, performance, or termination thereof, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, shall be resolved by final and binding arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules and, where appropriate, its Supplementary Procedures for Consumer-Related Disputes.

The arbitration shall be conducted in Seminole County, Florida (or, at the election of the claimant, by telephone, video conference, or based on written submissions). The arbitration shall be conducted by a single arbitrator with substantial experience in resolving commercial disputes. The arbitrator shall have the authority to grant any remedy that would be available in a court of competent jurisdiction, subject to the limitations set forth in these Terms.

Judgment on the arbitration award may be entered in any court having jurisdiction thereof.

24.3 Class Action and Jury Trial Waiver

YOU AND JVZOO AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, MULTI-PARTY, OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND JVZOO AGREE OTHERWISE IN WRITING, THE ARBITRATOR MAY NOT

CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND JVZOO EACH WAIVE THE RIGHT TO A JURY TRIAL.

24.4 Exceptions

Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of intellectual property rights, confidential information, or other proprietary rights. Additionally, claims within the scope of small-claims court jurisdiction may be brought in small-claims court in Seminole County, Florida (or in the county where you reside) rather than in arbitration.

24.5 Opt-Out

You may opt out of this arbitration provision by sending written notice to JVZoo at the address set forth in Section 26 below within thirty (30) days of the date you first accept these Terms. Your opt-out notice must include your name, mailing address, and a clear statement that you wish to opt out of binding arbitration. If you opt out of arbitration, all other provisions of these Terms remain in full force and effect.

24.7 Arbitration Fees. Payment of filing, administration, and arbitrator fees will be governed by the AAA's rules. If, however, the arbitrator finds that the substance of your claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then payment of all such fees will be governed by the AAA's rules and you agree to reimburse JVZoo for all amounts previously paid by JVZoo that are your obligation to pay.

25. Miscellaneous

25.1 Entire Agreement

These Terms, together with the Privacy Policy, the Seller Agreement (if applicable), and the Affiliate Agreement (if applicable), constitute the entire agreement between you and JVZoo relating to the subject matter hereof and supersede all prior or contemporaneous oral or written communications, proposals, representations, and agreements with respect to the Services.

25.2 Severability

If any provision of these Terms is held to be unlawful, void, or unenforceable, that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

25.3 Waiver

No waiver of any term or condition of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and JVZoo's failure to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

25.4 Assignment

You may not assign or transfer these Terms or your rights or obligations hereunder without JVZoo's prior written consent. JVZoo may assign these Terms without restriction, including in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

25.5 Force Majeure

JVZoo shall not be liable for any failure or delay in performing its obligations under these Terms where such failure or delay results from acts of God, natural disasters, pandemics, war, terrorism, labor disputes, government actions, Internet or telecommunications failures, or other causes beyond JVZoo's reasonable control.

25.6 Notices

JVZoo may provide notice to you under these Terms by posting on the Services, by sending an email to the address associated with your account, or by other reasonable means. You may provide notice to JVZoo by mail at: BBC Systems Inc. dba JVZoo, 1809 E. Broadway Street, Suite 125, Oviedo, FL 32765, USA; or by email at support@JVZoo.com.

25.7 No Third-Party Beneficiaries

These Terms are for the sole benefit of you and JVZoo and do not create any third-party beneficiary rights, except that JVZoo's licensors and service providers are intended third-party beneficiaries of the disclaimers and limitations of liability set forth herein.

25.9 Headings

The section headings in these Terms are for convenience only and have no legal or contractual effect.

25.10 Electronic Communications. By using the Services or providing your email address or phone number, you consent to receive electronic communications from JVZoo, including transactional emails, account notifications, marketing communications (where you have opted in or where permitted by applicable law), and legally required notices. You may opt out of marketing communications at any time by following the unsubscribe instructions in the communication or by adjusting your account settings. Transactional and legal notices cannot be opted out of while you maintain an account.

25.11 Accessibility. JVZoo is committed to making the Services accessible to users with disabilities. If you experience any accessibility barriers when using the Services, please contact us at support@JVZoo.com so we can work to address the issue.

26. Contact Information

If you have questions or concerns about these Terms, please contact us at:

BBC Systems Inc. dba JVZoo

1809 E. Broadway Street, Suite 125

Oviedo, FL 32765, USA

Email: support@JVZoo.com

27. EU/UK Representative

Pursuant to Article 27 of the General Data Protection Regulation (EU GDPR) and Article 27 of the UK General Data Protection Regulation (UK GDPR), JVZoo has appointed VeraSafe as its representative in the European Union and United Kingdom for data protection matters. VeraSafe may be contacted regarding matters related to the processing of personal data in addition to or instead of contacting JVZoo directly:

VeraSafe Ireland Ltd.

Unit 3D North Point House

North Point Business Park

New Mallow Road

Cork T23AT2P, Ireland

Online contact form:

<https://www.verasafe.com/privacy-services/contact-article-27-representative>

Or:

VeraSafe Czech Republic s.r.o.

Rohanské nábřeží 678/23

Prague 8, 18600

Czech Republic

Databox ID: eicpabq