

Terms & Conditions of the Website

Last Update: Dec 2020

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The information on this Website is for informational purposes only. The JY&A is not responsible for any errors or omissions in the Website or Site Materials.

Any personal information that you provide to the JY&A on the Website is subject to our Privacy Policy, available at https://e4ff5284-16c9-4b9a-b73c-4bd4ad9401.filesusr.com/ugd/046850_fef0f659c2134beaae9983d0948f66a5.pdf, which is incorporated into these Terms by reference, as if set forth fully herein.

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User Content

In the event that the Website allows you to contribute any content, information, text, files, graphics, personal listings, messages, postings or other materials and information for access, use, and commentary by other visitors to the Website (“User Content”), you grant the JY&A a worldwide, perpetual, non-terminable, royalty-free, irrevocable, transferable, license to access, use, distribute, perform, reproduce, display, modify, create derivative works based upon, and sublicense any such User Content submitted by you to the JY&A.

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Liability

The JY&A and its affiliates, subsidiaries or licensors shall not be liable for any direct, indirect, special, incidental, consequential, exemplary, extra-contractual, or punitive damages of any kind whatsoever, including lost revenues or lost profits, which may or does result from the use of, access to, or inability to use the Website, the Site Material, User Content, or the services, products, information and other materials on and in and made available through the Website, regardless of legal theory, whether or not you or the JY&A had been advised of the possibility or probability of such damages, and even if the remedies otherwise available fail of their essential purpose. Under no circumstances will the total liability of the JY&A and its affiliates, subsidiaries or its licensors to you or any other person or entity in connection with, based upon, or arising from the Website, the Site Material or User Content on, in, and made available through the Website, or the services, information, or products offered in connection therewith exceed the price paid by you during the preceding year for use of the Website. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. If any part of this limitation on liability is found to be invalid or unenforceable for any reason, then the total liability of the JY&A and its affiliates, subsidiaries or its licensors shall not exceed ten dollars (\$10). If you are dissatisfied with the Website, or with any of these Terms, or feel the JY&A has breached these Terms, your sole and exclusive remedy is to discontinue using the Website.

Indemnification

You shall indemnify the JY&A and its members, managers, directors, officers, employees, agents, contractors and licensors (“JY&A Indemnitees”) against all claims, actions, suits, and

other proceedings (“Claims”) arising out of or incurred in connection with the Website and your use of the Website or services obtained through the Website, your fraud, violation of law, negligence, willful misconduct, or any other use of the Website, the Site Material, User Content, the services, products, information and other materials on, in and made available through the Website, (except to the extent attributable to the JY&A), or any breach by you of these Terms and shall indemnify and hold the JY&A Indemnitees harmless from and against all judgments, losses, liabilities, damages, costs, and expenses (including reasonable attorneys’ fees and attorneys’ disbursements) arising out of or incurred in connection with such Claims.

Complaint Procedures

If you believe that any content or postings on this Website violates your intellectual property or other rights, please send to the JY&A at info@jyuanassociates.com a comprehensive detailed message setting forth the following information: (a) your name and the name of your company, if any; (b) your contact information, including your e-mail address; (c) the nature and substance of your complaint, the specific rights at issue, and your basis for making the complaint, including the content or posting that is objectionable; and (d) the following statement: “The statements, representations, and assertions made in this message are true, complete, and accurate and I have the full legal authority to make each and every such statement, representation, and assertion and to make and be granted any demand made in this message.”

Governing Law and Jurisdiction

These Terms (together with the Privacy Policy) represent the entire agreement between you and the JY&A with respect to the subject matter hereof, and supersede any and all prior agreements, express and implied, and will be governed by and construed in accordance with the laws of the State of New York, without reference to its conflict of law rules. By accessing, viewing, or using the services, works, content, or materials on the Website, you consent and agree to (a) the exclusive jurisdiction of the federal and state courts located in the State of New York; (b) accept service of process by personal delivery or mail; and (c) irrevocably waive the right to trial by jury and any jurisdictional and venue defenses otherwise available.

Miscellaneous

The Website is not intended for children under the age of 18. The Website is controlled and operated from within the United States. Without limiting anything else, the JY&A makes no representation that the Website, Site Materials, User Content, services, products, information or other materials available on, in, or through the Website is appropriate or available for use in other locations, and access to them from territories where they are illegal is prohibited. The

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