

Last update: Jan 1, 2015

PLEASE READ THESE TERMS AND CONDITIONS OF SERVICE ("Agreement") CAREFULLY BEFORE USING THIS WEBSITE AND MOBILE APPLICATION (the "Site" or "Jrny website" or "Mobile Application"). This Site at Mobile Application are fully controlled and operated by Jrny Inc, ("Jrny", "we," or "us"). By accessing and using this Site and Mobile Application, you are hereby agreeing to be legally bound by the terms and conditions of Jrny.com. This Site and Mobile Application is available ONLY TO USERS OVER THIRTEEN YEARS OF AGE. By completing the registration process for this Site and Mobile Application, you represent that you are over thirteen years of age, and can and will be legally bound by this Agreement. If you do not agree with all of the following terms and conditions of this Agreement, your only recourse is to immediately: (1) discontinue use of the Site and Mobile Application; (2) terminate your registration; and (3) notify Jrny Inc of termination.

We reserve the right, at our sole discretion, to change, modify or otherwise alter this Agreement at any time. Such changes and/or modifications shall become effective immediately upon the posting thereof. Please review the terms and conditions of this Agreement to keep yourself apprised of any changes. Your continued use of the Site and Mobile Application following the posting of changes and/or modifications will constitute your acceptance of the revised terms and conditions.

A. Description of Service

Jrny provides its users services as described and provided on the Site and Mobile Application (collectively, the "Services"). Jrny is a local and travel discovery and community service, containing photos and commentary for places around the world. Using the Jrny tools users can enter notes and photos about a visit to a place and share these discoveries with friends and the Jrny community. Jrny may at some point license, sublicense, sell or otherwise distribute its content, including but not limited to the Photos, "About this Jrny" writing, and community services in whole or in part to third parties at its sole discretion.

B. Privacy

We have established a Privacy Policy to explain to users how their information is collected and used, which you can read on the website. Your use of the Services signifies acknowledgment of and agreement to Jrny's Privacy Policy.

C. Your Registration Obligations

In this Agreement "you" or "user" refers to the person who registers to become a user of the Site and Mobile Application. In consideration of your use of the Services, you represent that you are of legal capacity to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Jrny has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Jrny has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

To obtain some specific Services, you will be required to designate a user ID and password, or use another site to provide these credentials to Jrny. You are responsible for maintaining the confidentiality of the ID and password, and are fully responsible for all activities that occur under your ID or password. You agree to immediately notify Jrny of any unauthorized use of your ID or password or any other breach of security. Jrny cannot and will not be liable for any loss or damage arising from your failure to do so.

D. User Conduct

Without limitation, Jrny reserves the right to terminate your access to and use of the Services if, in our view, your conduct fails to meet any of the following guidelines:

- 1 You shall not use any portion of the Jrny Site or the Services for uploading, posting, emailing, transmitting or otherwise making available information that is unlawful, infringe on another's intellectual property rights, or are harmful to minors in any way.
- 2 You shall not attempt to interfere with any other person's use of the Services.
- 3 You shall not misrepresent your identity or impersonate any person.
- 4 You shall not hold yourself out as sponsored by, endorsed by, or affiliated with the Jrny Site.
- 5 You shall not use any portion of the Jrny.com website and Mobile Application or the Services for uploading, posting, emailing, transmitting or otherwise making available junk mail, commercial advertisements, or any other form of commercial solicitation.
- 6 You shall not use any portion of the Jrny website and Mobile Application or the Services for uploading, posting, emailing, transmitting or otherwise making available messages that are harmful, threatening, abusive, vulgar, obscene, defamatory, libelous, hateful, or racially, ethnically or otherwise objectionable.
- 7 You shall not attempt to gain unauthorized access to Jrny's database or other computer systems.
- 8 You shall not attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by Jrny in connection with the Jrny website or the Services.
- 9 You shall not engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Services or the Jrny website.
- 10 You shall not use any portion of the Jrny website or the Services for any unlawful purpose.

All judgments concerning the applicability of these guidelines shall be at the sole and exclusive discretion of Jrny Inc.

E. Jrny Posts

To the extent that portions of this Site provide users an opportunity to post Jrny and thereby post and exchange information, ideas, opinions, messages, text, images, photos, or other materials (the "Jrnys"), please be advised that such Postings do not necessarily reflect the views of Jrny. In no event shall Jrny assume or have any responsibility or liability for any Jrnys or for any claims, damages or losses resulting from their use and/or appearance on this Site. You hereby represent and warrant that you have all necessary rights in and to all Postings you provide and all information they contain and that such Postings shall not infringe any proprietary or other rights of third parties or contain any libelous, tortious, or otherwise unlawful information.

Jrny does not claim ownership rights to any of your Postings, except to the extent that such rights may be expressly limited or assigned by this Agreement. For the purpose of enabling us to display your Postings through the Jrny website and Services, and in the case of any sublicense by Jrny to any third party, you hereby grant to Jrny a non-exclusive, royalty-free, fully paid, worldwide license to use, copy, distribute, and display such materials.

Jrny does not allow Postings which contain:

- 1 private or personal information which might identify a user
- 2 profanity or obscenities

- 3 personal attacks on other individuals
- 4 slanderous, defamatory, obscene, pornographic, threatening and harassing comments; and/or
- 5 other information that Jrrny deems in its sole discretion to be inappropriate for this Site or which otherwise violate this Agreement.

Jrrny reserves the right, in our sole discretion, to refuse to post, edit, or delete Postings that violate the above-referenced rules of conduct, or for any other reason. Jrrny may also revoke the privileges of users who do not comply with such rules.

You acknowledge that Jrrny may establish limits concerning use of the Postings, including the maximum number of days that Postings will be retained by the Site and Mobile Application and the maximum number and size of Postings that may be transmitted or stored by the Site and Mobile Application. You agree that Jrrny has no responsibility or liability for the deletion or failure to store any Postings maintained or transmitted by the Site and Mobile Application.

F. Product and Services Reviews and Submissions

To the extent that portions of this Site and Mobile Application provide users or other third parties an opportunity to submit reviews, photos and submissions for display on this Site and Mobile Application about various products and services, such as Hotel Reviews, Restaurant Reviews and Photos, ("Review(s)"), please be advised that such Reviews do not necessarily reflect the views of Jrrny. In no event shall Jrrny assume or have any responsibility or liability for any Review appearing on the Site, including those provided by any user or any other party, or for any claims, damages or losses resulting from its use and/or appearance on this Site and Mobile Application.

By posting or submitting a Photo, Discovery or Review, you hereby represent and warrant that you have all necessary rights in and to any Photo, Discovery or Review you provide and shall not infringe any proprietary or other rights of third parties, or contain any libelous, tortious, or otherwise unlawful information. You further represent and warrant that all information contained in such Photo, Discovery or Review is accurate, that use of any Review you supply does not violate this Agreement and will not cause injury to any person or entity, and that you will indemnify Jrrny or its affiliates for all claims resulting from any Review you supply.

G. LICENSE GRANT TO PHOTOS, DISCOVERIES AND REVIEWS

By using the Jrrny site or services and/or by uploading content of any kind including specifically the posting or submitting of any Photos, Discoveries or Reviews, you automatically grant to Jrrny and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Photos, Discoveries and Reviews throughout the world in any media. Jrrny has the right but not the obligation to monitor or edit or remove any Photo, Discovery or Review or any portion thereof at any time in its sole discretion.

H. Proprietary Rights

Jrrny and its licensors have expended substantial time, effort, and funds to create Jrrny and its Services. All site software, design, text, information, data, databases, images, photographs, illustrations, audio clips, video clips, artwork, graphic material, or other copyrightable elements, the selection and arrangements thereof, and other content (collectively, the "Content") are the property of Jrrny and/or its subsidiaries, affiliates, assigns, licensors or other respective owners and are protected, without limitation, pursuant to U.S. and foreign copyright and trademark laws.

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Notice of Copyright Agent. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Jrny's copyright agent the written information specified below. (1) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) A description of the copyrighted work that you claim has been infringed upon; (3) A description of where the material that you claim is infringing is located on the site and Mobile Application; (4) Your address, telephone number, and e-mail address; (5) A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (6) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Jrny's Copyright Agent for notice of claims of copyright infringement on its site can be reached as follows:

Copyright Agent
Jrny
4241 21st Ave W – Suite 105
Seattle, WA 98199
phone: 206-510-2941
e-mail: admin@jrny.com

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Submissions. You agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, provided by you in the form of e-mail or submissions to Jrny, or Postings on this Site and Mobile Application are non-confidential (subject to our Privacy Policy).

You further agree that you will not disassemble, decompile, reverse engineer or otherwise modify the Content on the Site. Any unauthorized or prohibited use may subject the offender to civil liability and criminal prosecution under applicable federal and state laws.

I. Contests, Sweepstakes, and Other Activities

Jrny provides Rules of Participation for certain activities on this Site and Mobile Application including, without limitation, contests and sweepstakes offered by Jrny and in conjunction with third parties. This Agreement is incorporated by reference to the specific Rules of Participation which appear in connection with information about a particular activity. To the extent that any conflict exists between this Agreement and specific Rules of Participation, the Rules of Participation for the activity in which you choose to participate shall govern.

J. Errors or Delays in Transmission, and Limitations on Service

Jrny DOES NOT REPRESENT OR WARRANT THAT MATERIALS IN THIS SITE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. Jrny is not responsible for typographical errors or omissions relating to pricing, text, or other materials, including the accuracy of maps that are displayed on the Site. Furthermore, while Jrny attempts to ensure your access and use of the site is safe, Jrny cannot and does not represent or warrant that this site or its server(s) are free of viruses or other harmful components.

K. Termination of Service

Jrny may terminate your access to the Services with or without cause at any time and effective immediately, at Jrny's sole discretion, including but not limited to your failure to conform with the terms and conditions of the Agreement. Jrny shall not be liable to you or any third party for termination of use of the Services. Upon termination, your right to use the Services shall cease immediately. Sections B, F-P shall survive termination of this Agreement.

L. Disclaimer of Warranties

THE WEB SITE AND THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ASSOCIATED WITH IT ARE PROVIDED "AS IS." JRRNY, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, REPRESENTATIVES, DISCLAIM ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE WEB SITE AND ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES PROVIDED HEREIN, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. USE OF JRRNY'S SERVICES IS AT YOUR OWN RISK. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

M. Limitation of Liability

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, JRRNY ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, REPRESENTATIVES, ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR OTHER INJURY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF JRRNY'S SERVICES OR THE WEB SITE, OR WITH THE DELAY OR INABILITY TO USE THE WEB SITE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES OBTAINED THROUGH THE WEB SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEB SITE, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF Jrny, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, REPRESENTATIVES, HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

N. Third Party Links

The appearance of external hyperlinks and/or ads generated by third parties does not constitute endorsement by Jrny, its subsidiaries and affiliates of the opinions or views expressed by these third party websites and Jrny does not verify, endorse, or take responsibility for the accuracy, currency, completeness or quality of the content contained at these sites. Furthermore, Jrny is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such sites. As such, neither Jrny nor its subsidiaries and affiliates will be responsible for any errors

or omissions or for the results obtained from the use of such information contained in these sites. Finally, Jrny will under no circumstances be liable for any direct, indirect, incidental or special loss or other damage, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within these third party hyperlinked sites.

O. Indemnification

You agree to indemnify, defend and hold harmless, Jrny, its affiliates, and their respective officers, directors, employees, agents, licensors, representatives from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this agreement by you. Jrny reserves the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with Jrny in asserting any available defenses.

P. Disputes

Any controversy or claim arising out of or relating to this Agreement, Jrny or the provision of the Services shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Seattle, WA, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Either you or Jrny may seek any interim or preliminary relief from a court of competent jurisdiction in Seattle, WA, necessary to protect the rights or property of you or Jrny (or its agents, suppliers, and subcontractors) pending the completion of arbitration.

If there is a dispute between participants on this site, or any third party, Jrny is under no obligation to become involved. In the event that User has a dispute with one or more members, user hereby releases Jrny, their officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and / or our service.

Q. Governing Law

This Agreement shall be governed by the laws of the State of Washington without regard to its conflict of law provisions. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. 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 Jrny.com, the Services or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

R. Agreement

This Agreement constitutes the entire agreement between you and Jrny and governs your use of our Site, superseding any prior agreements between you and Jrny with respect to the use of our Site. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The failure of Jrny to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. The section titles in the Agreement are for convenience only and have no legal or contractual effect.