

JamMar Moguls Website Terms of Use

Website Terms of Use were last updated on April 30th, 2024.

Welcome to the official website of JamMar Moguls LLC, accessible at www.jammarmoguls.com ("Website"). These Terms of Use govern your engagement with, and use of the Website and all associated services provided by JamMar Moguls LLC, a company with a diverse international client base. By accessing and using this Website, you confirm your acceptance of these Terms, which form a legally binding agreement. Access to and use of the Website and its services are granted solely to you as the registered user and are not transferable to any third party.

Eligibility and Access

Access to the Website is intended only for individuals who are at least 18 years old and have the legal capacity to enter into binding contracts. By using this Website, you affirm that you meet these eligibility requirements.

Guidance for Users

These enhanced explanations of our website's disclaimers and liability limitations are designed to clearly communicate the boundaries of JamMar Moguls LLC's responsibilities regarding its website content. Users are advised to approach the website with a clear understanding that they bear the responsibility for validating the information before acting on it. We recommend consulting with professionals or reaching out directly to our customer support for specific queries or concerns about our website content. This proactive engagement ensures users make informed decisions, mitigating potential misunderstandings or the misuse of the information provided.

Creative Contributions and Licensing Framework

A. Sharing Your Creativity:

When you decide to contribute any type of creative material to the Website, including texts, photographs, graphics, videos, and audio files, you engage in a legal agreement with JamMar Moguls LLC. This agreement involves granting us a comprehensive set of rights over your submitted content. By submitting your material, you provide JamMar Moguls LLC with a perpetual (lasting indefinitely), royalty-free (without the need for payment), non-exclusive (allowing you to grant similar rights to others), and sub licensable (permitting us to grant these rights to other parties) license. These licenses allow us to use, reproduce, modify, adapt, publish, and translate your contributions according to our operational needs.

B. Scope of Rights:

The rights you grant extend globally, enabling JamMar Moguls LLC to utilize your contributions in all media forms, both existing and yet to be developed. This ensures that we can adapt your contributions to fit emerging technologies and new media platforms, thereby maximizing the utility and reach of your creative work. The flexibility provided by these rights is crucial for integrating your contributions into our diverse range of services and promotional efforts across different regions and cultural landscapes.

C. Intellectual Property Rights:

By submitting your contributions, you authorize JamMar Moguls LLC to exercise all associated copyright and publicity rights. This authorization covers the entire legal duration of those rights, allowing us to leverage your contributions for the long term. These rights include, but are not limited to, the ability to distribute, perform publicly, and display your contributions both online and offline. We ensure that your contributions are used in a manner that respects your creative vision while aligning with our business goals.

D. Considerations Before Submission:

We encourage contributors to carefully consider the extent of the rights being granted before submitting their content. If you are uncomfortable with granting JamMar Moguls LLC extensive rights to your contributions, it may be best to refrain from submitting them. This precaution helps prevent potential conflicts or legal misunderstandings about the use and control of your contributions. We aim to foster a transparent relationship with our contributors, ensuring that you are fully aware of the implications of your submission and the potential uses of your creative works.

Detailed Payment Guidelines for JamMar Moguls LLC

A. Credit Card Transactions:

- **General Usage:** We accept major credit cards including Visa, MasterCard, American Express, and Discover for all transactions up to \$5,000 USD. This limit is set to streamline smaller transactions and provide a convenient payment option for most services.
- **High-Value Transactions:** For transactions greater than \$5,000 USD, prior approval from the CFO of JamMar Moguls is required. This additional step is implemented to ensure each large transaction is scrutinized for accuracy and legitimacy, providing an extra layer of financial security and oversight.
- **Credit Card Authorization and Fees:** A ‘convenience fee’ will be applied to all credit and debit card transactions. This fee is charged by the payment processing company and is not controlled by JamMar Moguls. You, as the client, acknowledge and agree to this

fee upon processing your payment. Each transaction is processed through secure, industry-standard payment gateways to ensure your financial data remains protected.

B. Wire Transfers and Bank ACH:

- **Wire Transfers:** Preferred for transactions involving large sums, wire transfers offer a secure and efficient method to transfer funds directly from one bank account to another. Clients are encouraged to use this method for high-value payments, and details for wire transfers are provided upon request to ensure proper handling and security.
- **Bank ACH:** Accepted for major project payments, Bank ACH transfers are another secure method for transferring substantial amounts. This method is typically used for recurring payments or large one-time project fees, providing a reliable and traceable payment method.

C. Payment Authorization and Security:

- **Authorization to Make Payments:** As a client of JamMar Moguls, you are presumed to have the authority to make payments and decisions related to the services procured. This ensures that transactions are conducted by individuals who have the right to allocate funds for the services, thereby avoiding unauthorized or fraudulent activity.
- **Check Policy:** Personal checks and certified checks are not accepted due to the potential for fraud and the longer processing times associated with these payment methods. This policy helps streamline operations and reduce financial risk.

D. Policy on Chargebacks and Disputes:

- **Chargeback Restrictions:** You agree that initiating chargebacks on credit/debit card payments for services rendered by JamMar Moguls is strictly prohibited. This policy overrides any general credit card issuer or payment processor policies that might otherwise allow chargebacks. We establish this rule to prevent misuse and encourage direct communication to resolve any disputes or misunderstandings.
- **Client's Security Responsibilities:** It is your responsibility to ensure that your computing systems are secure and that your network is protected against unauthorized access. JamMar Moguls disclaims liability for any losses stemming from breaches that originate from your systems. We recommend maintaining updated antivirus software and strong network security protocols to protect your data integrity.

E. Prepayment and No Refund Policy:

- **Mandatory Prepayment:** All services, including projects and campaigns provided by JamMar Moguls LLC, require full payment in advance. This upfront payment secures the allocation of resources necessary for the timely and quality delivery of services.

- **Confirmation and Receipt of Payment:** Services are activated only after full payment is verified and acknowledged by our finance department. An official confirmation receipt will be issued to the client, marking the commencement of the project or campaign.
- **Absolute Non-Refund Policy:** Once an agreement is signed and the project has commenced, JamMar Moguls LLC will not issue refunds under any circumstances for any reason. Clients are encouraged to thoroughly review all terms and conditions before finalizing their commitments, as the payment becomes non-refundable at the point of project initiation.
- **Secure Transaction Processing:** Payments are processed using secure, encrypted methods to protect client financial information. All transactions are final, and clients must ensure the accuracy and completeness of the payment details they provide.
- **Delayed Start on Non-Payment:** If full payment is not received, the commencement of the project or service will be postponed until such payment is made. JamMar Moguls LLC reserves the right to withhold resources and delay project start dates until financial obligations are fully met by the client.
- **Adjustments Post-Commencement:** Any changes to the scope of a project after its commencement that might affect the overall cost must be formally agreed upon. Adjustments that decrease project costs will result in credits toward future services rather than refunds.
- **Legal Enforcement of Payment Terms:** These payment conditions are integral to the contractual agreement between JamMar Moguls LLC and its clients. Non-compliance with these terms exposes the client to potential legal action for recovery of owed amounts or for damages caused by contractual breaches.

Payment Guidelines Conclusion

These comprehensive payment guidelines are designed to clarify our policies and ensure a smooth financial interaction between JamMar Moguls LLC and its clients. By detailing each payment method and the associated policies, we aim to foster transparency and build trust with our clients, ensuring all parties are well-informed about the procedures and requirements associated with financial transactions at JamMar Moguls LLC. If you have any questions or require further clarification regarding our payment methods and policies, please contact our payments department at: payments@jammarmoguls.com.

Detailed Refund Guidelines

A. Standard No Refund Policy:

JamMar Moguls LLC adheres to a strict no-refund policy across all its services and products. Once a sale is completed, it is considered final. This policy is enforced to ensure that all transactions are treated with finality and seriousness. We strive to provide comprehensive descriptions and previews of our products and services wherever possible to ensure that our clients can make informed decisions. This transparency aims to prevent any misunderstandings or mismatches in expectations and to foster trust and satisfaction with each purchase.

B. Campaigns and Service Agreements:

Our no-refund policy also covers all promotional campaigns and services that clients may subscribe to or purchase through our website, even in instances where a formal, physical service agreement is not returned. When engaging with our campaigns, clients are deemed to have accepted all terms related to the campaign, including the understanding that refunds are not available once a service has commenced, or a product has been accessed. This policy is clearly communicated during the marketing, payment, and checkout processes to ensure that all clients understand and agree to these terms prior to completing their transactions.

C. Force Majeure and Other Circumstances:

Furthermore, our no-refund policy extends to situations categorized under Force Majeure. This includes any unexpected events that are beyond the control of JamMar Moguls LLC, such as natural disasters (e.g., earthquakes, hurricanes, floods), acts of terrorism, wars, or substantial disruptions like global pandemics. Specifically, no refunds will be granted for issues arising from the COVID-19 pandemic or similar health crises. This part of our policy is crucial for maintaining operational stability and financial integrity in times of significant external disruptions. It ensures that we can manage resources effectively and continue providing services without undue financial strain.

Purpose of Our Policies

The purpose behind these strict refund policies is to mitigate potential financial and operational risks that can affect the stability and sustainability of our business. By setting clear expectations about refunds from the outset, we aim to build trust and ensure a transparent relationship with our clients. We believe that understanding and acknowledging these terms helps prevent future disputes and enhances overall customer satisfaction by setting the right expectations.

Flexible Service Management Guidelines

A. Ensuring Quality and Availability:

JamMar Moguls LLC prioritizes the consistent availability and quality of its services and products. However, there are occasions when unforeseen issues may impact on the availability of these offerings. In such cases, we reserve the right to suspend or cancel any order or service to ensure that our standards of quality are not compromised. This may include situations where the product or service becomes unavailable due to supply chain issues, unexpected demand surges,

or technical problems. Our goal is to manage these situations proactively and communicate openly with affected clients to find suitable alternatives or solutions.

B. Professional Conduct Requirements:

We expect all interactions with our clients to be conducted with professionalism and respect. Should a client's behavior be deemed unprofessional or harmful, whether through verbal abuse, inappropriate demands, or other disruptive actions, JamMar Moguls LLC retains the right to terminate or suspend service. This policy is in place to protect the integrity of our working environment and ensure that our employees can perform their duties without facing undue stress or hostility.

C. Realistic Expectations:

It is vital that client expectations align with what has been realistically set forth in service agreements and what is achievable given current capabilities and resources. Overly ambitious or misaligned expectations can lead to misunderstandings and dissatisfaction. Should it become apparent that a client's expectations are unrealistic—whether in the scope, timing, or outcomes of a service—we may need to initiate discussions to realign expectations or, if necessary, cancel the service to prevent potential disputes or dissatisfaction.

D. Accuracy of Service Descriptions and Orders:

Accuracy is crucial in the description and pricing of our services and products. Errors in these areas can lead to significant issues in order fulfillment and client satisfaction. If an error in the description, price, or any detail of an order is identified, we reserve the right to cancel or modify the affected orders. This step is taken to maintain transparency and fairness in our transactions, ensuring that clients receive the service or product they expect at the correct price.

E. General Discretionary Rights:

JamMar Moguls LLC also maintains broad discretionary rights to refuse or cancel any service or order for reasons that might not be explicitly listed but are understood to affect our ability to deliver services effectively. This includes, but is not limited to, legal restrictions, changes in business strategy, or ethical concerns that may arise. This flexibility ensures that our business practices remain adaptive and responsible for changing circumstances, always with the aim of protecting both the interests of the company and the expectations of our clients.

Restrictions on Conflicting and Competitive Activities

A. Competition with Our Services

You are prohibited from promoting, offering, or providing services that are identical or substantially similar to those provided by JamMar Moguls LLC, or that compete directly with our services. This restriction is designed to prevent conflicts of interest and ensure the integrity of our service offerings.

B. Contractual Interference

You must not enter into, initiate, or participate in any contracts, agreements, or arrangements that directly or indirectly infringe upon, interfere with, or undermine the execution, performance, or enforcement of any existing contracts, agreements, or obligations that JamMar Moguls LLC holds. This includes any actions that could disrupt our ability to fulfill our contractual duties.

C. Competitive Agreements and Transactions

You must refrain from initiating, negotiating, or participating in any agreements or transactions that compete with the services or contracts provided by JamMar Moguls LLC, especially concerning projects where we are already engaged. Violation of this clause can result in significant business disruptions and is subject to legal action.

D. Misappropriation of Proprietary Information

Engaging in any activity that involves the unauthorized use, acquisition, or disclosure of JamMar Moguls LLC's proprietary information or intellectual property is strictly forbidden. This includes any use of our intellectual property that has not been expressly authorized by JamMar Moguls LLC.

E. Solicitation and Contractual Interference

You must not solicit our clients, customers, partners, or service providers with the intent to alter, terminate, or otherwise violate their contractual agreements or business relationships with JamMar Moguls LLC. This includes any attempts to persuade or induce parties to breach agreements or disengage from contracts without our written consent.

Legal Consequences

Any breach of these provisions may lead JamMar Moguls LLC to take appropriate legal action to safeguard its rights and interests. This may include seeking injunctive relief, damages, and other remedies available under the law. Actions taken in violation of this agreement will be addressed rigorously, and JamMar Moguls LLC reserves the right to enforce these terms to the fullest extent permitted by law.

Intellectual Property and Copyright Protections

A. Trademark Information

The trademarks "JamMar Moguls" "JamMar Moguls LLC" and "JamMar Moguls®," "A Music & Entertainment Powerhouse," along with all associated logos, designs, and service marks displayed on the website, are the registered and unregistered marks of JamMar Moguls LLC. These trademarks distinguish the quality and unique nature of the products and services offered by JamMar Moguls LLC. Unauthorized use of these marks is strictly prohibited and may result in legal action. Any use of these trademarks without the express written permission from JamMar Moguls LLC is a violation of trademark laws and is subject to penalties.

B. Copyright Ownership

All materials available through the website, including but not limited to text, graphics, website design, logos, images, icons, and overall graphic appearance, are the exclusive property of JamMar Moguls LLC, protected under copyright laws as of 2024. These materials are provided on the website for informational and transactional purposes only. Unauthorized replication, copying, or any other use of these materials without express written consent from JamMar Moguls LLC is strictly prohibited and legally actionable.

C. Prohibitions on Content Modification and Exploitation

Users of this website are strictly forbidden from altering, publishing, transmitting, selling, participating in the transfer of, creating derivative works from, or in any other way exploiting any of the content found on the website, either in whole or part. Such activities are considered direct violations of JamMar Moguls LLC's intellectual property rights and will be treated as such under the law. JamMar Moguls LLC reserves the right to enforce its intellectual property to the fullest extent of the law, including seeking civil remedies and criminal prosecution where applicable.

D. Anti-Piracy Measures

JamMar Moguls LLC implements both passive and active security measures to protect the content of its website from unauthorized access and theft. These measures are designed to safeguard the intellectual property contained within the website and ensure that copyright laws are upheld. In the event of a breach, JamMar Moguls LLC will pursue all available legal remedies under international copyright laws and the Digital Millennium Copyright Act (DMCA). This may include seeking statutory damages, injunctive relief, and recovery of attorney fees.

E. Restrictions on Use

No person is authorized to use, copy, record, or distribute any part of the content or visual elements of the website without prior written consent from JamMar Moguls LLC. This includes any unauthorized reproduction, redistribution, or transmission of any part of the website materials. Such actions are illegal and could lead to both civil and criminal penalties under the law. Users must adhere strictly to these guidelines unless granted explicit permission by JamMar Moguls LLC.

Navigating External Links

A. Overview of Third-Party Links

JamMar Moguls LLC includes hyperlinks to third-party websites as a convenient resource for users of our website. These external links provide access to additional information, services, or products that may be beneficial or of interest to our users. By offering these links, JamMar

Moguls LLC aims to enhance the user experience and provide a gateway to supplementary resources that complement the content and services available on our own site.

B. Non-Control over Third-Party Sites

It is crucial for users to recognize that JamMar Moguls LLC does not exercise any form of control or influence over the content, operations, security measures, or general policies of these third-party websites. Each external site operates under its own governance, independent of JamMar Moguls LLC. This includes their handling of personal data, security protocols, and content management, which may significantly differ from the standards upheld by JamMar Moguls LLC. Users are advised to remain cautious and vigilant when navigating to these sites.

C. Disclaimer of Endorsement

The provision of links to third-party sites should not be seen as an endorsement or approval by JamMar Moguls LLC of any content, products, or services available through these sites. These links are provided solely for the convenience of our users and do not signify a partnership or deep association with these external entities. Users should not interpret any link as a validation of the third-party site's content or services by JamMar Moguls LLC.

D. Liability Limitation

JamMar Moguls LLC disclaims any responsibility for the content found on third-party sites, as well as for any loss or damage that may arise from your use of these sites. This limitation of liability extends to issues arising from inaccurate content, malware, privacy breaches, and any other potential harm resulting from visiting a third-party site. We strongly encourage our users to conduct thorough research and review the third-party site's own terms of service and privacy policies before engaging in any transaction or consuming any content.

User Guidance

This enhanced guideline is designed to provide clear and detailed information regarding the use of third-party links on the JamMar Moguls LLC website. We encourage our users to approach these external resources with informed caution and to actively engage in understanding the operational practices of these third-party sites. For any concerns or further inquiries related to the use of external links found on our website, please reach out to our customer support team. This proactive approach ensures that our users can navigate external resources safely and with adequate knowledge of the potential risks and benefits.

Detailed Disclaimers and Limitations of Liability

A. Explicit Disclaimer of Warranties

JamMar Moguls LLC provides all information, materials, and graphics on its website without any representation or warranty, express or implied. The entire content of the website is offered on an "AS IS" basis. This means that JamMar Moguls LLC explicitly disclaims all warranties,

whether express or implied, including but not limited to the IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, and NON-INFRINGEMENT. Users should not rely solely on the information provided on the website for making important decisions; instead, they should use this information as a general guide and verify any data through independent sources.

B. Accuracy and Completeness of Information

While JamMar Moguls LLC strives to ensure the reliability and accuracy of the website content, there may be occasional errors or outdated information, including technical inaccuracies, typographical mistakes, or misrepresentations of current facts. The website's content is dynamic and subject to change without prior notice. JamMar Moguls LLC commits to periodically reviewing and updating the information on its website but does not guarantee that all content is completely current at every given moment. Users are encouraged to be cautious and confirm the timeliness and accuracy of such content before relying on it.

C. Comprehensive Limitations on Liability

JamMar Moguls LLC will not be liable for any damages, whether direct, indirect, incidental, special, consequential, or punitive, that arise from the use of, or the inability to use, its website or any of the materials or information provided on it. This broad exclusion of liability includes, but is not limited to, losses such as lost profits, business interruption, and loss of information or data, regardless of whether these damages were foreseeable and whether JamMar Moguls LLC was advised of the possibility of such damages. Furthermore, JamMar Moguls LLC disclaims liability for any personal or business decisions made on the basis of information obtained from its website, underlining that it is the user's responsibility to evaluate the accuracy and utility of the information provided.

Dynamic Terms Adjustment Protocol

A. Right to Modify Terms

JamMar Moguls LLC reserves the absolute right to revise these Terms of Use at any time as necessary to reflect changes in the law, evolving business practices, or the introduction of new services. Adjustments are made to align with industry standards, regulatory requirements, and to better serve our users' needs. When these modifications are made, they are done unilaterally without prior notice to users.

B. Notification of Changes

While JamMar Moguls LLC updates the Terms of Use on this website, it is important to note that we are not obligated to directly notify users of these changes. The updated Terms will always be posted on our site, making it accessible for review at any time. We rely on users to regularly check the website for any amendments to ensure they remain informed about the conditions that govern their use of our services.

C. Acceptance of Updated Terms

Continued engagement with JamMar Moguls LLC's services after changes to the Terms of Use have been posted constitutes your acceptance of the revised terms. This acceptance is considered to be active once the updated Terms are live on the website. It is incumbent upon each user to familiarize themselves with the modifications and to understand how these might affect their use of the services.

D. Responsibility to Stay Informed

Users have the responsibility to periodically review these Terms of Use to stay abreast of any updates. We encourage all users to visit the terms and conditions section of our website regularly to ensure they understand the most current set of terms and guidelines under which they are using JamMar Moguls LLC's services. Not being aware of any changes due to failure to review the Terms does not absolve users of their responsibilities under the updated terms.

E. Contacting Us

For any questions, clarifications, or feedback regarding the Terms of Use, users can reach out to our support team via email at support@jammarmoguls.com. Our customer service team is prepared to assist with any inquiries and provide further explanations of the terms if necessary.

F. Date of Last Update

Please be aware that the current set of Terms of Use was last updated on April 30th, 2024. This date is provided to help users identify the most recent version of the terms and to encourage regular reviews to ensure familiarity with the most current operational guidelines.