

WJBeattie Enterprises LLC Terms of Service (TOS)

Effective as of **22 December, 2020**.

Welcome to server1.network. Owned, designed, and maintained by Wynn Beattie.

These Terms govern use of the Services that WJ Beattie Enterprises LLC provides via the Website or Software used and do not apply to any other service offered at Server1.Network.

These Terms also apply to visitors of the Website who are not registered users of WJBeattie Enterprises and do not use the Services.

Please read these Terms carefully prior to using the Website, Services and Software.

1. **WJBeattie Enterprises** means WJ Beattie Enterprises LLC, a limited liability company registered in Illinois, USA with the registered office at 303 West Peeples St. Summerfield, IL. 62289.
2. **Content** means any messages, comments, videos, audio clips, music, data, text, photographs, software, scripts, graphics or any other content generated, provided or otherwise submitted by the Clients and other users to WJBeattie Enterprises in the course of using the Website, Software and Services.
3. **Software** means web-based interface, mobile app and other downloadable and integrable software for the purpose of provision of the Services.
4. **Terms** means these Terms of Service (TOS) and all terms, policies and guidelines incorporated into the Terms by reference, including, but not limited to, Privacy Policy and SLA. In the event of any conflict between the SLA, the Privacy Policy and these Terms, these Terms shall prevail.
5. **Privacy Policy** means the Privacy Policy of WJBeattie Enterprises that stipulates the basics of processing of personal data that the Clients submit to WJBeattie Enterprises in connection with using the Website, Software and Services.
6. **Website** refers to <https://server1.network>.
7. **SMS** means Short Message Service, commonly referred to as “text messaging”.

2. Acknowledgement/Consent

1. By accessing, viewing, logging-in to, creating an account or using the Website, Software, Services, the content provided thereon or their functionality, or by requesting and registering for the Services, you acknowledge and agree to be bound by these Terms.
2. You understand as well that by creating an account on the Website, you give the consent on your behalf and confirm acknowledgment of the terms of processing of personal data as stipulated in the Privacy Policy.
3. You also acknowledge that under applicable law, some personal data can be processed without your consent and that WJBeattie Enterprises reserves the right to undertake such processing when appropriate such as stated in the Privacy Policy.
4. You confirm and guarantee that at all times while using the Website, Software and Services you have all the necessary consents and authorizations for processing of all personal data that you submit to WJBeattie Enterprises. You oblige to inform WJBeattie Enterprises immediately of the withdrawal of the consent for processing of personal data submitted to WJBeattie Enterprises, of the expiry of legal grounds for processing, modification,

inaccuracy or change to the submitted personal data by closing your account and removing any personal data you have submitted.

5. If you do not agree with these Terms, you may not use the Website, Software or the Services and must discontinue use immediately.
6. Your continued access to the Website, Software and/or use of the Services, as described above, signifies your acceptance of the Terms.
7. Finally, by using our service(s), you agree not to hold WJBeattie Enterprises LLC liable for any data loss, subsequent damages, or privacy issues resulting from the use of our service(s).

3. The Services

1. WJBeattie Enterprises may update the Website, Software and Services from time to time, and may change the content at any time. Please note that although WJBeattie Enterprises makes reasonable efforts to update the information on the Website, any of the content on the Website may be out of date at any given time, and WJBeattie Enterprises is under no obligation to update it. WJBeattie Enterprises makes no representations, warranties or guarantees, whether express or implied that the content on the Website is accurate, complete or up to date.

4. Our Stuff

1. The Services are protected by copyright, trademark, and other US and foreign laws. These TOS don't grant you any right, title or interest in the Services, any materials therein or transferred thereby, including without limitation, any of WJBeattie Enterprises software, images, text, graphics, illustrations, trademarks, service marks, logos, patents, copyrights, photographs, audio, videos, music, or content belonging to other users, and/or other brand features (collectively, "Our Stuff") or any intellectual property rights related to any of the foregoing. Our Stuff is the exclusive property of WJBeattie Enterprises, and, except as otherwise provided in this TOS, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any of Our Stuff. Use of Our Stuff for any purpose not expressly permitted by this TOS is strictly prohibited.

5. Use of the Services

1. WJBeattie Enterprises provides the Services only to the Clients, who are legal entities (an entity, other than natural person; e.g. the Services are provided to companies) **whom are 18 years of age or older** and live in the United States of America.
2. To use the Services, the Clients must create an account on the Website and sign up.
3. You confirm on their behalf to have full capacity and authorization to be bound by the these Terms.
4. **Clients must be at least 18 years of age and live** within the United States of America. WJBeattie Enterprises reserves the right to verify that you are operating legally at any time and upon finding such evidence is not true, or you are performing potentially legal activities, WJBeattie Enterprises reserves the right to terminate our Web services with you immediately at our discretion and close your account.
5. When accessing and using the Website, Software and/or the Services, you warrant that:
 - a. You are an eligible user;
 - b. You have the legal capacity and authorization to agree to these Terms;

- c. All information supplied by you is true, accurate, current and complete and you will keep the information accurate and up-to-date;
 - d. You are responsible for and will safeguard your log-in credentials, including your log-in password, and you will supervise and be completely responsible for any use of the Services with these log-in credentials, including by any and all of your authorized users. You must treat user identification code, password and any other security information as confidential. You must not disclose it to any third party.
 - e. You agree to update and change your password for login to the website at least once every 90 days. WJBeattie Enterprises is not responsible for reminding you of this or ensuring you choose a secure password with a minimum of 6 characters, random information, specials characters, upper and lowercase combinations to safeguard your account. You should NOT use any common words or phrases, and only use random information.
 - f. WJBeattie Enterprises provides features to help secure your account via SMS Text in an effort to help protect your account. There is no guarantee the features available to users will be successful in securing your account. If you know or suspect that anyone other than you, knows your user identification code or password, you must promptly notify WJBeattie Enterprises at ouroffice@server1.network.
 - g. You have read, understood, and agreed to the Terms.
 - h. You are a legal registered person in the United States of America not involved with illegal activities.
6. WJBeattie Enterprises reserves the right at its sole discretion to decline or refuse access to the Website, Software or Services at any time and for any reason at any time, including, but not limited to, in case of breach of these Terms.
 7. WJBeattie Enterprises has the right to disable any user identification code or password, whether chosen by you or allocated by WJBeattie Enterprises, at any time, if in the reasonable opinion of WJBeattie Enterprises you have failed to comply with any of the provisions of these Terms.
 8. It is your sole responsibility to ensure that your use of the Website, Software and Services complies with all applicable laws.
 9. You are responsible for making all arrangements necessary for you to have access to the Website, Software and Services.
 10. You are also responsible for ensuring that all persons who access the Website, Software and Services through your internet connection are aware of these Terms, and that they comply with them. You will be responsible for all liability arising from text messages, posts and email sent from your account, and will defend, indemnify and hold harmless WJBeattie Enterprises (and its affiliates) from and against any and all third party claims in relation to such acts and omissions in accordance with and subject to the terms of the Terms of Service.
 11. WJBeattie Enterprises may on its sole discretion close an account of the Client if the Services are not used by the Client for a continuous period of 12 months. WJBeattie Enterprises will not be under any obligation to restore access to or use of the data contained in the account nor shall be under any further obligation, including providing a copy of any data contained in the account. Non-use of the Services shall include a failure to log in to the account or send any SMS text messages to our server phone number.
 12. If the Client wishes to close its account, it can be done by logging into the account, navigating to the account settings page and selecting "Close my account". The account will be closed immediately after the request is received and processed by WJBeattie Enterprises.
 13. **This TOS contains a mandatory individual arbitration and class action/jury trial waiver provision that requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions.**

6. Pricing and Payment for subscription services.

1. WJBeattie Enterprises reserves the right to change its prices at any time without notice, provided that any such changes shall be posted on the Website allowing you time to decide if you want to continue service, close your account and delete personal data. You acknowledge and agree to this at the time of accepting this service agreement.
2. Step Challenger is a free service and will NOT have any fees, ever.

7. Refunds and Cancellations for paid services.

1. Based on the corresponding request sent to *ouroffice@server1.network.com*, WJBeattie Enterprises shall refund to the Clients unused monies paid by them for any month in the future. Excluding the current month unless a new customer of WJBeattie Enterprises within the first 30 days. Such requests must include your name, Client's name, email address and the reason for a refund. WJBeattie Enterprises shall process requests for a refund within 7 business days.
2. The refund will be made using the payment method you used to purchase the credit, unless WJBeattie Enterprises and the Client have agreed otherwise. For example, if payment was made by credit card, WJBeattie Enterprises shall reverse the amount of your unused credit to the credit card used to purchase the credit. The refund shall not be made to third parties.
3. In case of termination of an account of the Client due for non-use of the Services, WJBeattie Enterprises shall not refund any unused credit left on an account of that Client.
4. In case of cancellation or termination of an account of the Client, no cancellation or termination fee applies.
5. If illegal activity is proven within reasonable doubt, no refund will be granted and you agree to this.

8. Responsibilities

1. By using the Website or Services, the Clients acknowledge and agree that they are solely responsible for:
 - a. Obtaining and maintaining all computer hardware, software and communications equipment needed to access the Website, Software or Services, and for paying all access charges (e.g. ISP, telecommunications) incurred during use.

9. Content Provided to WJBeattie Enterprises

1. WJBeattie Enterprises does not claim ownership of, verify or control over the Content generated, provided or otherwise submitted by the Clients to WJBeattie Enterprises in the course of using the Website, Software and Services. The Clients and other users are solely responsible for all Content they generate and submit to WJBeattie Enterprises and WJBeattie Enterprises accepts no liability whatsoever for such content. WJBeattie Enterprises uses such Content to provide the Services only.
2. By providing their Content to WJBeattie Enterprises, the Clients grant WJBeattie Enterprises a world-wide, royalty free, non-exclusive license to copy, distribute, transmit, display, reproduce, edit, translate, perform and reformat Content in order to provide the Services.
3. WJBeattie Enterprises reserves the right at its sole discretion to remove, screen or edit without notice any Content at any time and for any reason.

4. By using the Services you agree not to generate any Content that is offensive, threatening, promotes violence, promotes any illegal activity, is obscene, defaming, pornographic or otherwise harmful, represents unauthorized copies or distributions of copyrighted work or other intellectual property or is contrary to law or otherwise objectionable.
5. WJBeattie Enterprises has the right to disclose your identity to legal institutions.
6. WJBeattie Enterprises will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you on the Website.
7. WJBeattie Enterprises has the right to remove any posting you make on the Website if, in its opinion, your post does not comply with the content standards set out in these Terms.
 8. WJBeattie Enterprises applies retention periods for the Content submitted by the Clients in accordance with the Privacy Policy.

10. No Unlawful or Prohibited Use

1. You must abide by these Terms and expressly agree that you will not use the Website, Software or Services to do any of the following which is strictly prohibited:
 2. Engage in inappropriate behavior, including:
 - a. Use the Website, Software or Services in any way that breaches any applicable local, national or international laws or regulations;
 - b. Harass, abuse, stalk, threaten, defame, or otherwise infringe or violate the rights of others (including privacy, publicity and proprietary rights).
 3. Misrepresent your identity or impersonate any person or entity, including, but not limited to, any WJBeattie Enterprises personnel;
 - a. Engage in unlawful, fraudulent, misleading or deceptive business practices;
 4. Send harmful Content, including to minors, in any way;
 5. Send Content that may be deemed as unsolicited or unauthorized advertising, promotion, junk mail, spam, pyramid schemes, chain letters or any other form of solicitation or fail to comply with applicable privacy and communications laws;
 6. Send Content as a commercial message without the required prior opt-in and a clear opt-out mechanism;
 7. Send advertising messages, without the recipient requesting them and/or which do not comply with the applicable laws on mobile and direct marketing;
 8. Cause damage or disruption, including:
 - a. Introduce or attempt to introduce viruses or any other harmful computer code, files or programs that interrupt, destroy or limit the functionality of the Website, Software or Services;
 - b. Attempt to hack into, damage, disable, overburden, or impair WJBeattie Enterprises's servers or networks or disrupt, disable or otherwise impair the proper working of the Website, Software or Services, including but not limited to any acts of reprogramming, decoding and tampering;
 - c. Engage in any activity that shall cause or encourage damage or harm of any kind against WJBeattie Enterprises, or any group or individual;
 - d. Change, edit, translate, adapt, disassemble, decompile or reverse engineer any software programs or scripts used by WJBeattie Enterprises in connection with the Website, Software or Services;
 - e. In any way diminish the quality of, interfere with the performance of, or impair the functionality of, the Website or Services;
 - f. Fail to comply with or disobey any requirements, procedures, policies or regulations of WJBeattie Enterprises related to the Website, Software or Services;

9. Gain unauthorized access, including:
 - a. Attempt to gain unauthorized access to the WJBeattie Enterprises computer network or to any user's accounts;
 - b. Use technology or other means to access unauthorized content or non-public spaces including without limitation, the use of "bots," "spiders," or "crawlers";
 10. Conducting of unlawful and criminal behavior, including:
 - a. Engage in conduct that would constitute a criminal offence, or encouraging others to engage in such conduct or that would violate applicable laws and regulations;
 - b. Use of the Website, Software or Services in any way that constitutes or violates any law or regulation, and you specifically agree to comply with all applicable laws regarding the transmission of data from the jurisdiction, which governs your activities;
 - c. Misuse of the Website, Software or Service for illegal, malicious or unauthorized purposes.
 11. You are responsible for configuring your information technology, computer programs and platform in order to access the Website, Software and Services. You must use virus protection software.
 12. You must not misuse the Website, Software and Services by knowingly introducing viruses, trojans, worms, logic bombs or other material, which is malicious or technologically harmful. You must not attempt to gain unauthorized access to the Website, Software or Services, the server on which the Website and Software are stored or any server, computer or database connected to the Website and Software. You must not attack the Website and Software via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence. WJBeattie Enterprises will immediately report any such breach to the relevant law enforcement authorities and disclose your identity to them, if known to WJBeattie Enterprises. In the event of such a breach, your right to use the Website, Software or Services will cease immediately.
1. When a breach of any provision of this clause 9 or any other provision in these Terms has occurred, WJBeattie Enterprises may take any such action as it deems appropriate.
 2. Failure to comply with these Terms constitutes a material breach of terms upon which you are permitted to use the Website, Software and Services, and may result WJBeattie Enterprises taking all or any of the following actions:
 3. Immediate, temporary or permanent withdrawal of your right to use the Website, Software and Services;
 - a. Immediate, temporary or permanent removal of any posting or material uploaded/transmitted by you via the Website, Software or Services;
 - b. Issue of a warning to you;
 - c. Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 - d. Further legal action against you;
 - e. Disclosure of such information to the law enforcement authorities as WJBeattie Enterprises reasonably feels is necessary.
 - b. WJBeattie Enterprises excludes liability for actions taken in response to breach of these Terms. The responses described in these Terms are not limited, and WJBeattie Enterprises may take any other action that it reasonably deems appropriate.

11. Intellectual Property

1. WJBeattie Enterprises, the WJBeattie Enterprises logo and all other trademarks, service marks, graphics and logos of WJBeattie Enterprises used in connection with the Website, Software and Services are the property of WJBeattie Enterprises.
2. All copyrights, trademarks, patents, trade secrets and other intellectual property rights contained in the Website, Software and Services are the sole property of WJBeattie Enterprises or its licensors, each of whom reserves all rights with regard to such materials. Other trademarks, service marks, graphics and logos of any third parties are the trademarks of their respective owners. No marks may be copied, imitated or used, in whole or in part, without the prior written consent of WJBeattie Enterprises or the consent of the applicable trademark holder.
3. Hereby WJBeattie Enterprises grants to you the world-wide, non-exclusive and non-transferrable license to use the Website and Software on the terms and conditions stipulated in these Terms.
4. You may print off one copy, and may download extracts, of any pages(s) from the Website for your personal use and you may draw the attention of others within your organization to content posted on the Website.
5. You must not modify the paper or digital copies of any material you have printed off or downloaded in any way, and you must not use any illustration, photographs, video or audio sequences or any graphics separately from any accompanying text.
6. The status of WJBeattie Enterprises (and that of any identified contributors) as the authors of content on the Website and Software must always be acknowledged.
7. You must not use any part of the content of the Website, Software or Services for commercial purposes without obtaining a license to do so from WJBeattie Enterprises or its licensors.
8. If you print off, copy or download any part of the Website or Software in breach of these Terms, your right to use the Website, the Software and Services will cease immediately and you must, at WJBeattie Enterprises' decision, return or destroy any copies of the material you have made.

12. Data Protection and Privacy

1. Any personal data that the Clients provide when using the Website, Software or Services will be used in accordance with the Privacy Policy.
2. In addition to cases described in the Privacy Policy, WJBeattie Enterprises may process your data while visiting the Website, when data is automatically received and recorded from your browser on the server logs of WJBeattie Enterprises, including log in information, browser type and version, operating system and platform, IP address, browser and session information, cookies, and the requested pages. WJBeattie Enterprises does that to improve the Website and the Services and also to understand trends, including:
 - a. to monitor patterns of usage, such as login dates and volumes of data as to understand how the Website, Software and Services are used;
 - b. for security reasons, including identification and authentication;
 - c. for statistical and analytical purposes;
 - d. to monitor and prevent fraud and abuse.

Notwithstanding the above, visitors of the Website may browse it anonymously and no personal data will be collected about them, unless separately provided to WJBeattie Enterprises.

13. Use of Cookies

1. WJBeattie Enterprises uses on the Website the standard technology called “cookies.”
2. Cookies are small text files that are downloaded to a computer or mobile device of visitors of websites. Cookies are used in order to make websites work, or work in a better, more efficient way. They can do this because websites can read and write these files, enabling them to recognize the visitors and remember important information that will make use and navigation of a website more convenient. Some cookies, known as 'session cookies', expire at the end of browser session. Other cookies, known as 'persistent cookies', are stored on a computer or mobile device between browser sessions. For more information about cookies, please visit www.cookiecentral.com or www.aboutcookies.org.
3. WJBeattie Enterprises cookies do not gather any personal data and any information gathered using cookies is compiled on an aggregate and anonymous basis. WJBeattie Enterprises uses cookies to offer a better service to you.
4. WJBeattie Enterprises uses on the Website are for authentication, session only. No third party cookies are used for any reason.
5. The Website contains an alert about cookies usage. By giving consent for application of cookies on the Website, you agree with the application of cookies.

14. Third Party Websites

1. The Website, Software or Services may contain links to websites, which WJBeattie Enterprises does not control and which are operated by third parties. If you access third party websites, you do so at your own risk. WJBeattie Enterprises is not responsible, directly or indirectly, for the content of third party websites or any damage or loss caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website.

15. Disclaimer & Limitation of Liability

1. The Website, Software and Services shall be provided on an “as is” and “as available” basis. To the extent permitted by law, WJBeattie Enterprises excludes all warranties, conditions, representations or other terms of any kind, which may apply to the Website, Software or Services, including that the Website, Software or Services are suitable for your intended use, error-free, fault-free, reliable, timely, entirely secure, virus-free or available. Any representation, condition or warranty, which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. WJBeattie Enterprises is dependent on the reliability of the internet and your use of your own device to access the Website, Software and Services, and therefore WJBeattie Enterprises makes no guarantees as to the outcomes or results in using the Website, Software or Services. Although WJBeattie Enterprises does everything that it can to keep disruptions to a minimum, the Website, Software or Services may be from time to time temporarily suspended to carry out maintenance and support work and for other purposes as appropriate.
2. The Services shall be provided at a professional level of quality conforming to generally accepted industry standards and in compliance, in all material respects, with all applicable laws, regulations and rules. WJBeattie Enterprises will make its best efforts to maintain the Website, Software and the Services and provide necessary support to the Clients.

3. The Services facilitate sending and receiving of SMS text messages and speech calls to you or your designated recipients. WJBeattie Enterprises does not send or cause to be sent any SMS text messages, which is the responsibility of the applicable mobile network operator or telecommunications provider. Whilst WJBeattie Enterprises shall use all commercially reasonable efforts to transmit SMS text messages to the applicable mobile network operator or telecommunications provider as quickly as possible, final delivery of all SMS text messages or speech calls to designated recipients is the responsibility of such operator or provider. **WJBeattie Enterprises does not accept liability, if final delivery does not succeed due to an action, omission or any other failure of the relevant mobile network operator or telecommunications provider.** Therefore, WJBeattie Enterprises will not be liable to any user for any loss, harm or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - a. Use of, or inability to use the Website, Software or Services;
 - b. Use of or reliance on any content displayed on the Website or in the Software;
 - c. The failure of a mobile network operator or telecommunications provider to deliver an SMS text message, speech call, or email.
4. WJBeattie Enterprises will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website, Software or Services or due to you downloading any content from it, or from any website linked to it.
5. Further, WJBeattie Enterprises shall not be liable for the acts, omissions or cessation of services by any third parties. For example, third party providers may provide virtual mobile numbers for the provision of SMS messaging. WJBeattie Enterprises shall not be liable or responsible for third party activities over which WJBeattie Enterprises has no control.
6. WJBeattie Enterprises shall not be liable for any cost, expense, loss of income, revenue or business arising from any circumstance, which are beyond its control, including but not limited to delays, losses, errors or omissions resulting from system or power failure, unavailability or failure of any telecommunications or other data transmission system or internet facilities, fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, strike, governmental restrictions, change in any law or regulation.
7. Any Content contained in the Services provided by any user does not constitute any endorsement or recommendation by WJBeattie Enterprises of such content or information. WJBeattie Enterprises therefore disclaims any and all liability and responsibility arising from any reliance placed on such Content by anyone who may be informed by it. You acknowledge that WJBeattie Enterprises has no control over Content which is contained and which passes through the Website, Software or Services or how the Services are used by users. WJBeattie Enterprises does not screen or moderate Content or its source. WJBeattie Enterprises is not responsible or liable for the effect of Content on users nor is liable for any inaccurate, incomplete or inappropriate Content, which shall be your sole responsibility on providing or submitting such Content.
8. Although WJBeattie Enterprises implements electronic and physical security to reduce the risk of improper access or manipulation of data, **WJBeattie Enterprises cannot guarantee the security or integrity of data and shall have no liability for breaches of security, integrity or interception in transit, nor for any damage which may result to your computer or other property by your use of the Website or Services.**
9. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WJBEATTIE ENTERPRISES OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES, BUSINESS INTERRUPTION OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA,

SALES, BUSINESS, GOODWILL, REPUTATION, REVENUE, PROFITS OR ANTICIPATED SAVINGS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE, SOFTWARE OR SERVICES, WITH THE DELAY OR INABILITY TO USE THE WEBSITE, SOFTWARE OR SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE THE WEBSITE, SOFTWARE OR SERVICES, OR FOR ANY INFORMATION OR OTHER CONTENT OBTAINED THROUGH OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, SOFTWARE OR SERVICES. IF YOU ARE DISSATISFIED WITH THE WEBSITE, SOFTWARE OR SERVICES, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE, SOFTWARE AND SERVICES.

10. The total liability of WJBeattie Enterprises to you in respect of all losses arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstance exceed the price of the Services ordered.
11. Nothing in these Terms of Service excludes or limits the liability of WJBeattie Enterprises for death or personal injury, or fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under applicable law.

16. Indemnification

1. You agree to indemnify, defend and hold WJBeattie Enterprises and its affiliates, officers, employees, agents, suppliers, licensors and distributors, and their employees, contractors, agents, officers and directors, harmless from and against any and all claims, damages, obligations, losses, demands, costs or debt, fines, penalties, other costs and expenses (including without limitation, reasonable attorney' fees and expenses), relating to or arising from
 2. (i) your use or misuse of the Services, website, Your Content, or Our Stuff, or the use, misuse, of content of anyone associated with your account;
 3. (ii) your violation of any term of this TOS, including without limitation your breach of any of the representations and warranties above;
 4. (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights;
 5. (iv) your violation of any applicable law, rule or regulation;
 6. (v) Your Content or any content that is submitted via your account including without limitation misleading, false, or inaccurate information;
 7. (vi) your willful misconduct;
 8. (vii) any other party's access and use of the Services with your unique username, password or other appropriate security code.
 9. (Viii) any other party using your account, of any intellectual property or other right of any person or entity using your account, of any intellectual property or other right of any person or entity.

17. Modification & Termination

1. WJBeattie Enterprises may modify these Terms or terminate your use of the Website, Software or Services at any time at its sole discretion. WJBeattie Enterprises reserves the right to modify, suspend, or discontinue any part of, aspect, feature or functionality of the Website, Software or Services at any time for any reason without prior notice. Continued use of the Website, Software or Services shall be deemed to be acceptance of any modified or updated Terms including any changes in the prices of Services.

2. WJBeattie Enterprises reserves the right to terminate your use of the Website, Software or Services at any time for any reason, including but not limited to a violation of these Terms, which shall be determined at the sole discretion of WJBeattie Enterprises.
3. The Client's obligation to pay all fees incurred and owed before suspension or termination of the Service, shall continue after suspension or termination of the Services.
4. Upon termination, for any reason, you agree to immediately cease using the Website, Software and Services and WJBeattie Enterprises shall have no obligation to you after any termination.
5. Upon any termination, the rights and licenses granted to you herein shall terminate and you must cease all use of the Services.

18. Copyright

1. We respect the intellectual property of others and ask that you do too. We respond to notices of alleged copyright infringement if they comply with the law, and such notices should be reported per these TOS. We reserve the right to delete or disable content alleged to be infringing and to block or terminate accounts of infringers.
2. If you believe the copyright in your work has been violated through these Services, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing:
3. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
4. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit Screencast-O-Matic to locate the material;
5. Information reasonably sufficient to permit the Screencast-O-Matic to contact you, such as an address, telephone number, and, if available, an electronic mail;
6. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
7. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
8. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
9. Pursuant to the Digital Millennium Copyright Act, Screencast-O-Matic has designated the person listed below as its agent to receive notifications of alleged copyright infringement:

Attention: Copyright Agent
WJBeattie Enterprises
P.O. Box 302
Summerfield, IL. 62289

10. Under federal law, if you knowingly misrepresent that online material is infringing, you may be subject to criminal prosecution for perjury and civil penalties, including monetary damages, court costs, and attorneys' fees.

California Residents

11. The provider of services is set forth herein. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of

the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

19. Governing Law, Arbitration, and Class Action/Jury Trial Waiver

1. **Governing Law.** These TOS shall be governed by the internal substantive laws of the State of Illinois, without respect to its conflict of laws principles. You agree to submit to the personal jurisdiction of the federal and state courts located in St Clair County, Illinois State for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that St Clair County, Illinois State is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.
2. **Arbitration.**
 - a. **Read this section carefully because it requires the parties to arbitrate their disputes and limits the manner in which you can seek relief from WJBeattie Enterprises.** For any dispute with WJBeattie Enterprises, you agree to first contact us at ouoffice@server1.network and attempt to resolve the dispute with us informally. In the unlikely event that WJBeattie Enterprises has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these TOS, or the breach or alleged breach thereof (collectively, “**Claims**”), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in St Clair County, Illinois State, unless you and WJBeattie Enterprises agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys’ fees and reasonable costs for expert and other witnesses. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing WJBeattie Enterprises from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property or other proprietary rights.
 - b. **Class Action/Jury Trial Waiver.** With respect to all persons and entities, regardless of whether they have obtained or used the Service for personal, commercial or other purposes, we each agree that to the fullest extent permitted by applicable law, all claims must be brought in the parties’ individual capacity, and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial.

20. Entire Agreement

1. This TOS constitute the entire agreement between you and WJBeattie Enterprises with respect to the subject matter of this TOS, and supersedes and replaces any other prior or

contemporaneous agreements, or terms and conditions applicable to the subject matter of this TOS. Other than as set forth in the “Indemnification by You” section above, this TOS creates no third party beneficiary rights.

21. Waiver, Severability & Assignment

1. WJBeattie Enterprises’s failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of this TOS will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign this TOS or any of your rights or obligations under these TOS, and any such attempt will be void. WJBeattie Enterprises may assign this TOS or any of its rights or obligations hereunder without restriction.

22. Modifications

1. We may revise these TOS from time to time, with or without notice to you, so you should review this page periodically. When we change this TOS in a material manner, we will update the ‘last modified’ date at the top of this page and notify you that material changes have been made to the Agreement. You are responsible for reviewing the TOS, and you will be deemed to have agreed to any such modification or amendment to the TOS by your decision to continue to use or access the Services after the ‘last modified’ date has changed.

DATED: December 22, 2020