

Terms and Conditions

TERMS AND CONDITIONS

August 11th, 2009

Jetshop Free © by Jetshop AB

BY SIGNING UP FOR THE JETSHOP FREE SERVICE (" THE SERVICE") YOU ARE AGREEING TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS ("TERMS"). ANY NEW FEATURES OR TOOLS WHICH ARE ADDED TO THE CURRENT SERVICE SHALL ALSO BE SUBJECT TO THE TERMS OF SERVICE.

BY USING THE SERVICE YOU AGREE THAT YOU HAVE READ THESE TERMS AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ALL OF THE TERMS, DO NOT USE THE SERVICE.

JETSHOP RESERVES THE RIGHT TO UPDATE AND CHANGE THE TERMS OF SERVICE BY POSTING UPDATES AND CHANGES TO THE SERVICE WEBSITE. YOU ARE ADVISED TO CHECK THE TERMS OF SERVICE FROM TIME TO TIME FOR ANY UPDATES OR CHANGES THAT MAY IMPACT YOU.

YOU CAN REVIEW THE MOST CURRENT VERSION OF THE TERMS OF SERVICE AT ANY TIME AT:

<http://jetshopfree.lowpinginfo.com/jetshop-free-terms-and-conditions.aspx>.

Description of Service. Jetshop Free is a hosted ecommerce service from Jetshop AB (the "Service"). The service is free of charge which includes software, hosting and email support. If a transaction module is connected to the service, you will be charged a fee for the costs incurred by Jetshop or its agents. You understand and agree that the Service is provided on an AS IS and AS AVAILABLE basis. Jetshop disclaims all responsibility and liability for the availability, timeliness, security or reliability of the Service.

Modifications to the Service and Prices. Jetshop reserves the right to modify, suspend or discontinue the Service with or without notice at any time and without any liability to you. Prices for using the Service are subject to immediate change. Such notice may be provided at any time by posting the changes to the Service (www.jetshopfree.com). Jetshop shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

Account terms. You must be at least eighteen (18) years of age to use this Service. You must provide current, accurate identification, contact, and other information that may be required as part of the registration process and/or continued use of the Service. You are responsible for maintaining the confidentiality of your Service password and account, and are responsible for all activities that occur thereunder. Jetshop cannot and will not be liable for any loss or damage from your failure to maintain the security of your account and password. Jetshop reserves the right to refuse service to anyone at any time without notice for any reason.

Representations and Warranties. You represent and warrant that (a) all of the information provided by you to Jetshop to participate in the Services is correct and current; and (b) you have all necessary right, power and authority to enter into this Agreement and to perform the acts required of you hereunder.

Proper Use. You agree that you will use the Service in compliance with all applicable local, state, national, and international laws, rules and regulations, including any laws regarding the transmission of technical data exported from your country of residence. You shall not, shall not agree to, and shall not authorize or encourage any third party to: (i) use the Service to upload, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses, or is otherwise objectionable as reasonably determined by Jetshop; (ii) upload, transmit or otherwise distribute content that infringes upon another party's intellectual property rights or other proprietary, contractual or fiduciary rights or obligations; (iii) prevent others from using the Service; (iv) use the Service for any fraudulent or inappropriate purpose. Violation of any of the foregoing may result in immediate termination of this Agreement, and may subject you to state and federal penalties and other legal consequences. Jetshop reserves the right, but shall have no obligation, to investigate your use of the Service in order to determine whether a violation of the Agreement has occurred or to comply with any applicable law, regulation, legal process or governmental request.

Account Inactivity. After a period of inactivity, Jetshop reserves the right to disable or terminate a user's account. If an account has been deactivated for inactivity, the Jetshop Free webshop address associated with that account may be given to another user without notice to you or such other party.

General Conditions.

Jetshop AB does not warrant that the service will be uninterrupted, timely, secure, or error-free.

You expressly understand and agree that Jetshop AB shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from the use of or inability to use the service.

In no event shall Jetshop AB or our suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our site, our services or this agreement (however arising including negligence).

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Jetshop.

You agree to include "Powered by Jetshop Free" logo to your Jetshop Free Webshop. The logo must act as a link to Jetshop Free.com website. The logo must be clearly visible to all webshop customers all the time they use the webshop.

Jetshop policy prohibits content in the Service that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, child pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You are solely responsible in obtaining all and any licenses, agreements and permits that are necessary in order for you to run business including all sort of trade with goods and/or services.

Jetshop understands that privacy is important to you. You do, however, agree that Jetshop has the right at all times to remove or refuse to distribute any content on the Service, such as content which violates the terms of this Agreement. Jetshop also reserves the right to access, read, preserve, and disclose any information as it reasonably believes is necessary to (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce this Agreement, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues (including, without limitation, the filtering of spam), (d) respond to user support requests, or (e) protect the rights, property or safety of Jetshop, its users and the public. Jetshop will not be responsible or liable for the exercise or non-exercise of its rights under this Agreement.

Personal information collected by Jetshop may be stored and processed in Sweden or any other country in which Jetshop or its agents maintain facilities. By using Jetshop Free, you consent to any such transfer of information outside of your country.

Jetshop's Intellectual Property Rights. You acknowledge that Jetshop owns all right, title and interest in and to the Service, including without limitation all intellectual property rights (the "Jetshop Rights"), and such Jetshop Rights are protected by Swedish and international intellectual property laws. Accordingly, you agree that you will not copy, reproduce, alter, modify, or create derivative works from the Service. You also agree that you will not use any robot, spider, other automated device, or manual process to monitor or copy any content from the Service. The Jetshop Rights include rights to (i) the Service developed and provided by Jetshop; and (ii) all software associated with the Service. The Jetshop Rights do not include third-party content used as part of Service, including the content of communications appearing on the Service.

Your Intellectual Property Rights. Jetshop does not claim any ownership in any of the content, including any text, data, information, images, photographs, music, sound, video, or other material, that you upload, transmit or store in your Jetshop Free account. We will not use any of your content for any purpose except to provide you with the Service.

Cancellation and Termination. You may cancel your use of the Services and/or terminate this Agreement with or without cause at any time by providing notice to Jetshop (free@jetshop.com). Jetshop may at any time and for any reason terminate the Services, terminate this Agreement, or suspend or terminate your account. In the event of termination, your account will be disabled and you may not be granted access to your account or any files or other content contained in your account although residual copies of information may remain in our system.

Fraud. Without limiting any other remedies, Jetshop AB may suspend or terminate your account if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the Site.

Indemnification. You agree to hold harmless and indemnify Jetshop, and its subsidiaries, affiliates, officers, agents, and employees from and against any third party claim arising from or in any way related to your use of the Service, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Jetshop will provide you with written notice of such claim, suit or action.

These terms shall be governed under the Laws of Sweden. The courts of Sweden shall have the exclusive jurisdiction and venue to adjudicate any dispute arising out of these Terms of Service. All correspondence regarding these Terms of Service should be addressed to Jetshop:

Transfer of Accounts. All transfers of accounts are to be passed by Jetshop.