



TERMS OF USE

These Terms of Service (“Terms”) govern your access to and use of our Services, including our email notifications, applications, buttons, widgets, ads, commerce services (the “HOGA JAMAICA Services”), and our other covered services that link to these Terms (collectively, the “Services”), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as “Content”). Your access to and use of the Services are conditioned on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be bound by these Terms.

1. Basic Terms

You are responsible for your use of the Services, for any Content you post to the Services, and for any consequences thereof. Most Content you submit, post, or display through the HOGA JAMAICA Services is public by default and will be able to be viewed by other users and through third party services and websites. You should only provide Content that you are comfortable sharing with others under these Terms.

2. Privacy

Any information that you or other users provide to HOGA JAMAICA Online is subject to our approval and policies, which governs our collection and use of your information. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, Jamaica, and/or other countries for storage, processing and use by HOGA JAMAICA Online. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, which you may not be able to opt-out from receiving.

3. Passwords

You are responsible for safeguarding the password that you use to access the Services and for any activities or actions under your password. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower-case letters, numbers and symbols) with your account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

4. Content on the Services

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the

person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or



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are otherwise deceptive. Under no circumstances will HOGA JAMAICA be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

5. Your Rights

You retain your rights to any Content you submit, post or display on or through the Services. By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed).

6. Your License to Use the Services

HOGA JAMAICA gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software that is provided to you by HOGA JAMAICA as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by HOGA JAMAICA Online, in the manner permitted by these Terms.

7. HOGA JAMAICA Rights

All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of HOGA JAMAICA and its licensors

8. Copyright Policy

HOGA JAMAICA respects the intellectual property rights of others and expects users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please notify us.

We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you.

10. Ending These Terms

The Terms will continue to apply until terminated by either you or HOGA JAMAICA as follows.

You may end your legal agreement with HOGA JAMAICA Online at any time for any or no reason notifying HOGA JAMAICA Online.

We may suspend or terminate your accounts or cease providing you with all or part of the Services at any time for any or no reason, including, but not limited to, if we reasonably believe: you have violated these terms, or you create risk or possible legal exposure for us. We will make reasonable efforts to notify you by the email address associated with your account.