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TERMS OF USE

THE KEYJARGON APP IS A PRODUCT OF GRANTANSWERS LLC (“GRANTANSWERS,” “WE” OR “US”). THIS AGREEMENT (THESE “TERMS”) SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH YOU, THE USER, MAY ACCESS AND USE THE KEYJARGON APP (THE “APP”) AND THE KEYJARGON.COM WEBSITE (THE “WEBSITE”).

BY USING THE APP OR THE WEBSITE, YOU ARE KNOWINGLY AND WILLINGLY AGREEING TO BE BOUND BY THESE TERMS, AND THE KEYJARGON PRIVACY POLICY (THE “PRIVACY POLICY”), AVAILABLE [HERE](#) INCLUDING ANY UPDATES AND REVISIONS TO EITHER, AND UNDERSTAND THAT YOU ARE ENTERING INTO THESE TERMS AND THE PRIVACY POLICY IN ELECTRONIC FORM AND THAT, UPON ELECTRONIC ACCEPTANCE, THESE TERMS SHALL CONSTITUTE A BINDING AND ENFORCEABLE CONTRACT BETWEEN YOU AND GRANTANSWERS.

1. DESCRIPTION OF THE SERVICE. The App and its website seek to provide users with an easy and convenient way to learn some of the most relevant jargon in selected career areas for millennials and college students by listing prevalent terms from different fields. The App and its Website additionally provide links to content such as event listings and professional organizations that are related to selected career areas. Furthermore, the App and Website display industry data and the location of career-related opportunities.

2. RESTRICTIONS ON USE OF CONTENT. The App and Website contain a variety of information, including descriptions, examples, listings of career-related opportunities, and other information and materials ("Content"). Certain Content may be made available as separate files for download by you pursuant to these Terms ("Available Content"). You may review, download, copy, and use the Available Content solely for the non-commercial purpose of furthering your career. You may not sell the Available Content or otherwise distribute it. You will not use or disclose it or the App to any third parties.

3. USE OF THE APP. By registering with the App or and Website and agreeing to these Terms, you are agreeing to the following:

(i) You will access and use the industry information and other Content provided solely for your personal career growth or the career growth of your members, clients or employees

(ii) You agree that while using the App or Website you will not upload, post or transmit to or distribute or otherwise publish through the App any materials, which in GrantAnswers' sole discretion: (A) are unlawful, threatening, harassing, profane, libelous, defamatory, inaccurate, deceptive, or racially or sexually offensive; (B) restrict or inhibit any other user from using the App; (C) constitute or encourage conduct that would constitute a criminal offense or give rise to civil liability; (D) violate any agreement between you and any other person or business entity; (E) contain a virus or other harmful component, advertising of any kind, or false or misleading indications of origin or statements of fact; or (F) infringe any third party's copyright, patent, trademark, trade secret, or other proprietary right or rights of publicity or privacy.

(iii) You agree that you will not: (A) impersonate or misrepresent your affiliation with any other person or entity or (B) attempt to gain unauthorized access to computer systems (including any data residing thereon) through the App.

(iv) You are responsible for obtaining and paying for any equipment or services, including Internet and local phone service access, through which you can access the App.

(v) You grant the App or Website, its affiliates, partners, agents, third parties, sub-licensees and successors and assigns, and each other user who downloads any Content you may provide, a perpetual, nonexclusive, worldwide, royalty-free, fully paid up, irrevocable license, for all media, to (A) use, copy, modify and create derivative works from the Content; (B) publicly perform and display, and distribute such Content and any modified form or derivative work based on the Content; and (C) sublicense to third parties the foregoing rights, including the right to sublicense to further third parties, as necessary or advisable (as determined by us or our agent in our sole discretion) for non-commercial purposes.

(vi) The App or Website may keep your Content indefinitely and disclose it for any purpose, including to: (A) comply with legal process; (B) enforce these Terms; (C) respond to claims that any Content violates the rights of third parties; or (D) without undertaking a duty to do so, protect the rights, property, or personal safety of the App or Website, its users and the public.

4. REGISTRATION AND CREATING PROFILES. For some areas of the App or Website, you may have to complete a registration process or create a profile. Completion of the process may require you to create an account with a username and password or other identifier which you agree not to share, as it is personal to you as an individual, and to guard as confidential information—if you are careless with it, others may be able to access the information. You agree you will be responsible for all uses of your username or other identifier, even if someone else used your identifier.

You agree to provide accurate, current and complete information at all times. You also agree that you will review, maintain, correct, and update such information in a timely manner to maintain its accuracy and completeness. If you provide (or the App or Website have reasonable grounds to believe that you provided) any information that is inaccurate, not current, incomplete or otherwise in violation of these terms or applicable law, we may suspend or terminate your access to the App or your participation in a program, in addition to exercising all rights and remedies allowed by law.

5. TRADEMARKS. The names KEYJARGON, GRANTANSWERS and any other trademarks used on the App or Website belong to GrantAnswers, or their respective trademark owners. The names of actual companies and products mentioned on the App or Website may be the trademarks of its respective owners. You may not use any of the above or other trademarks displayed on the App or Website or in any Content. All rights are reserved.

6. AMENDMENTS. You agree that from time to time GrantAnswers may alter (including adding or eliminating all or parts of provisions) these Terms and the Privacy Policy. Amended versions of these Terms will take effect on the date specified for the amended version and will apply to all information that was collected before or after the effective date, including information in databases. You have no continuing right to use the App or our Website – each time you visit you will be subject to the version of the Terms in effect on your visit. Those terms will change from time to time and the changes will be effective when they appear in a replacement version of these Terms as posted on or made available through the App or Website. You may not amend or revise these Terms or the Privacy Policy unless in a writing signed by us.

Each time you return to the App or Website, you are responsible for checking the effective date of the then posted version of these Terms. If it is later than the date of the version you last reviewed, the Terms have been changed and the new version should be reviewed before using the App. USE OF THE APP OR WEBSITE AFTER THE EFFECTIVE DATE OF ANY REVISED OR NEW TERMS WILL CONSTITUTE YOUR CONSENT TO SUCH TERMS, SO IF YOU DO NOT WANT TO BE BOUND BY AN AMENDED OR NEW VERSION, DO NOT USE THE APP OR WEBSITE AND CEASE ALL USE OF THE CONTENT OR SERVICES.

7. PRIVACY. The Privacy Policy found [here](#) contains additional information about how your information (including information that will not be publicly viewable) will and will not be used, and you agree to be bound by such Privacy Policy, as may be amended.

8. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY: Although GrantAnswers strives to provide accurate information through the App OR Website, you acknowledge and agree that your use of the App is subject to the following disclaimers and limitations of liability:

(i) **Disclaimer of Warranties:** ALL CONTENT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GRANTANSWERS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO CORRECTNESS OR TIMELINESS OF ANY CONTENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ANY CONTENT DOWNLOADED FROM OR OTHERWISE OBTAINED THROUGH THE APP OR WEBSITE IS AT YOUR OWN RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING FROM SUCH DOWNLOAD OR USE.

(ii) **Limitation of Liability.** UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL GRANTANSWERS, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, ADVISORS, LICENSEES OR CONTENT PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE APP OR OUR WEBSITE, INCLUDING BUT NOT LIMITED TO RELIANCE ON INFORMATION OBTAINED VIA THE APP OR WEBSITE, MISTAKES, OMISSIONS, INTERRUPTIONS, LOSS OF OR DAMAGE TO DATA, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, . YOU HEREBY ACKNOWLEDGE THAT THIS PROVISION WILL APPLY WHETHER OR NOT GRANTANSWERS IS GIVEN NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND THAT THIS PROVISION WILL APPLY TO ALL CONTENT OR SERVICES THAT MAY BE AVAILABLE FROM TIME TO TIME VIA THE APP OR WEBSITE OR FROM GRANTANSWERS OR ITS SUBSIDIARIES AND AFFILIATES.

(iii) **Exclusions and Limitations:** Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you; however, you agree that such exclusions and limitations shall apply to the greatest extent permitted by law.

9. INDEMNITY. You agree to defend, indemnify and hold harmless GrantAnswers, its subsidiaries, affiliates, officers, directors, employees, agents and licensees from any claims, losses, damages, expenses, demands, and costs (including without limitation reasonable attorneys fees), made by any third party arising out of or relating to your use of the App or Website, your connection to the App or Website, your violation of these Terms, or your violation of any rights of another.

10. WARNING AGAINST HACKERS. It is possible that other users or unauthorized "hackers" may post or transmit offensive or obscene materials to or from the App or Website and that you may be involuntarily exposed to such materials. It may also be possible for other users or "hackers" to obtain personal information about you. By using the App or Website, you assume the risk of such occurrences.

11. TERMINATION. You have no continuing right to use the App and GrantAnswers may deny or suspend access, or terminate or cancel this agreement (and your account) without liability, with or without cause and at any time and without prior notice. Termination or cancellation will not eliminate your obligations and covenants, and you will still be liable for obligations and covenants existing prior to termination or access ended.

12. GOVERNING LAW AND EXCLUSIVE JURISDICTION. These Terms and Conditions shall be governed by the laws of the State of New York, without regard to its conflicts of law principals. You hereby submit to the exclusive jurisdiction of the state and federal courts located in New York, New York, for any action or proceeding relating to or arising from these Terms, and you expressly waive any objection you may have to such jurisdiction or the non-convenience of such forum.

13. WAIVER OF JURY TRIAL. Each party acknowledges and agrees that any controversy that may arise under these Terms or the [Privacy Policy](#) is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to these Terms or the Privacy Policy. Each party to these Terms certifies and acknowledges that (a) no representative of any other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of a legal action, (b) such party has considered the implications of this waiver, (c) such party makes this waiver voluntarily, and (d) such party has been induced to enter into these Terms by, among other things, the mutual waivers and certifications in this Section 13.

14. MISCELLANEOUS TERMS:

(i) **Entire Agreement; Severability.** These Terms and the Privacy Policy (including any amendments to either) and any: (A) notices, terms and items incorporated into any of them; (B) additional terms and conditions contained on the App or Website for particular activities or Content; and (C) our disclosures and your consents provided on or in connection with the App or Website or any Content, service or other activity; constitute the entire agreement between you and the App regarding the subject matter of the foregoing (collectively, "Entire Agreement"). If any provision of the Entire Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to affect the intent of the Entire Agreement, and the remainder of the Entire Agreement shall continue in full force and effect.

(ii) **No Waiver.** The failure by either you or GrantAnswers to exercise or enforce any rights or provisions of the Entire Agreement shall not constitute a waiver of such right or provision or any other provision of the Entire Agreement.

(iii) **Survival.** All provisions in the Entire Agreement regarding representations and warranties, indemnification, disclaimers and limitations on liability shall survive any termination of the Entire Agreement.

(iv) **Headings.** The headings hereof are descriptive only and not to be construed in interpreting the provisions of the Entire Agreement.

Please direct questions regarding this Agreement to Cris Mercado at keyjargon@gmail.com.