



TERMS OF USE  
(February 2021)

## INTRODUCTION

Please review these Terms of Use (and together with all other terms or policies posted by Mejo on the Mejo Site, including any updates, collectively, the “**Terms**”) carefully. These Terms govern your access to and use of the Mejo Site. By using the Mejo Site, you affirm you are of legal age to enter into these Terms. Under no circumstances may our Services be used by a child under 13 years old. As a parent or guardian of unemancipated minors, you may use the Services on behalf of such minor. By doing so, you represent and warrant that you have the legal capacity to act on behalf of such minor; and you acknowledge and agree, in such capacity, that all provisions of these Terms that are applicable to you are equally applicable to such minor.

IF YOU VIOLATE OR DO NOT AGREE TO THESE TERMS, THEN YOUR ACCESS TO AND USE OF THE MEJO SITE IS UNAUTHORIZED. THESE TERMS ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

When we say:

- “**You**” or “**your**” means any user, or any entity on whose behalf a user is acting, of any Mejo Site.
- “**Mejo**,” “**we**,” “**us**” or “**our**” means Sheedy & Gibbs, Inc., dba Mejo the owner and operator of the Mejo Site, and its officers, directors, employees, consultants, agents, representatives, contractors and licensors.
- “**Content**” means descriptions, reviews, comments, messages, reviews, communications, feedback, concepts, know how, submissions, suggestions, questions, and other information, data, content, and materials (including page headers, images, text, illustrations, formats, graphics, logos, hashtags, designs, icons, photographs, software programs, audio, music or video clips or downloads, and written and other materials).
- “**Intellectual Property Rights**” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.
- “**Materials**” means materials that Mejo makes available on or through use of the Mejo Site, including without limitation self-help ‘fill in the blank’ or other forms that are generated; and all copyrighted or patented material, trademarks and service marks.
- “**Services**” means Content and Materials made available by Mejo or the Mejo Site.
- “**Mejo Site(s)**” means [www.mymejo.com](http://www.mymejo.com) and all related functionality and Content offered by or for Mejo on or through [www.mymejo.com](http://www.mymejo.com) and any applications, systems, servers and networks used to make the Mejo Site available.



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- **“Work Product”** means any deliverable created specifically for you by Mejo pursuant to these terms, exclusive of Services and any Intellectual Property Rights.

## UPDATES

We may update these Terms at any time by posting an updated Terms of Use (with a revision date included) on the Mejo Site or otherwise providing you notice of the changes. By continuing your access to or use of the Mejo Site after we provide notice of any changes, you accept the updated Terms. Any changes made to the Terms will not apply to any dispute between you and us arising before the date on which we posted the updated Terms or otherwise notified you of such changes.

## NO MEDICAL ADVICE

Some Content may include health- or medical-related information. Such Content is provided for general informational purposes only. We do not directly or indirectly practice medicine, render medical advice, or dispense medical services via our Services or otherwise, and nothing contained in our Services should be intended to be a medical diagnosis or treatment. No medical professional/patient relationship is created by your use of our Services or the Content. Always seek the advice of your physician or other qualified health professional with any questions you may have regarding a medical condition, and never disregard professional medical advice or delay seeking treatment based on any Content or other information included in the Services. If you think you may have a medical emergency, call your healthcare professional or your local emergency number (usually 911) immediately.

## NO LEGAL ADVICE

We are not providing legal or regulatory advice and no attorney/client relationship is created by your use of our Services. Accordingly, always seek the advice of your attorney or advisor with any questions you may have regarding a law, regulation, or dispute.

## YOUR USE OF THE MEJO SITE

You are solely responsible for maintaining the confidentiality and security of your login credentials and all personal information. You may not use a third party's account or permit a third party to use your account at any time. Mejo is not responsible for any losses arising out of the unauthorized use of your account, or if you lose or share access to your device.

In connection with the Mejo Site, you may not nor permit, encourage, assist or allow any third party to:



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- use the Services for any commercial, fraudulent or otherwise tortious or unlawful purpose or otherwise modify the Services in any way other than authorized editing permitted to make a Product effective for your individual use;
- remove any copyright, trademark, or other proprietary rights notice from the Services;
- systematically download and store, reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, distribute, or otherwise exploit the Services;
- use the Services or Mejo's trademark, URL, name, logo or brand within any meta tags, metadata or hidden texts or to send any form or method of advertising, promotional or other unsolicited materials, content or products;
- pose a security risk to, restrict or inhibit any person's use of or interfere with or disrupt the operation of the Mejo Site, including without limitation by hacking or defacing any portion of the Mejo Site or violating any requirement, procedure or policy of Mejo;
- reverse engineer, decompile or disassemble any portion of the Mejo Site or frame, mirror or otherwise incorporate any portion of the Services into any product or service;
- make available through or in connection with the Mejo Site any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment;
- harvest or collect information about users of the Mejo Site;
- use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather any Content, or reproduce or circumvent the navigational structure or presentation of the Mejo Site;
- cause injury or property damage to Mejo or any person or entity; or
- violate any law, rule, or regulation, or these Terms.

**MODIFICATION OF SERVICES, SUSPENSION AND TERMINATION**

Mejo may modify, restrict, suspend or discontinue all or any portion of the Services at any time without notice to you. These terms are effective unless and until they are terminated by us or by you. You may terminate these Terms at any time, provided you discontinue any further use of the Services. We may suspend or terminate these Terms at any time, immediately without notice, and deny you access to the Mejo Site, if in our sole discretion, you fail to comply with any provision of these Terms.

Upon any termination and except for any Work Product, you must promptly destroy all Content and Materials obtained from the Mejo Site, and any copies of the Content and Materials, whether made under these Terms or otherwise.



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**MEJO INTELLECTUAL PROPERTY; LICENSE GRANT AND USE OF MEJO MATERIALS**

Any Work Product shall be owned by you and considered work made for hire by us for you. To the extent any Work Product is not considered a work made for hire, we assign all right, title and interest in and to such Work Product to you. Mejo shall only use your Work Product in connection with providing Services to you.

All Services and any Intellectual Property Rights related thereto, shall be and remain the sole property of Mejo. You shall have no right or interest in, or claim to any Services or any derivatives thereof or modifications or adaptations thereto, except as provided in these Terms. For clarification, Materials are licensed (not sold) to end users. Resale or unauthorized distribution of Materials is strictly prohibited. For the purposes of these Terms, “resale” means purchasing or intending to purchase any Materials from Mejo for the purpose of engaging in a commercial sale of the same Materials to a third party.

Subject to these Terms, Mejo grants you a limited, non-transferable, non-exclusive, revocable license to possess and use the Services for your personal use within the United States for so long as you are permitted by Mejo to use the Mejo Site.

**DISCLAIMER OF WARRANTIES**

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, ALL SERVICES MADE AVAILABLE TO YOU ARE PROVIDED “AS IS” OR “AS AVAILABLE.” MEJO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT; OR WITH RESPECT TO THE WORK PRODUCT, MATERIALS AND SERVICES, ANY WARRANTIES OF ACCURACY, RELIABILITY, TIMELINESS, USEFULNESS, CURRENTNESS, COMPLETENESS OR PERFORMANCE; OR WITH RESPECT TO THE MEJO SITE, ANY WARRANTIES OF OPERATION, SECURITY, AVAILABILITY OR FUNCTIONALITY.

THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THESE TERMS OF USE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ASSUME FULL RESPONSIBILITY AND SOLE RISK FOR YOUR WORK PRODUCT AND YOUR USE OF THE SERVICES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

**THIRD PARTY SITES**

References on the Mejo Site to any names, marks, products or services by third parties, or links to third-party sites or information, are not owned, controlled, endorsed, sponsored or recommended by Mejo. Mejo is not responsible for the content of any third-party linked site or any link contained in a linked site,



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including any third party social media or mobile application platform with which the Mejo Site may operate or otherwise interact. Mejo is not responsible for the acts or omissions of any operator of any such site or platform nor is it a party to or in any way monitoring any transactions you have with a third party. Your use of any such third party site or platform is at your own risk and will be governed by the third party's terms and policies (including its privacy policy).

For any use of the Mejo Site that may be available through a compatible mobile device and may require cellular network coverage, you agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider.

We make no warranties or representations of any kind, express, statutory or implied as to:

- the availability of telecommunication services from your or any other telecommunications services provider and access by you or any other user to the Website at any time or from any location;
- any loss, damage, or other security intrusion of the telecommunication services;
- compatibility between the Mejo Site and your mobile device; or
- any disclosure of information to third parties or failure to transmit any data, communications or settings connected with the Mejo Site.

You may not use the applicable Services except in compliance with such third party's Terms of Service. Unless required by applicable law, Services delivered by third parties are provided on an "AS IS" basis without warranties or conditions of any kind, either express or implied. Please see applicable Terms of Service for specific language governing permissions and limitations.

## **PRIVACY**

You agree that any personal information that you provide through the Mejo Site will be used by Mejo in accordance with Mejo's [Privacy Policy](#), which may be updated from time to time.

IN PROVIDING YOUR INFORMATION, YOU ACKNOWLEDGE THAT TRANSMISSIONS BY YOU TO OR FROM THIS SITE ARE NON-CONFIDENTIAL AND THAT OTHERS MAY READ AND/OR INTERCEPT SUCH TRANSMISSIONS. THE INFORMATION CONTAINED IN ANY WORK PRODUCT IS NOT COLLECTED, STORED OR RETAINED BY MEJO. YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY AND SECURITY OF YOUR LOGIN INFORMATION, INFORMATION ANY WORK PRODUCT AND FOR ALL YOUR ACTIVITIES, TRANSMISSIONS AND CONSEQUENCES THEREOF IN RELATION TO THIS SITE. MEJO IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR INFORMATION THAT RESULTS FROM YOUR USE OF THIS SITE.



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## **MAKING A CLAIM OF COPYRIGHT INFRINGEMENT**

We respect the intellectual property of others. If you believe your work has been copied and is accessible on the Mejo Site in a way that infringes your copyright, you may request removal of those materials from the Mejo Site by submitting written notification to our DMCA agent designated below. For your notice to be valid under the DMCA, it must include substantially the following:

- Your physical or electronic signature;
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works, a representative list of such works;
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material;
- Adequate information by which we can contact you (including name, postal address, telephone number, and, email address);
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law;
- A statement that the information in the written notice is accurate; and
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Under the DMCA, if you knowingly, materially misrepresent that material or activity on the Mejo Site is infringing your copyright or was removed or disabled by mistake or misidentification, you may be held liable for damages, including costs and attorneys' fees.

In accordance with the DMCA and other applicable law, it is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers. We may also at our sole discretion limit access to the services and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Our designated copyright agent to receive DMCA notices and counter notices is:

Ryan Sheedy / Mejo

100 Monroe St. Centerton, AR 72719-9315

214 629 3614

[contact@mymejo.com](mailto:contact@mymejo.com)



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Note that to make a claim of infringement, you will be required to make a declaration, under penalty of perjury, that the information contained in your claim is correct and that you are the Intellectual Property Rights owner or an agent of the owner. If the information you submit is not accurate or complete, we may be unable to process or respond to your request. If you have questions about what intellectual property infringement is, or whether your rights were infringed, consider seeking legal advice.

**LIMITATION OF LIABILITY; ASSUMPTION OF RISK**

TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, MEJO DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON YOUR USE OF THE SERVICES. MEJO IS NOT RESPONSIBLE FOR PROVIDING YOU NOTICE OF ANY CHANGES, LEGAL OR OTHERWISE, THAT MAY AFFECT YOUR USE OR THE EFFECTIVENESS OF THE SERVICES.

MEJO WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES, DIRECT OR INDIRECT OR OF ANY NATURE, EVEN IF MEJO HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

MEJO WILL NOT BE LIABLE FOR ANY CONTENT OF ANY THIRD PARTY LINKED OR REFERRED TO ON THE MEJO SITE OR YOUR INTERACTION WITH ANY SUCH THIRD PARTY.

MEJO WILL NOT BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO, IMPERMISSIBLE DISCLOSURE OR ALTERATION OF, INJURY, LOSS OR DAMAGE TO YOUR RECORDS, PROPERTY OR INFORMATION THAT RESULTS FROM YOUR USE OF THE SERVICES OR FROM DELIVERY OF WORK PRODUCT, INCLUDING THOSE DAMAGES RELATED TO YOUR USE OF THE MEJO SITE.

**INDEMNIFICATION**

You agree to defend (at Mejo's option), indemnify and hold Mejo harmless from and against all liabilities, claims, damages, costs, expenses, including attorneys' fees and costs, arising from or related to:

- your access to or use of the Services;
- any breach of these Terms; or
- any violation of applicable law, rules or regulations.

Mejo reserves the right, at our expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in any case, you agree to cooperate with Mejo if and as requested by Mejo in the defense and settlement of such matter.

**GENERAL**



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These Terms shall be governed and construed in accordance with the laws of the State of Arkansas. These Terms represent the complete agreement and understanding between you and us and supersede all prior agreements and representations between the parties with respect to the subject matter of these Terms. These Terms do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and us. Headings used in these Terms are for reference purposes only and in no way define or limit the scope of the section. If any provision of these Terms is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make it enforceable and the other terms of these Terms will remain in full force and effect. The failure of Mejo to act with respect to a breach of these Terms by you or others does not constitute a waiver and will not limit Mejo's rights with respect to such breach or any subsequent breaches. You may not assign, transfer, or sublicense any or all of your rights or obligations under these Terms without our express prior written consent. We may assign, transfer, or sublicense any or all of our rights or obligations under these Terms without restriction. Any use of the term "including" or variations thereof in these Terms shall be construed as if followed by the phrase "without limitation." Without limitation, a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

The following sections will survive any termination of these Terms: "Your Use of the Mejo Site," "Modification of Services, Suspension and Termination," "Mejo Intellectual Property; License Grant and Use Of Mejo Materials," "Disclaimer of Warranties," "Third Party Sites," "Privacy," "Making a Claim of Copyright Infringement," "Assumption of Risk," "Indemnification," and "General."

#### **ELECTRONIC NOTICES**

You consent to electronic communications delivery of notices and other communications (including email or the Mejo Site). All such notices and other communications sent to an email address shall be deemed received upon sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, return email or other acknowledgement) if sent to an email address. You are responsible for the accuracy and correctness of any email address you provide to Mejo.

#### **HOW TO CONTACT US**



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If you have any questions about these Terms or otherwise need to contact us for any reason, you can reach us by mail at

100 Monroe St. Centerton, AR 72719-9315 or by email at [contact@mymejo.com](mailto:contact@mymejo.com)

**NORTH CAROLINA RESIDENTS**

If you are a North Carolina resident, the following provisions will apply:

- The disclaimers of warranties and limitations of liability herein will not apply to you.
- These Terms will not be construed to limit your recovery of damages or other remedies.
- These Terms will not be construed to require you to agree to jurisdiction or venue in any state other than North Carolina for resolution of disputes between you and us.

**CALIFORNIA CONSUMER NOTICE**

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: This Mejo Site, Materials and Services are provided by Sheedy & Gibbs Enterprises, Inc. dba Mejo, 100 Monroe St. Centerton, AR 72719-9315. If you have a question or complaint regarding the Mejo Site, Materials or Services, please contact us at Sheedy & Gibbs Enterprises, Inc. dba Mejo, Attn; Ryan D. Sheedy. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834 or by telephone at (800) 952-5210.