

JAS Entities Solutions Terms of Service

Thank you for using JAS Entities Solutions ("JAS Entities Solutions").

1. Acceptance of the Terms and Agreement to be Bound.

These Terms of Service ("Terms of Service" or "Terms") govern your access to and use of the websites, products, data, services, and Content provided to you on, from, or through the JAS Entities Solutions.com website, mobile or tablet apps, any JAS Entities Solutions software, and any applications created by JAS Entities Solutions whether available through a social networking site or its subsidiaries or affiliated companies ("Service"). We reserve the right to withdraw or amend the Service, in our sole discretion and without notice to you. We will not be liable if, for any reason, all or any part of the Service is unavailable at any time or for any period. As used herein, "Content" includes the logos, images, software, videos, text, graphics, photos, sounds, music, audiovisual combinations, interactive features, collections and other materials you may view on, access through, or contribute to the Service.

By accessing or using the Service, you agree to be bound by these Terms of Service and our [Privacy Policy](https://www.JAS Entities Solutions.com/privacy-policy/) ("Privacy Policy"). <https://www.JAS Entities Solutions.com/privacy-policy/> You may use the Service only if you can form a binding contract with JAS Entities Solutions, and only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. You must provide us with accurate information, including your real name, when you create your account on JAS Entities Solutions. If you do not agree to these Terms or our Privacy Policy please do not use the Service.

2. Changes to the Terms

We may modify these Terms of Service and policies at any time, and such modification shall be effective upon its posting on this website. You agree to be bound by such modifications or revisions when you use the Service after any such modification is posted.

3. Conditions for General Use

JAS Entities Solutions provides Content through its website and through the Service that is copyrighted and/or trademarked work of JAS Entities Solutions or JAS Entities Solutions' third-party licensors and suppliers or other users of the Content.

Subject to the terms and conditions of these Terms, and your compliance with these Terms, JAS Entities Solutions hereby grants you a limited, personal, non-exclusive and non-transferable license to use and to display the Content and to use the Service, including JAS Entities Solutions' website, solely for your personal use. Except for the foregoing license, you have no other rights in the Service, including JAS Entities

Solutions' website, or any Content, and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Service, including JAS Entities Solutions' website, or any Content in any manner.

If you breach any of these Terms, the above license will terminate automatically and you must immediately destroy any downloaded or printed Content.

- i. You agree not to use the Service for any commercial uses except as required by JAS Entities Solutions in order to provide services to JAS Entities Solutions, or unless you obtain JAS Entities Solutions' prior written approval.
- ii. You agree not to copy, upload, republish or distribute in any medium any part of the Service (including the Content, and including screenshots of JAS Entities Solutions.com) without JAS Entities Solutions' prior written authorization, unless JAS Entities Solutions makes available the means for such distribution through functionality offered by the Service (such as a built-in sharing flows or an Embeddable Video Player).
- iii. You agree not to alter or modify any part of the Service, including the video player that is incorporated into the Service and the Content.
- iv. You agree not to index or frame the Service (including the video player that is incorporated into the Service and the Content) through any technology or means other than the video playback pages of the Service itself.
- v. The Service is protected by copyright, trademark, and other laws of the United States and foreign countries. Nothing in these Terms gives you a right to use the JAS Entities Solutions name or any of the JAS Entities Solutions trademarks, logos, domain names, and other distinctive brand features. You agree that, as between you and JAS Entities Solutions, JAS Entities Solutions owns and retains all right, title, and interest in and to the JAS Entities Solutions Content and Service. The Service (including the Content), and the trademarks, service marks and logos on the Service, are owned by or licensed to JAS Entities Solutions, subject to copyright and other intellectual property rights under the law.
- vi. You agree not to use or launch any automated system on the Service, including without limitation, "robots," "spiders," or "offline readers," (other than individually performed searches on publicly accessible search engines or for the sole purpose of, and solely to the extent necessary for, creating publicly available search indices of the Service).
- vii. You agree not to introduce viruses or any other computer programs that interrupt, disable, overburden, or gain unauthorized access to the Service, including JAS Entities Solutions' servers, computer network, or user accounts.
- viii. You agree to not access or tamper with non-public areas of the Service, JAS Entities Solutions' computer systems, or the technical delivery systems of JAS Entities Solutions' providers.
- ix. You agree to not probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures.
- x. You agree not to solicit, collect or harvest any personally identifiable information, including account names, from the Service, or from JAS Entities Solutions users.

- xi. You agree not to use the communication systems provided by the Service (e.g., comments, messaging) for any commercial solicitation purposes or to spam users of the Service unless expressly granted permission to do so in writing by JAS Entities Solutions.
- xii. You agree not to solicit, for commercial purposes, any users of the Service unless expressly granted permission to do so in writing by JAS Entities Solutions.
- xiii. You agree to comply with all applicable laws in your use of the Service, including patent, trademark, copyright, privacy, or other proprietary rights.
- xiv. We reserve the right to immediately terminate or restrict your account or your use of the Service or access to Content at any time, without notice or liability, if JAS Entities Solutions determines in its sole discretion that you have breached these Terms, violated any law, rule, or regulation, engaged in other inappropriate conduct, or for any other business reason. We also reserve the right to terminate your account or your use of the Service or access to Content if such use places an undue burden on our networks or servers.

4. Geo-Location

The Service may include and may make use of certain functionality and services provided by third-parties that allow JAS Entities Solutions to include maps, geocoding, places and other content from third-parties as part of the Service.

5. Code of Conduct

In using the Service, you agree to behave in a civil and respectful manner at all times. Further, you will not:

- Act in a deceptive manner by, among other things, impersonating any person;
- Harass or stalk any other person;
- Harm or exploit minors;
- Distribute "spam";
- Collect information about others unless expressly granted permission to do so in writing by JAS Entities Solutions; or
- Advertise or solicit others to purchase any product or service unless expressly granted permission to do so in writing by JAS Entities Solutions .

JAS Entities Solutions has the right, but not the obligation, to monitor all conduct on and content submitted to the Service. JAS Entities Solutions reserves the right to alter, edit, remove, or refuse to post any content, in whole or in part in its sole discretion or to satisfy or comply with applicable laws, regulations and/or legal processes.

6. Access and Use of the Content

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of Content:

- i. Content is provided to you "AS IS". You may access Content for your information and personal use solely as intended through the provided functionality of the Service and as permitted under these Terms. You shall not download any Content unless you see a "download" or similar link displayed by JAS Entities Solutions on the Service for that Content. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any purposes unless expressly granted permission to do so in writing by JAS Entities Solutions. JAS Entities Solutions and its licensors reserve all rights not expressly granted in these Terms to the Service and the Content.
- ii. You agree not to circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service or the Content therein.
- iii. You understand that when using the Service, you will be exposed to Content from a variety of sources, and that JAS Entities Solutions is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against JAS Entities Solutions with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless JAS Entities Solutions, its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the Service.

7. General Registration Requirements

In order to access some features of the Service, you will have to create a JAS Entities Solutions account.

1. You agree to provide accurate and complete information when creating your account, and it is your responsibility to maintain and promptly update your account information to keep it true, accurate, current and complete.
2. JAS Entities Solutions' Content is not directed to persons under 18 years of age, and by providing information about yourself to JAS Entities Solutions you are representing that you are eighteen 18 years of age or older. In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. (We are directing content to minors. We need to discuss how to address that).
3. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, JAS Entities Solutions reserves the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof) at any time.

8. Account Password and Security

- i. You may never use another's account without permission.
- ii. You may not share, give or sell your password or username to any other person or entity.
- iii. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify JAS Entities Solutions immediately of any breach of security or unauthorized use of your account.
- iv. Although JAS Entities Solutions will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of JAS Entities Solutions or others due to such unauthorized use.
- v. JAS Entities Solutions reserves the right to terminate any user account it believes has been compromised, or is being used fraudulently, at its own discretion.
- vi. Currently, JAS Entities Solutions also provides you with the ability to register for an account on the Service using your existing account and log-in credentials through certain third-party websites, which may change from time to time.

9. **Your feedback.**

If you send or transmit any communications, comments, questions, suggestions, or related materials to JAS Entities Solutions, whether by letter, email, telephone, or otherwise (collectively, "Feedback"), suggesting or recommending changes to the Service, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and JAS Entities Solutions is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. You understand and agree that JAS Entities Solutions is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

10. **Links to Third-Party Sites.**

The Service may be linked to other web sites that are not JAS Entities Solutions sites, including, without limitation, social networking, blogging and similar websites through which you are able to log into the Service using your existing account and log-in credentials for such third-party sites (any and all of which may change from time to time) and websites that provide question-and-answer forum functionality (collectively, "Third-Party Sites"). Certain areas of the Service may allow you to interact and/or conduct transactions with such Third-Party Sites, and, if applicable, allow you to configure your privacy settings in your Third-Party Site account to permit your activities on the Service to be shared with your contacts in your Third-Party Site account and, in certain situations, you may be transferred to a Third-Party Site through a link but it may appear that you are still on JAS Entities Solutions Service. In any case, you acknowledge and agree that the Third-Party Sites may have different privacy policies and terms and conditions and/or

user guides and business practices than JAS Entities Solutions, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions and/or user guides. You hereby agree to comply with any and all terms and conditions, user guides and privacy policies of any Third-Party Sites. JAS Entities Solutions is providing links to the Third-Party Sites to you as a convenience, and JAS Entities Solutions does not verify, make any representations or take responsibility for such Third-Party Sites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third-Party Sites. YOU AGREE THAT JAS ENTITIES SOLUTIONS WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY.

11. Content Standards

Content you submit must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent (not related to martial arts used for sport, competition, fitness or exhibition), hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence (not related to martial arts used for sport, competition, fitness or exhibition), or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any third-party.
- Infringe the legal rights (including the right of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales unless expressly granted permission to do so in writing by JAS Entities Solutions.
- Be likely to deceive or give the impression that they emanate from or are endorsed by us, or any other person or entity.

12. Proprietary Rights

“JAS Entities Solutions”, and the JAS Entities Solutions logo are trademarks of JAS Entities Solutions, LLC in the United States and in other countries. Other trademarks, names and logos on this JAS Entities Solutions website are the property of their respective owners.

Unless otherwise specified in these Terms, all information and screens appearing on JAS Entities Solutions’ website, including documents, services, site design, text, graphics, logos, images and icons, as well as the arrangement thereof, are the sole property of JAS Entities Solutions, Copyright © 2019 JAS Solutions, LLC. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

13. Intellectual Property Infringement.

JAS Entities Solutions respects the intellectual property rights of others, and we ask you to do the same. JAS Entities Solutions may, in appropriate circumstances and at our discretion, terminate service and/or access to JAS Entities Solutions’ website for users who infringe the intellectual property rights of others. If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on our website, please provide JAS Entities Solutions’ designated agent the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted and/or trademarked work claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site.
- 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 at JAS Entities Solutions’ website, and information reasonably sufficient to permit JAS Entities Solutions to locate the material.
- Information reasonably sufficient to permit JAS Entities Solutions to contact you as the complaining party, such as an address, telephone number, and an electronic mail address at which you may be contacted.
- 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 and/or trademark owner, its agent, or the law.
- 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.

JAS Entities Solutions’ agent for notice of claims of copyright or trademark infringement on this Site can be reached as follows:

JAS Entities Solutions, LLC.

Attn:

Address:

Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

Submitting a DMCA Counter-Notification

We will notify you that we have removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a valid DMCA take-down notice that we have received. If you receive such notice from us, you may provide us with a counter-notification in writing to JAS Entities Solutions' designated agent that includes all of the following information:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address, email address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which JAS Entities Solutions may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

Termination of Repeat Infringers

JAS Entities Solutions reserves the right, in its sole discretion, to terminate the account or access of any user of our web site and/or service who is the subject of repeated DMCA or other infringement notifications.

14. **Warranty Disclaimer**

YOU AGREE THAT YOUR USE OF THE SERVICE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, JAS ENTITIES SOLUTIONS, LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, IN CONNECTION WITH THE SERVICE AND YOUR USE THEREOF. JAS

ENTITIES SOLUTIONS MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT OR THE CONTENT OF ANY SITES LINKED TO JAS ENTITIES SOLUTIONS'S WEBSITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY

- I. ERRORS, MISTAKES, OR INACCURACIES OF CONTENT,
- II. PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES,
- III. ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN,
- IV. ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES,
- V. ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR
- VI. ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR 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. JAS ENTITIES SOLUTIONS DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND JAS ENTITIES SOLUTIONS WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

15. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL

- A. JAS ENTITIES SOLUTIONS BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, UPLOADING OR DOWNLOADING ANY CONTENT TO OR FROM JAS ENTITIES SOLUTIONS'S WEBSITE OR SERVICES,
- B. JAS ENTITIES SOLUTIONS BE LIABLE FOR ANY INDIRECT, EXTRAORDINARY, PUNITIVE, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE)

ARISING FROM OR RELATING TO THE SERVICES OR JAS ENTITIES SOLUTIONS'S WEBSITE, EVEN IF JAS ENTITIES SOLUTIONS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND

- C. JAS ENTITIES SOLUTIONS'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE SERVICES AND JAS ENTITIES SOLUTIONS'S WEBSITE, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID BY YOU TO JAS ENTITIES SOLUTIONS FOR THE SERVICES AT ISSUE IN THE PRIOR 12 MONTHS (IF ANY). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. JAS ENTITIES SOLUTIONS DISCLAIMS ALL LIABILITY OF ANY KIND OF JAS ENTITIES SOLUTIONS'S LICENSORS AND SUPPLIERS.

The Service is controlled and offered by JAS Entities Solutions from its facilities in the United States of America. JAS Entities Solutions makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law

16. Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless JAS Entities Solutions, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- i. your use of and access to the Service;
- ii. your violation of any term of these Terms of Service;
- iii. your violation of any third party right, including without limitation any copyright, property, or privacy right; or
- iv. any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Service.

17. Ability to Accept Terms of Service

You affirm that you are more than 18 years of age, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service.

18. Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by JAS Entities Solutions without restriction.

19. Electronic Communications

By using the Service, you consent to receiving electronic communications from JAS Entities Solutions. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Service. These electronic communications are part of your relationship with JAS Entities Solutions. You agree that any notices, agreements, disclosures or other communications that JAS Entities Solutions sends you electronically will satisfy any legal communication requirements, including that such communications be in writing.

20. General

You agree that:

1. the Service shall be deemed solely based in Texas; and
2. the Service shall be deemed a passive website that does not give rise to personal jurisdiction over JAS Entities Solutions, either specific or general, in jurisdictions other than Texas.

These Terms of Service shall be governed by the internal substantive laws of the State of Texas, without respect to its conflict of laws principles. Any claim or dispute between you and JAS Entities Solutions that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in Denton County, Texas. These Terms of Service, together with the Privacy Policy and any other legal notices published by JAS Entities Solutions on the Service, shall constitute the entire agreement between you and JAS Entities Solutions concerning the Service. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and JAS Entities Solutions' failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. **YOU AND JAS ENTITIES SOLUTIONS AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.** The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.