

JAMMAR MOGULS LLC - WEBSITE DISCLAIMER

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WELCOME TO JAMMAR MOGULS

Before engaging with our website (www.jammarmoguls.com) or using any of our services, it is essential that you carefully read this comprehensive disclaimer and our terms of use. This document details essential legal obligations and delineates your rights as a user of our services and website, ensuring mutual understanding and agreement.

1. VARIABILITY OF RESULTS IN THE ENTERTAINMENT INDUSTRY

- a. **Acknowledgment of External Influences:** At JamMar Moguls LLC, we recognize that the music and entertainment industries are both volatile and highly competitive. Despite our intensive efforts to tailor strategies that align with each client's unique profile and aspirations, numerous external factors play a crucial role in determining the success of these strategies. These factors include, but are not limited to, current market trends, audience reception, media exposure, and changes in cultural interests, all of which can significantly influence the effectiveness and impact of our services.
- b. **Influence of Individual Talent and Effort:** The talent and dedication of each client also play a critical role in their success. Individual capabilities, personal drive, and the ability to adapt to feedback and evolving circumstances are essential components that affect outcomes. While JamMar Moguls LLC provides guidance, networking opportunities, and promotional support, the ultimate success heavily relies on the client's personal attributes and efforts.
- c. **Unpredictability of Market and Audience:** The preferences and interests of audiences can be unpredictable, and market trends can shift rapidly due to new technological advancements, emerging genres, or sociopolitical changes. These dynamics can affect the reception of a new artist or project, sometimes irrespective of the quality of the output or the robustness of the marketing strategies employed.
- d. **Realistic Management of Expectations:** Understanding that results vary, JamMar Moguls LLC is committed to setting realistic expectations right from the outset. During our initial consultations and throughout our engagement with clients, we emphasize the inherent uncertainties of the music and entertainment landscapes. By doing so, we aim to manage expectations realistically, ensuring that clients are aware of the potential highs and lows in their career trajectory.
- e. **Long-term Commitment to Clients:** Despite the challenges and inherent variability of results, JamMar Moguls LLC remains steadfastly committed to each client over the long term. We believe in building lasting relationships and adapting our approaches as needed.

to respond to both market changes and the evolving goals of our clients. This commitment involves regular reviews and adjustments to strategies, continual market analysis, and consistent communication with our clients.

- f. **Transparency and Communication:** We maintain an open line of communication with all clients about the potential outcomes and the steps we are taking to maximize their chances of success. Transparency is key in our interactions, and we provide detailed reports and analyses to ensure that clients understand both their progress and the factors influencing their career development.

2. UNDERSTANDING PERSONALIZED CLIENT EXPERIENCES

- a. **Individualized Approach:** At JamMar Moguls LLC, we recognize that each artist and client bring a unique set of ambitions, circumstances, and creative visions to the table. As such, our approach is highly personalized, crafted to align with the specific goals and backgrounds of each client. This bespoke strategy ensures that our services resonate more deeply with the individual needs and aspirations of our clients, fostering a more targeted and effective partnership.
- b. **Customized Strategies:** We develop customized strategies that consider a myriad of factors including, but not limited to, the client's artistic style, market trends, past experiences, and long-term career objectives. Our team leverages its vast industry expertise to craft plans that are not only visionary but also pragmatic, aiming to navigate the complexities of the music and entertainment industries effectively.
- c. **No Guarantees of Success:** While JamMar Moguls LLC has a track record of successful client collaborations, it is crucial for potential and current clients to understand that past successes do not guarantee future results. The entertainment industry is dynamic, and outcomes can be influenced by factors beyond our control, such as market saturation, changes in public taste, and the evolving digital landscape. Each client's path to success can vary significantly depending on these and other external variables.
- d. **Varied Outcomes:** Due to the highly customized nature of our services, outcomes can vary widely even among clients with seemingly similar profiles. Success in the music and entertainment industry is influenced by timing, luck, public reception, and countless other unpredictable factors. JamMar Moguls LLC makes every effort to adapt strategies and provide guidance based on the latest industry data and trends, but absolute success cannot be guaranteed.
- e. **Informed Decision-Making:** We encourage all potential clients to discuss their specific expectations and concerns with us during initial consultations. This transparency allows us to set realistic goals and clarify the scope and limitations of our services. It also aids clients in making informed decisions about their investment in their artistic careers with full knowledge of the potential variability in outcomes.

- f. **Continuous Support and Adjustment:** JamMar Moguls LLC is committed to supporting its clients throughout their artistic journey. This includes ongoing assessments and adjustments to strategies as needed, based on performance metrics, client feedback, and changing industry conditions. Our goal is to remain flexible and responsive, ensuring that our approaches continue to align with our clients' evolving needs and circumstances.

3. COMPREHENSIVE DISCLAIMER OF WARRANTY

- a. **No Warranties Provided:** The information available on the JamMar Moguls LLC website, including all content, materials, and services, is provided for general informational and educational purposes only. It is offered on an "AS IS" and "AS AVAILABLE" basis without any warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, or non-infringement.
- b. **Accuracy and Completeness:** While JamMar Moguls LLC strives to ensure that the information provided is current and accurate, we do not warrant the accuracy, completeness, or usefulness of any information presented on the website. The content may contain inaccuracies, errors, or omissions. Information on the website is frequently updated but may not reflect the most current legal or other developments. JamMar Moguls LLC disclaims all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the website, or by anyone who may be informed of any of its contents.
- c. **Suitability and Reliability:** JamMar Moguls LLC makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, products, services, and related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.
- d. **Independent Verification:** We encourage all users to independently verify any information obtained from or through this website before acting upon it. In other words, the responsibility for checking the accuracy and completeness of content on this site rests solely with the user. JamMar Moguls LLC does not warrant that the website, its servers, or e-mail sent from the website are free of viruses or other harmful components.
- e. **Changes and Updates:** JamMar Moguls LLC reserves the right to make changes or updates to the content of this website at any time without prior notice. The information provided at a particular point in time may not be current or accurate at the time it is accessed by a visitor and may not apply to your particular situation.
- f. **Limitation on Claims:** You acknowledge and agree that the above warranties and disclaimers are an essential element of the agreement between the parties and that in their absence the terms and conditions of this agreement would be substantially different.

4. INDEMNIFICATION OBLIGATIONS: As a user, you agree to indemnify, defend, and hold harmless JamMar Moguls, its affiliates, officers, directors, employees, agents, and successors from any liabilities, damages, claims, or expenses arising from:

- a. **Agreement Breach:** Any breach of terms or violation of the agreement on your part.
- b. **Negligence and Misconduct:** Any negligent, reckless, or wrongful act associated with your use of our services.
- c. **Physical Damages:** Any bodily injury, death, or property damage caused by your actions or omissions.

5. LIMITATION OF LIABILITY

- a. **Exclusion of Damages:** JamMar Moguls will not be liable for indirect, special, incidental, punitive, consequential, or exemplary damages arising from your use of our services or website, including but not limited to lost profits or business interruption.
- b. **Cap on Liability:** The maximum liability of JamMar Moguls for all claims related to our services, whether in contract, tort, or otherwise, shall not exceed the total fees paid by you to JamMar Moguls.

6. INTELLECTUAL PROPERTY PROTECTIONS

- a. **Ownership and Copyright:** All content displayed on the JamMar Moguls LLC website, including but not limited to text, graphics, logos, images, digital downloads, data compilations, and software, is the property of JamMar Moguls LLC or its content suppliers and is protected by United States and international copyright laws. This protection extends to all formatting, icons, images, logos, and text, any compilations thereof, and other content provided on www.jammarmoguls.com.
- b. **Trademarks:** The company name, trademarks, logos, and service marks displayed on the website, including "JamMar Moguls," are registered and unregistered Trademarks of JamMar Moguls LLC. These and any other JamMar Moguls product or service names or slogans displayed on the website are trademarks of JamMar Moguls LLC and may not be copied, imitated, or used, in whole or in part, without the prior written permission of JamMar Moguls LLC. All other trademarks, registered trademarks, product names, and company names or logos mentioned on the website are the property of their respective owners. Reference to any products, services, processes, or other information by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by JamMar Moguls.
- c. **License and Site Access:** JamMar Moguls LLC grants you a limited license to access and make personal use of this site and not to download (other than page caching) or modify it, or any portion of it, except with the express written consent of JamMar Moguls LLC. This license does not include any resale or commercial use of this site or its contents; any collection and use of any product listings, descriptions, or prices; any

derivative use of this site or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools.

- d. **Prohibited Uses:** You may not use the JamMar Moguls LLC website or its content for any purpose that is unlawful or prohibited by these terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of JamMar Moguls LLC or others. Specifically, the website's content may not be used in any way that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the website, or that could damage, disable, overburden, or impair the functioning of the website in any manner.
- e. **Copyright Complaints and Copyright Agent:** JamMar Moguls LLC respects the intellectual property of others and expects users of our website to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information:
- A description of where the material that you claim is infringing is located on the site;
 - Your address, telephone number, and email address;
 - A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
 - A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

7. RIGOROUS ENFORCEMENT AND COMPLIANCE

- a. **Proactive Intellectual Property Rights Protection:** JamMar Moguls LLC takes the protection of its intellectual property very seriously and employs a proactive approach to safeguarding these vital assets. Our strategy includes regular monitoring of the marketplace and digital platforms to ensure that our content, trademarks, and other proprietary materials are not being used unlawfully.
- b. **Legal Measures and Remedies:** In cases where infringement is detected, JamMar Moguls LLC will not hesitate to take decisive action to enforce its rights. This includes but is not limited to:
- **Cease and Desist Communications:** Initial steps will often involve sending cease and desist letters to the infringing parties. These communications are designed to inform violators of their unauthorized use and demand immediate cessation of such activities.
 - **Injunctions:** If necessary, we will seek injunctive relief from courts to prevent further unauthorized use of our intellectual property. This legal remedy can help stop ongoing infringements and prevent future violations before they cause significant damage to our brand or revenue.

- **Damages:** For infringements that result in financial loss or significant harm to our brand, JamMar Moguls LLC will pursue claims for monetary damages. This involves quantifying the economic impact of the infringement and seeking compensation through legal channels.
 - **Statutory Damages:** In certain jurisdictions, statutory damages may be available, which can provide a predetermined compensation amount per infringement without the need to demonstrate actual financial loss.
- c. **Criminal Prosecution:** Where applicable, especially in cases of willful and egregious infringement, JamMar Moguls LLC may also pursue criminal prosecution against the offenders. Intellectual property theft is not merely a civil issue; significant cases can lead to criminal charges, which underscore the seriousness with which we view the protection of our intellectual assets.
 - d. **Collaboration with Law Enforcement and Legal Authorities:** JamMar Moguls LLC collaborates with various law enforcement agencies and legal authorities to ensure that violations of its intellectual property rights are addressed promptly and effectively. This includes providing evidence and supporting investigations to facilitate the enforcement of intellectual property laws.
 - e. **Ongoing Legal Education and Training:** To ensure that our team is equipped to handle intellectual property issues, JamMar Moguls LLC invests in ongoing legal education and training for its staff. This helps maintain a high level of awareness and preparedness to deal with potential infringements efficiently.
 - f. **Commitment to Legal Compliance:** JamMar Moguls LLC is committed not only to defending its rights but also to complying with all applicable intellectual property laws and regulations. This commitment underpins our approach to enforcement and compliance, ensuring that our actions are always in line with legal standards and best practices.

8. GOVERNING LAW AND DISPUTE RESOLUTION

- a. **Arbitration Agreement & Waiver of Certain Rights:** You agree that by entering into this agreement, you and JamMar Moguls LLC are each waiving the right to trial by jury or to participate in a class action. Instead, all claims and disputes will be resolved through confidential binding arbitration held in Miami-Dade County, Florida.
- b. **Arbitration Procedures:** Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules applicable to consumer disputes, or according to other mutually agreed upon rules. The AAA's Consumer Arbitration Rules are available online at www.adr.org. Arbitration allows for more limited discovery than in court, and the arbitrator's decision is final and binding and not subject to appeal.
- c. **Arbitration Fees:** The payment of all filing, administration, and arbitrator fees will be governed by AAA's rules, unless otherwise stated in this agreement. Each party will be

responsible for all other fees it incurs in connection with the arbitration, including but not limited to attorneys' fees and expenses.

- d. **Opt-Out of Arbitration:** You can choose to opt-out of this arbitration agreement by emailing: support@jammarmoguls.com within 30 days after first accepting these terms and stating your decision to opt-out of arbitration. Opting out of arbitration will not affect any other terms of this agreement.
- e. **Limitations Period:** You must bring any claim against JamMar Moguls LLC within one year of the date such claim arose. Otherwise, your claim is permanently barred, which means that you and JamMar Moguls LLC will not have the right to assert the claim.

9. RELIANCE ON INFORMATION: We advise users to exercise caution and undertake their own due diligence before relying on the information provided on our website. For significant decisions impacting financial or legal positions, consultation with a professional advisor is recommended.

10. REFERENCE TO RELATED DOCUMENTS: Our Terms of Service and Privacy Policy provide a more comprehensive outline of the legal and practical aspects of interacting with our website and services.

11. RIGHT TO MODIFY DISCLAIMER: We reserve the right to modify this disclaimer at any time without prior notification. It is your responsibility to regularly review this page to stay informed of any updates or changes. The effectiveness of these changes is immediate upon their posting on the website.

12. ACCEPTANCE OF TERMS: By using the JamMar Moguls website, you signify your acceptance of this disclaimer. If you have any concerns or require clarification on any points, please contact our support team at the contact details provided.

13. UPDATING OF INFORMATION: It is your responsibility to ensure that any personal information you provide us with remains current and accurate. Should your personal details change during your relationship with JamMar Moguls, please inform us promptly to ensure effective communication.

Last Updated: This Privacy Policy was last updated on April 30, 2024. Changes to this policy are effective as soon as they are posted on this page.