

# Terms and Conditions

This privacy policy was last updated on March 01, 2021

Welcome to our Web site (“Bestdegree.Online”)! This Site provides information about services offered by J2Media Ventures, LLC.

Please read this User Agreement carefully, because by visiting or using this Site, you agree to be legally bound by and comply with its terms. If you do not agree to comply with this User Agreement, you are not authorized to use the Site. We may revise this User Agreement from time to time, so please check this Web page each time you visit the Site. If you continue to use the Site after we post the change, this means you have agreed to the new terms.

## Privacy Policy

Please review our Privacy Policy, which is a part of this User Agreement and describes how we handle any personally identifying information collected from visitors to this Site.

## Suspected Violation of these Terms of Use

Violations of these Terms of Use, including unauthorized use of this site, may be investigated and appropriate legal action may be taken, including civil, criminal and injunctive redress. You agree that monetary damages may not provide a sufficient remedy to us for violations of these Terms of Use and you consent to injunctive or other equitable relief for such violations. You understand and agree that in our sole discretion and for any reason whatsoever, or for no reason, and without prior notice, we may terminate your access to the site.

## Intellectual Property

All material on or available through this site, including text, images, data, and illustrations, (collectively, the “Material”) is protected by U.S. and international copyright, trademark, and other intellectual property laws, and is owned, controlled, or licensed by J2Media Ventures, LLC (“J2MEDIA”). UNAUTHORIZED COPYING, REPRODUCTION, REPUBLISHING, UPLOADING, DOWNLOADING, POSTING, TRANSMITTING OR DUPLICATING THE MATERIAL, IN WHOLE OR IN PART, IS PROHIBITED. Provided that you agree to and accept without modification the notices, terms and conditions set forth in these Terms of Use, J2Media grants you a personal, non-exclusive, non-assignable and non-transferable license to visit, view, and retain a copy of pages of this site for your own personal, non-commercial use only. You may not modify, copy (except as set forth in the preceding sentence), distribute, transmit, display, perform, reproduce, publish, create derivative works from, license or sublicense, assign, or otherwise transfer this license or any of the Material or any information, material, software, products or services from this site. Moreover, you may not visit or use the site to appropriate J2Media’s trademarks and/or to copy or imitate the “look and feel” of the site, or any portions thereof, for any reason.

## Access and Interference

You will not use any robot, spider, crawling, scraping, or other automated device, process, or means to access this site. Nor will you use any manual process to monitor or copy the site or the content contained thereon for any unauthorized purpose without our prior written permission. You will not use any device, software, routine, or take any action that interferes with the proper working of the site.

## Links, Frames, and Metatags

You may link to the home page of the Site as long as the link does not cast us in a false or misleading light. Please let us know if you link to the Site by contacting us at:

Bestdegree.Online c/o J2Media Ventures, LLC.  
703 Pier Ave. #453, Hermosa Beach, CA 90254

You may not frame the content of the Site. You may not use metatags or any other “hidden text” that incorporates our Trademarks or our name without our express written consent.

## Claims of Infringement

We respect the intellectual property of others and require that you do the same. In accordance with the Digital Millennium Copyright Act (“DMCA”), the text of which may be found on the U.S. Copyright Office site at <http://www.copyright.gov/legislation/dmca.pdf>, J2MEDIA will respond expeditiously to notices of alleged copyright infringement that are duly reported to its Designated Copyright Agent identified in the notice below. We will disable and/or terminate the accounts of users who are repeat infringers. If you believe your content has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide our Copyright Agent the following information:

Deliver this Notice, with all items completed, to us at:

Compliance Department, c/o J2Media Ventures, LLC, 703 Pier Ave. #453, Hermosa Beach, CA 90254

While we consider all such notices seriously, you may be liable for damages (including costs and attorneys’ fees) if you materially misrepresent that content or activity is infringing. For example, one decision ordered a company that sent infringement notification seeking removal of online materials that were protected by copyright’s fair use doctrine to pay such costs and attorneys’ fees the company agreed to settle the matter at over \$100,000. For more information, please see [http://www.onlinepolicy.org/action/legpolicy/opg\\_v\\_diebold/](http://www.onlinepolicy.org/action/legpolicy/opg_v_diebold/). Accordingly, if you are uncertain whether material infringes your copyrights (including whether use of copyrighted material may constitute fair use) you may wish to seek the advice of an attorney.

## General Legal

### Warranty Disclaimers

YOUR USE AND BROWSING OF THIS SITE IS SOLELY AT YOUR OWN RISK. THE SITE, AND EVERYTHING ON THIS SITE, INCLUDING THE MATERIALS ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. J2MEDIA, BESTDEGREE, ITS AFFILIATES AND AGENTS, SPECIFICALLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. WITHOUT LIMITATION, J2MEDIA, BESTDEGREE, ITS AFFILIATES AND AGENTS MAKE NO WARRANTIES OR REPRESENTATIONS THAT THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE, OR ITS SERVER ARE OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IN ADDITION, J2MEDIA, BESTDEGREE, ITS AFFILIATES AND AGENTS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING THE USE OR RESULTS OF THE USE OF THE CONTENT ON THIS SITE OR ON ANY CO-BRANDED SITE. YOU UNDERSTAND AND AGREE THAT APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

### Indemnification

You will defend, indemnify, and hold J2Media, Bestdegree, its affiliates and agents harmless from: (i) your use of and access of the site; (ii) your violation of any of these Terms of Use; (iii) your violation of any third-party right including any copyright, trademark, trade secret, or privacy right of content available on the site. This defense and indemnification obligation will survive these Terms of Use and your use of the site.

### Limitation of Liability

IN NO EVENT WILL J2MEDIA OR ITS AFFILIATES OR AGENTS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO, OR USE OF, THIS SITE OR THE CONTENT OR MATERIALS THEREIN, WHETHER IN A CONTRACT ACTION OR BASED ON NEGLIGENCE, OR OTHER TORT ACTION, OR ANY OTHER CLAIM WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT WILL J2MEDIA’S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU, IF ANY, IN ACCESSING THIS SITE.

### Termination

The Terms of Use and/or site may be terminated by J2Media for any reason (or for no reason) at any time without

notice. In the event of termination, you are no longer authorized to access the site and all limitations on J2Media's liability regarding your use of the site and any Forum Content you post will survive.

### **Contact J2Media Ventures, LLC.**

If you have questions, please contact us at [philj@j2mediaventures.com](mailto:philj@j2mediaventures.com). Please include the words, "Terms of Use" in the subject line of your e-mail.

### **General**

These Terms of Use will be governed by the laws of the state of New Jersey without respect to its conflict of laws provision. Any claim or dispute between you and this Site that arises in whole or in part from this site will be decided exclusively by a court of competent jurisdiction located in Hudson County, New Jersey. Use of this site is unauthorized in any jurisdiction that does not give full effect to all provisions of these Terms of Use, including without limitation this paragraph and the warranty disclaimers and liability exclusions above. We have endeavored to comply with all legal requirements known to it in creating and maintaining this site, but make no representation that Materials on this site are appropriate or available for use in any particular jurisdiction. Use of this site is unauthorized in any jurisdiction where all or any portion of this site may violate any legal requirements and you agree not to access this site in any such jurisdiction. You are responsible for compliance with applicable laws. Any use in contravention of this provision or any provision of these Terms of Use is at your own risk. Any other legal notices published by us on this site constitute the entire agreement between you and J2Media concerning this site. If any provision of these Terms of Use are deemed invalid by a court of competent jurisdiction, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions of the Terms of Use shall govern such use. Our failure to insist on or enforce strict performance of any provision of these Terms of Use will not be construed as a waiver of any provision or right.