

## Terms of Use

### **I. INTRODUCTION**

This Terms of Use (“Terms”) is a binding legal agreement, and by using the website (“Website”), including all information and related services available from this Website (collectively, “Services”) provided by CJ ENM Co., LTD. you agree to be bound by these terms and conditions described in these Terms. Throughout the Website, the terms “we”, “us” and “our” refer to CJ ENM Co., LTD. If you do not agree with these Terms, you should immediately stop accessing, using, or interacting with the Website.

We may change these Terms at any time by posting changes on the Website. We encourage you to check back and review the Terms from time to time. Your continued use of the Website following our posting of changes will mean that you accept the revised Terms.

### **II. USE OF THE WEBSITE**

By accessing our Service and you agree to be bound by the Terms, including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

You agree to access and use the Website only for lawful reasons. You are solely responsible for knowing and complying with any and all laws, statutes, rules and regulations pertaining to your use of the Website. You are prohibited from using the Website in a way that:

- is unlawful, threatening, violent, abusive, hateful, defamatory, slanderous, libelous, deceptive, fraudulent, tortious, indecent, vulgar, profane, obscene, or that CJ ENM Co., LTD. deems in its sole discretion to be inappropriate;
- violates any law, regulation, or court order;
- accesses, collects or stores personal information about others;
- violates or infringes the rights of anyone else, including, for example, another person’s right to privacy;
- impersonates any person, business, entity, or IP address (e.g., IP spoofing);
- involves uploading, posting, emailing, transmitting or otherwise making available any materials that you do not have a right to make available under any law;
- is commercial in nature, including, for example, advertising, promotional or marketing materials, or spam, phishing or other unsolicited messages;
- gains or tries to gain unauthorized access to the Website, its computers and networks, or its user data, or that otherwise modifies or interferes with the use or operation of the Website;
- imposes an unreasonable or disproportionately large data or communication load on CJ ENM Co., LTD.’s or CJ ENM Co., LTD.’s business partners’ infrastructure and systems, including but not limited to transmitting spam or using other unsolicited mass emailing techniques;
- alters, damages, or deletes any content posted on the Website;
- contains, shares or transmits computer viruses or other disruptive, damaging or harmful files or programs; or
- otherwise violates these Terms or any other guidelines or policies posted on the Website, including, but not limited to, the CJ ENM Co., LTD. Privacy Notice (“Privacy Notice”).

CJ ENM Co., LTD. will cooperate fully with any law enforcement officials and/or agencies if requested or required in the investigation of any users who violate these Terms and may disclose your information to such law enforcement officials and/or agencies if required by law.

### **III. AGE RESTRICTIONS**

By agreeing to these Terms, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not sign up for our Services for any illegal or unauthorized purpose nor may you, in the use of the Services, violate any laws in your jurisdiction (including but not limited to copyright laws).

A breach or violation of any of the Terms will result in an immediate termination of your Services.

### **IV. MODIFICATIONS TO THE SERVICES**

Certain promotions and services may be available exclusively online through the Website. These promotions or services may have restrictions and may be subject to additional terms and conditions.

### **V. ACCOUNT AND PASSWORD RESPONSIBILITY**

In order to access some features of the Website, you may have to create an account. When creating an account, you must provide your accurate and complete information and you may not use a fake identity or any other individual's identity. When you create an account, you will be asked to choose a password which you shall use to access the secure portion of the Website, and which may be required when you are seeking to participate in certain offerings of the Website. You are responsible for maintaining the confidentiality of your password. You agree not to (i) use the account, username or password of any other visitor to the Website at any time, (ii) share your account, or (iii) disclose your password to any third party. You agree to notify us immediately if you suspect any unauthorized access to or use of your account or password. You are solely responsible for any and all use of your account and password.

### **VI. ACCURACY OF ACCOUNT INFORMATION**

We reserve the right to refuse your account with us. We may, in our sole discretion, limit or cancel your membership or account with us. We reserve the right to limit or prohibit promotions that, in our sole judgment, appear to be placed by dealers, resellers, distributors or fake accounts. You agree to provide current, complete and accurate purchase and account information for all purchases made in this Website. You agree to promptly update your account and other information, including your email address and shipping address, so that we can complete your transactions and contact you as needed.

### **VII. OPTIONAL TOOLS**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms.

### **VIII. LINKS TO THIRD PARTY WEBSITES**

The Website may contain links to websites owned by other companies including, but not limited to, social media websites such as Facebook and Twitter. These links are provided solely as a convenience to you. If you use these links, you will be redirected to the respective external website. CJ ENM Co., LTD. is not responsible for any of these third-party websites or their content, and any use of these third-party websites will be subject to and any information you provide will be governed by the terms of the third-party websites, including those relating to confidentiality, data privacy and security. If you decide to access any of the third-party websites that are linked from the Website, you do so entirely at your own risk.

## **IX. FEEDBACK SUBMISSION**

If you submit a comment, suggestion or any other material (“Feedback”) to CJ ENM Co., LTD. (excluding any illegal content), you hereby assign all ownership in and to such Feedback to CJ ENM Co., LTD., and acknowledge that we will be entitled to use and implement any such Feedback in accordance with this Terms and subject to the Privacy Notice. CJ ENM Co., LTD. will have the right to use, copy, display, perform, distribute, modify and re-format Feedback in any manner in accordance to the Privacy Notice. By submitting Feedback, you represent and warrant to CJ ENM Co., LTD. that you have all necessary rights in and to such Feedback and all information it contains and that such Feedback does not infringe any proprietary or other rights of third parties or contain any libelous, tortious, or otherwise unlawful information. We disclaim any liability that could arise from receiving or using your Feedback and you hereby release CJ ENM Co., LTD., its affiliates, and its and their employees, directors, customers, and all other associated with CJ ENM Co., LTD., from any past, present or future liability or obligation, related directly or indirectly, to the submitted Feedback.

## **X. OWNERSHIP OF INTELLECTUAL PROPERTY**

CJ ENM Co., LTD. and its Affiliates, and licensors (and each of their respective successors and assigns) own its respective copyrights, trademarks, service marks, and trade dress rights to all content displayed on and from the Website (collectively referred to as “Intellectual Property”). You may not reproduce, modify, create derivative works from, display, frame, perform, publish, distribute, disseminate, transmit, broadcast or circulate any such content to any third party (including displaying or distributing the material using a third-party website) without CJ ENM Co., LTD.’s prior written consent, except to use the Website for their intended purpose. CJ ENM Co., LTD. retains all rights that are not otherwise expressly granted in these Terms.

## **XI. DISCLAIMERS AND LIMITATION OF LIABILITY**

### **1. Disclaimer of Liability**

NEITHER CJ ENM Co., LTD., ITS BRANDS, AFFILIATES, SUBSIDIARIES, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES NOR CONTRACTORS (INCLUDING ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE WEBSITE OR THEIR CONTENT) SHALL BE LIABLE TO YOU OR ANY OTHER PARTY FOR (I) ANY IMPROPER OR INCORRECT USE OF THE INFORMATION DESCRIBED AND/OR CONTAINED HEREIN OR (II) ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) IN CONNECTION WITH THE WEBSITE, EVEN IF CJ ENM Co., LTD., ITS BRANDS, AFFILIATES, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES OR CONTRACTORS ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS APPLY TO ALL CLAIMS, DAMAGES, LIABILITY OR INJURIES, INCLUDING, WITHOUT LIMITATION, CLAIMS IN WARRANTY, CONTRACT AND TORT (SUCH AS NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THOSE PARTICULAR LIMITATIONS MAY NOT APPLY TO YOU. WITHOUT LIMITING THE FOREGOING, THE WEBSITE, INCLUDING THE CONTENT PROVIDED ON THE WEBSITE, ARE PROVIDED ON AN “AS IS, AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING

BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

## 2. Disclaimer of Accuracy of Content

CJENM Co., LTD. makes no warranties or representations as to the accuracy, completeness or timeliness of the content provided on the Website. CJENM Co., LTD. assumes no liability or responsibility for any errors or omissions on the Website. No warranty, expressed or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any content. This disclaimer applies to both isolated and aggregate uses of the content.

## 3. Indemnity

You agree to defend, indemnify and hold CJ ENM Co., LTD., its Affiliates, officers, directors, successors in interest, licensors, employees, agents, harmless from and against any and all demands, causes of action, loss, claims, damages, liability or expenses (including but not limited to attorneys' fees) due to, resulting from, arising out of or in connection with (i) your use and access of the Website; and (ii) breach of these Terms.

## 4. No Waiver

Our failure to enforce any provision of these Terms or to respond to a breach by you or other parties shall not in any way constitute a waiver of our right to enforce subsequently any terms or conditions of these Terms or to act with respect to similar breaches.

## **XII. APPLICABLE LAW**

Any dispute arising out of your use of the Website or content from the Website shall be resolved according to the laws of the State of California, United States of America, without giving effect to that state's principles of conflicts of laws. The federal and state courts in Los Angeles County, California shall have exclusive jurisdiction over all claims.

## **XIII. INTERNET PRIVACY AND SECURITY**

The Privacy Notice is available on the Website at [Inssada.com](http://Inssada.com). This Privacy Notice may change from time to time, so review it with regularity and care. The Privacy Notice governs how the information that you provide to and the data from your use of the Website may be collected, used, disclosed and shared. By using the Website, you consent to this collection, use, disclosure and sharing as described in the Privacy Notice.

Due to the design of the internet, we cannot guarantee that communications between you and CJ ENM Co., LTD. will be free from unauthorized access by third parties or will be 100% secure. By agreeing to these Terms, you expressly agree that your use of the Website is at your sole risk, and you agree that CJ ENM Co., LTD. shall not be liable if a security breach occurs or if the Website is unavailable, except as required by law.

## **XIV. TERMINATION**

CJENM Co., LTD. may suspend or terminate your access to all or any part of the Website at any time and for any reason, including for violation of these Terms. In the event of termination, you are no longer authorized to access the Website, and you shall have no recourse and CJENM Co., LTD. shall have no liability as a result of any such termination. All provisions of these Terms relating to warranties, proprietary rights, and limitation of liability shall remain effective despite such termination.

## **XV. CONTACT US**

Any questions regarding these Terms should be directed to [admin@inssada.com](mailto:admin@inssada.com).

**Effective Date: September 09, 2021**