

# Terms of Use

## jasonbarnard.com

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### Intro

Jason Barnard (“**we**”) welcomes you (“**you**”). These Terms of Use (“**Terms**”) apply to our website, available following the link [jasonbarnard.com](https://jasonbarnard.com) (“**Website**”).

Our [Privacy Notice](#) describes our collection and use of personal data connected to your access to and use of the Website.

By accessing the Website, you confirm that you have read, understood, and agree to be bound by these Terms. If you do not agree with these Terms, you are not permitted to access the Website and must discontinue doing so.

If you have any questions or comments about these Terms, please [contact us](#).

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## About us

Name	Jason Barnard
Address	56 Ave du General Michel Bizot, 75012, Paris
Email	<a href="mailto:jason@kalicube.pro">jason@kalicube.pro</a> or <a href="mailto:jason@jasonbarnard.com">jason@jasonbarnard.com</a> – for general and privacy inquiries

Please note that we may not respond to offensive emails or messages. We kindly ask you to be polite during your communication with us.

## Entire agreement

### In brief:

- *This is an agreement between us and users of the Website.*
- *By accessing the Website, you agree to comply with these Terms and applicable laws and regulations.*
- *You have to have full legal capacity to use the Website.*

These Terms and [Privacy Notice](#) constitute the entire legally binding agreement between us and users of the Website.

By accessing the Website, you declare and confirm that:

- you have read, understand, and have the legal capacity to, and with this agree to be legally bound by and to comply with these Terms in full;
- you are 16 years of age or older, have full legal capacity and are not restricted otherwise (otherwise, you can access and use the Website exclusively under the supervision of a parent or guardian);
- according to the laws of your local jurisdiction, you are eligible to enter into this agreement and have no restriction to access and use the Website;
- you shall continuously comply with these Terms and all applicable laws and regulations each time you access the Website.

## Website use

### In brief:

- *You can learn more about our personal stuff, fields of expertise, and more, on the Website.*
- *All materials provided on the Website are for informational purposes only and shall not be deemed as a consultation of any kind, call to any action in any manner or provision of any consulting services themselves.*
- *If you are interested in getting our professional consultation, please contact us.*

## Personal stuff

You can learn more about Jason Barnard's path from a punk childhood with sheep and cows to The Brand SERP Guy stage, digital nomadism, personal education and creativity, occupations, companies founded, and much more of the personal stuff via the articles, podcast records, and other materials on the Website.

Please note that a lot of the materials are available via the link to [third-party websites and services](#).

## Digital marketing

Digital marketing is the subject area of our expertise. You can find a lot of materials on the Website dedicated to this topic.

Please note that all materials provided on the Website regarding digital marketing are for informational purposes only and shall not be deemed as a consultation of any kind, call to any action in any manner, or provision of any consulting services themselves. Therefore, we do not provide any guarantees or warranties in that regard. Please read the "[Warranties and disclaimers](#)" section to learn more and avoid any doubts.

If you are interested in getting a professional consultation in digital marketing or cooperating with us in any other way, please [contact us](#), and we will discuss the available commercial terms.

## Podcasts

Our Website or the referred web pages let you witness the talks of Jason Barnard with the smartest people in the industry of marketing, brand-related topics they know inside out, and so on.

Every conversation digs into the guests' specialist digital marketing topic and then delves into how that fits with branded search.

Please do not forget that all of the podcasts are for informational purposes only. So, read the "[Warranties and disclaimers](#)" section to learn more and avoid any doubts.

If you are interested in getting a professional consultation in digital marketing or cooperating with us in the other manner, please, [contact us](#), and we will discuss the available commercial terms.

## Music groups

We would like to share the story of our path as a musician, which includes 800 live concerts, 150 song recordings, 6 albums... and lots of fun!

Subscribe to [our YouTube channel](#), and please do not forget about the copyright protection while accessing or using any materials on or via our Website.

## Boowa & Kwala

You can learn more about Boowa & Kwala, the main characters of a fictional universe created by Véronique Barnard and Jason Barnard, on the Website.

Please visit [their website](#) to interact with them some more!

## Support for Ukraine

Using the link in the header of the Website, you can be redirected to the website of the National Bank of Ukraine, which opens a special account to raise funds for Ukraine's Armed Forces.

You are free to donate to the defenders of their homes and the whole of Europe.

## Third-party websites and services

### In brief:

- *We are not liable for and cannot guarantee the uninterrupted operation of the Website's features that depend on the third-party websites and services and the security, integrity, and reliability of such websites and services themselves, as we do not control, own, or manage them.*

The Website may depend on or contain links to other websites and services.

The access and use of the other websites and services we own or manage are subject to the relevant terms of use, software as a service agreement, or any other equivalents published on such websites and services and are not governed by these Terms.

The access and use of the other websites and services we do not control are governed by third parties and do not fall under these Terms.

We are not responsible for the content, functions, and services offered through third-party websites or services and for any loss, damage, or other liabilities incurred as a result of your use of such websites, services, and their content or functions. We do not control the features available or accessed through them.

You acknowledge that other terms of use, software as a service agreement, any other equivalent, and privacy notices or their equivalents apply to your use of third-party websites, services, and their content or functions.

## Content and intellectual property

### In brief:

- *We own or have a relevant license to the Content.*
- *We give you the right to use the Website and access the Content under these Terms.*
- *By submitting the Feedback about our Website or Content, you grant us the right to use and publicly display the feedback for marketing, advertising, and other purposes.*

The Website is owned and managed by us.

The Website and the materials in the Website, including text, graphics, information, images, drawings, trademarks, logos, videos, sounds, music, software, and other materials accessible or downloadable from the Website (collectively, – “**Content**”), as well as copyright and other intellectual property rights to such Content, belong to us or is included in the Website with the consent of the relevant owners or rights holders.

Subject to your continuous compliance with these Terms, we grant you a limited, temporary, personal, non-exclusive, non-sublicensable, revocable, non-transferable, and worldwide license to access and use the Website and Content via the device or devices you lawfully own or control in the manner provided for in these Terms, only for your personal non-commercial or internal business purposes.

We may provide upgrades, modifications, updates, or additions to the Website or Content. The terms of this license shall apply to any such modification unless a separate license accompanies it.

The Content, or any elements thereof, shall not be used in any manner without our or relevant owners' or rights holders' prior written consent in any manner not provided by these Terms.

**Under this license, you shall not:**

- sell, lease, rent, license, sublicense, or otherwise distribute the Content;
- copy, decompile, disassemble, translate, or reverse engineer the Content, in whole or in part;
- reproduce, publish, transmit, write, or develop any derivative intellectual property objects, make an attempt to derive the source code of the Website, relevant Content, or their updates;
- provide, disclose, divulge, or make available to, or permit the use of the Content by any third party without our prior written consent or in a manner not provided in these terms;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by us or any of our providers or any other third party to protect the Website or Content;
- use the Website or Content for sending spam, opt-in or unsolicited email, port scanning, scanning for open proxies or open relays, attacking in any way, shape, or form any other computer or network;
- use the Website or Content for illegal purposes or in any manner that is not provided under the license;
- change or delete any ownership notices from the Website or Content available or downloaded or printed from the Website.

Your license to access and use the Website shall be automatically revoked if you violate these Terms. We reserve all rights not expressly stated in these Terms.

We will enforce our intellectual property rights and use any remedy available under the applicable law.

## **Your feedback**

We appreciate any of your feedback and comments regarding our Website or any Content (collectively, – **"Feedback"**).

Please note that by submitting the Feedback to us directly or via any platform or social media, you:

- grant us a worldwide, nonexclusive, royalty-free, perpetual, revocable, transferable, assignable, and sub-licensable (through multiple tiers) license and right to copy, reproduce, use, modify, adapt, distribute, publish, translate, create derivative works from, distribute, and publicly display, including online, such Feedback on our websites, social media accounts, our marketing, advertising, or any other informational communications distributed via email or otherwise, and in any other media, including for marketing and advertising purposes, and otherwise exploit such Feedback regardless of when and in what manner you provided it. You grant us the right to use and refer to the name or username that you submit in connection with such Feedback. For this

reason, we ask that you not submit any Feedback or delete any existing one that you do not wish to license to us as set herein;

- agree and acknowledge that you are solely responsible for the information in your Feedback;
- represent and confirm that you were not asked, instructed, or commissioned to submit fake or misleading reviews and endorsements or misrepresent your experience;
- represent and warrant that the use of your Feedback does not violate any third party's rights;
- expressly release and discharge us, our affiliates, sublicensees, successors, and assignees from all liability, claims, and demands arising out of or in any way connected to our exercise of the rights granted under the license provided herein, including without limitation, any liability based on rights of publicity, invasion of privacy and other civil rights, moral rights, and copyright infringement.

Please [contact us](#) to request to refrain from or discontinue our use of your Feedback at any time.

The Feedback appearing on our websites, social media accounts, and marketing, advertising, and other communication reflects the individual experience of their authors. We do not claim, nor should the reader assume, that any individual experience recounted is typical or representative of what any other user might experience.

## Warranties and disclaimers

### In brief:

- *The Website and Content are provided to you "as are."*
- *We do not promise that the Website will function uninterruptedly as provided in these Terms and disclaim all other warranties.*
- *If the Website's software malfunctions, we will make every commercially reasonable effort to resume its correct operation.*

The Website and Content are provided to you "as are."

We do not provide you with any promises that your business will reach any key performance indicators or any other results as a consequence of any access or use of the materials on our Website.

By accessing the Website, you declare and confirm that you are duly informed, aware of, and have no claims, demands, or objections that any of your business activity is conducted at your own risk and all results of any access or use of the materials on our Website is implemented solely at your own discretion and under your sole responsibility.

To the fullest extent permitted by law, we disclaim all warranties concerning the Website, its functionality, Content, and any information published on the Website, including, without restrictions, warranties of fitness for a particular purpose, merchantability, and non-infringement of intellectual property rights of third parties or other rights.

We make no promises or guarantees regarding the accuracy, usefulness, reliability, and correctness of the Website, Content, and information included in the Website and Content or published there.

We do not warrant that the operation of the Website will be uninterrupted or secure, that any defects will be corrected, or that they will be free of viruses or other harmful elements.

We do our best to keep your data safe and secure and maintain the Website's functionality. However, the Website may be unavailable for various factors beyond our control, including emergencies, third-party service failures, hacker attacks, transmission, equipment or network problems or limitations, interference, and signal strength, and may be interrupted, refused, limited, or curtailed.

We are not responsible for data loss or the inability to use the Website or Content caused due to the above.

## Limitation of liability

**In brief:**

- *We are not liable for any loss or damage caused by your use or inability to use the Website or Content or otherwise arising under these Terms.*
- *We are not liable for any consequences of the implementation and application of the results of any access or use of the materials on our Website in your personal or business activity.*

## Our liability

To the fullest extent permitted under the applicable law, we shall not be held responsible if any information, materials, or Content is available through the Website or any typographical errors or omissions in the text or other materials.

In no event shall we, our affiliates, our subcontractors, or any other team members be liable for any direct, indirect, incidental, special, consequential, or incidental damages, including lost profits, loss of data, or damage to property, related to the use or inability to use the Website or Content. We, our affiliates, our subcontractors, or any other team members shall not be liable for damage caused by the use of information obtained through the Website or Content, as well as as a result of errors, defects, and interruptions in the Website, even if we were notified of such damage.

We are not liable for any results of your implementation and application of the results of any access or use of the materials on our Website in your personal or business activity.

The above disclaimer applies to the fullest extent permitted by applicable law.

## Your liability

You agree to be liable for your compliance with these Terms while accessing or using the Website or Content.

## Indemnification

**In brief:**

- *If you violate these Terms, misuse the Website or Content, or violate any law or third party's rights, you agree to indemnify and defend us.*

You agree to defend, indemnify and hold harmless us, or our employees, contractors, subcontractors, vendors and all other counterparties from and against all claims, responsibility, damages, losses, and expenses, including reasonable legal and accounting expenses, arising from:

- any breach by you of any of these Terms;
- your use or misuse of the Website or Content;
- any violation by you of applicable law, third party's intellectual property or other rights, any agreement or terms with a third party to which you are subject.

We reserve the right to handle our legal defence however we see fit, including instances when you indemnify us. Therefore, you agree to cooperate with us to execute our strategy.

## Applicable law and jurisdiction

### In brief:

- *The laws of the French Republic govern these Terms.*
- *We hope to resolve all the issues by amicable means, but if a serious dispute arises between us, it must be resolved in the national courts of the French Republic.*

These Terms shall be exclusively governed by and construed under the laws of the French Republic, excluding its rules on conflict of laws.

Except where prohibited by applicable law, and without limitation to any statutory rights of consumers, you agree that any dispute, conflict, claim, or controversy directly or indirectly arising out of in connection with or relating to the Website, Content, or these Terms, including, without limitation, those relating to its validity, its construction, or its enforceability shall be resolved through amicable negotiations directly with us following the principles of good faith and cooperation.

If we cannot reach a consensus through negotiations, the dispute shall be settled exclusively in the national courts of the French Republic, subject to its jurisdiction rules, with the applicable substantive law of the French Republic.

All claims shall be brought within one (1) year after the claim arises, except to the extent that a more extended period is required by applicable law.

## Electronic communications

By using the Website and providing us with your contact information, you understand and agree that we may send you recommendations and information via email regarding, without limitation:

- your use of the Website or Content;
- updates of the Website and these Terms.

Note, however, that some email messages may be more “commercial” in nature than others, as they may advertise our services or offers we believe you may be interested in. You may unsubscribe from receiving these emails from us by following the instructions provided in such communications.

You can read more about the rules of personal data processing in our [Privacy Notice](#).



## Termination

### In brief:

- *To terminate this agreement with us, you have to stop accessing and using the Website or Content in any manner.*
- *We are entitled to terminate your access to the Website or Content if you violate these Terms.*

### Termination by us

We reserve the right at our sole discretion to modify, suspend, or discontinue the Website, Content, features or offers available via the Website at any time. You agree that we shall not be liable to you or any third party should any of the preceding occur.

We reserve the right to take whatever lawful actions we may deem appropriate in response to actual or suspected violations of these Terms, including, without limitation, the suspension or termination of your license (in whole in particular part) and access to the Website and Content.

We will cooperate with legal authorities or third parties to investigate any suspected or alleged crime or civil wrong.

### Termination by you

You may terminate this agreement with us by stopping accessing and using the Website or Content in any manner.

If you terminate this agreement, all permissions and licenses under these Terms will immediately terminate.

## Miscellaneous

We reserve the right to transfer our rights and obligations under these Terms to a third party, but this will not affect your rights or our obligations under these Terms.

We reserve the right to modify these Terms at any time at our sole discretion. If material changes affect your use of the Website, we'll notify you before the changes' effective date via the website or otherwise at our sole discretion. If you continue to use the Website, you agree to the updated version of these Terms.

If any provision of these Terms is recognized unlawful, void, or unenforceable by a relevant authority, the remaining provisions will remain valid and enforceable.

A printed version of these Terms shall be admissible in judicial or administrative proceedings based on or relating to the use of the Website to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.