

Jabo Communications

Acceptable Use Policy

The Jabo Communications website, www.jabocomm.com, is owned and operated by Jabo Communications ("Site"). You should not access this Site or use our services until you have carefully read and agreed to this Acceptable Use Policy ("AUP").

Use of this Site

By using this Site, you and other users of the Site agree to this AUP which is effective as of the date posted above. If you do not agree to this AUP, you may not access or use the Site. We may modify the AUP from time to time without notice to you, so please check this AUP periodically for modifications. If we make material changes to the AUP we will post the revised AUP and the revised effective date on this Site. By using the Site following any modifications to the AUP, you agree to be bound by such modifications.

Jabo Communications provides you with access to and use of the Site subject to your compliance with the AUP. No material from the Site may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way, except for as specifically allowed in the Site.

User age and access. By submitting information through this Site you represent that you are over the age of 18.

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In turn, you grant us a non-exclusive, royalty-free license to use any content you post on the Site for any purpose, subject to the express terms of this AUP.

Rules and Limits on and Modifications to the Site

We reserve the right, for any reason, in our sole discretion and without notice to you, to terminate, change, suspend or discontinue any aspect of the Site, including, but not limited to, information, data, text, music, sound, photographs, graphics, video, messages or other materials ("Content"), features and/or hours of availability, and we will not be liable to you or to any third party for doing so. We may also impose rules for and limits on use of the Site or restrict your access to part, or all, of the Site without notice or penalty. We have the right to change these rules and/or limitations at any time, in our sole discretion.

Modem and Fax Communication

Due to the nature of IP transport, fax and modem-based communications are carried and supported on a Best-Effort basis at this time.

Abusable Resources

Upon notification of the existence of an abusable resource (e.g., open news server, unsecured mail relay, or smurf amplifier), the customer shall immediately take all necessary steps to avoid any further abuse of such resource. Any abuse of an open resource that occurs after the customer has received such notification shall be considered a violation of this policy and enforced as such.

Specific Prohibited Uses.

The Site may be used only for lawful purposes by individuals using authorized services of Jabo Communications. You are responsible for your own communications, including the upload, transmission and posting of information, and are responsible for the consequences of their posting on or through the Site. Jabo Communications specifically prohibits any use of the Site, and requires all users to agree not to use the Site, for any of the following:

- a. Posting any information which is incomplete, false, inaccurate or not your own;

- b. Impersonating another person;
- c. Constituting or encouraging conduct that would constitute a criminal offense, giving rise to civil liability or otherwise violate any city, state, national or international law or regulation (including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations) or which fails to comply with accepted Internet protocol;
- d. Posting material that is copyrighted or otherwise owned by a third party unless you are the copyright owner or have the permission of the owner to post it;
- e. Posting material that reveals trade secrets, unless you own them or have the permission of the owner;
- f. Posting material that infringes on any other intellectual property, privacy or publicity right of another;
- g. Transmitting or transferring (by any means) information or software derived from the site to foreign countries or certain foreign nations in violation of US export control laws;
- h. Attempting to interfere in any way with the Site's or Jabo Communications' networks or network security, or attempting to use the Site's service to gain unauthorized access to any other computer system or generate excessive network traffic through the use of automated or manual routines that are not related to ordinary personal or business use of Internet services;
- i. Installing or distributing "pirated" or other software products that are not appropriately licensed for use by customer;
- j. Reselling Jabo's products and services without the express prior written consent of Jabo; or
- k. Engaging in any deceptive marketing practices.

Security Rules.

Violations of system or network security may result in civil or criminal liability. Jabo Communications will investigate occurrences and may involve, and cooperate with, law enforcement authorities in prosecuting the user or users who are involved in such violations. You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, the following:

- a. Accessing data not intended for such user, logging into a server or account which user is not authorized to access or executing any form of network monitoring that will intercept data not intended for such user;
- b. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- c. Attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding", "mailbombing" or "crashing"; or sending unsolicited e-mail, including promotions and/or advertising of products or services,;
- d. Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting;
- e. Using any program/script/command, or sending messages of any kind, designed to interfere with, or to disable a user's terminal session;
- f. Failing to comply with Jabo's procedures relating to the activities of customers on Jabo-owned facilities;

- g. Furnishing false or incorrect data on the order form contract (electronic or paper) including fraudulent use of credit card numbers or attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization or other methods to document "use" of Jabo's products or services;
- h. Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material, who were not previous customers of the customer or with whom the customer does not have an existing business relationship (e.g., E-mail "spam"); or distributing, advertising or promoting software or services that have the primary purpose of encouraging or facilitating unsolicited commercial E-mail or spam;
- i. Engaging in harassment, whether through language, frequency, or size of messages;
- j. Using or forging of mail header information without authorization;
- k. Soliciting mail or any other E-mail address other than that of the poster's account or service, with the intent to harass or collect replies;
- l. Creating or forwarding "chain letters" or other "pyramid schemes" of any type; or
- m. Using unsolicited E-mail originating from within the Jabo network or networks of other Internet Service Providers on behalf of or to advertise any service hosted by Jabo or connected via the Jabo network.

Privacy Policy: User Information

In the course of your use of the Site, you may be asked to provide certain information to us. Our use of any information you provide via the Site shall be governed by our Privacy Policy. We urge you to read our Privacy Policy. You acknowledge and agree that you are solely responsible for the accuracy and content of such information.

International Use

We control and operate the Site from our offices in the United States of America, and all information is processed within the United States. We do not represent that materials on the Site are appropriate or available for use in other locations. Persons who choose to access the Site from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

You agree to comply with all applicable laws, rules and regulations in connection with your use of the Site. Without limiting the generality of the foregoing, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

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Links from and to the Site

You may be able to link to third party websites ("Linked Sites") from the Site. Linked Sites are not, however, reviewed, controlled or examined by us in any way and we is not responsible for the content, availability, advertising, products, information or use of user information or other materials of any such Linked Sites, or any additional links contained therein. These links do not imply our endorsement of or association with the Linked Sites. It is your sole responsibility to comply with the appropriate terms of service of the Linked Sites as well as with any other obligation under copyright, secrecy, defamation, decency, privacy, security and export laws related to the use of such Linked Sites and any content contained thereon. In no event shall Jabo Communications be liable, directly or indirectly, to anyone for any loss or damage arising from or occasioned by the creation or use of the Linked Sites or the information or material accessed through these Linked Sites. You should direct any concerns to that site's administrator or Webmaster. We reserve the exclusive right, at our sole discretion, to add, change, decline or remove, without notice, any feature or link to any of the Linked Sites from the Site and/or introduce different features or links to different users.

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Indemnity

You agree to defend, indemnify and hold Jabo Communications, its directors, officers, employees, agents and affiliates harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees, in any way arising from, related to or in connection with your use of the Site, your violation of the AUP or the posting or transmission of any materials on or through the Site by you, including, but not limited to, any third party claim that any information or materials you provide infringes any third party proprietary right.

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YOU UNDERSTAND AND AGREE THAT:

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Electronic Communications Privacy Act Notice

Jabo makes no guarantee of confidentiality or privacy of any information transmitted through or stored upon Jabo technology, and makes no guarantee that any other entity or group of users will be included or excluded from Jabo's network. In addition, Jabo may periodically monitor transmissions over its network for maintenance, service quality assurance or any other purpose permitted by the Electronic Communications Privacy Act, P.L. No. 99-508, as amended

Applicable Law/Jurisdiction

You agree that the laws of the state of Texas, excluding its conflicts-of-law rules, shall govern this AUP. Please note that your use of the Site may be subject to other local, state, national, and international laws.

You expressly agree that exclusive jurisdiction for resolving any claim or dispute with Jabo Communications or relating in any way to your use of the Site resides in the state and federal courts of Dallas County, Texas, and you further agree and expressly consent to the exercise of personal jurisdiction in the state and federal courts of Dallas County, Texas.

Consent to Processing

By providing any personal information to the Site, all users, including without limitation users in the European Union, fully understand and unambiguously consent to the collection and processing of such information in the United States.

General Information

The AUP constitutes the entire agreement between you and Jabo Communications and govern your use of the Site, superseding any prior agreements between you and Jabo Communications. You also may be subject to additional terms and conditions that are applicable to certain parts of the Site.

You agree that no joint venture, partnership, employment, or agency relationship exists between Jabo Communications and you as a result of this AUP or your use of the Site.

Any claim or cause of action you may have with respect to Jabo Communications or the Site must be commenced within one (1) year after the claim or cause of action arose.

The failure of Jabo Communications to exercise or enforce any right or provision of the AUP shall not constitute a waiver of such right or provision. If any provision of the AUP is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the AUP remain in full force and effect.

You may not assign the AUP or any of your rights or obligations under the AUP without our express written consent.

The AUP inures to the benefit of our successors, assigns and licensees. The section titles in the AUP are for convenience only and have no legal or contractual effect.

Notices

Notices to you may be made via either email or regular mail. The Site may also provide notices of changes to the AUP or other matters by displaying notices or links to notices to you on the Site.

Contacting Us

To contact us with any questions or concerns in connection with this AUP or the Site, or to provide any notice under this AUP to us please go to [Contact Us](#).

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