

Terms of Use

Agreement Between User & Jade Communications

The Jade Communications ("Jade") website found ("gojade.org") is comprised of various web pages operated by Jade. The Jade Website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Jade Website constitutes your agreement to all such terms, conditions, and notices.

Modification of the Terms of Use

Jade reserves the right to change the terms, conditions, and notices under which the Jade Website is offered including, but not limited to, the charges associated with the use of the Jade Website.

Links to Third Party Sites

The Jade Website may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Jade, and Jade is not responsible for the contents of any Linked Sites including, without limitation, any link contained in a Linked Site or any changes or updates to a Linked Site. Jade is not responsible for webcasting or any other form of transmission received from any Linked Site. Jade is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Jade of the site or any association with its operators.

No Unlawful or Prohibited Use

As a condition of your use of the Jade Website, you warrant to Jade that you will not use the Jade Website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Jade Website in any manner which could damage, disable, overburden, or impair the Jade Website or interfere with any other party's use and enjoyment of the Jade Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Jade Website.

Use of Communication Services

The Jade Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and materials that are proper and related to the Communication Services. By way of example, and not as a limitation, you agree that when using the Communication Services, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.

- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of the Communication Services that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for the Communication Services.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

Jade has no obligation to monitor the Communication Services. However, Jade reserves the right to review materials posted to such Communication Services and to remove any materials in its sole discretion. Jade reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Jade reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Jade 's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in the Communication Services. Jade does not control or endorse the content, messages or information found in the Communication Services and, therefore, Jade specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in the Communication Services. Managers and hosts are not authorized Jade spokespersons, and their views do not necessarily reflect those of Jade .

Materials uploaded to the Communication Services may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

Materials Provided to Jade or Posted at any Jade Website

Jade does not claim ownership of the materials you provide to Jade (including feedback and suggestions) or post, upload, input or submit to any Jade Website or its associated services (collectively, "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submissions you are granting Jade , its affiliated companies and necessary sub-licensees permission to use your Submissions in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submissions. No compensation will be paid with respect to the use of your Submissions as provided herein. Jade is under no obligation to post or use any Submissions you may provide and may remove any Submissions at any time in Jade 's sole discretion.

By posting, uploading, inputting, providing or submitting your Submissions you warrant and represent that you own or otherwise control all of the rights to your Submissions as described in this section

including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

Indemnity

User agrees to indemnify and hold harmless Jade and its affiliates from any claim, liability, loss, damage, cost or expense including, without limitation, reasonable attorney's fees arising out of or related to use of the Service, any materials downloaded or uploaded through the Service, any actions taken in connection with use of the Service, any violation of any third party's rights, any violation of any law or any breach of this AUP. This section shall not be construed to limit or exclude any other claims or remedies that Jade may assert under these Terms of Use or by law.

Liability Disclaimer

The information, software, products, and services included in or available through the Jade website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Jade and/or its suppliers may make improvements and/or changes in the Jade website at any time. Advice received via the Jade website should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

Jade and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the Jade website for any purpose.

To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. Jade and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

To the maximum extent permitted by applicable law, in no event shall Jade and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Jade website, with the delay or inability to use the Jade website or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the Jade website, or otherwise arising out of the use of the Jade website, whether based on contract, tort, negligence, strict liability or otherwise, even if Jade or any of its suppliers has been advised of the possibility of damages. Because some states/ jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the Jade website, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Jade website.

Service contact: btc@gojade.org

Termination/Access Distribution

Jade reserves the right, in its sole discretion, to terminate your access to the Jade Website and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this Agreement is governed by the laws of the State of Kansas, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in Ellis County, Kansas, U.S.A. in all disputes arising out of or relating to the use of the Jade Website. Use of the Jade Website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions including, without limitation, this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Jade as a result of this Agreement or use of the Jade Website. Jade 's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of Jade 's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Jade Website or information provided to or gathered by Jade with

respect to such use. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, 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 remainder of the Agreement shall continue in effect. Unless otherwise specified herein, this Agreement constitutes the entire agreement between the user and Jade with respect to the Jade Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Jade with respect to the Jade Website. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this Agreement and all related documents be drawn up in English.

Copyright and Trademark Notices

All contents of the Jade Website are: Copyright 2019 by Jade and/or its suppliers. All rights reserved.

Net Neutrality

Network neutrality, or more simply net neutrality, is the principle that Internet service providers should treat all transmission of data over the Internet equally and not discriminate or charge differently based on user, content, website, platform, application, type of equipment, or method of communication. Jade Communications treats all transmissions of data over the internet equally.

Trademarks

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Notices and Procedure for Making Claims of Copyright Infringement

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE. See Notice and Procedure for Making Claims of Copyright Infringement.