

# JANUS REMOTE COMMUNICATIONS ACCEPTABLE USE POLICY

This Acceptable Use Policy ("Policy") is intended to protect the availability, integrity, and reliability of devices and services ("Devices" and "Services") Janus Remote Communications offers to its customers who sign Device and/or Service Agreements ("Customers" or "you" or "your").

This Policy sets forth guidelines and requirements governing or affecting the use of the Janus Remote Communications resources by Customers.

## ACCEPTANCE OF THIS POLICY

Your use of and continued use of Janus Remote Communications Devices and Services constitutes your acceptance of the Acceptable Use Policy in effect for the duration of your use. This Policy is considered a material part of your product and/or service agreement with Janus Remote Communications. You agree not to use our Services or Devices in violation of our Policy.

## MODIFICATIONS TO THIS POLICY

Janus Remote Communications reserves the right to modify this policy at any time, effective immediately upon posting of the modification on the Janus Remote Communications website, or on being mailed to Customers, whichever is earlier. You agree to comply with such modifications and are advised to review the Janus Remote Communications website periodically to be aware of changes.

## CUSTOMER ACCOUNT INFORMATION

Janus Remote Communications requires that each Customer maintain accurate, complete, and updated account and authorized contact information.

## LIMITATIONS OF SERVICES

Janus Remote Communications Devices and Services will not function in the event of power failure because the hardware requires power. Accordingly, in the event of an outage, the Services will not function except over the POTS line that is maintained by the Customer. Should there be an interruption in the power supply, the Services will not function until power and service is fully restored. A power failure or disruption may require you to reset or reconfigure equipment prior to continuing Service.

**BY USING OUR SERVICES, YOU ACKNOWLEDGE AND UNDERSTAND THAT DURING A POWER FAILURE OR UPON CANCELLATION OF THIS AGREEMENT, ENHANCED 911 (E911) SERVICES MAY NOT WORK. THE DEVICES PROVIDED BY JANUS REMOTE COMMUNICATIONS ARE NOT EQUIPPED WITH BATTERY BACKUP. IT IS YOUR RESPONSIBILITY TO ENSURE ADEQUATE BACKUP POWER IS PROVIDED FOR SERVICE CONTINUITY DURING A POWER OUTAGE, AS USERS WOULD OTHERWISE BE UNABLE TO USE THE SERVICES, INCLUDING E911, WHEN POWER IS UNAVAILABLE. CALLS USING THE SERVICE, INCLUDING CALLS TO E911, MAY NOT BE COMPLETED IF THERE IS A PROBLEM WITH NETWORK FACILITIES, INCLUDING NETWORK CONGESTION, NETWORK/EQUIPMENT/POWER FAILURE OR OTHER TECHNICAL PROBLEMS.**

## ENFORCEMENT OF THIS POLICY

JANUS REMOTE COMMUNICATIONS MAY, IN ITS SOLE DISCRETION, SUSPEND OR TERMINATE THE PROVISION OF THE SERVICES OR ANY PART THEREOF TO A CUSTOMER AT ANY TIME AND WITHOUT WARNING FOR ANY VIOLATION OF ANY PART OF THIS POLICY. JANUS REMOTE COMMUNICATIONS PREFERS TO ADVISE CUSTOMERS OF INAPPROPRIATE BEHAVIOR AND ANY NECESSARY CORRECTIVE ACTION, AND THEREFORE TERMINATION IS NOT OUR FIRST CHOICE. HOWEVER, CONTINUING OR FLAGRANT VIOLATIONS OF THE POLICY, PARTICULARLY THOSE THAT ADVERSELY IMPACT OTHERS, WILL CAUSE JANUS REMOTE COMMUNICATIONS TO ACT IMMEDIATELY, AND MAY LEAD TO TERMINATION OF SERVICE. OUR FAILURE TO ENFORCE THIS POLICY, FOR WHATEVER REASON, SHALL NOT BE CONSTRUED AS A WAIVER OF OUR RIGHT TO DO SO AT ANY TIME.

## PROHIBITED ACTIONS

Customer must use the Devices and Services only in a manner that, as determined in Janus Remote Communication's sole discretion, are consistent with the purposes of such Devices and Services. Customer shall not engage in any activity (whether legal or illegal) that results in harm to Janus Remote Communications, our Devices or Services, any Customer or third party, or any other customer's use or enjoyment of the Devices and Services.

A Customer will be deemed in violation of this Policy if Janus Remote Communications determines, in its sole discretion, that any action of Customer, in connection with the use of the Devices and Services is: (a) inconsistent with the purposes of such Devices and Services or (b) violates any local, state, federal or international law, statute, agency decision, regulation, ordinance, executive order or any other legally binding governmental directive.

**INDIRECT OR ATTEMPTED VIOLATIONS OF THIS POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON ANY CUSTOMER'S BEHALF, WILL BE DEEMED VIOLATIONS OF THE POLICY BY SUCH CUSTOMER.**

The following are some, but not all, of the actions that constitute a material breach of this Policy and are prohibited under this Policy if taken: (a) in connection with Customer's use of the Services or (b) in any other manner that results in harm to Janus Remote Communications, the Devices and Services, or any Customer or third party (as determined solely by Janus Remote Communications):

1. Any activity which violates any local, state, or federal law;
2. Any activity that violates the rules, regulations and policies of any network, server, website, database or service provider that is accessed through the Customer's Janus Remote Communications account;
3. Any activity which is defamatory, fraudulent, indecent, offensive or deceptive;
4. Any activity which threatens, harasses, abuses or intimidates others;
5. Any activity which causes damages to, including the name or reputation of, Janus Remote Communications, its affiliates and/or subsidiaries, and/or third party providers;
6. Any purposes which are not consistent with the Customer' Agreement(s) with Janus Remote Communications;
7. Any activity which interferes with other Customers' use of the Devices and Services provided by Janus Remote Communications;
8. Fraudulent activity, including misrepresenting oneself to harm others, impersonating others; or
9. Attempting to interfere with service to any user, host, or network ("denial of service attacks").

Janus Remote Communications Devices and Services are for the exclusive use of the Customer, and Customer is explicitly prohibited from any resale, assignment, transfer, relicense, subdivision, structuring for access by multiple parties, or other sharing or allocation for use by others without Janus Remote Communication's prior written consent.

## WARRANTIES AND LIMITATION OF LIABILITY

ALL SERVICES AND DEVICES PROVIDED BY JANUS REMOTE COMMUNICATIONS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. JANUS REMOTE COMMUNICATIONS MAKES NO EXPRESS OR IMPLIED WARRANTY TO THE CUSTOMER, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, TITLE, NON-INFRINGEMENT, MERCHANTABILITY, COMPLETENESS, OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE SERVICES OR DEVICES PROVIDED TO YOU, ALL SUCH WARRANTIES HEREBY BEING EXPRESSLY EXCLUDED AND DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

JANUS REMOTE COMMUNICATIONS DOES NOT WARRANT THAT THE SERVICES ARE ERROR-FREE OR WILL OPERATE WITHOUT PACKET LOSS OR INTERRUPTION NOR DOES JANUS WARRANT THE RELIABILITY OF ANY CONNECTION TO OR ANY TRANSMISSION OVER NETWORKS OR THE INTERNET. CUSTOMER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES AND THE DEVICES.

JANUS REMOTE COMMUNICATIONS PROVIDES SERVICES ON A COMMERCIALY REASONABLE BASIS AND DOES NOT GUARANTEE THAT CUSTOMERS WILL BE ABLE TO ACCESS THE SERVICE AT ALL TIMES OR LOCATIONS OF CUSTOMER'S CHOOSING.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT JANUS REMOTE COMMUNICATIONS'S LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY IS LIMITED TO THE INSTALLATION CHARGES FOR THE SERVICES AND DEVICES PROVIDED AS FURTHER DESCRIBED IN THE MASTER SERVICE AGREEMENT.

## MISCELLANEOUS

This Policy shall be governed by the laws of the State of Illinois. If any court of law or arbitrator, having the jurisdiction to decide on this matter, rules that any provision of this Policy is invalid, then that provision will be removed from the Policy without affecting the rest of the terms contained therein. The remaining provisions of the Policy will continue to be valid and enforceable. This Policy, Janus Terms and Conditions, Service Order Agreement, and all posted policies and agreements at the Janus website ([www.janus-rc.com](http://www.janus-rc.com)) constitute the entire agreement between Janus Remote Communications and the Customer with respect to the use of the Services and products.