### JMAA.COM TERMS AND CONDITIONS OF USE

Thank you for visiting our Web site. Please read these Terms and Conditions of Use carefully. By accessing this Web site, you are acknowledging and agreeing to all the terms, conditions, notices, and disclaimers contained herein and in Jackson Municipal Airport Authority's ("JMAA") Internet Privacy Statement; which is incorporated herein by reference. If you do not agree to these Terms and Conditions of Use or the Privacy Statement, DO NOT ACCESS OR USE JMAA.com.

# **CHANGES TO THE TERMS AND CONDITIONS OF USE**

We may revise and update these Terms and Conditions of Use periodically at JMAA's sole discretion. All posted changes are effective immediately. Your continued use of the JMAA.com following the posting of revised Terms and Conditions of Use represents that you acknowledge and accept the changes. As such, check the Terms and Conditions of Use each time you use JMAA.com for updates.

### **OWNERSHIP**

JMAA.com and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection and arrangement thereof), are owned by the Jackson Municipal Airport Authority ("JMAA"), its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on JMAA.com; except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the JMAA.com for your own personal, non-commercial use, and not for further reproduction; publication; or distribution.

# You must not:

- Modify copies of any materials from this site.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the JMAA.com or any services or materials available through the JMAA.com.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of JMAA.com in breach of the Terms and Conditions of Use, your right to use JMAA.com will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to JMAA.com or any content on JMAA.com is transferred to you, and all rights not expressly granted are reserved by JMAA. Any use of JMAA.com that violates these Terms and

Conditions of Use is a breach of these Terms and Conditions of Use and may violate copyright, trademark, and other laws.

#### **TRADEMARKS**

The Jackson Municipal Airport Authority, the JMAA logo, and all related names, logos, product and service names, designs, and slogans are trademarks of JMAA or its affiliates or licensors. You must not use such marks without the prior written permission of JMAA. All other names, logos, product and service names, designs, and slogans on this JMAA.com are the trademarks of their respective owners.

### **PROHIBITED USES**

You may use the JMAA.com only for lawful purposes and in accordance with these Terms and Conditions of Use.

You agree not to use the JMAA.com:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To impersonate or attempt to impersonate JMAA, an JMAA employee, another user, or any other
  person or entity (including, without limitation, by using e-mail addresses associated with any of
  the foregoing).
- To engage in any other conduct that restricts or inhibits the use or enjoyment of JMAA.com by anyone, or which, as determined by JMAA, may harm JMAA or users of JMAA.com or expose them to liability.

# Additionally, you agree not to:

- Use JMAA.com in any manner that could disable, overburden, damage, or impair the site or interfere with the use of JMAA.com by any other person, including her/his ability to engage in real time activities through JMAA.com.
- Use any robot, spider, or other automatic device, process, or means to access JMAA.com for any purpose, including monitoring or copying any of the material on JMAA.com.
- Use any manual process to monitor or copy any of the material on JMAA.com or for any other unauthorized purpose without JMAA's prior written consent.
- Use any device, software, or routine that interferes with the proper working of JMAA.com.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of JMAA.com, the server on which JMAA.com is stored, or any server, computer, or database connected to JMAA.com.
- Attack JMAA.com via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of JMAA.com.

# **INFORMATION COLLECTED**

All information we collect on JMAA.com is subject to JMAA's Privacy Statement. By using JMAA.com, you consent to all actions taken by JMAA with respect to your information in compliance with the Privacy Statement.

#### TRANSMITTED MATERIAL

Internet transmissions are never completely private or secure. Any message or information you send to or through JMAA.com may be read on intercepted by others, unless it is encrypted. Sending a message to JMAA is done at your own risk.

# **INDEMNIFICATION**

You agree to defend, indemnify and hold harmless JMAA, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms and Conditions of Use or your use of JMAA.com, including, but not limited to, any use of the content therein other than as expressly authorized in these Terms and Conditions of Use or your use of any information obtained from JMAA.com.

### LIMITATION ON LIABILITY

In no event will JMAA, its affiliates, or their licensors, service providers, employees, agents, officers, or directors be liable for damages or any kind, under any legal theory, arising out of or in connection with your use and/or inability to use JMAA.com, any websites linked to it and/or any content on JMAA.com or such other websites linked to JMAA.com. Therefore, JMAA is not liable for damages of any type, including any direct, indirect special, incidental, consequential, or punitive damages, and damages for including, but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business, anticipated savings, loss of use, loss of goodwill, and loss of data, whether caused by tort (including negligence, breach of contract or otherwise), even if foreseeable. JMAA's Limitations on Liability is subject to and controlled by any applicable statutes, regulations, and/or ordinances of the United States, State of Mississippi, or City of Jackson, MS.

# **GOVERNING LAW AND JURISDICTION**

All matters relating to JMAA.com and these Terms and Conditions of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of Mississippi, without giving effect to any choice or conflict of law provision or rule (whether of the State of Mississippi or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms and Conditions of Use or JMAA.com shall be instituted exclusively in the United States District Court for the Southern District of Mississippi, Northern Division or the appropriate court of the State of Mississippi located in Rankin County, MS. However; JMAA retains the right to bring any suit, action, or proceeding for breach of these Terms and Conditions of Use in the country of residence of the person accessing or using or any other appropriate country. Persons accessing and using JMAA.com waive all objections to the exercise of

jurisdiction over them by the United States District Court for the Southern District of Mississippi, Northern Division and the appropriate Mississippi court located in Rankin County, MS and to venue of such courts.

#### **WAIVER AND SEVERABILITY**

No waiver of by JMAA of any term or condition set forth in these Terms and Conditions of Use shall be deemed a further and/or continuing waiver of such term and/or condition and/or a waiver of any other term and/or condition. Further, any failure of the JMAA to assert a right, claim, and/or objection under these Terms and Conditions of Use shall not constitute a waiver of such right, claim, and/or, objection.

If any provision of these Terms and Conditions of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms and Conditions of Use will continue in full force and effect.

# **ENTIRE AGREEMENT**

The Terms and Conditions of Use and JMAA's Privacy Statement constitute the sole and entire agreement between all persons accessing and/or using JMAA.com and Jackson Municipal Airport Authority with respect to the JMAA.com and supersede all prior and contemporaneous understandings, agreements, representations, and warranties (both written and oral) with respect to JMAA.com.

# **COMMENTS AND CONCERNS**

All feedback, comments, and/or requests for technical support and other communications relating to the JMAA.com should be emailed to: JMAA.Info@JMAA.com.