

GABJAR ONLINE SUBSCRIPTION AGREEMENT

1. INTRODUCTION

Welcome to GabJar! We start every new subscriber relationship with a contract. The following contract spells out what you can expect from us, and what we expect from you. If you agree to what you read below, you should click "Yes" at the end of the contract to acknowledge that you have agreed. We intend this to be the legal equivalent of your signature on a written contract, and equally binding. Only by clicking "Yes" will you be able to access and use the services available on this Website.

2. ACCESS AND SERVICES

You may change or discontinue your account at any time. We reserve the right to modify, suspend or terminate access to the service on our system at any time for any reason without notice, including the right to require you to change your login identification code or password. We also reserve the right to delete all program and data files associated with your account and/or other information you have on our system.

[See our website "[COUNTRIES SUPPORTED](#)" page]. This page indicates the countries and regions where GabJar is able to submit SMS notifications to your mobile phone. You are responsible for determining from your Mobile Service Provider if you are able to receive data to your mobile phone via a WAP service. If a WAP service is not provided by your Mobile Service Provider or is not supported by your mobile phone then you should not subscribe to any of the GabJar Mobile specific services. You are responsible for ensuring that your phone fully supports a MP3 playback function. Should your mobile phone not support a MP3 playback function, you should not subscribe to any of the GabJar Mobile specific services.

3. COSTS

GabJar is a FREE service. You can cancel your account at any time.

Any Mobile data costs associated with the data downloads you perform on your mobile phone will be charged to you by your Mobile Service Provider at their specified data transmission rates. Any internet data costs associated with the data downloads you perform will be charged to you by your Internet Service Provider at their specified data transmission rates. GabJar has no influence whatsoever regarding these personal costs you may incur.

4. SYSTEM RULES

You agree to be bound by certain rules that are important for the proper use of this service. Your failure to follow these rules, whether listed below in the contract or in bulletins posted at various points in the system, may result in termination of your service. First, do not tell others your password or let your account be used by anyone except yourself. Second, while you should feel free to express yourself, you should respect other users of the system and not do anything to attack or injure others. Third, do not use our system to commit a crime, or to plan, encourage or help others commit a crime, including crimes relating to computers.

5. PROPRIETARY RIGHTS

You shall have absolutely no recourse against us as the system provider for any alleged or actual infringement of any proprietary rights to which you may claim ownership.

Your use of our system affords you accesses to many of the features, but some aspects of our system remain within our exclusive proprietary control. We or our suppliers own the intellectual property rights to any and all protectable components of our system, including but not limited to the computer software, the related documentation, the end-user interfaces, the name of our system, many of the individual features, and the collective works consisting of sequences of all public messages on our system. By subscribing to content feeds through the GabJar system, you do so in your personal capacity. Any terms and conditions relating to the receipt of such content should be referenced with the content owner. GabJar does not offer or waiver any rights to such content which remains the property of the content owner.

You may not reproduce any sequence of messages or audio from our system. In addition; you may not copy, modify, adapt, reproduce, translate, distribute, reverse engineer, decompile or disassemble any aspect of the system that we or our suppliers own.

6. LIMITATION OF LIABILITY

You must bear the risk of any liability relating to your use of our system. We would not be able to afford to operate this system if we were held accountable for every wrongful action by every online subscriber. ACCORDINGLY, YOUR USE OF THE ONLINE SYSTEM IS ENTIRELY AT YOUR SOLE RISK. WE WILL NOT BE RESPONSIBLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT OR INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES YOU MAY INCUR IN CONNECTION WITH OUR SYSTEM, YOUR USE THEREOF OR ANY OF THE DATA OR OTHER MATERIALS TRANSMITTED THROUGH OR RESIDING ON OUR SYSTEM, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF WE HAVE ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

7. INDEMNITY

You shall defend and indemnify us and hold us harmless from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees), relating to any acts by you or materials or information transmitted by you in connection with our system, leading wholly or partially to claims against us or our system by other subscribers or third parties, regardless of the type of claim or the nature of the cause of action.

8. DISCLAIMERS OF WARRANTY

THE SYSTEM IS PROVIDED "AS IS" AND WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY OTHER WARRANTY, CONDITION, GUARANTY, OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE SERVICE.

9. GENERAL SYSTEM DISCLAIMERS

GabJar does not eliminate email SPAM on your behalf. By using the GabJar email-to-speech service the system will convert all emails received on your behalf. GabJar does not warrant the accuracy of the email content or warrant the prevention of any form of discriminatory or offensive information contained therein.

10. CHOICE OF LAW

You agree that this Agreement shall for all purposes be governed by and construed in accordance with the laws of South Africa, and that any action arising out of this Agreement shall be litigated and enforced under the laws of the of South Africa. In addition, you agree to submit to the jurisdiction of the courts of the South Africa, and that any legal action pursued by you shall be within the exclusive jurisdiction of the courts of South Africa.

11. ACKNOWLEDGMENT

This Agreement represents the entire understanding between you and us regarding your relationship to Online and supersedes any prior statements or representations. IF YOU AGREE TO BE BOUND BY THE TERMS OF THIS ONLINE SUBSCRIBER AGREEMENT, please click the "Yes" button below. If you do not agree to the terms of the Subscriber Agreement, please click the "No" button to log off the system.