

Jool General Terms of Use.

Introduction

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING OR USING JOOL (<https://www.jool.mx>), YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT NAVIGATE AT OUR WEBPAGE NOR USE THE SOFTWARE PROVIDED.

These terms and conditions of use (“Jool General Terms of Use” or “terms and conditions”) apply to you (“User”) and are a legal agreement between Network Information Center, S.A. de C.V. and User. By accepting such terms you are granted access to, and use of, the webpage, and shall govern your use of this website, including all pages within this website. You expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Jool General Terms of Use.

Use of Service.

License. Subject to your compliance with these terms and the law, you may access and use the Website. The Website provides documentation that is released under the *GNU Free Documentation License version 1.3*, and an opportunity for User to download software that is licensed under the *GNU General Public License version 2*; each User must verify these open source licenses and comply with their legal use.

The open source licenses for the Software and Documentation can be found in the section of the Website that is accessible through the “Licenses” tab in the sidebar. To the extent the terms of the licenses applicable to open source components require JOOL to make an offer to provide source code in connection with the Software, such offer is hereby made, and you may exercise it by accessing the code from the section of the Website that is accessible through the “Downloads” tab, as well as through the Git repository that is available through the Github service.

Unless otherwise specified in dedicated agreements, the open source software license for the Software’s source code, the documentation license of the product’s documentation and these Terms of Use constitute separate written agreements. To the limited extent that the open source software licenses expressly supersede these Application Terms, the open source licenses govern your agreement with JOOL for the use of the Software or specific included components of the Software.

Services.

The Website provides access to the software JOOL, its documentation, the official source code repository, the bug tracker and mailing lists intended for discussion.

Software

JOOL is an open source implementation of IPv4/IPv6 translation.

Your use of any software obtained from this site is subject to the terms of any license or agreement provided with the software. Some of these agreements incorporate the terms of the GPL or other open source licenses. Please read these licenses and agreements before installing and using the software; by installing and using the software, you will have accepted the terms of the licenses and agreements.

User-Generated Content.

Public contributions to the source code and/or documentation will be stored and be made available to all Users.

Personal information provided to the mailing lists will be managed according to the privacy settings that can be configured in User's profile.

Messages sent to the mailing lists are received by all registered recipients and may be stored in corresponding public archives.

Security Warnings

User is responsible for their own computer security. User is responsible for their own actions with the use of the software downloaded. Any damage or law infringement resulting from usage of the software will be solely the responsibility of User.

Privacy

JOOL privacy policies and practices may be found at https://www.jool.mx/doc/20180115_AP_Jool.pdf . JOOL will abide by those policies and practices in the provision of the use of personal information from Users.

Intellectual Property Rights.

General Intellectual Property Rights: The JOOL Platform webpage and any trademarks, issued patents and patent applications, copyrights and copyright registrations and applications, rights in ideas, designs, works of authorship, derivative works, and all other intellectual property rights (collectively, "Intellectual Property") relating to JOOL are proprietary of Network Information Center, S.A. de C.V. or, as applicable, the aforementioned entities, subject to the rights of third parties.

Trademarks. Users may not use the name or trademarks of Network Information Center, S.A. de C.V. and or INSTITUTO TECNOLÓGICO DE ESTUDIOS SUPERIORES DE MONTERREY entities without written approval.

You are granted a limited license only, subject to the restrictions provided in these Terms, for purposes of viewing the material contained on this Website.

Open Source Components. Some portions of the Services may contain open source code, which is governed by a separate license. In the event of a conflict between this terms and conditions and any such separate license, the separate license will prevail with respect to the applicable open source code.

Any user content is owned by user. All users recognize that they should verify if the components they use are compatible or not with the open source that they are working or using. NIC Mexico is not responsible for license incompatibilities caused by the user.

Restrictions.

You are expressly and emphatically restricted from all of the following:

Selling, sublicensing and/or otherwise commercializing any Website material;

Using this Website in any way that is, or may be, damaging to this Website;

Using this Website in any way that impacts user access to this Website;

Using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or business entity;

Engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website;

Using this Website to engage in any advertising or marketing;

No warranties.

This Website is provided “as is,” with all faults, and Network Information Center, S.A. de C.V. makes no express or implied representations or warranties, of any kind related to this Website or the materials contained on this Website. Additionally, nothing contained on this Website shall be construed as providing consult or advice to you.

Limitation of liability.

In no event shall Network Information Center, S.A. de C.V, nor any of its officers, directors and employees, be liable to you for anything arising out of or in any way connected with your use of this Website, whether such liability is under contract, tort or otherwise, and Network Information Center, S.A. de C.V, including its officers, directors and employees

shall not be liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

Indemnification.

You hereby indemnify to the fullest extent Network Information Center, S.A. de C.V, from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney's fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

Severability.

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

Variation of Terms.

Network Information Center, S.A. de C.V, is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review such Terms on a regular basis to ensure you understand all terms and conditions governing use of this Website.

Assignment.

Network Information Center, S.A. de C.V, shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

Entire Agreement.

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Network Information Center, S.A. de C.V, and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

Governing Law & Jurisdiction.

These Terms will be governed by and construed in accordance with the laws of the State of Nuevo Leon, located in Mexico, and you submit to the non-exclusive jurisdiction of the state and federal courts located in Nuevo Leon, located in Mexico for the resolution of any disputes.

Date: 23/January/2018