

## **THE EUROPEAN JUGGLING ASSOCIATION WEBHOSTING (EJA-hosting), TERMS OF SERVICES**

### THE SERVICE

The European Juggling Association (EJA) offers webspace for juggling related projects (PROJECTS), in particular the annual European Juggling Conventions (EJCs), to the organisers of such events. This document outlines the conditions and terms of service.

### 1. CONDITIONS

The PROJECT' main field must be juggling. As the statutory goal of the EJA is to promote juggling and because of limited funds of the EJA the Service is only provided for juggling related projects. The EJA is a voluntary, non-profit organisation and wants to ensure that the supported projects are also non-profit. Therefore the PROJECT must be non-profit.

### 2. APPROPRIATE USE OF THE SERVICE

You agree to the terms of our Acceptable Use Policy (AUP), which can be found at the end of this document. EJA shall be entitled to immediately terminate this Agreement if EJA determines that your account is in violation of portion of its Acceptable Use Policy.

### 3. PAYMENT OBLIGATIONS

All services provided by EJA are free as long as not explicitly stated. At any time EJA can ask the PROJECT to reimburse EJA for any service fees, which can be domain registration fees on a yearly basis or excess traffic on a monthly bases. EJA shall be entitled to immediately terminate this Agreement for PROJECT failure to make requested timely reimbursements to EJA.

### 4. TERM, TERMINATION, REINSTATEMENT

Subject to the terms and conditions hereof, this Agreement shall be effective on the date you register for the Services, and shall continue in effect on a month-to-month basis unless otherwise specified. Either PROJECT will have the right to terminate this Agreement upon notice to the other party. If PROJECT is terminating this Agreement, PROJECT must email directors@eja.net.

### 5. DISCLAIMER OF WARRANTY

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EJA DISCLAIMS ANY WARRANTY FOR ITS SERVICES, SPECIFICALLY DISCLAIMS ANY WARRANTY THAT (1) THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; (2) DEFECTS WILL BE CORRECTED; (3) THERE ARE NO VIRUSES OR OTHER HARMFUL COMPONENTS; AND (4) THE SECURITY METHODS EMPLOYED WILL BE SUFFICIENT.

### 6. LIMITATION OF LIABILITY

IN NO EVENT EJA BE LIABLE FOR DAMAGES RESULTING FROM LOSS OF DATA, PROFITS, USE OF THE EJA SERVICES, OR FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR IN CONNECTION WITH ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER.

### 7. LAWFUL PURPOSE

EJA reserves the right to refuse service to anyone. Customers may only use EJA server for lawful, non-profit, juggling related purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, and material protected by trade secrets. The designation of any materials as such described above is left entirely to the discretion of

EJA board. Regardless of the place of signing this agreement, the client agrees that for purposes of venue this contract was entered into in Amsterdam (Netherlands) and any dispute will be litigated or arbitrated in Amsterdam (Netherlands). Defendants further waive all objections to venue and acknowledge that venue in any such litigation will be held in Netherland courts.

#### 8. DATA LOSS

EJA is not responsible for any data loss. PROJECTS are strongly encouraged to and are responsible for keeping local backup files of all sites. Any backup services provided by EJA are at our discretion and are not guaranteed unless otherwise specified under seperate contract.

#### 9. MISCELLANEOUS

If any of the provisions, or portions thereof, of this Agreement are found to be invalid under any applicable statute or rule of law, then, that provision notwithstanding, this Agreement shall remain in full force and effect and such provision or portion thereof shall be deemed omitted. This Agreement and EJA policies are subject to change by EJA without notice.

## ACCEPTABLE USE POLICY

EJA provides server space and Internet connections for the purpose of maintaining web sites that contain content that is juggling related, non-profit, lawful and ethical.

Services may only be used for lawful purposes. Transmission, storage or displaying any information, data or other material in violation of any Federal or State law is strictly prohibited. This includes, but is not limited to:

- Copyrighted materials that you do not own and do not have the written permission of the owner to use.
- Pirated software or links to other sites containing pirated software.
- Warez Materials
- Hacking / Cracking related sites or software.
- Sites supporting or related to UBE/spam
- Pornography or other adult related material
- Sexually related materials (products, services, banners)
- Links to any above materials

Websites found to contain any prohibited materials may be canceled immediately without warning and will not be eligible for any refund. We retain the final decision as to what constitutes a violation of this policy.

### Zero Tolerance for Spam

Under no circumstances is Spam tolerated on our services. Spam referencing sites on our servers in any manner is **STRICTLY PROHIBITED** and Sites may be terminated without notice or refund for sending or being mentioned in Spam. Fees may apply for administrative work or any penalties incurred by EJA or its up line providers for abusing our services. We use the definition of Spam provided by The Spamhaus Project:

#### Definition of Spam

The word *Spam* as applied to Email means Unsolicited Bulk Email (UBE). Unsolicited means that the Recipient has not granted verifiable permission for the message to be sent. Bulk means that the message is sent as part of a larger collection of messages, all having substantively identical content.

A message is Spam only if it is both Unsolicited and Bulk. Unsolicited Email is normal email (examples include first contact enquiries, job enquiries, sales enquiries, etc.). Bulk Email is normal email (examples include subscriber newsletters, discussion lists, information lists, etc.). Opt-Out mailing lists are strictly prohibited. This includes any lists or databases purchased or otherwise obtained from third parties, as the persons on such lists did not specifically solicit mail from you. Any mailing lists you maintain must be true confirmed opt-in in nature. This requires a user to specifically request to be added to your mailing list. Having to unsubscribe from mailing lists during product registration and similar sign up forms is not classified as opt-in, but rather opt-out, which is in violation of this UBE policy. In addition, any opt-in mailing lists must include an automated unsubscribe facility where clicking on a link within the e-mail will automatically and immediately unsubscribe users from lists. Reply-to e-mail addresses to unsubscribe are known to be ignored and are unreliable, therefore not permitted within our UBE policy.

### CPU and RAM Resources

EJA provides service to multiple **PROJECTS** on each of our shared servers. We must maintain standards to ensure that no single customer uses an unfair share of the system resources or degrades the server performance for the other accounts. Customers take full responsibility for the scripts and programs run on their accounts. We may, at our discretion, disable scripts that are using unreasonable amounts of system resources.

### Server Abuse

Any attempts to cause harm or exploit our servers in any manner is strictly prohibited and we will pursue any user attempting to illegally access our servers.

### Password Policy

You will be required to change your password after you log in first time. Choose a password which has at least 8

characters with numbers and special characters in it. You will be required to change your password periodically. To protect your privacy and server security, you must keep your password confidential.

#### Privacy and Security

EJA reserves the right to log and keep any system information including name, date and time of users login into the servers for maintenance and security reasons. EJA will not transfer this information to third parties. For Security Reasons EJA cannot allow any clear text password protocols (like telnet or FTP) to be used on the servers. Access to the server will be provided

by SSH (Secure Shell) or SFTP (Secure FTP).

**Reselling webspace within EJA webhosting account is prohibited.**