

**Newark Amateur Radio Association
N8ARA.ORG a.k.a. n8ara.org
ACCEPTABLE USE POLICIES
Version 3.20.18**

Introduction

For the purpose of this document N8ARA.ORG is defined to mean all domains, sub-domains, and subcomponents owned and operated by the N8ARA.ORG sponsor, as well as all associated hardware and software utilized in their operation. N8ARA.ORG is a non-commercial not-for-profit domain. As such, you will only see original content herein or content that is free or permission has been granted for the use of the content for its intended purpose. Do not copy any content from this site or otherwise redistribute content without proper authorization. Use of N8ARA.ORG, and all parts thereof, confirms agreement with any and all notices, disclaimers, or other terms which comprise the terms of resource.

N8ARA.ORG has adopted these Acceptable Use Policies. They are intended to provide a guide to N8ARA.ORG's views on what constitutes inappropriate use of N8ARA.ORG's access to the Internet and to inform N8ARA.ORG's Users of what actions N8ARA.ORG may take, with or without notice, in the event that N8ARA.ORG becomes aware of inappropriate use of N8ARA.ORG's resource. They will be used to help N8ARA.ORG system administrators deal with complaints from users of N8ARA.ORG or other Internet-connected systems, and to determine when action must be taken. It is expected that all N8ARA.ORG Users will follow the policies set forth herein. Protection of N8ARA.ORG's technical resources and N8ARA.ORG's ability to continue to provide high quality resource to its users, compliance with existing laws and regulations, and the protection of N8ARA.ORG's reputation as a resource are all contributing factors to the policies outlined below.

ACCESS TO N8ARA.ORG IS PROVIDED SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Warranties/Disclaimers

N8ARA.ORG Internet resource is provided on an "as is, as available" basis. No warranties, express or implied, including, but not limited to, those of merchantability or fitness for a particular purpose, are made with respect to N8ARA.ORG or any information or software therein. You release N8ARA.ORG from and N8ARA.ORG shall have no liability or responsibility for any direct, indirect, incidental or consequential damages suffered by you in connection with your use of or inability to use the N8ARA.ORG resources including, but not limited to, damages from loss of data resulting from delays, non-deliveries, mis-deliveries, or resource interruptions, or due to inadvertent release or disclosure of information sent by you even if the same is caused by N8ARA.ORG's own negligence. Without limiting the generality of the foregoing, N8ARA.ORG disclaims to the full extent permitted by applicable law any responsibility for (and under no circumstances shall be liable for) any conduct, content, goods and resources available on or

through the Internet or the N8ARA.ORG resources. In no event shall N8ARA.ORG's aggregate liability exceed the amount paid by you to N8ARA.ORG for the N8ARA.ORG resources. Use of any information obtained via N8ARA.ORG's Internet resource is at the user's own risk. N8ARA.ORG specifically disclaims any responsibility for the accuracy or quality of information obtained through its resources.

2. Security

The User is responsible for all use of User's account(s) and confidentiality of password(s), including choosing safe passwords and ensuring file protections are set correctly. N8ARA.ORG will suspend access or change access to User's account(s) immediately upon notification by User that User's password(s) has been lost, stolen or otherwise compromised. N8ARA.ORG is not liable for loss of resources or functions prior to N8ARA.ORG making the necessary account alteration. Electronic mail on this system is as private as we can make it. N8ARA.ORG's Users are reminded that no computer system can be considered as safe from intrusion. Email may pass through many computer systems and should not be considered a secure means of communication unless encrypted, and even encrypted information is only as secure as the encryption method utilized.

3. Personal Files

N8ARA.ORG is not responsible for User's personal files residing on N8ARA.ORG. User is responsible for independent backup of User's data that is stored on N8ARA.ORG. N8ARA.ORG reserves the right to delete User's personal files at any time without notification of same.

4. Non-Transferability of Account

The right to use N8ARA.ORG's Internet resource is not transferable. Use of N8ARA.ORG accounts are expressly limited to the individual or club whose name appears on the account and dependents of the account holder living at the same address.

5. Network Address Ownership

Any e-mail or URL address assignments domains, subdomains, and components thereof issued by N8ARA.ORG are the property of N8ARA.ORG and are considered to be loaned to its users. In the event resource with N8ARA.ORG is discontinued for any reason, ownership of such addresses will revert back to N8ARA.ORG.

6. Compliance with all Laws

User agrees to use the resource in a manner consistent with any and all applicable laws and regulations. Reproduction or transmission of any material in violation of any local, state, U.S., or international law or regulation is prohibited. User agrees that any material to be reproduced or transmitted on N8ARA.ORG's resource through User's account(s) does not violate or infringe any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything obscene, libelous or threatening. Software intended to facilitate any such

violations or infringements may not be stored on N8ARA.ORG. User shall defend, indemnify and hold harmless N8ARA.ORG from and against any claims, liabilities and expenses, including attorney's fees, resulting from User's use of the N8ARA.ORG resource or User's account in an unlawful manner or otherwise in violation of or contrary to User's Agreement with N8ARA.ORG's Acceptable Use Policies. At N8ARA.ORG's discretion, N8ARA.ORG may revoke User's access to N8ARA.ORG resources or accounts for inappropriate usage.

7. Unacceptable Conduct

The following types of conduct are grounds for immediate suspension of resource pending investigation by N8ARA.ORG and may result in termination of the account(s) the investigation determines to have originated or transmitted these types of traffic. In addition, N8ARA.ORG reserves the right, where feasible, to implement technical mechanisms which block multiple postings by a N8ARA.ORG User as described in (a) and (b) below before such postings are forwarded:

(a) Posting a single article or substantially similar articles to an excessive number of newsgroups (i.e., more than 20) or continued posting of articles which are off-topic (e.g., off-topic according to the newsgroup charter or the article provokes complaints from the regular readers of the newsgroup for being off-topic).

(b) Sending unsolicited mass emailings (i.e., to more than 25 users) which provoke complaints from the recipients.

(c) Engaging in either (a) or (b) from a provider other than N8ARA.ORG and using an account on N8ARA.ORG as a mail drop for responses, or to draw attention to a web site housed within N8ARA.ORG's networks.

(d) Continued harassment of other individuals on or off the Internet after being asked to stop by those individuals and by N8ARA.ORG. This includes but is not limited to, libel, slander, harassment or embarrassment by written word, picture or audio recording or other graphic representation.

(e) Mail bombing, i.e., sending large volumes of unsolicited e-mail to individuals or to individual business accounts.

(f) Privacy violations: Attempts, whether successful or not, to gain access to any other system or users' private data without express consent of the user.

(g) Use of N8ARA.ORG systems for any commercial purpose, including links to "banner ads" or commercial "link exchange" ads. Placing any web page on N8ARA.ORG systems that the primary content is not Amateur Radio related. Placing any sexually oriented graphic and/or link to any pornography site or other adult content site is prohibited.

(h) Network unfriendly activity: Attempts to interfere with the regular workings of N8ARA.ORG's systems or network connections or which adversely affect the ability of other people or systems to use N8ARA.ORG resources or the Internet, including, but not limited to:

Any unauthorized attempts by a user to gain root access or access to any account not belonging to that user on this or any other N8ARA.ORG system;

Any use of this or any other N8ARA.ORG system as a staging ground to disable other systems.

8. Excess Utilization of System or Network Resources

N8ARA.ORG account descriptions in some cases may specify limits on bandwidth, CPU and disk utilization for certain types of Users. In the event N8ARA.ORG determines that a User is exceeding the bandwidth, CPU and/or disk utilization limits, the offending User will be blocked without further notice. If excessive bandwidth, CPU or disk space utilization is determined by N8ARA.ORG to adversely affect N8ARA.ORG's ability to provide resource for all users, immediate action may be taken to alleviate the problem.

9. Compliance with Rules of Other Networks

Any access to other networks connected to N8ARA.ORG's Internet resource must comply with the rules for that other network as well as with N8ARA.ORG's rules.

10. Monitoring/Privacy

N8ARA.ORG reserves the right to monitor any and all communications through or with N8ARA.ORG facilities. User agrees that N8ARA.ORG is not considered a secure communications medium for the purposes of the Electronic Communications Privacy Act, and that no expectation of privacy is afforded. It may become necessary for N8ARA.ORG operators to examine system accounting logs and other records to determine if privacy violations or other network unfriendly activities have occurred. N8ARA.ORG also reserves the right to access a User's mailbox or other files stored on N8ARA.ORG systems to resolve system problems or mail system errors.

11. Cooperation with Authorities

N8ARA.ORG reserves the right to cooperate with law enforcement and other authorities in investigating claims of illegal activity including, but not limited to, illegal transfer or availability of obscene or copyrighted material, postings or e-mail containing threats of violence or other illegal activity.

12. Confidentiality of Personal Subscriber Information

N8ARA.ORG will not release a User's personal subscriber information, nor a User's E-mail information, to any third party except upon presentation of a valid court order of a government

or entity within our jurisdiction. User agrees that N8ARA.ORG's judgment as to the validity of any court order or subpoena shall be considered proper and final.

13. N8ARA.ORG's Right to Suspend or Cancel Account

N8ARA.ORG reserves the right to suspend or cancel resource to a User at any time and without notice, for any reason, including, but not limited to, the judgment of N8ARA.ORG that the User may be performing activities harmful to N8ARA.ORG or its Users, operators, Internet provider, other business relationships or any other users of the Internet or Amateur Radio.

14. Right to Damages

N8ARA.ORG reserves the right to collect damages (software, hardware and man hours) if any harm is done to N8ARA.ORG which requires repair or reconfiguration of any kind.

15. Other Remedies/Non-Waiver

Nothing contained in these policies shall be construed to limit action N8ARA.ORG may take or remedies available to N8ARA.ORG in any way with respect to any of the described conduct. N8ARA.ORG reserves the right to take any additional actions N8ARA.ORG may consider appropriate with respect to such conduct, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the N8ARA.ORG resource, and levying cancellation charges to cover N8ARA.ORG's costs in the event of disconnection of system access for the causes outlined above. In addition, N8ARA.ORG reserves at all times all rights and remedies available to N8ARA.ORG with respect to such conduct at law or in equity. Non-enforcement of any policy or rule herein does not constitute consent or waiver, and N8ARA.ORG reserves the right to enforce such policy or rule at its sole discretion.

16. N8ARA.ORG's Right to Change resource

N8ARA.ORG reserves the right to change without notice the N8ARA.ORG resource, including, but not limited to, access procedures, hours of operation, menu structures, commands, documentation, and resources offered.

17. N8ARA.ORG's Right to Modify its Acceptable Use Policies

N8ARA.ORG may modify its Acceptable Use Policies upon notice published online via N8ARA.ORG. User's use of N8ARA.ORG resources after such notice shall constitute User's acceptance of the modifications to these policies.

18. NOTICE

Use of N8ARA.ORG computer system constitutes a consent to monitoring at all times. All N8ARA.ORG computer systems and related equipment are intended for the communication, transmission, processing, and storage of authorized information only. All N8ARA.ORG computer systems are subject to monitoring at all times to ensure proper functioning of equipment

and systems including security devices, to prevent unauthorized use and violations of statutes and security regulations, to deter criminal activity, and for other similar purposes. Any user of a N8ARA.ORG computer system should be aware that any information placed in the system is subject to monitoring and is not subject to any expectation of privacy. If monitoring of this or any other N8ARA.ORG computer system reveals possible evidence of violation of criminal statutes, this evidence and any other related information, including identification information about the user, may be provided to law enforcement officials.

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