

Terms of Service

The National Speleological Society agrees to furnish services to the Subscriber, subject to the following Terms of Service. Use of the NSS' service constitutes acceptance and agreement to the NSS' Terms of Service.

The NSS reserves the right to modify the Terms of Service without notice.

1. Use of Services

- a. You may use our services, provided that you are of legal age to form a binding contract and are not barred from receiving such services under the laws of the United States or other jurisdictions. In order to access our services, you are required to provide current and factual identification, contact, and other information as part of the registration process. You are responsible for the confidentiality of your account information and for all activities that occur under your account. You are solely responsible for all content within your account. You agree to immediately notify the NSS of any unauthorized use of your account or any other breach of security. The NSS will not be liable for any loss or damage as a result of your failure to provide us with accurate information or to keep your account secure.

2. Acceptable Conduct

- a. You are responsible for the actions of all users of your account and any data that is created, stored, displayed by, or transmitted by your account while using the NSS Hosting Service. You will not engage in any activity that interferes with or disrupts the NSS services or networks connected to caves.org.

3. Prohibited Usage

- a. You agree to our Acceptable Use Policy (AUP) and that any of the below activities are considered prohibited usage and will result in immediate account suspension or cancellation without a refund and the possibility that the NSS will impose fees; and/or pursue civil remedies without providing advance notice.
- b. Misuse of System Resources: Intentional misuse of system resources, including but not limited to employing programs that consume excessive network capacity, CPU cycles, or disk IO.
- c. Spam and Unsolicited Bulk Email (UBE): The NSS has a zero tolerance policy on spam, Junk E-mail or UBE. Spam, Junk-mail and UBE are defined as: the sending of the same, or substantially similar, unsolicited electronic mail messages, whether commercial or not, to more than one recipient. A message is considered unsolicited if it is posted in violation of a newsgroup charter or if it is sent to a recipient who has not requested the message. UBE also includes e-mail with forged headers, compromised mail server relays, and false contact information. This prohibition extends to the sending of unsolicited mass mailings from another service, which in any way implicates the use of caves.org whether or not the message actually originated from our network.
- d. Mailing Lists: The NSS' mass mailing rules also apply to mailing lists, list servs, or mailing services you may contract with. The policy is stated as follows: An acceptable mailing list will be focused at a targeted audience that has voluntarily signed up for your e-mail information or that has made their e-mail address available for distribution of information from you. The list must also allow for automatic removal of recipients with non-distribution in the future.
- e. Access to Other Computers or Networks without Authorization: Attempting unauthorized and/or illegal access of computers, networks and/or accounts

not belonging to party seeking access. Any act which interferes with the services of another user or network. Any act relating to the circumvention of security measures.

- f. Caves.org and the services it provides may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of United States or state regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or other intellectual property rights. The NSS' services may not be used to facilitate infringement of these laws in any way.
 - g. Other Activities viewed as Illegal or Harmful: Engaging in illegal activities or engaging in activities harmful to the operations of caves.org or the NSS' customers and members.
 - h. Providing False Data on any Contract or Application: including fraudulent use of credit card numbers.
4. Eligibility
- a. The NSS shall only furnish services to internal organizations and committees affiliated with the NSS.
 - b. Internal Organizations must be compliant with Appendix D of the Board of Governors manual to receive free services. Non-compliant IOs shall be subject to an annual service fee of fifty (50) US dollars and/or termination of services.
 - c. Service may be interrupted on accounts that are not compliant or violate our Terms of Service (ToS) and Acceptable Use Policy (AUP).
 - d. Subscriber must be aware that the NSS may prospectively change the specified rates and charges from time to time.
5. Support Boundaries
- a. The NSS Hosting service is intended to be self-service. As a result, limited technical support is available. All technical requests will be responded to by

the IT committee within ten days of submission. The NSS provides support related to your hosting service physically functioning. The NSS does not offer technical support for application specific issues such as application configuration, cgi programming, web or mail server configuration, or any other such issue. The NSS does not provide technical support to your customers or members.

2. Account Cancellation or Suspension

- a. The NSS reserves the right to suspend network access to any customer if, in the judgment of the NSS' network administrators, the customer's server is the source or target of a violation of any of the other terms of service or for any other reason which the NSS chooses. The NSS will use reasonable care in notifying the Customer and in resolving the problem in a method resulting in the least amount of service interference. The NSS reserves the right to terminate service without notice for continued and repeated violations of the terms of service. If inappropriate activity is detected, all accounts of the Customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity.
- b. If at any time it becomes necessary for the NSS to cancel a customer's service without cause, the NSS will provide 30 days advance notice.
- c. You may cancel the service at any time by notifying the IT committee. Accounts are canceled immediately after confirmation.

3. Network

- a. If the NSS assigns Customer an Internet Protocol address for Customer's use, the right to use that Internet Protocol address shall belong only to the

NSS, and Customer shall have no right to use that Internet Protocol address except as permitted by the NSS in its sole discretion in connection with the Services, during the term of this Agreement. Our allocation of IP addresses is limited by ARIN's policies. These policies state that use of IP addresses for IP based virtual hosts will not be accepted as justification for new IP addresses when the protocol supports name-based virtual hosts. What this means to you is that you MUST use name-based hosting where possible.

4. Limitation of Liability

- a. Subscriber acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of the NSS and that damages resulting from any interruption of service are difficult to ascertain. Therefore, subscriber agrees that the NSS shall not be liable for any damages arising from such causes beyond the direct and exclusive control of the NSS. Subscriber further acknowledges that the NSS' liability for its own negligence may not in any event exceed an amount equivalent to charges payable by subscriber for services during the period damages occurred. In no event shall the NSS be liable for any special or consequential damages, loss or injury. The NSS is not responsible for any damages your organization may suffer. The NSS does not make implied or written warranties for any of our services. The NSS denies any warranty or merchantability for a specific purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by the NSS.

5. Disclosure to Law Enforcement

- a. The Terms of Service specifically prohibits the use of our service for illegal activities. Therefore, Subscriber agrees that the NSS may disclose any and all subscriber information including assigned IP numbers, account history,

account use, etc. to any court who sends us a valid Court Order, without further consent or notification to the Subscriber. In addition, the NSS shall have the right to terminate all service set forth in this Agreement.

6. Warranty Disclaimer

- a. You agree that your use of the NSS hosting service shall be at your sole risk. All services provided by the NSS are available as is, without warranty.

7. Indemnity

- a. The NSS wishes to emphasize that in agreeing to the NSS Hosting Service Terms of Service, customer indemnifies the NSS for any violation of the Terms of Service that results in loss to the NSS or the bringing of any claim against the NSS by any third-party. This means that if the NSS is sued because of a customer's or a customer of a customer's activity, the customer will pay any damages awarded against the NSS, plus all costs and reasonable attorney's fees.

8. Notice

- a. You agree that the NSS may provide you with notices, including those regarding changes to the Terms of Service, by email, regular mail, or postings on the NSS' services.

9. Entire Agreement

- a. The Terms of Service (including any policies, guidelines or amendments that may be presented to you from time to time) constitute the entire agreement between you and the NSS and govern your use of Caves.org services, superceding any prior agreements between you and the NSS for the use of Caves.org services.

10. Choice of Law and Forum

- a. The Terms of Service and the relationship between you and the NSS shall be governed by the laws of the State of Alabama without regard to its conflict of law provisions. You and the NSS agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Madison, Alabama.

11. Waiver and Severability of Terms

- a. The failure of the NSS to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the party's intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect.

12. Statute of Limitations

- a. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the NSS' services or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.