

# Terms of Service for NEFLIN Email Accounts

This document describes the terms under which NEFLIN, Inc. offers electronic-mail (email) services to its members. By using a NEFLIN, Inc. email account, you accept the terms and conditions below and agree that this constitutes a binding contract between you and NEFLIN, Inc.

If you currently use an email account through NEFLIN, Inc. and do not wish to be bound by these terms, please contact the NEFLIN, Inc. staff to have your email account removed.

This policy and its terms may be amended at any time by NEFLIN, Inc. without specific notice.

The following terms may be applied within this document:

- The Service refers to the NEFLIN, Inc. Electronic-Mail Service.
- The Provider refers to NEFLIN, Inc.
- The User refers to the individual who has an email account provided by NEFLIN, Inc.

## **A. Description of Service**

The Provider offers email accounts to the current staff of its member organizations and other individuals whose use of the Service promotes the goals of the Provider. A fee may be assessed for non-member accounts.

## **B. General Use**

The User agrees not to use the Service, in whole or in part, for any purpose that is unlawful or prohibited by this policy. In addition, the User agrees not to engage in any activity that could damage, disable, impair, or overburden the Service or any other services of the Provider. Unauthorized individuals attempting to access prohibited areas of the Service may be subject to prosecution under the law.

## **C. Storage**

User accounts are limited to 1000 email messages and 100 megabytes (100 MB) of storage space. The Provider reserves the right to change these quotas at any time and without notice. Exceeding either limit automatically results in the rejection of new messages. Prolonged periods in this condition may result in the disabling or deleting of the account. It is the User's responsibility to remain within these limits. Quotas may be adjusted on an individual basis at the sole discretion of the Provider. The Provider routinely creates backups solely for the purpose of disaster recovery and these shall not be used to restore a User's messages or settings lost as a result of the User's actions. The User is encouraged to download and archive messages locally through standard email client software.

## **D. Privacy**

User data are published in the Provider's membership directory, which may be made available in printed form to other members and is available online at the Provider's web site.

Privacy issues are very important to the Provider; however, considering the nature of the Internet, Users should have no expectation of privacy with regard to online data, including email messages stored or transmitted through the Service.

## **E. Content Monitoring**

The Provider believes in the value of free and open exchange of information. The Provider is under no obligation to monitor, pre-select, or otherwise censor the content of messages passing through the Service. The Provider is not responsible for the appropriateness, accuracy, or any other aspect of any information Members receive or distribute through the Service. The User solely bears the responsibility for all direct and indirect consequences of their use of the Service.

## **F. User Conduct**

Users utilizing the Service agree **not** to:

1. resell or exploit the Service for any commercial purpose;
2. post, upload, or otherwise transmit any content which is misleading or fallacious;
3. post, upload, or otherwise transmit any unsolicited or unauthorized promotional materials, "spam," "chain letters," "pyramid schemes," or other forms of solicitation;
4. post, upload, or otherwise transmit any content which is unlawful, abusive, defamatory, harassing, hateful, objectionable, obscene, or threatening;
5. post, upload, or otherwise transmit any content that would violate any law or contract restricting its disclosure;
6. post, upload, or otherwise transmit any content that would infringe upon the copyrights, trademarks, or intellectual property rights of another organization or individual;
7. post, upload, or otherwise transmit any content containing viruses, trojan horses, or any other malicious computer code;
8. post, upload, or otherwise transmit any content that would impose an unreasonable or disproportionately large load on the Provider's systems or infrastructure;
9. access the accounts of others or by-pass any security measures, whether or not the intrusion results in any damage or data loss;
10. interfere with or disrupt the Service or other services of the Provider;
11. use the Service to interfere with or disrupt the services of other organizations or individuals;
12. intentionally or unintentionally violate any applicable local, state, national, or international laws;
13. impersonate any person or entity or falsely state or otherwise misconstrue your identity or affiliations;

14. collect or store personal data about any individual or organizations without prior permission;
15. promote or provide instructional information about illegal activities, promote physical harm or injury against any organization, group, or individual, or promote any acts of cruelty.

#### **G. Disclaimer of Warranties**

Users agree and accept that:

1. they use the Service at their own risk;
2. the Service is provided "AS-IS" and without any warranty or condition of any kind, expressed or implied, including, but not limited to, any implied warranty of appropriateness for any particular use;
3. the Provider makes no warranty that:
  - a. the Service will meet the User's requirements,
  - b. the Service will be uninterrupted, timely, secure, or error-free, or
  - c. the quality of any products, services, information, or other material obtained through the Service will meet the User's expectations;
4. they will be responsible for any damage to their computer systems or loss of data resulting from use of the Service.

#### **H. Limitation of Liability**

In no event shall the Provider be liable for any direct or indirect damages, including, but not limited to, damages for loss of use, data or profit (arising for any reason, including negligence), even if the Provider has been advised of the possibility of damages, arising out of or in connection with

1. the inability to use the Service,
2. the provision of or failure to provide the Service,
3. any information, products, services, or any other features arising from the use of the Service.

Some states do not allow the limitation of liability, so the foregoing limitation may not apply to every User. If a User is dissatisfied with any portion of the Service or with any of these terms, the User's sole and exclusive remedy is to discontinue using the Service.

#### **I. Indemnification**

Users agree to indemnify and hold the Provider, its suppliers, partners, and employees harmless from any and all claims and demands, including, but not limited to, reasonable attorneys' fees, payments made to any third party due to or arising out of the use of the Service, and any damages due to the use of the Service.

## **J. Proprietary Rights**

The Provider does not claim ownership of the content of Users' messages stored on or transmitted through the Service.

## **K. Copyright**

All materials on the Provider's web site are owned and copyrighted or licensed by the Provider. All rights are reserved. No reproduction, distribution, or transmission of these copyrighted materials is permitted without the prior, written permission of the Provider. Any rights expressly granted herein are reserved.

## **L. Modification**

The Provider reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) without notice. By using the Service, the User agrees not to hold the Provider liable to any party for any modification, suspension, or discontinuance of the Service.

## **M. Termination**

The Provider may terminate a User's access to the Service at any time and without notice for violation of any part of these Terms of Service. Accounts that have not been accessed by the User for more than three (3) months may be purged from the system.

## **N. General Information**

These Terms of Service shall be governed in all respects by the laws of the State of Florida, U.S.A. If any provision of these terms shall be deemed to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Failure of the Provider to act with respect to breaches of these terms in any one case does not waive the Provider's right to act with respect to subsequent breaches. These terms, rights, and responsibilities are not transferable.

## **O. Violations**

Please report any violations of these terms of service to the NEFLIN, Inc. staff at [hostmaster@neflin.org](mailto:hostmaster@neflin.org).