END USER LICENSE AGREEMENT

By accepting these terms, you (hereinafter called "the User") agree to be bound by the terms of this End User License Agreement (hereinafter called the "EULA") with Amateur Radio Digital Communications (hereinafter called "ARDC"). If the User does not agree to this EULA, the User cannot use ARDC's internet protocol address(es) or any related network services, infrastructure, Domain Name System (DNS), or software (hereinafter called the "Services").

1. AGREEMENT AND AMENDMENT

This EULA sets forth the terms and conditions according to which ARDC makes the services available to the User(s). Because of the necessary role that ARDC performs for the Internet and Amateur Radio community, ARDC reserves the right, in its sole and absolute discretion, to amend, supplement, restate, or otherwise modify this EULA. All changes to the EULA are effective when they are presented to the User via the landing page for the AMPRNet Portal, and the User indicates "I accept and agree to the terms of this End User License Agreement." If the User does not agree to the changed EULA, then the User cannot use the Services.

2. INFORMATION AND COOPERATION

The User shall provide ARDC with information, upon request, such as the User's email address, the User's amateur radio call sign, and a description of the User's intended and actual uses of the Services. The User must promptly notify ARDC of any changes in the User's email address, the User's amateur radio call sign, and/or the User's intended use of the Services.

3. LICENSE TO USE THE SERVICES

Subject to the User's ongoing compliance with the EULA, ARDC shall grant the User the right to use the Services (including but not limited to internet protocol address(es)) that ARDC allows the User to access via the AMPRNet Portal and any associated services, including use of address space or DNS (hereinafter called the "License"). ARDC may rescind or suspend the License at any time, without notice, for any or for no reason. Each and every component of the Services, including but not limited to Internet Protocol address(es), remains the sole and exclusive property of ARDC. Nothing in this EULA transfers ownership of the Services. Nothing in this EULA transfers ownership in or grants any license to use any Intellectual Property.

4. PERMITTED USES

The User may only use the Services assigned to the User in accordance with the EULA. The User may only use the Services assigned to the User for lawful and not-for-profit purpose(s), including Amateur Radio communications, experimentation, education, and research, and any further purpose(s) which the ARDC's authorized representative agrees to in writing.

5. PROHIBITED USES

The User may not sell, lease, exchange, transfer, or otherwise obtain anything of value in exchange for the Services without prior written authorization from ARDC. The User may not assign any monetary value to the Services.

The User agrees not to use the Services:

(i) for any commercial purposes;

(ii) in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
(iii) for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
(iv) to impersonate or attempt to impersonate ARDC, an ARDC employee,
another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing); or
(v) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which may harm ARDC or users of the Services.

Additionally, the User agrees not to:

(i) use the Services in any manner, including to gain unauthorized access to, that could disable, overburden, damage, disrupt, or impair the Services;
(ii) use any device, software, or routine that interferes with the proper working of the Services;
(iii) store any material or content on, or access, share or disseminate any material or content over, any of the Services that in any manner infringes third party intellectual property rights, including U.S. copyright rights;
(iv) introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; or
(v) otherwise attempt to interfere with the Services.

6. LETTER OF AUTHORIZATION

ARDC may issue a Letter of Authorization (hereinafter called an "LOA") authorizing the User to advertise a prefix of Internet Protocol address(es) using the external Border Gateway Protocol (hereinafter called an "e BGP"). This LOA is not a Leasing Agreement or Service Level Agreement and is revocable upon termination of this EULA.

7. USER RESPONSIBILITIES

The User agrees to:

(i) notify ARDC of any changes to the User's email address, the User's amateur radio call sign, and/or the User's intended and actual uses of the Services;
(ii) follow the administrative and technical procedures set forth by ARDC;
(iii) adhere to all ARDC policies, such as the Code of Conduct and any requirements for identification; and
(iv) respond to any abuse reports from ARDC within 48 hours and to take any related action requested by ARDC within 48 hours of the request.

7a. SUB-USERS

Any other person to whom the User provides access to the Services is hereinafter called a "Sub-User". Unless a Sub-User has accepted the terms of this EULA – thereby accepting liability and responsibility for the Services they are using – AND has completed registration on ARDC's Portal (portal.ampr.org) – thereby verifying their identity and the Services they are using – User agrees to assume responsibility and liability for any Sub-User.

Prior to allowing any Sub-User to access or use the Services, the User agrees to:

(i) provide a copy of this EULA to the Sub-User; and
(ii) maintain a profile in the Sub-User's name on the Portal on behalf of the Sub-User (call sign, given name, family name, email address and maidenhead locator).

During and after allowing any Sub-User to access or use the Services, the User agrees to:

(1) monitor the Sub-User to enforce compliance with this EULA and all other ARDC policies; and
(2) promptly notify ARDC of any Sub-User actions that violate this EULA within 48 hours of becoming aware of such violations.

8. TERM AND TERMINATION

The term of this EULA shall commence on the date that the User first agrees to the terms of the EULA. Unless terminated earlier in accordance with the termination provisions in this section of this EULA, the term of this EULA shall continue for one (1) year thereafter and shall automatically renew.

ARDC may terminate this EULA at any time, with or without notice, and for any reason or for no reason. The User may terminate this EULA at any time, with notice to ARDC via email, but if the User terminates the License, the User must immediately stop using the Services.

9. ARDC'S INTELLECTUAL PROPERTY

The Services and their contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by ARDC, its licensors, or other providers of the material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. No right or interest in or to the Services or any content on the Services is transferred to the User, and all rights not expressly granted are reserved by ARDC. Any use of the Services not permitted by this EULA is a breach of the EULA.

The ARDC name and all related names, logos, service names, designs, and slogans are trademarks of ARDC or its affiliates or licensors. The User must not use such marks without the prior written permission of ARDC. All other names, logos, product and service names, designs, and slogans on the Services are the trademarks of their respective owners.

10. INTELLECTUAL PROPERTY INFRINGEMENT

ARDC does not permit infringing activity on its Services. We comply with the Digital Millennium Copyright Act ("DMCA") and provide a method for rights owners to communicate information about alleged infringements to us, and for us to inform our users about them, as further described below. Users may receive notices or alerts if their account is identified by a copyright owner as having been used in connection with acts of alleged copyright infringement.

It is ARDC's policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers. We also reserve the right to terminate the Services at any time, with or without notice, including for any user who we, in our sole discretion, believe is infringing any copyright or other intellectual property rights.

If you are the owner of a copyrighted work who believes that your rights have been infringed by any material on our Services, you can report that to us by sending our authorized agent a notification of claimed infringement. When we receive a notice of claimed infringement that satisfies the requirements of the DMCA, we will respond expeditiously. We reserve the right to notify the affected user, including by giving them a copy of the information provided in your infringement notice.

If a user receives a DMCA notification of alleged infringement, and believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that user may send us a counter notification. When we receive a counter notification that satisfies the requirements of the DMCA, we reserve the right to provide a copy of the information in it to the person who sent the original infringement notification, and we will follow the DMCA's procedures with respect to received counter notifications.

You may send notifications of claimed infringement or counter notifications only to:

Northwest Registered Agent, Inc.
Amateur Radio Digital Communications
2108 N St, Suite N
Sacramento, CA 95816-5712
858.477.9700
abuse@ardc.net

11. GOVERNMENT COOPERATION

ARDC shall have the right, without liability or notice to the User, to cooperate and comply with all applicable laws, statutes, rules, or regulations and all government or judicial inquiries or orders (hereinafter called “Orders”) with respect to the User’s use of any Services. ARDC shall have the right, without liability or notice to the User, to follow
any Order concerning any number of resources or Holder’s use of any Service, including an Order to stop any Service or to terminate this EULA.

12. DISCLAIMER OF WARRANTIES

The User’s use of the Services is at the User’s own risk. The Services are provided on an “as is” and “as available” basis, without any warranties of any kind, either express or implied. Neither ARDC nor any person associated with ARDC makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the Services. Without limiting the foregoing, neither ARDC nor anyone associated with ARDC represents or warrants that the Services will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, or that any services or items obtained through the Services will otherwise meet the User’s needs or expectations.

13. LIMITATION OF LIABILITY

To the fullest extent provided by law, in no event will ARDC, its affiliates, or their licensors, service providers, employees, agents, officers, volunteers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with the User’s use, or inability to use, the Services, or any other ARDC resources, including any direct, indirect, special, incidental, consequential, or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable. The foregoing does not affect any liability that cannot be excluded or limited under applicable law.

14. LIMITATION OF TIME TO FILE CLAIMS

Any cause of action or claim that the User may have arising out of or relating to the EULA or the Services must be commenced within one (1) year after the cause of action accrues; otherwise, such a cause of action or claim is permanently barred.

15. INDEMNIFICATION

The User agrees to defend, indemnify, and hold harmless ARDC, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, volunteers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys’ fees) arising out of or relating to the User’s violation of the EULA or the User’s use of the Services, including, but not limited to, a Sub-User’s violation

of the terms and conditions of the EULA or a Sub-User's use of the Services.

16. JURISDICTION AND GOVERNING LAW

All matters relating to this EULA, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the United States of America and the State of California, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of, or related to, this EULA shall be instituted exclusively in the federal courts of the United States or the courts of the State of California, in each case located in the County of San Diego. The User waives all objections to the exercise of jurisdiction over the User by such courts and to venue in such courts.

17. ARBITRATION

ARDC and the User (hereinafter collectively called the "Parties") shall submit any disputes arising from this EULA or the Services, including disputes arising from or concerning this EULA's interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying California law.

BY ENTERING INTO THIS EULA, THE USER IS AGREEING TO BINDING ARBITRATION RATHER THAN LITIGATION IN ANY COURT. THE USER HEREBY KNOWINGLY AND VOLUNTARILY WAIVES THE RIGHT TO ASSERT ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS EULA.

18. WAIVER AND SEVERABILITY

No waiver by either of the Parties of any term or condition in this EULA shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition. Any failure of any Party to assert a right or provision under this EULA shall not constitute a waiver of such right or provision.

If any provision of this EULA is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this EULA will continue in full force and effect.

19. ASSIGNMENT

The User may not assign or transfer, whether voluntarily or by operation of law, this EULA or any of their rights or obligations under it, without ARDC's prior written permission. The event of any transaction in which the User's controlling interest changes during the term of this EULA shall be considered an assignment. Other than as provided in this Section, any attempt by the User to assign or transfer this EULA or any rights or obligations under it will be of no force or effect.

ARDC may freely assign or transfer this EULA upon written notice to the User, if ARDC is changing its corporate organization to permit a successor organization to provide the Services contemplated by this EULA.

20. RELATIONSHIP

No joint venture, partnership, employment, agency, or similar arrangement is created between the Parties. Neither Party has the right or power to act for or on behalf of the other or to bind the other in any respect other than as expressly provided for in this EULA. Any other agreements between the User and ARDC for resources other than the Services remain unchanged by this EULA.

21. WRITTEN NOTICE

Any notice provided under this EULA will be delivered to the other Party by electronic mail to the other Party‘s email address. For notice to ARDC, notice will be provided via email to postmaster@ardc.net. For notice to the User, notice will be provided to the last contact email address furnished by the User to ARDC.

22. FORCE MAJEURE

Neither Party shall be deemed in default of this EULA, nor shall either party be responsible for any cessation, interruption, or delay in the performance of its obligations under this EULA where such failure of performance is the result of any force majeure event, including, but not limited to, earthquake, flood, fire, storm, natural disaster, act of God, civil disturbances, war, terrorism, armed conflict, riots, failure of contractors or subcontractors to perform, labor strike, lockout, boycott, or acts of governmental authorities or any event similar to the foregoing.

23. BINDING AGREEMENT

Each Party represents and warrants to the other Party that it has the full power and authority to enter into and perform its obligations under this EULA; (b) the provisions of this EULA do not breach or conflict with any other agreement or arrangement by which it is bound; and (c) this EULA constitutes a legal, valid, binding, and an executory obligation of the parties.