

Acceptable Use Policy for the AMSAT Public Mailing Lists

June 18, 2019

Overview

The **AMSAT Bulletin Board** (AMSAT-BB) public mailing list carries general AMSAT information and discussion. The purpose of this mailing list is to provide a forum for general discussion of any satellite-related topic.

There are also regional AMSAT public mailing lists (e.g., AMSAT-DC, AMSAT-Florida, and AMSAT-NE) and numerous private mailing lists (e.g., Board of Directors, Officers, etc.).

Anyone can read the messages posted on any of the public mailing lists, and many people from around the world do so. Our audience includes AMSAT members, board members, and officers. At any given time, the readers may also include amateur radio operators, shortwave listeners, minors, potential financial donors, potential launch providers, officials from other amateur radio and satellite organizations, officials from international space agencies, and equipment suppliers and manufacturers. Since the archives of the public mailing lists are available on the AMSAT website, the contents of individual messages are easily found using common search engines.

Responsibility for User Content

Your use of any of these public mailing lists (individually or collectively, “AMSAT Lists”) constitutes your agreement to follow and be bound by this Acceptable Use Policy (“Policy”) and other AMSAT policies. AMSAT reserves the right to modify this Policy at any time, without prior notice. You are responsible for reviewing this Policy regularly so as to be aware of any modifications. Your continued use of the AMSAT Lists indicates your acceptance of any modifications.

You are solely responsible for the content of the messages you post to the AMSAT Lists. All content you transmit or post will be considered non-confidential. As between you and AMSAT, you own all rights to the content you post, and you grant AMSAT a non-exclusive, worldwide license to reproduce, modify formatting, store, distribute, and display your content for the purpose of administering the AMSAT Lists, without any further consent, notice or compensation to you or to others. You waive any claim of moral right or attribution with respect to the content you post.

Guidelines

Acceptable Content - We embrace diversity of opinions and values. In order to preserve a constructive environment, we insist that posts contain appropriate content and are respectful of the members and readers of the AMSAT Lists.

All posts should include the author's first name and call sign, or full name if not currently licensed.

In general, posts should be related to amateur radio satellites. Examples of on-topic posts include:

- Announcements of general interest, including, but not limited to, AMSAT news, meetings, satellite availability, and DXpeditions.

- Technical discussions, including the physics of space flight, modulation techniques, satellite design, RF path loss calculations, noise figure, etc.
- Inquiries and suggestions about choosing equipment, learning operating techniques, and troubleshooting problems.
- Discussion of AMSAT plans and policies in ways that foster better understanding of the opportunities, trade-offs, and limitations that AMSAT faces, and constructive suggestions for improvement.
- Posting of amateur radio satellite-related equipment and software available for sale.

Unacceptable Content - Strong disagreements on issues are inevitable, but the AMSAT mailing lists are not the place for exchanges which become spiteful, unproductive exchanges. If you must have a heated exchange, it should be conducted privately and not in public on a mailing list.

In addition, you agree that as a user of the AMSAT Lists, you will not:

- Violate any U.S. laws or regulations relating to the export of data from the United States or to antitrust or other illegal trade or business practices.
- Use the AMSAT Lists for any other illegal or unauthorized purpose.
- Use any device or means to access, retrieve, scrape, or index any contents of the AMSAT Lists or attempt to gain unauthorized access.
- Use the AMSAT Lists to transmit viruses, worms, or other destructive items; subject the AMSAT Lists' network or servers to unreasonable traffic load; or transmit any mass messaging through the AMSAT Lists.
- Disable or otherwise interfere with any security-related features of the AMSAT Lists.
- Misrepresent your identity, positions, qualifications or affiliations.
- Violate the intellectual property rights of others, including patents, trademarks, trade secrets, copyrights or other proprietary rights.
- Communicate any offensive, threatening, defamatory, vulgar, hateful, fraudulent, sexually explicit, or racially, ethnically, or otherwise objectionable material of any sort.
- Violate the privacy of others or disclose confidential or proprietary information that you do not have the right to disclose.
- Remove any copyright, trademark or other proprietary rights notices contained in or on the AMSAT Lists.
- Post content in any language other than English.

AMSAT Mailing List AUP

- Compile or use other participants' personal information (e.g. names, addresses, phone numbers, fax numbers, and email addresses) that may appear on the AMSAT Lists to create or compile marketing or mailing lists, to send unsolicited marketing materials, or to advance any objectives inconsistent with the non-commercial scientific purpose of the AMSAT Lists, either directly or through third parties.

No Endorsement or Guarantee of Accuracy

User content posted on the AMSAT Lists reflects the views of the users who post it and not necessarily the views of AMSAT or its members, staff or Board of Directors. AMSAT makes no endorsement of user content and does not guarantee its accuracy or completeness. AMSAT staff use reasonable efforts to screen out posts they receive that contain spam, advertising or other commercial activity or inappropriate language, but AMSAT does not edit or control user content and claims no proprietary rights of any kind arising from the posting or distribution of user content. You are solely responsible for all content you post, and you assume all risks relating to others' use of it and others' reliance on its accuracy.

Inappropriate Content; Removal from AMSAT Lists

If you believe a post on one or more of the AMSAT Lists violates the Guidelines or is otherwise inappropriate, please contact our designated agent at the address provided below to express your concerns. AMSAT reserves the right to remove objectionable user content and participant information, with or without notice, if it deems removal necessary for administrative purposes or to comply with law.

Availability of Site; No Storage

AMSAT uses reasonable efforts to make the AMSAT Lists available on a continuous basis, but the Lists may have occasional down times when site maintenance is required, during which you may not be able to access the Lists or all functionality of the Lists. The AMSAT Lists are not a storage service. You agree that AMSAT has no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law.

Millennium Copyright Act Compliance

Pursuant to the [U.S. Digital Millennium Copyright Act](#), AMSAT has implemented procedures for receiving written notification of claimed copyright infringements.

Infringement of your copyright - If you believe in good faith that your copyright has been infringed on one or more AMSAT Lists, you may send our designated agent, at the address below, a written communication that contains:

- A print or electronic signature of the person authorized to act on behalf of the owner of the copyrighted work;
- A description of the copyrighted work that you claim has been infringed;
- A description specifying the location on the AMSAT Lists of the material that you claim is infringing;

- Your email address and mailing address and/or telephone number;
- A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, signed and made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Improper claim of copyright infringement - If you believe that a notice of copyright infringement has been improperly submitted *against* you, you may send our designated agent, at the address below, a written communication that contains:

- Your print or electronic signature;
- Identification of the material removed or to which access has been disabled;
- A statement under penalty of perjury that you have a good faith belief that removal or disablement of the material was a mistake or that the material was misidentified;
- Your full name, your email address, your mailing address, and a statement that you consent to the jurisdiction of the Federal District court (a) in the judicial district where your address is located if the address is in the United States; or (b) of the U.S. District Court, District of Maryland, USA, if your address is located outside the United States, and that you will accept service of process from the complainant submitting the notice or his/her authorized agent.

Vice-President, User Services

The Radio Amateur Satellite Corporation
 Attention: AMSAT-BB
 10605 Concord St, #304
 Kensington, MD 20895-2526 USA

Enforcement by AMSAT

AMSAT reserves the right to take any actions it deems appropriate to ensure the AMSAT Lists are not disrupted or abused. If AMSAT determines that a List participant has violated this Policy and has failed to modify his or her behavior despite a request to comply, AMSAT may, in its discretion, block the participant from further use of the AMSAT Lists on a temporary or permanent basis. Violators may or may not be warned prior to enforcement. AMSAT will report any serious abuse in connection with the AMSAT Lists to appropriate law enforcement and government authorities and will fully cooperate with such authorities in any related investigations.

If you feel that you've been unfairly blocked from a List, you may appeal your situation in writing to our designated agent set forth above. Your letter of appeal will be forwarded to AMSAT's VP of User Services for consideration.

No Warranty

AMSAT makes no representations or warranties with respect to the AMSAT Lists which are provided on an "as is" and "as available" basis. AMSAT further disclaims all warranties with respect to the AMSAT Lists, express or implied, including without limitation, implied warranties of fitness for a particular purpose or representations or warranties that the Lists will be uninterrupted or error-free, or that the Lists or server that make them available are free from viruses or other harmful components.

Exclusion of Liability

AMSAT WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE AMSAT LISTS, WHETHER BASED ON WARRANTY, TORT, NEGLIGENCE, OR CONTRACT, EVEN IF AMSAT HAS BEEN TOLD OF THE POSSIBILITY OF ANY SUCH DAMAGE.

Indemnification

By using AMSAT Lists, you agree to indemnify, hold harmless and defend AMSAT from any claims, losses, liabilities and expenses, including but not limited to attorneys' fees, arising from your use of the Lists or information provided on or thorough the Lists or any violation of the terms of this Policy.

AMSAT Lists Intended for Use in the United States; Dispute Resolution

The AMSAT Lists are controlled and operated by AMSAT in the United States and are intended for use within the United States. AMSAT makes no representation that materials on the Lists are appropriate or available for use in other locations. Those who choose to access these pages from other locations are responsible for compliance with local laws. You agree that the laws of Maryland, USA, excluding its conflict of laws rules, will exclusively govern any dispute relating to this Policy and the Lists. You agree that claims can only be litigated in the federal or state courts of Maryland, USA, and you agree to personal jurisdiction in those courts.