

General terms of service

General Terms of Service

Unless otherwise specified, all Sourcefabric policies (such as our Terms of Service and this Privacy and Data Policy) are shared between Sourcefabric z.ú. and Sourcefabric GmbH. This document will refer to Sourcefabric z.ú. and Sourcefabric GmbH collectively as 'Sourcefabric' when describing practices that apply to both. We will refer to each individually when describing practices that only apply to one.

By using Sourcefabric websites, you agree to the terms and conditions of this Policy. If you do not agree to the terms and conditions of this Policy, please do not use the websites.

Our Terms of Service form part of our overall set of Policies. Please read them carefully. If there's anything you don't understand, we will be happy to explain. Simply write to us at contact@sourcefabric.org.

The Terms of Service outline the agreement you enter when you use and purchase any products and services from Sourcefabric.

Changes to Terms of Service

We reserve the right to change, alter, replace or otherwise modify these Terms at any time. The date of last modification is stated at the end of these Terms. It is your responsibility to check this page from time to time for updates. When we make any updates to these Terms, we will highlight this fact at www.sourcefabric.org.

In addition, if you register an account, and these Terms are subsequently changed in any material respect (e.g. for security, legal, or regulatory reasons), we will notify you in advance by sending a message to your Account and/or an email to the email address that you have provided to us.

You will have no obligation to continue using the Platform following any such notification, but if you do not terminate your account as described in the section Payment, Cancellation and Renewal below within four (4) weeks of the notification, your continued use of the Products after the end of that period will constitute your acceptance of the revised Terms.

Sourcefabric Pro Products

Sourcefabric Pro Products are made available through our software as a service (SaaS) infrastructure. These Products are available through www.sourcefabric.org and currently consists of:

- Airtime Pro;
- Newscoop Pro;
- Booktype Pro, which is governed by its own [Terms of Service](#).

This Policy does not include our open source code, which is freely available for download on our own and potentially on other websites.

We may, from time to time, release new Tools, Products and other resources, new versions of our Products, or introduce other services and/or features for the Products. Any alterations or additions will be subject to these Terms as well as any additional terms that we may release for those specific Products & Services.

Our products enable users to create their own platforms for publishing content via the Internet. They allow the creation and management of a variety of content creation, broadcast and publishing platforms including, but not restricted to, websites, print newspapers, radio stations, publishing houses, community portals and other websites (known as "Platforms").

For information about Content on your Platform, please see below.

Package Prices and Naming

Sourcefabric Products usually come in packages. Sourcefabric may change the naming, pricing, feature set or structure of these packages at any time. If these changes include a price change or a reduction in features, functionality or service, we will inform you by email at least 30 days before the change.

There will be no obligation to continue using the Product after this point, but if you do not terminate your account as outlined in this Agreement, the continued use after the end of a 30-day period will indicate your acceptance of the changes to your Account and the Product will be provided at the new payment rate.

These Packages all provide Managed Hosting on Sourcefabric's servers, where we upgrade and maintain Accounts for our Clients and generally make sure our Products run as error free as humanly possible.

Some Products and Packages also include other services such as Streaming (e.g. for Airtime) and Support. Please check the details of each Product or Package carefully before signing up.

Accounts & Security

When you sign up for or order one of our Products (through <https://account.sourcefabric.com/register.php>), you will provide us with your email address. You will also choose a username and password in order to set up an Account for you. This account enables you to view all purchases, invoices and other relevant information.

Sourcefabric does not store any credit card information.

By establishing an account with us, you grant permission for Sourcefabric to contact you at your e-mail address. It is your responsibility to ensure that the email address that you provide remains valid.

When signing up, you may choose to receive our newsletter. If you decide not receive newsletters from the beginning, but later change your mind, you can always sign up later. To stop receiving such newsletters, write to us at contact@sourcefabric.org or follow the opt-out procedures set forth in the newsletter itself.

In such cases, please note that Sourcefabric will still need to communicate with you via email regarding your transactions and other account related issues. Such emails are not newsletters and are not eliminated through the foregoing opt-out procedures.

You are solely responsible for maintaining the confidentiality and security of your username and password. You will remain responsible for all use of your username and password, and all activity emanating from your account, whether or not such activity was authorized by you.

If your username or password is lost or stolen, or if you believe that your account has been accessed by unauthorized third parties, you are advised to notify Sourcefabric in writing, and should change your password at the earliest possible opportunity.

We reserve the right to disallow, cancel, remove or reassign certain usernames and permalinks in appropriate circumstances as determined by us in our sole discretion. We may, with or without prior notice, suspend or terminate your account if activities occur on that account which, in our sole discretion, would or might constitute a violation of these Terms or any of our other Policies, or an infringement or violation of the rights of any third party, or of any applicable laws or regulations.

You are responsible for:

- The confidentiality and security of your username and password;
- Anyone who uses of your username and password;
- Anyone granted activity to your Platform(s) through creation of user accounts.

You must immediately notify Sourcefabric of any unauthorised uses of your Platform, your account or any other breaches of security. Sourcefabric will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

Sourcefabric treats all user information (personally identifying, non-personally identifying or potentially personally identifying) with utmost care.

Occasionally, a Sourcefabric employee or contractor may need to access client instances in order to troubleshoot a problem. Sourcefabric does not access Client Accounts unless absolutely necessary.

Payment, Cancellation and Renewal

Fees and payments

Each product or package has a clearly defined price. If you are unclear about the specific prices of a product or package, please contact us before signing up.

By signing up for one of our Products, you agree to pay Sourcefabric the fees agreed. These can be one-off payments, set-up payments, or monthly payments, depending on the Product or any additional arrangements.

Monthly fees will be invoiced starting from the day you set up an Account and in advance of using our Product(s).

If you do not keep up with payments, Sourcefabric reserves the right to restrict and terminate your Account.

Cancellation

You may request cancellation of accounts at any time by writing to contact@sourcefabric.org or via the User Portal connected to your Account. You will be notified in advance of the account being closed.

Unless otherwise stated in your contract, any usage of our Products can be cancelled by you at any time on thirty (30) days. At the end of the monthly billing period, your account will close. All outstanding invoices must be paid in full.

If any monies have been paid in advance (for an annual subscription, for example), Sourcefabric will refund the money for any outstanding service within 30 days of closing the account.

Renewal

In most instances, including but not limited to Airtime Pro, Booktype Pro and Newscoop Pro, usage of our Products are rolling contracts. The above automatic renewal conditions are also valid for upgrades to your account, including but not limited to extra storage, bandwidth and streaming.

Payment takes place in advance on a month-to-month basis unless otherwise specified. The billing period starts the day you purchase any of our Products.

Unless you notify Sourcefabric otherwise, your subscription will automatically renew and you authorize us to collect the applicable monthly subscription fee for such an account (as well as any taxes) using any credit card or other authorised payment mechanism that our payment processor has on record for you.

Access to Your Data

As described above, most of the personal information you provide to us can be accessed and updated in the Settings page of your Account. If you wish to access, amend or delete any other personal information we hold about you, or if you have any objection to the processing of any information that we hold about you, please contact us at privacy@sourcefabric.org, or the address provided below.

If you ask us to delete your account, we will do so within a reasonable period of time, and this will mean the deletion of all information in relation to your account. In some cases, we may need to retain some of your personal information in order to satisfy our legal obligations, or where we have a legitimate reason for doing so.

Upgrades and Downgrades

In some instances, you can upgrade or downgrade either the entire package or individual elements without cost. In either case, your billing and new services will be updated immediately and a new billing cycle will start on that date.

By selecting an Upgrade, you agree to pay Sourcefabric the monthly or annual subscription fees indicated for that Product.

As with other Payments, these will be charged on a pre-pay basis on the day you sign up for an Upgrade and will cover the use of that service for a monthly subscription period as indicated.

Upgrade fees are not refundable. Remaining days in a month will not be refundable.

Hosting

As with any hosting services, Sourcefabric cannot guarantee 100% uptime. Neither Sourcefabric nor its suppliers and licensors make any warranty that the Products will be error free or that access thereto will be continuous or uninterrupted. Sourcefabric is not liable for any damages or loss that may occur as a result.

However, Sourcefabric hereby refers to point 3.2 of the Terms and Conditions of the hosting company, Hetzner, which guarantees 'an annual average of 99% network availability'. For more details, please see: <http://www.hetzner.de/en/hosting/legal/agb>

In the unlikely event of a server failure, Sourcefabric pledges to attempt to rectify the situation as soon as possible. In cases where service interruption has occurred, Sourcefabric will offer a refund for time when the service was unavailable for more than 12 consecutive hours.

Sourcefabric cannot be held liable for damages caused by any delay or default if such delay or default is caused by conditions beyond its control, including but not limited to Acts of God, Government restrictions, wars, insurrections, acts or omissions of telecommunications operators, and/or any other cause beyond the reasonable control of Sourcefabric.

Streaming

Airtime Pro and other Products may require use of a stream relay service, such as Icecast or Shoutcast, which allows people to connect and listen to the station. Our prices are per Airtime Pro stream. More than one stream allows you to broadcast the same content but at a different bandwidth. You may use another streaming service if you wish.

Support

Some Product Packages include Support. These allow you to get technical advice and help. Higher support plans offer more ways to contact us, faster response time, and more direct assistance. Where we can, we'll try to respond to all support requests on the same day we receive them.

Our official support hours are between 9 a.m. and 9 p.m. CET/UTC+2 Monday to Friday (with the exception of public holidays in Germany and Canada).

"Email support" means the ability to make requests for technical support assistance by email at any time (with reasonable efforts by Sourcefabric to respond within one business day) concerning the use of the Products. Where a time guarantee is made, we will send you a first response within those business hours stated above.

"Phone support" means should one of our technicians need to, they will call you about your support issue. While Sourcefabric bears the cost of

the outgoing call, we are not liable for any charges by your provider for incoming calls.

“Live Chat” where available refers to live text chat through your browser or application. Live chat support, where available, is manned between 9 a.m. and 9 p.m. CET/UTC+2 Monday to Friday (with the exception of public holidays in Germany and Canada).

“Engineer hours” where available refer to billable hours dedicated by a Sourcefabric engineer to your issue or task. Certain packages get a specified amount per month; these do not rollover at the end the month and are reset at the beginning of each monthly billable period.

Content on your platform

You are entirely responsible for the content of, and any harm resulting from, any Platform that you operate using Sourcefabric Products. Audio, text, photos, video, audio, graphics, comments, code, links, software or other data and information that you broadcast, publish, store, exchange, upload or make available via your Platform (henceforth known as “Content”) is your responsibility.

By using the Platform (or allowing third parties to use the Platform), in accordance with these Terms, you represent and warrant that your Content does not:

- Contain material that is offensive, abusive, libellous, defamatory, obscene, racist, sexually explicit, ethnically or culturally offensive; that promotes violence, terrorism, or illegal acts; incites hatred on grounds of race, gender, religion or sexual orientation; or contains material otherwise objectionable in Sourcefabric’s reasonable discretion;
- Infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
- Violate, breach or act contrary to any law, rule, regulation, court order, or is illegal or unlawful in Sourcefabric’s reasonable opinion;
- Contain any material of any kind that contains any virus, Trojan horse, spyware, adware, malware, bot, time bomb, worm, or other harmful or malicious component, which or might overburden, impair or disrupt servers or networks;
- Unethical or unwanted commercial content designed to drive traffic to third-party sites or boost the search engine rankings of third-party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- Hosted on a Platform that is not advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other online publication or internet radio stations and web sites, and similar unsolicited promotional methods;
- Hosted on a Platform that is not named in a manner that misleads your readers into thinking that you are another person or company (for example, your online publication’s URL or name is not the name of a person other than yourself or company other than your own);
- Describe or assign Content to your Platform in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others (Sourcefabric may change or remove any description or keyword that it considers inappropriate or unlawful, or otherwise likely to cause Sourcefabric liability);
- And you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by Sourcefabric or otherwise.

Termination or removal of content

Sourcefabric may terminate your access to all or any part of the Products if you materially breach this Agreement. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

In case that Sourcefabric has been made aware of an instance that violates this Agreement, Sourcefabric will notify in writing the client about the issue at hand. If no action has been taken to rectify the situation within 14 (fourteen) days, Sourcefabric reserves the right, without limiting any of those representations or warranties, to, at Sourcefabric’s sole discretion, (i) refuse or remove any content that violates any Sourcefabric policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Platform and Services to individual or entity.

In these cases Sourcefabric will have no obligation to provide a refund of any amounts previously paid.

Disclaimer of Warranties

Sourcefabric Services and Platforms and services are provided “as is”. Sourcefabric and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and noninfringement.

Neither Sourcefabric nor its suppliers and licensors make any warranty that the Platforms or Services will be error free or that access thereto will be continuous or uninterrupted.

General Representation and Warranty

You represent and warrant that (i) your use of Sourcefabric Products will be in strict accordance with the Sourcefabric Terms of Service, with other Policies and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from Germany, the Czech Republic or the country in which you reside) and (ii) your use of the Products will not infringe or misappropriate the intellectual property rights of any third party.

Indemnification

You agree to indemnify and hold harmless Sourcefabric, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising from your use of Sourcefabric Products and Services, including but not limited to your violation of this Agreement.

Law, jurisdiction and disputes

This Agreement constitutes the entire agreement between Sourcefabric and you concerning the subject matter hereof. It may only be modified by a written amendment signed by an authorized executive of Sourcefabric, or by the posting by Sourcefabric of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Services will be governed by the laws of the Federal Republic of Germany.

Except for claims regarding intellectual property rights (claims arising from the Copyright Act or claims arising from endangering and infringing of copyrights according to the Copyright Act and claims for disbursement of unjustified enrichment gained at the expense of the person who is in jure according to the Copyright Act) shall be finally settled at the court in Charlottenburg / Berlin, Germany.

The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Sourcefabric may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

Sourcefabric Services

Sourcefabric Services are any additional services that are built around our existing open source code and our Products. These include but are not limited to consultancy, the implementation of our tools, bespoke development and integration for clients to suit their particular needs.

Provision

Services are offered to clients on a one-to-one basis and usually result in the creation of one or many Bespoke Products. Sourcefabric reserves the right to include any work that has been commissioned by a client into the source code and future public releases of its tools. In the case that a Services package includes one or more Sourcefabric Products, the above-mentioned Product Terms also apply.

Delivery

In accordance with a Project Budget and Contract, the Client and Sourcefabric shall agree an adequate Timetable in relation to the creation, provision and delivery of the Bespoke Product. Sourcefabric shall deliver the Bespoke Product, and all the elements it consists of, as determined in the Timetable, but cannot guarantee timely delivery of the Product if the Client fails to make available necessary information or documentation. Sourcefabric reserves the right to bill the Client for any additional work that may arise from such a situation.

Sourcefabric shall deliver to the Client the Product on or before the "Project Delivery Date" as agreed in the Timetable. Upon the Client's request and within a reasonable time of such request, Sourcefabric shall correct any malfunctioning of the Bespoke Product as requested by the Client in order to develop and deliver the Bespoke Product to the satisfaction of the Client.

Payment

Payment intervals and methods will be agreed on an individual basis. Standard payment terms are 14 (fourteen) days upon submission of invoice.

Copyright

Sourcefabric shall be considered the author of any Bespoke Product and the underlying code for purposes of copyright. The code will be released under the GPLv3 (Newscoop, Airtime) / AGPL (Booktype) General Public License.

Data Protection and Documentation

Sourcefabric shall not disseminate any data and shall take all reasonable steps to maintain and safeguard the confidentiality of that data, and to ensure that its employees and contractors maintain the confidentiality of the Client's data and use it solely as necessary for providing the agreed services.

Sourcefabric is not responsible for storing and retrieving passwords for installed software or third-party services.

Right of Publicity

In accordance with Sourcefabric's Trademarking Policy, the Client has the right to use Sourcefabric's name and other selected information in connection with the Bespoke Product and in promotion of the Project.

These Terms updated May 26, 2014

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