

# STREET MAIL EU® - Terms of Use

## 1 - Access Mode

A. The service is ruled by the following terms and conditions that include this document and all documents as per present external links.

B. These terms and conditions can be modified at discretion of the SUPPLIER at any part it considers appropriate, and the subsequent use of the service by the USER determines its acceptance of changes.

C. Each enabled USER can use the service only after the prior reading in all its parts, and express remotely acceptance via Internet ("online" acceptance) of these "Terms of Use of the service." In the case of use on behalf of an employer, the USER must have his prior authorization to use the service.

D. The USER uses the services provided by the SUPPLIER assuming all liability arising from the use of same. The access to the service is made through the alphanumeric codes called "Username" and "Password", identical to those chosen during registration as Member on [www.open-street.eu](http://www.open-street.eu) site. The service can be used from different workstations. The USER commits to keep in strict confidence the alphanumeric code (called "Username" and "Password") necessary for the performance of the service and therefore it is also responsible for the custody of them: therefore, the USER will be the sole responsible for any damage deriving from the possible use of login and password by third parties. The USER will immediately inform the SUPPLIER of any theft, misplacement, loss or ownership in any way by third parties of login and password. Both upon registration procedure and through the "Contacts" section within the Service, the USER is required to provide updated, complete and accurate information and references (in particular email address). The USER is requested not to attempt to outflank or tamper the access and the authentication to the console. It is expressly prohibited to USER to access the service through programs or methods other than those officially issued and managed by the SUPPLIER; the attempt to violate the security of the Service and to perform interventions such as hacking or reverse engineering constitutes unlawful conduct. The USER is obliged to promptly notify the SUPPLIER in the case of unauthorized use of access to the Service and its functions, as well as any security breach. The SUPPLIER is not responsible for any damage or outages resulting from unauthorized uses of access via the alphanumeric codes assigned to the USER.

## 2 - Documentation and messages

The photographic, graphic or text documentation for the creation of the messages is at sole responsibility of the USER. The SUPPLIER is not responsible for the content of information freely published by the USER in messages sending, and it also does not respond in any way for damage directly or indirectly caused through the use of the services provided.

## 3 - Console Space

The use of the console space connected to the Service is strictly limited to purposes related to sending of newsletters and other types of messages, so the console space is available exclusively for upload of files connected to this service. The USER expressly accepts this principle and therefore he cannot use it for different purposes. The uploaded images and / or documents will be called up exclusively by sent messages sent or by the web version of these messages. The available space is free and unlimited. In any case, single files (images, documents, etc.), both attached directly or called up from links inserted in the communication sent using platform, having more than 250 Kb size (two hundred fifty kilobytes) will not be uploaded. Beyond that limit, the SUPPLIER, at its sole discretion, may slow down or restrict access to the files, or delete the file without any prior

notice to the USER. The USER is aware that images and other attachments uploaded to the server hosting the platform and ready to be sent, will be viewable and usable by the Supplier and by all members of OPEN STREET aisbl that will use the service. If those files are found to not be related to communications to be sent via the platform, or result to be heavier than the maximum allowed, or otherwise fall within one of the following cases: (a) obscene materials or in favour of paedophilia; (B) offensive materials or having purposes contrary to morality; (C) materials having purposes contrary to public order; (D) materials injurious for rights of thirds; (S) copyrighted materials (e.g. Books and / or publications or parts of them or whatever); (F) illegally held material (eg. Software pirate, unauthorized copies, etc.); (G) information or databases in contrast to the current legislation of the country of reception and / or origin of messages or otherwise be contrary to the Belgian legislation; (H) material that incites violence or hatred; (I) material that sells and promotes services or goods that are illegal in the country of reception and / or origin of messages or otherwise be contrary to the Belgian legislation; (J) materials that introduce viruses, Trojans or other malicious and illegal software or in any way considered "doubtful" at the discretion of the SUPPLIER, then the same can proceed with the deletion of files without any prior notice to the USER.

#### **4 - Modality for unsubscribing of recipients**

Each message sent by the USER contains an active link that allows the recipient to unsubscribe and consequently to be removed from sending further email, as well as the information due under current legislation on matter of personal data, under the legislation applicable to USER, who is acting as owner of the data processing, and taking into account the country in which the USER works. The unsubscribe link must be clear, easily recognizable and legible. The cancellation ("unsubscribe") is immediate, automatic and does not request to recipient any password or any email sending.

#### **5 - Platform Updates**

The USER agrees that the characteristics of the software upgrades of service are sole pertinence of the SUPPLIER, who decides ways, quantity and implementation schedule.

#### **6 - Spam and limitations**

It is absolutely impeded to USER the use of SUPPLIER's services for illicit purposes, for sending unsolicited commercial advertising (also known as "spam" sending or "to spam") to discussion groups on Usenet ("newsgroup ") and / or recipient addresses that do not belong to the lists for members of Open Street aisbl and have no relationship with the sender or, in any case, they have not previously expressed their consent to receive communications sent by using the Service. Such consent must satisfy the conditions required by law and therefore must be prior, express, free, informed and referred to specific treatments. Moreover, the USER expressly declares to commit to use the platform in accordance with current regulations in the country where the USER operates.

The SUPPLIER, at any time, even preventively, may suspend sending through the platform and ask the USER to provide documents proving the existence and suitability of consent of recipients, in terms mentioned above, concerning the receipt of communications sent via platform. The USER will have ten (10) days from the date of receipt of the notice sent by the abuse prevention service, for providing the above request. In the event that the USER refuses to provide the required documentation, or the same is not suitable or complete, the SUPPLIER will have the undisputable right to permanently block the function of sending without any obligation to repay the fee equivalent to the non-used services.

In case the User is found responsible for unlawful purposes of telematics services and / or for unsolicited or unauthorized sending ( "spam") as detailed above, thus causing consequent inefficiencies to the supplier, as registration of one or more sending IP, or second level domain tied to the console in use, into a Relay Block List or international Blacklist (URIBL, SURBL, SORBS, SpamCop, Spamhaus, MailPolice, CBL, SYMANTEC, HOSTKARMA, AHBL,

SPAMCANNIBAL, DNSBL, FIVE-TEN.BG, INPS.DE, NIXSPAM, INTERSIL, x1GHBL, OUTBLAZE, LEADMON.NET, NJABL, NOMOREFUNN, PSBL SURRIEL, RRBL (RANGERS), TQMCUBE, TORDNSBL, UNSUBSCORE, VIRBL, WPBL), or a blacklisting or relay block listing at ISP (i.e. Godaddy, Register, Aruba, Fastweb, Alice ...), or to portals that provide free boxes Email (Hotmail, Gmail, Yahoo! Mail ...) the USER will be held sole and exclusive responsible for the violations committed, relieving the Supplier from any type of responsibility, which reserves the right to act in the appropriate forums for damages, caused to their own or to third parties, arising from such acts.

It is also forbidden to publish and send through the platform materials and / or attachments that are within the categories above listed in Part III (Console space) from letter (a) to letter (j). The material with such characteristics, or deemed "doubtful" at the discretion of the SUPPLIER, will determine the immediate suspension of the sending service and the subsequent definitive block, without need of prior notice and with no refund whatsoever for any eventual residual period if User does not comply with the above mentioned terms. In any case, the materials will not be transferred to third parties or used for other purposes.

All emails must have a clearly visible "sender information" section, inserted in the text or in form of direct link. This section must contain: artistic name (or name) and residential address of the sender if an individual; in case of companies, institutions or associations , besides official name and address of legal seat, also the nature of legal form, as well as contact information such as at least one valid phone number or a contact web module, or an email address.

## **THE SENDING LIST**

The STREET MAIL EU service foresees the sharing between members of the contacts mailing list owned by the International Association Open Street aisbl. The mailing list is attributable to recipients from which the association has obtained, in many years of activity, the consent to sending of messages relating to institutional activities carried out. The Users of STREET MAIL EU, likewise, will have access to these lists exclusively for institutional purposes specified in the Statute of Open Street aisbl, and when necessary Users have to apply a new and direct consent to send communications to these recipients. Any use of these addresses for purposes other than those provided by the Open Street statute, is absolutely prohibited.

Each USER can add to the shared lists an unlimited number of recipient addresses from which it will have previously acquired consent to send communications, as provided for by the legislation of the country in which the USER operates.

It is strictly forbidden to include in sending lists any email contact without recipient's consent. Open Street aisbl disclaims all responsibility, and reminds the USER that such practice is liable to be civilly and criminally prosecuted in many European and Non-European countries.

The USER is aware that every email will contain a link through which the recipient may, at any time, exercise the right to unsubscribe from the list managed by the sender.



OPEN STREET aisbl – Rue Antoine Gautier 110 – 1040 Bruxelles (BE)

[info@open-street.eu](mailto:info@open-street.eu) – [www.open-street.eu](http://www.open-street.eu)