



TERMS AND CONDITIONS

The Slooh Member Agreement is a legal document that details your rights and obligations as a Slooh member. This Agreement is your entire Agreement with Slooh and governs your use of Slooh's online services. You cannot become a Slooh Member until you have accepted the terms of the Member Agreement. The Member Agreement provides very important information about your Slooh membership, so you should take the time to read and understand it. The Internet and online world is changing rapidly and as technology and Slooh's business continue to evolve, these policies may have to be updated or revised. By joining Slooh and accepting the Member Agreement you agree that Slooh may change the terms of this Member Agreement. If you don't agree to the changes proposed by Slooh, or to any of the terms in this Member Agreement, your only remedy is not to renew your Slooh membership.

When you accept this Agreement and complete the Slooh registration process, you become the "master account" holder. To be a Slooh member, you must be at least 18 years old. If you are not yet eighteen years old, you may still use Slooh, but only if the account was created and registered by your parent or guardian. As the master account holder, you are responsible for all activity on your account. **No sharing of a Slooh account is permitted under any circumstances.**

A maximum of two accounts per household is permitted. A maximum of one promotional account per household is permitted. You agree not to reveal your password to anyone and indemnify and hold Slooh harmless for any improper or illegal use of your account. **Your account is at risk if you allow someone else to use it.** If your membership is terminated for violating this Agreement, Slooh's prior written permission will be necessary before you can use Slooh again. Any request for your password should be treated with appropriate suspicion – Slooh will never ask you for your password.

Membership

Slooh Student Standard membership includes using the telescopes to make reservations from the "Slooh 1000" object list and access to content on the website, including looking through any telescope with all other logged-in members.

- Under normal hours of operation, missions will be available from roughly one hour after sunset to one hour before sunrise at the observatory location.
- Due to poor weather or mechanical failure, the telescopes may not always be in operation.
- To preserve the quality of the experience, Slooh may suspend missions when imaging conditions are marginal.

Slooh Apprentice, Educator, and Student Pro membership include all the features of Student membership, plus the ability to schedule any object in the night sky (including coordinate reservations), which may be used at any time throughout the term of membership, subject to the following rules:

- Member missions must be reserved in advance, according to the schedule posted on the site.
- **Members may make unlimited reservations** but are limited to one pending reservation at any given time. Once an existing reserved mission has run, another reservation can be made. This policy may be adjusted at any time based on member load.
- **The total number of missions that a member may reserve during the term of their membership is unlimited.**

Slooh Apprentice membership also includes access to the raw FITS data.

Slooh Astronomer membership includes all the features of Apprentice membership, plus additional member telescope time, advance control, and access to additional astronomical catalogs. Astronomer members may make unlimited reservations but are limited to five pending reservations at any given time. Once an existing reserved mission has run, another reservation can be made. **The total number of missions that a member may reserve during the term of their membership is unlimited.** This policy may be adjusted at any time based on member load. Households with two Astronomer accounts must split their combined

mission quota from both accounts across different telescope systems to prevent them from monopolizing a single telescope on any given night.

Slooh Images

Members can download images generated by Slooh. Members agree not to use these images for any commercial purpose. Members are permitted to publish their images online or in print media, and we encourage members to retain the Slooh logo on the images or credit Slooh. If you publish images from another member's mission, you need to credit them in the form of text on the image. Slooh logos are available [HERE](#) in PNG format.

Slooh members must not share Slooh FITS data outside of the membership under any circumstances.

To safeguard members' work, members may not share the FITS data from other members' missions at all. **Any submission of images or data obtained using Slooh's service to organizations, agencies, or groups (including the IAU, CBAT, MPC, Yahoo groups, Facebook groups, BAA, etc.) must be coordinated through Slooh. Before such submissions are permitted, permission must be obtained from Slooh (email: support@slooh.com). This measure is intended to safeguard Slooh's reputation regarding the accuracy and quality of submissions to 3rd party organizations.**

Charges and Billing

Memberships will be renewed automatically at the end of the subscription term unless you cancel as described in the 'Termination and Cancellation' section below. You agree to authorize Slooh to make such recurring charges on or about your renewal date. Slooh reserves the right to change our fees or billing methods at any time. If you disagree with the changes in fees or billing methods, you may choose not to renew your membership. Slooh will not refund any remaining portion of the previously paid subscription when you cancel your membership. Former members who re-join Slooh will have to create a new account; images and other data from lapsed or canceled accounts are not retrievable.

As the account holder, you are responsible for all charges incurred, including applicable taxes, and all usage and purchases under your account. At some point, Slooh may offer certain premium services that incur an additional charge. Slooh will notify you of any additional charge before selecting the premium service. You are responsible for any charges for premium services incurred using your account. You are responsible and liable for any fees, including attorney and collection fees, that Slooh may incur in its efforts to collect any outstanding balances due from you. You also agree that you will be billed for and will pay any outstanding balances if you cancel your membership or your account is terminated. You must inform us about any billing problems or discrepancies within thirty days after they appear on your account statement. If you do not bring them to Slooh's attention within thirty days, you agree to waive your right to dispute such problems.

Workspace/Chat/Discord

The Slooh website may contain, from time to time, Workspaces, galleries (Observations), chat rooms, or other messaging or communication facilities. You agree to use these facilities only to send and receive messages and materials that are proper and related to the particular facility. By way of example, and not as a limitation, you agree that when using these facilities, you shall not:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Publish, post, distribute, or disseminate any defamatory, infringing, obscene, indecent, or unlawful material or information, or any material or information that promotes bigotry, racism, or hatred;
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy and publicity) unless you own or control the rights thereto or have received all necessary consents;
- Upload files that contain viruses, corrupted files, or any other similar software or programs that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information, including email addresses;
- Delete any author attributions, legal notices, or proprietary designations or labels in any file that is uploaded;
- Falsify the origin or source of software or other material contained in a file that is uploaded;
- Advertise or offer to sell any goods or services;

- Conduct forward surveys, contests, or chain letters;
- Download any file posted by another member that you know or reasonably should know cannot be legally distributed in such a manner.
- The Slooh "Observations" feature allows members to share images they have captured or processed using Slooh's telescopes. Members should not use "Observations" to share images from other sources.

Violation of this clause may result in account termination without any refund of membership fees or other reimbursements.

You acknowledge that Slooh's website is public and not for private communications. Accordingly, you agree not to post questions, requests, or comments regarding your account, billing, or related details in the Workspaces or elsewhere on the website. You agree to submit such inquiries, requests, or comments only by direct email to:

Account Queries: custserv@slooh.com

Technical Support: support@slooh.com

Further, you acknowledge that Slooh does not endorse chats, postings, conferences, and other communications by other users, and such communications shall not be considered reviewed, screened, or approved by Slooh. Further, you acknowledge that it is impossible for Slooh to know whether a posting represents a copyright violation or other infringement. Slooh reserves the exclusive right to establish and modify the criteria for what constitutes offensive or objectionable content. The provider of any such content is responsible for ensuring that such content does not violate any extant copyright. Slooh reserves the right for any reason to remove without notice any content posted to the Workspaces, Observations, Illuminations, or Slooh's Discord server. Slooh reserves the right to deny in its sole discretion any user access to this website or any portion thereof without notice. Once you post content on Slooh, you expressly grant Slooh the absolute right to use, reproduce, modify, distribute, etc., the content in any form, anywhere.

Slooh License

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rebroadcast or charge others to use or access this website or its content without first obtaining written permission from us.

Training materials and all other content on Slooh's websites or systems, including but not limited to the members' Workspaces, are copyright Slooh LLC, Washington Depot, CT, and may not be copied or shared with any third party, organization, or person under any circumstances. **Sharing or using any training material or Slooh activity is not permitted outside your Slooh membership.**

We will occasionally provide automatic upgrades to improve your online experience. You agree not to decompile, disassemble, or otherwise reverse-engineer this website or information contained in or on this website or any software contained therein, or to descramble a scrambled work, to decrypt an encrypted work, or otherwise to avoid, bypass, remove, deactivate, or impair technological measures meant to ensure proper authentication and authorization of legitimate users. You agree not to access or write to the reservation system in any automated or semi-automated fashion; all member reservations must be made manually through the reservation pages. You agree not to access the website or systems in any automated or semi-automated manner to acquire images or data or use Slooh's systems or website.

Violation of this clause may result in account termination without any refund of membership fees or other reimbursements.

Slooh's Shows, Star Parties, and the audio storytellers are the sole and exclusive property of Slooh LLC. No recording or rebroadcast can be made without the express written consent of Slooh LLC.

Warranty

MEMBER EXPRESSLY AGREES THAT THE USE OF SLOOH AND THE SLOOH WEB SITE IS AT THE MEMBER'S SOLE RISK. THE SLOOH SITE IS PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. SLOOH PROVIDES THE SLOOH SERVICE ON A COMMERCIALY REASONABLE BASIS AND DOES NOT GUARANTEE THAT MEMBERS WILL BE ABLE TO ACCESS OR USE THE

SERVICE AT TIMES OR LOCATIONS OF THEIR CHOOSING, OR THAT SLOOH WILL HAVE ADEQUATE CAPACITY FOR THE SERVICE AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OTHER DISPUTE WITH SLOOH, IS THE CANCELLATION OF YOUR ACCOUNT. IN NO CASE SHALL SLOOH BE LIABLE FOR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF SLOOH, THE INTERNET, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR MEMBERSHIP WITH SLOOH. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, SLOOH'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. SLOOH DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY PRODUCT OR SERVICE OFFERED THROUGH SLOOH AND WILL NOT BE A PARTY TO OR IN ANY WAY, BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

Indemnification

Upon a request by Slooh, you agree to defend, indemnify, and hold harmless Slooh and its affiliated subsidiaries, employees, contractors, officers, directors, telecommunications providers, and content providers from all liabilities, claims, and expenses, including attorney's fees, that arise from a breach of this Member Agreement for which you are responsible or from the use of Slooh or the Internet, or in connection with your transmission of any Content on Slooh. Slooh reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by a Member. In that event, the member shall have no further obligation to provide indemnification for Slooh in that matter.

Termination and Cancellation

Either you or Slooh may terminate or cancel your membership at any time. You understand and agree that the cancellation of your account is your sole right and remedy concerning any dispute with Slooh. This includes, but is not limited to, any dispute related to or arising out of:

- any term of this Agreement or Slooh's enforcement or application of this Agreement;

- any policy or practice of Slooh or Slooh's enforcement or application of these policies;
- the content available through Slooh or the Internet or any change in content provided through Slooh;
- your ability to access and/or use Slooh; or
- the amount or type of fees, surcharges, applicable taxes, billing methods, or any change to the fees, applicable taxes, surcharges, or billing methods.

If your membership is paid through PayPal, you must visit their site to cancel. Otherwise, you can cancel your membership using the My Account page facility. Slooh reserves the right to collect fees, surcharges, or costs incurred before you cancel your Slooh membership. In addition, you are responsible for any charges incurred to third-party vendors or content providers before your cancellation. If your account is terminated or canceled, no refund, including any membership fees, will be granted; no telescope time or other credits will be credited to you or converted to cash or another form of reimbursement. Active Slooh Members may not allow former Members or other agents whose memberships have been terminated to use their accounts.

Law and Legal Notices

The Member Agreement represents your entire Agreement with Slooh. You agree that this Member Agreement is not intended to confer and does not confer any rights or remedies upon any person other than the parties to this Agreement. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The laws of New York, excluding its conflicts-of-law rules, govern this Agreement and your membership. As noted above, member conduct may be subject to local, state, national, and international laws. You expressly agree that exclusive jurisdiction for any claim or dispute with Slooh or relating in any way to your membership or your use of Slooh resides in the courts of New York. You further agree and expressly consent to the exercise of personal jurisdiction in the courts of New York in connection with any such dispute, including any claim involving Slooh or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers. You agree to abide by the U.S. and other applicable export control laws and not to transfer, by

electronic transmission or otherwise, any content or software subject to restrictions under such laws to a national destination prohibited under such laws without first obtaining, and then complying with, any requisite government authorization. You further agree not to upload to Slooh any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software. This assurance and commitment shall survive termination of this Agreement. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

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Slooh Privacy Policy

No financial transactions or sensitive financial data are ever stored on slooh.com servers. All financial exchanges occur on secure, SSL-protected servers. When users submit sensitive information via the website, your information is protected both online and offline.

Email Addresses:

We may collect your email address when you (i) choose to send us an email message, (ii) purchase one of our products. We may use your email address to respond to your inquiry and to communicate with you when necessary to provide customer service and/or follow-up information related to a product purchase or shipping information. In addition, we may email you occasionally to notify you of special offers or unique opportunities within Slooh.com.

Postal Addresses:

We may collect your postal address when you (i) choose to fill out one of our online forms to request information about our products and services, or (ii) purchase one of our products. We may use your postal address to respond to your inquiry and to

communicate with you when necessary to provide customer service and/or follow-up information related to a product purchase or shipping information.

Telephone Numbers:

We may collect your telephone number when you (i) request that we contact you by telephone, or (ii) choose to fill out one of our online forms to request information about our products and services, or (iii) purchase one of our products and we need to communicate with you about billing or shipping information.

We do not sell or rent customer information to third parties.

As you browse our website, advertising cookies will be placed on your computer. Our display advertising partner, AdRoll, then enables us to present you with retargeting advertising on other sites based on your previous interaction with Slooh. Our partners' techniques do not collect personal information such as your name, email address, postal address, or telephone number. You can visit <http://www.networkadvertising.org/choices> to opt out of AdRoll's and their partners' targeted advertising.