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Terms of Service & Volunteer Infrastructure Disclaimer

Effective Date: August 28, 2026 • **Jurisdiction:** Minneapolis & Saint Paul, Minnesota**Version 1.0**

Key Summary for Organizers & Visitors

Sky Waters is an independent collective of community volunteers—NOT a commercial hosting company or a 501(c)(3) non-profit organization. All technical consulting, database setups, subdomains, and hosting are provided 100% free of charge on a best-effort, strictly "as-is" basis. By visiting this website or utilizing our resources, you agree to release volunteer maintainers from liability and covenant to keep your own independent, offline backups of essential data.

1. Agreement & Acceptance of Terms

These Terms of Service ("Terms") constitute a legally binding agreement between you ("User," "Organization," or "you") and **Sky Waters** ("Sky Waters," "we," "us," or "the Collective"), governing your access to and use of the skywaters.org website, intake portal, donated OpenBSD server resources, hosted databases, subdomains, and volunteer consulting services (collectively, the "Services").

By accessing this website, submitting an intake application, or using any infrastructure provisioned by Sky Waters, you expressly acknowledge that you have read, understood, and agreed to be bound by these Terms, our [Privacy Policy](#), and our [Acceptable Use Policy \(AUP\)](#). If you are accepting on behalf of an organization or mutual aid collective, you represent that you have the authority to bind that group to these Terms.

2. Organizational Status & Financial Contributions

2.1 Independent Volunteer Collective: Sky Waters is an unincorporated grassroots initiative operated by community technologists residing in Minneapolis and Saint Paul, Minnesota. Sky Waters is *not* an incorporated business entity, professional legal or cybersecurity firm, or a recognized 501(c)(3) tax-exempt organization.

2.2 Contributions Not Tax Deductible: Any financial contributions, tips, hardware donations, or domain subsidies provided to Sky Waters directly subsidize our out-of-pocket VPS infrastructure, storage, and volunteer operations. **Money given to Sky Waters is NOT tax-deductible** as a charitable contribution under Federal or State tax law.

3. Nature of Donated Services (“As-Is” & “As-Available”)

3.1 Best-Effort Volunteer Labor: All software configurations, system administrations, databases, domain setups, and security audits are provided by volunteers on personal time as a community service.

3.2 Complete Disclaimer of Warranties: THE SERVICES ARE PROVIDED STRICTLY ON AN “AS-IS” AND “AS-AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SKY WATERS DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT.

3.3 No Service Level Agreements (SLAs) or Uptime Guarantees: Sky Waters does NOT guarantee continuous, uninterrupted, timely, secure, or error-free operation. We do not provide 24/7 on-call technical monitoring, uptime guarantees, emergency SLAs, or disaster recovery warranties. Infrastructure may be restarted, taken offline for maintenance, reconfigured, or discontinued at any time.

4. Limitation of Liability & Release of Claims

4.1 Express Release: TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AND YOUR ORGANIZATION EXPRESSLY AND PERMANENTLY RELEASE, WAIVE, AND DISCHARGE SKY WATERS, ITS VOLUNTEERS, FOUNDERS, MAINTAINERS, CONTRIBUTORS, AND AFFILIATED INDIVIDUALS (COLLECTIVELY, "RELEASEES") FROM ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS, COSTS, OR EXPENSES (INCLUDING LEGAL FEES) ARISING OUT OF OR IN ANY WAY RELATED TO:

Any loss, alteration, destruction, corruption, or unavailability of organizational or constituent data, rosters, or database records.

Unscheduled downtime, network drops, server deprecations, or upstream provider outages.

Security incidents, unauthorized access, breaches, or exploits affecting server infrastructure or third-party tools.

Technical advice, recommendations, software installations, or migrations performed by Sky Waters volunteers.

Any suspension or termination of services pursuant to our Acceptable Use Policy.

4.2 Consequential Damages: IN NO EVENT SHALL THE RELEASEES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR FOR LOSS OF REVENUE, DATA, GOODWILL, OR GRANTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Mandatory Independent Offline Backups

While Sky Waters runs automated, encrypted snapshots of core database tables, **the Partner Organization bears sole, affirmative responsibility for maintaining independent, regular, offline backups of all critical organizational data, volunteer rosters, and records.**

You agree that Sky Waters shall not be treated as your sole data repository, and you covenant not to operate any vital service without a secondary, self-managed backup copy.

6. Third-Party Services & Infrastructure Providers

Our defense-in-depth architecture relies on upstream edge and cloud providers, including Cloudflare (DDoS protection, DNS, edge caching) and trusted VPS hosting providers. Additionally, we frequently advise groups on ethical external tools (such as Proton Mail, Purelymail, Bitwarden, or Signal).

You acknowledge that Sky Waters does not own or control these third-party platforms. Their availability, privacy policies, pricing, and terms are governed entirely by their respective providers. Sky Waters assumes no responsibility for third-party service failures, account freezes, policy changes, or price increases.

7. User Conduct & Acceptable Use

You agree to utilize all Sky Waters services and infrastructure in strict compliance with our [Acceptable Use Policy \(AUP\)](#). In particular:

You may not use Sky Waters systems to transmit unsolicited bulk emails (spam), host malware, conduct phishing, or engage in denial-of-service attacks.

You may not store or process high-risk regulated data, including payment card data (PCI-DSS), HIPAA-regulated medical records, or government identification numbers.

You may not infringe upon the intellectual property, privacy, or civil rights of any third party.

8. Indemnification

You agree to defend, indemnify, and hold harmless Sky Waters and its individual volunteers from and against any third-party claims, liabilities, losses, damages, fines, and expenses (including reasonable attorney fees) arising from or relating to: (a) your use or misuse of the Services; (b) any content, materials, or data hosted, uploaded, or transmitted by your organization; or (c) your violation of these Terms or the [Acceptable Use Policy](#).

9. DMCA & Copyright Infringement Policy (17 U.S.C. § 512)

Sky Waters respects intellectual property rights and adheres to the safe harbor provisions of the Digital Millennium Copyright Act ("DMCA"), codified at 17 U.S.C. § 512.

9.1 Designated Copyright Agent: If you believe in good faith that content hosted on skywaters.org or any hosted `\*.skywaters.org` subdomain infringes your copyrighted work, please send a written notification to our Designated Agent:

DMCA Designated Agent: Sky Waters Legal & Community Operations

Email: legal@skywaters.org (cc: hello@skywaters.org)

Location: Minneapolis, MN, United States

9.2 Required Notice Information: To be effective under 17 U.S.C. § 512(c)(3), your notice must include:

A physical or electronic signature of a person authorized to act on behalf of the copyright owner.

Identification of the copyrighted work claimed to have been infringed.

Identification of the material claimed to be infringing, including the specific URL or location on our systems.

Your contact information (name, address, telephone number, and email address).

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

A statement, made under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the owner.

9.3 Counter-Notification & Repeat Infringer Policy: If content you posted is removed pursuant to a DMCA notice and you believe it was removed by mistake or misidentification, you may submit a written counter-notification under § 512(g). Sky

Waters maintains a policy of terminating, in appropriate circumstances, access for hosted organizations or users who are repeat copyright infringers.

10. Modifications & Severability

Sky Waters reserves the right to update or modify these Terms at any time. When updates occur, we will revise the "Effective Date" at the top of this document. Continued use of our website or services following any modification constitutes acceptance of the updated Terms. If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or severed to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

11. Governing Law & Dispute Resolution

These Terms and any dispute arising from or related to the Services shall be governed by and construed in accordance with the laws of the **State of Minnesota**, without giving effect to any conflict of law principles. Any legal proceeding arising out of or related to these Terms shall be instituted exclusively in the state or federal courts located in Hennepin County or Ramsey County, Minnesota.

Questions or Concerns: Please contact our volunteer team at hello@skywaters.org.
