

Library of Code: Public Virtual Machine – End User License Agreement

This End User License Agreement (EULA) is an agreement between Library of Code (“LOC”, “us”, “we”, “our”) Public Virtual Machine (“VM”, “VPS”, “machine”) and you (“you”, “your”). By using our VM, you fully agree with the terms stated in this EULA. We reserve the ultimate right to update these terms without any prior warning or notice, which can include to comply with the United States law or for enhancements and fair use of our systems. If at any point you do not agree with any part of this EULA, or you violate any part of this EULA, you are subject to account termination and/or ban from our service until otherwise.

Please be aware that this EULA may be updated without any (prior) warning and any updates in this EULA will take immediate effect

Section 1: The VPS

1. You acknowledge that our machines (Linux and Windows) are private property of LOC System Administrators
2. You acknowledge that our machines are provided free of charge
 1. At no point should you sell, trade or exchange any part of our VPS, which includes impersonation of our systems, regardless of charge
 2. We reserve the right to make our machines a paid service
3. You understand that LOC System Administrators have full, unrestricted access of your account and files
 1. We reserve the right to make any modifications to your account and/or files, not excluding login details, accessibility and any/all of the sessions on your account to comply with this EULA or other requirements in order to use our VM
 2. You acknowledge that compensations or offers in this EULA are not guaranteed, and we do not have to enforce them or provide you ANY WARRANTY, SUPPORT, OR ASSISTANCE WITH YOUR ACCOUNT
 3. You acknowledge that LOC will take no responsibility to damage to your files without otherwise being informed prior, during or before any specific event that may occur
 4. We reserve the right to monitor and record any activity that takes place on your account
4. You understand that your access to the machine may be suspended, locked, revoked, or completely deleted with any reason whatsoever, without reason, and with or without notification

Section 2: Data & Storage

1. We reserve the right to record, monitor, intercept, copied, inspected, audited and disclose any and all uses of the VM without prior warning as stated and included in section 1.3 and 1.3.4, including section 3.1 of this EULA
 1. You acknowledge that information will be given to any relevant parties, not excluding the United States Government, Law Enforcement Personnel, authorized sites, as well as authorized officials of government agencies, both domestic and foreign, at their request
 2. We have every right to assistant government, law enforcement, or the any victim of your attacks and provide your information, IP address, or other self-incriminating information we have
2. You acknowledge that the data, information, and storage on the machine is private property of LOC

1. You acknowledge that we have ultimate access to the data and information stored on all our machines
 2. We reserve the right to make any audits on your account to ensure no suspicious or malicious files/data/code is stored on our systems
 3. LOC System Administrators reserve the right to overlook all data that is stored on the machine and make any changes to any relevant areas to comply with this EULA, as stated in 1.3.1 of this EULA
3. You acknowledge that any external applications must not be installed to any part of the machine without seeking prior permission from a member of the LOC Systems Administration or Lead Director, subject to section 1.3.2 of this EULA, excluding the installation of any library packages as required, subject to section 1.3.2 of this EULA
 1. We reserve the right to remove any library packages from the machine, regardless of a user commanded installation or a default package, without prior notice, as stated in section 1.3.1 of this EULA
 2. We reserve the right to refuse any support from these third-party packages as stated in section 1.3.2 of this EULA

Section 3: Resources

1. You acknowledge that the machine is used not exclusively by yourself and all resources to be balanced between all users accordingly
 1. You must not exceed an average of the limits imposed by LOC System Administrators for your tier, which can be referred to in the appendix of this EULA
 2. You must regulate network bandwidth to an acceptable amount at a LOC System Administrator's discretion under section 1.3.1 in this EULA
 3. Constant and frequent failure to meet these guidelines will result in a temporary or permanent removal of your access to the account and its files, as stated in sections 1.3.1, 1.3.3, 1.4, 2.2.2 and 2.2.3 of this EULA, as well as a big slap from Bsian
 4. You must uphold and not exceed the limits of your Tier (see the Appendix for reference)
2. We reserve the right to change the amount of resources available to you under sections 1.3.1 and 2.2.3 of this EULA
3. You acknowledge that inactive use of the account will result in the termination and deletion of the account

Section 4: Content

1. You acknowledge that the files you upload to our machine is appropriate and we reserve the right to disapprove any files you may upload
 1. Hosting pornography, graphic, illegal, or any other NSFW content, regardless of age, race, sex, sexuality of those concerned, is strictly prohibited and will result in an immediate ban under sections 1.4, 1.2.2, 1.2.3, involving sections 1.3.4, 2.1 including 2.1.1, 2.2.2 and 2.2.3 of this EULA
 2. Hosting and/or operating any data with the intent to harm other users on the machine, the machine itself, or other machines, or illegal material is strictly prohibited and will result in an immediate and permanent removal from all our systems under sections 1.2.2, 1.2.3, 1.4, involving sections 1.3.4, 2.1 including taking actions under sections 2.1.1, 2.2.2, 2.2.3 of this EULA

2. You acknowledge that the ownership of all files and services on your account are yours and you are not using the service for a third party

Section 5: Access, authorization and the law

1. You acknowledge that only you must have access to your account (excluding the System Administrators who have full access)
 1. You acknowledge that except in certain circumstances subject to section 1.3.2 of this EULA, we do not provide “organizational accounts” for use by multiple users
 2. Granting permission for someone else to access your account is prohibited, and is subject to immediate termination of your account under sections 1.3.1 and 1.4 of this EULA
 3. You acknowledge that access to another user's content may be granted, subject to section 1.3.2 of this EULA and the agreement of all relevant parties. Please contact a member of LOC Systems Administrator or Lead Director to arrange this
2. You acknowledge that any form of (attempted) hacking, bypassing authorization into another user's account and other illegal activity is strictly prohibited, and will result in an immediate ban from all of our systems, including the LOC Discord Server, under sections 1.3.1, 1.4 with actions taken under section 2.1 of this EULA
 1. You acknowledge that any such activity as listed will be reported to United States Law Enforcement personnel and any incriminating information we may have will be provided to government agencies and/or authorized personnel, both domestic and foreign, as mentioned in sections 2.1.1 and 2.1.2 of this EULA.
 2. The only times when an exception is made, subject to section 1.3.2 of this EULA, are when you report the exploit to LOC System Administrators immediately and privately, without leaking the exploit until given permission, subject to section 1.3.2 of this EULA, and/or when given permission to conduct such action, subject to section 1.3.2 of this EULA.
 3. You acknowledge that if this guideline is not met, then the full actions under section 5.2 will be taken

Section 6: Discord

1. You acknowledge that you meet Discord's Terms of Service fully
2. You acknowledge that any actions taken on the LOC Discord Server will also reflect onto the status of your account
3. You acknowledge that Discord's API must be respected at all times
 1. Failure to do so and before/after a Discord imposed IP ban will result in actions being taken under sections 1.3.1, 1.3.4, 1.4, 2.1, 2.2.3 and 3.1 of this EULA as any LOC System Administrator or Lead Director sees fit
4. We reserve the right to report any unauthorized activity of you/your Discord bot to Discord under section 6.1, and will also result in an immediate removal from the LOC Discord Server

Section 7: Violations and Appeal

1. We will usually give you a maximum grace period of 7 days to acknowledge a dispute (excluding EULA violations, see Section 7.3.1 of this EULA for more information), at which point you acknowledge that Section 7.2 of this EULA will take full effect

2. You acknowledge that any violation of this EULA, unless specifically halted/postponed by a Library of Code Director, is not appealable. The beginning of this EULA explains the actions taken if a violation of the EULA has been made aware
3. The LOC Staff and/or Board of Directors has the ultimate right to open or pursue governance and/or a sanction on your account without any given warning
 1. Whilst we usually do give 24 hours for you to respond and resolve a EULA violation, depending on severity, LOC may impose harsher sanctions on your account without any warning or reason provided
4. If you are confused or do not understand any part of this EULA, please contact a member of LOC Staff who will be able to explain to you

Appendix:

Usages	Max Memory	Max Storage	Misc
Tier 1	200MB	5GB	/
Tier 2	350MB	8GB	Access to internal VPN
Tier 3	500MB	10GB	/

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