Terms and Conditions of the AllSky7 Fireball Network Europe

Version 1.1 / 2021-08-04

1. Purpose

The AllSky7 Fireball Network Europe is a consortium of owners of AllSky7 fireball cameras with the purpose of

- a. popularising astronomy and atmospheric phenomena, in particular meteors, fireballs and meteorites,
- b. supporting scientific analyses of these phenomena, and
- c. public education and spread of information, data and recordings of these events to the public.

The camera network has a charitable character and does not follow commercial interests.

2. Participation in the Camera Network

Participation in the camera network is voluntary and can be terminated at any time without giving any reason. Aside from the initial purchase of the equipment and the basic operational costs (power supply, internet access), the participant has neither costs nor direct commercial benefits from the network.

Participation in the network starts with giving consent to these terms and conditions. The camera owner has to give the consent, including the name of his system (AMSxx) by e-mail to consent@allsky7.groups.io.

The terms and conditions are only effective in their entirety. The camera owner cannot claim or expect that only certain rights or duties are effective for him.

3. Rights and Duties

With the participation in the camera network, the following rights and duties are agreed:

- a. The participant is allocated a DNS alias *.allsky7.net, under which his camera can be reached on the internet.
- b. The camera location, camera status and a contact person (name and e-mail address) are published on the website of the network. On request of the camera owner, the exact location of the camera can be hidden by rounding the geographic coordinates to the nearest 0.1°. However, for subsequent scientific analyses, the exact location of the camera needs to be known.
- c. Certain data and recordings from the camera are automatically uploaded to a cloud server for further analysis.

In addition, there are the following optional rights and duties. If they are not desired, the camera owner has to make a request explicitly by e-mail to consent@allsky7.groups.io.

- d. A picture of the camera, a link to the website of the camera owner, live pictures of the camera and previous recordings (archive) are published on the website of the network.
- e. Other network participants may support the analysis and processing of data e.g. by checking recordings and deleting false detections.

f. The core team of the network provides technical support for the camera (e.g. analysing and fixing problems, installation of OS updates, installation of new software versions and bugfixes).

All duties will be delivered with best efforts and promptly. However, since the support is offered pro bono, there is no entitlement to this work nor a binding implementation period.

The recordings and data of the cameras can be downloaded from the cloud share provided by allsky.com without previous approval by participants of the network, and used in accordance to the purpose of the network. That includes:

- the scientific analysis of the observations, alone or in combination with other recordings to improve algorithms, calculate trajectories, orbits, meteoritic strewn fields and other characteristics,
- the non-commercial distribution of data and recordings on the internet (e.g. at the website of the network, the camera owner, AKM, AMS, IMO, or other astronomical organisations), via social networks (e.g. Youtube, Facebook) and via classical media (e.g. TV, print media), and
- the distribution of data to research facilities, observatories and other non-commercial parties.

Before photographs or videos are shared, the copyright information (e.g. a logo and/or watermark) has to be inserted irrevocable into the material with the publish function of the AllSky7 software.

4. Commercial Use

The development and maintenance of the AllSky7 software, support and trouble-shooting for the software, and the provisioning of cloud resources to store recordings and compute trajectories and orbits is provided by allsky.com, the parent organisation of all AllSky7 camera networks world-wide. These services are granted for free under a community license to camera owners who join local networks like the AllSky7 Fireball Network Europe, and they are provided at cost for other camera owners.

In return, the camera owner grants allsky.com the permission to use all recordings for commercial purposes, without prior explicit approval. The idea behind that is to allow allsky.com in the long run to set up a business scheme, that covers the above-mentioned running costs and allows to continue offering these community services for free. If allsky.com is gaining by any chance a significant positive profit from the business scheme, the camera owner will get an appropriate interest in the profit.

The camera owner is not allowed to use his data and observations for commercial purposes without prior explicit approval from allsky.com for every individual case. This holds in particular for use cases that interfere with possible business models of allsky.com.

5. Copyright and References

Despite the granted permissions to other network members and allsky.com to use recordings and data, the copyright remains with the camera owner. Every use requires that the AllSky7 Fireball Network, the name of the camera owner and the copyright is mentioned.

Scientific publications have to contain the following sentence in their acknowledgements: "All [Part of] the work presented here is based on data of the AllSky7 camera network. The authors thank the network operators for making their data available."

It would be helpful to cite the following paper:

Mike Hankey, Vincent Perlerin, David Meisel, The all-sky-6 and the Video Meteor Archive system of the AMS Ltd. Planetary and Space Science, Volume 190, 2020.

If individual recordings or data are published, they have to contain the note (incl. link): "Copyright: <camera owner>, AllSky7 Fireball Network".

The camera owner entitles allsky.com and the network core team to handle on his behalf copyright infringements of his recordings, e. g. publication on commercial websites without approval. Possible penalties are used by allsky.com in the same way as profits by business schemes described in the previous chapter.

6. Access and Login Credentials

To enable implementation of the given rights and duties, the camera owner provides the following access credentials and prerequisites (e.g. firewall clearances):

- a. Enabling of the automated upload of certain data and recordings to the cloud server.
- b. Optional remote access to the computer (ssh/rdp) for the core team to allow technical support.

7. Leaving the Camera Network

The camera owner can request to leave the network at any time, and without the need to give reasons, by sending an e-mail including the name of his system (AMSxx) to consent@allsky7.groups.io. The camera owner is asked to change resp. delete the login credentials (passwords for the website and for remote access, key to upload the data to the cloud server) to underline his wish.

After requesting to leave, and on the exiting of the network, the camera will be removed promptly from the network and the DNS alias will be deleted. The camera will not show up anymore on the website of the network, under the live images or in the archive. Support will not be granted any longer, and new data will not be used anymore for scientific analyses and work.

The camera owner will need to get in touch with allsky.com about terms and conditions to make further use of the camera software, and to agree on the corresponding license and support fees.

There is a special offer for persons who had ordered their AllSky7 camera before August 4, 2021. These camera owners may continue to use the existing local software without cloud functionalities and any further updates or support. They have also a grace period until August 31, 2021, in which they can return their camera system and get refund.

The exit from the network cannot be declared retroactively, i.e. all permissions granted until the time of exit remain valid. In particular, the camera owner cannot demand that past recordings and data which are published on the internet, in social or other media are to be deleted, or that scientific work or business schemes by allsky.com based on past data are to be stopped.

If a network participant does not comply with the terms and conditions or is not willing to accept changes to these, he can be excluded from the network by the network core team. That is equivalent to leaving the camera network.

8. Liability

Any participation and activity in the network (e.g. data reduction and support) is voluntary and non-chargeable. There would be no entitlement, nor any liability for other participants, the core team or allsky.com for possible damage or financial disadvantages occurring from the activities, unless they were provoked wilfully and with malicious intent.

9. Separability Clause

Substantive changes to the terms and conditions have to be confirmed by the camera owner explicitly by e-mail to consent@allsky7.groups.io to become effective. If only parts of the terms and conditions change, all other regulations remain valid until the camera owner has declared to leave the camera network.

10. Change History

Version	Date	Change
1.0	2020-12-22	Original version
1.0	2020-12-23	Minor changes in chapter 4
1.1	2021-08-04	 Introduction of chapter 4 (commercial use by allsky.com) Introduction of handling of Copyright infringements Deletion of the need to grant remote access to other camera owerns for data sharing Extension of the chapter 7 to get an agreement with allsky.com about the use of camera software after exit Several minor changes