Terms of Service (2026-09)

Last modified: September 2, 2026

By using the bbjprojek.org website and making use of a BBJProjeK Account (the "Account") and all its related features, including BBJProjeK Mail, BBJProjeK CDN, BBJProjeK GitLab, BBJProjeK Drive, BBJProjeK Go+, Swift Lynx and other services (the "Services") and other services like RaBBAu, or KanXras operated by Zimext Incorporated, you agree to be bound by the following terms of service (the "Terms"). These Terms cover all present and future features provided by your Account. The Services are operated by BBJProjeK Ltd. ("We", the Organization), a Swiss organization located at **Rue du Général-Dufour 12, 1204 Geneva, Switzerland**, which is partially under the supervision of Zimext Incorporated (Romania). Use of your Account or the Services includes registering an Account, keeping an Account open (not deleted by you or not deleted or deactivated by BBJProjeK), or accessing our website or mobile/desktop applications, or making use of our services. Please read these Terms carefully before you use your Account or the Services. By using your Account or the Services, you are agreeing to be bound by these Terms. You may not use your Account or the Services if you do not agree to these Terms. These Terms apply every time you use your Account or the Services.

If you agree to these Terms on behalf of a company or another legal entity, you represent that you have the authority to bind such entity, its affiliates, and all users who access the Services through your Account to these Terms. In the absence of such an authority, you are not authorized to use the Services.

1. Users of the Services

The Services are provided exclusively to individuals who are at least 13 years of age, and even then, only to minors who have obtained parental or legal guardian consent to open and maintain an Account.

The Services are provided exclusively to persons or legal entities. Accounts registered by "bots" or automated methods are not authorized and will be terminated.

Each user is solely responsible for all actions performed through the Services.

You agree not to use your Account or the Services for any illegal or prohibited activities. Unauthorized activities include, but are not limited to:

2. Authorized use of the Services

You agree not to use your Account or the Services for any illegal or prohibited activities. Unauthorized activities include, but are not limited to:

1. Disrupting the Organization's networks and Servers in your use of the Services;
2. Leaking confidential information from the Organization;
3. Accessing/sharing/downloading/uploading illegal content, including but not limited to Child Sexual Abuse Material (CSAM) or content related to CSAM;
4. Infringing upon or violating the intellectual property rights of the Organization or a third party;

5. Harassing, abusing, insulting, harming, defaming, slandering, disparaging, intimidating or discriminating against someone based on gender, sexual orientation, religion, ethnicity, race, age, nationality or disability;
6. Sharing private code, repositories, or conversations to member outside the Organization without previous notice;
7. Trading, selling or otherwise transferring the ownership of an Account to a third party (with the exception of Lifetime Accounts, which can be sold or traded exclusively through the Organization);
8. Promoting illegal activities or providing instructional information to other parties to commit illegal activities;
9. Engaging in spam activities, which are defined as the practice of sending irrelevant or unsolicited messages or content over the internet, typically to a large number of recipients, notably for the purposes of advertising, phishing, or spreading malware or viruses;
10. Sending junk mail, bulk emails, or mailing list emails that contain persons that have not specifically agreed to be included on that list. You agree not to use the Services to store or share content that violates the law or the rights of a third party;
11. Abusive registrations of email aliases for third-party services;
12. Using email address and aliases for the unique purpose of registering to third-party services;
13. Attempting to access, probe, or connect to computing devices without proper authorization (i.e. any form of unauthorized “hacking”);

Referring yourself or another one of your Accounts to unduly benefit from our referral program’s benefits (see section 9 for discretionary benefits of the program).

Any Account found to be committing any of the listed unauthorized activities will be immediately suspended or restricted accordingly (which can include features and capabilities restrictions).

The Organization may also terminate Accounts which are being used for illegal activities that are not listed above, particularly in response to orders from the competent authorities informing of such illegal activity.

We reserve the right to limit service capacity for Accounts which use of resources (e.g. bandwidth) is excessive and hurts the user experiences of other users in an unfair way.

The Organization reserves the right to suspend or delete Accounts that have been inactive for a consecutive period of twelve months. For more information, we invite you to read our inactive Account policy.

If you would like to contest the suspension of your Account, please submit an appeal through our Abuse Appeal Form.

3. Inactive Accounts

The Organization reserves the right to suspend or delete Accounts that have been inactive for a consecutive period of 12 months and/or part or all of their associated data and content according to this section.

If you have been inactive on your free Account for a consecutive period of 12 months or more, access to your Account and all or part of the data associated with your Account (including but not limited to personal private repositories stored in GitLab, emails stored in BBJProjeK Mail, files stored on the CDN, passwords and 2SV

codes stored in KanXras) may be deleted. You will receive notices 30, 15 and 7 days in advance before such action is taken on the recovery email associated with your Account.

Accounts under a custom flag are always considered active and no action will be taken against your Account under this section. Terminating your flagged active Account will make your Account subject to this section again.

If your Account is not flagged, you are considered active by performing one of the following actions at least once in a period of 12 months:

- Logging in to your Account on the web, desktop or mobile apps; or
- If you are already logged in, using one of the products (for example, accessing your inbox in the web or any third-party app, reading an email, checking projects in GitLab, etc.).

Activity is considered by Account, not by email address. Keeping an active Account ensures that any email addresses you created for that Account (@bbjprojek.org, @bbj.me, etc.) also remain active.

If you are subject to insurmountable circumstances that won't allow you to stay active on your Account in a period of 12 months, please contact our Operations Working Group so that they can prevent deletion under this section.

4. Limited warranties and liability

The Organization does not make any warranty about the reliability of the Services or the security of user data, despite best efforts. The Service is provided "as is" and "as available," without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title, accuracy, non-infringement, or warranties that may arise from course of dealing or course of performance or usage of trade.

The Organization has no obligation to store or forward the contents of terminated Accounts. We also have no obligation to store messages or contents for Accounts that exceed their storage quotas. Furthermore, you will not hold the Organization liable or seek indemnification if confidential material is unintentionally released as the result of a security failure or vulnerability in the performance of the Services or if data is deleted for an inactive Account (see section 3). Due to the encrypted nature of the Services, you acknowledge that the Organization has no ability or obligation to recover your data if you misplace your password.

To the extent not prohibited by law, you acknowledge and agree that in no event will the Organization be responsible or liable to you or any third party, under any theory of responsibility or liability, for any indirect, special, exemplary, incidental, consequential, or punitive damages (including, but not limited to, procurement of substitute goods or services; loss of data, use, or profits; business interruptions; or any other damages or losses), for any multiplier on or increase to damages, or for any costs or fees (including attorneys' fees), whether under these Terms or otherwise, arising in any way in connection with your Account, the Services, or these Terms, whether arising at law, in equity, or otherwise, and whether based in contract, strict liability, tort (including negligence or otherwise), common law, statute, equity, or otherwise, even if we have been advised of the

possibility of such damage, or for any other claim, demand, or damages whatsoever, arising out of or related to your use or inability to use your Account or the Services.

Without limitation of the foregoing, and to the extent not prohibited by law, the total liability of the Organization's parties for any reason whatsoever arising out of or related to the use of, or inability to use, your Account or the Services, or these Terms, shall not exceed $100, or the amount you paid us, if any, for use of your Account or the Services, whichever amount is greater. This liability, if any, shall be complete and exclusive. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

Applicable law in some locations, such as the State of New Jersey, does not allow the waiver of implied warranties, the limitation of liability of certain damages set forth above, including the provisions of this section that limit or exclude special, exemplary, consequential, or punitive damages, or limit or exclude the use of any multiplier on or increase to damages, and limit the liability of the Organization or any of the Organization's parties, to the greater of either $100 or the amount paid by you for use of your Account or the Services. These limitations or exclusions may not apply to you. The provisions of this section do not apply to the extent, and only to the extent, not permitted by applicable law.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE § 1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5. Indemnification

You agree that the Organization, and any parents, subsidiaries, officers, directors, employees, agents, or third-party contractors (the "Indemnified Parties") cannot be held responsible for any third-party claim, demand, or damages, including reasonable attorneys' fees, arising out of your use of your Account or the Services. You agree that the Indemnified Parties will have no liability in connection with any such third-party claim, demand, or damages, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees and litigation expenses of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any third-party claims, demands, or damages arising out of your use of your Account or the Services.

6. Privacy

Our Privacy Policy and its sub-policies explain the way we handle and protect your personal data and privacy in relation to your Account, your use of the Services, and your browsing of the bbjprojek.org and its subdomains websites. By agreeing to the present Terms and to be able to use the Services, you also agree to our Privacy Policy and its sub-policies.

If, in the provision of the Services, the Organization processes, on the user's behalf (where the user acts as a Data Controller), any personal data that is subject to the EU General Data Protection Regulation (GDPR), the company's data processing agreement shall apply.

7. Intellectual property

All trademarks, service marks, logos, trade names, and other proprietary designations of BBJProjeK displayed on this website are trademarks or registered trademarks of the Organization, and numerous of BBJProjeK are registered with the U.S. Patent and Trademark Office and with multiple trademark offices around the world.

8. Modification to the Terms of Service

Within the limits of applicable law, the Organization reserves the right to review and change these Terms at any time. As long as you are using your Account or the Services, you are responsible for regularly reviewing these Terms. Continued use of your Account or the Services, including non-deletion of your Account after such changes are performed shall constitute your consent to them. The latest Terms will apply going forward and to any dispute or issue arising after the Terms have been updated.

9. Severability

If any of the provisions of these Terms are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions, unless they materially affect the entire intent and purpose of these Terms or unless otherwise provided herein, shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms, so that these Terms shall remain in full force and effect.

10. Applicable law and language

This section defines different rules depending on whether you use BBJProjeK's services for business purposes (business user) or as a consumer user, and if the latter, where you reside. Refer to the appropriate section applying to you.

If you are a business user (anywhere in the world) or a consumer user (residing outside of the United States of America), you agree that these Terms shall be governed in all respects by the substantive laws of Switzerland, to the maximum extent permitted by law. Any disputes, actions, claims, or other controversies arising out of or relating in any way to these Terms, your Account, the Services, your use of (or lack of use of) or access to (or lack of access to) your Account or the Services, or any advertising, promotion, or other communications between you and the Organization, whether based in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis, shall be subject to the jurisdiction of the competent courts of the Canton of Geneva and Section 10.1 below does not apply. By using your Account or the Services, you irrevocably agree that the courts of the Canton of Geneva shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or relating in any way to these Terms or its subject matter or formation to the extent permitted by law.

If you are a consumer user residing in the United States of America, you consent to the extent permitted by law to the jurisdiction of the courts of the Canton of Geneva to settle any dispute or claim (including non-contractual disputes or claims) arising out of or relating in any way to these Terms or its subject matter or formation and agree that any such claim that is brought in Switzerland shall be governed in all respects by the substantive laws of Switzerland. You further agree that for any disputes, actions, claims, or other controversies arising out of or relating in any way to these Terms, your Account, the Services, your use of (or lack of use of) or access to (or lack of access to) your Account or the Services, or any advertising, promotion, or other communications between you and the Organization, whether based in contract, warranty, tort, statute,

regulation, ordinance, or any other legal or equitable basis, if brought in the United States and found to have jurisdiction in the United States, shall be construed and enforced in accordance with the laws of the state where you reside; provided, however, that the arbitration provisions herein shall be governed by the Federal Arbitration Act and the American Arbitration Association ("AAA") Consumer Arbitration Rules (the "AAA Rules"), as described more fully below in Section 10.1. A printed version of these Terms and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent as other documents and records originally generated and maintained in printed form.

Binding arbitration agreement and class action waiver

These Terms of Service contain a class action waiver as well as an arbitration provision, which requires you to arbitrate any claims (with certain exceptions) you may have on an individual basis. Arbitration on an individual basis means that you will not have, and that you waive, the right for a judge or jury to decide your claims, and that you may not proceed in a class, consolidated, or representative capacity in any forum, as described in more detail below. You have the right to opt out of arbitration and/or the class action waiver, as explained below. Please read this section and the class action waiver section carefully – it may significantly affect your legal rights, including your right to file a lawsuit in court and to have a jury hear your claims. It contains procedures for mandatory binding arbitration and a class action waiver.

Informal dispute resolution. Either party asserting a dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Both you and the Organization agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

Scope of the arbitration agreement. Mindful of the high cost of legal disputes, not only in dollars but in time and energy, both you and the Organization agree that any and all disputes, actions, claims, or other controversies arising out of or relating in any way to these Terms, your Account, the Services, your use of (or lack of use of) or access to (or lack of access to) your Account or the Services, or any advertising, promotion, or other communications between you and the Organization, whether based in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis, shall be resolved exclusively through final and binding individual arbitration, and the parties expressly waive any and all rights to appeal any order or judgment of the arbitrator or seek confirmation of an order or judgment of the arbitrator to the extent permitted by applicable law. "Dispute" will be given the broadest possible meaning allowable under law. All Indemnified Parties are intended beneficiaries of this binding arbitration agreement and class action waiver.

This agreement to arbitrate covers and includes threshold questions of arbitrability. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any and all disputes arising out of or relating to the formation, existence, scope, validity, interpretation, applicability, or enforceability of this agreement to arbitrate, or any part of it, or of these Terms, including, but not limited to, any claim that all or any part of this agreement to arbitrate or the Terms is void or voidable. If any party disagrees about whether the foregoing provision (or any portion of this agreement to arbitrate, including without limitation the provisions relating to arbitration) can be enforced or whether it applies to the dispute, the parties agree that the arbitrator will decide that dispute. Notwithstanding the foregoing, however, the parties agree that any issue concerning the validity of the class action waiver below must be decided by a court, and an arbitrator does not have

authority to consider the validity of the class action waiver. Both you and the Organization understand and agree that we are waiving our right to sue or go to court to assert or defend our rights, except as set forth below.

Exceptions. Notwithstanding the remainder of this binding arbitration agreement, you and the Organization agree that the following types of disputes will be resolved in court, unless both you and the Organization agree to submit the dispute to arbitration pursuant to this binding arbitration agreement: (1) disputes or claims within the jurisdiction of a small claims court consistent with the jurisdiction and dollar limits that may apply, as long as it is brought and maintained as an individual dispute and not as a class, representative, or consolidated action or proceeding; (2) disputes or claims where the sole form of relief sought is injunctive relief (including public injunctive relief); or (3) intellectual property disputes.

For the avoidance of doubt, the waiver of the right to bring claims in or otherwise participate in a class, representative, or consolidated action or proceeding set forth in the class action waiver provision below does not prevent you from seeking public injunctive relief in an individual capacity to the extent otherwise permitted by law.

You and the Organization also agree that for disputes or claims where both injunctive relief (including public injunctive relief) and non-injunctive relief are sought, you and the Organization will first submit the dispute or claim for non-injunctive relief to arbitration pursuant to this section. The arbitrator will not be permitted to grant injunctive relief (unless the parties mutually agree otherwise). Once the arbitration of the dispute or claim for non-injunctive relief has concluded, you and/or the Organization may seek the injunctive relief (including the public injunctive relief) in court to the extent permitted by law.

Any litigation in court of the foregoing types of disputes (except for small claims court actions) may be commenced only in a federal or state court located within county (or parish) and State in which you reside, and you and the Organization each consent to the jurisdiction of those courts for such purposes. Regardless of whether the foregoing types of disputes in this section are resolved by a court or pursuant to arbitration, you and the Organization agree that the dispute is subject to the class action waiver provision set forth below.

How arbitration works. Either party may initiate arbitration of a dispute, which will be settled by final and binding arbitration, using the English language, administered by AAA under the AAA Rules then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of these Terms), and the parties expressly waive any and all rights to appeal any order or judgment of the arbitrator or seek confirmation of an order or judgment of the arbitrator to the extent permitted by applicable law.

Unless you and the Organization agree otherwise, including to conduct the arbitration by telephone or video-conference, any arbitration hearing shall take place in the county (or parish) and State where you reside, unless the arbitrator determines that a different location would better serve the convenience of the parties. Payment of all filing, administration, and arbitrator costs and expenses will be governed by the AAA Rules, except that if you demonstrate that any such costs and expenses owed by you under those rules would be prohibitively more expensive than a court proceeding, the Organization will pay the amount of any such costs and expenses that the arbitrator determines are necessary to prevent the arbitration from being prohibitively more expensive than a court proceeding (subject to possible reimbursement as set forth below).

Each party is responsible for his, her, their or its own attorneys' fees and expenses, and the Organization will not pay your attorneys' fees or expenses except to the extent ordered to do so by the arbitrator. If you prevail

in arbitration, however, you will be entitled to an award of reasonable attorneys' fees and expenses to the extent allowed for under applicable law and ordered by the arbitrator. In the event the arbitrator determines the claim you asserted in the arbitration to be frivolous according to Federal Rule of Civil Procedure 11, or brought for an improper purpose, you agree to reimburse the Organization for all fees associated with the arbitration paid by the Organization that you otherwise would have been obligated to pay under the AAA Rules.

In determining whether an action is frivolous, the arbitrator may consider whether the Organization has offered you a full refund of the sum you paid for items you purchased from the Organization or has otherwise offered full relief to you in relation to your individual claim. If the arbitrator, upon final disposition of the case, finds your dispute was not frivolous, the Organization will reimburse any filing fees that you paid and were not otherwise reimbursed. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under these Terms will take place on an individual basis – class arbitrations and class actions are not permitted. You understand that by agreeing to these Terms, you and the Organization are each waiving the right to trial by jury or to participate in a class action or class arbitration.

Class action waiver. To the fullest extent permitted by applicable law, you and the Organization each agree that any proceeding to resolve any dispute, claim, or controversy will be brought and conducted only in the respective party's individual capacity and not as part of any class (or purported class), consolidated, multiple-plaintiff, or representative action or proceeding ("class action"). You and the Organization agree to waive the right to participate as a plaintiff or class member in any class action. You and the Organization expressly waive any ability to maintain a class action in any forum. If the dispute is subject to arbitration, the arbitrator will not have the authority to combine or aggregate claims, conduct a class action, or make an award to any person or entity not a party to the arbitration. Further, you and the Organization agree that the arbitrator may not consolidate proceedings for more than one person's claims, and it may not otherwise preside over any form of a class action. For the avoidance of doubt, however, you can seek public injunctive relief to the extent authorized by law and consistent with the exceptions clause above.

If this class action waiver is limited, voided, or found unenforceable, then, unless the parties mutually agree otherwise, the parties' agreement to arbitrate shall be null and void with respect to such proceeding so long as the proceeding is permitted to proceed as a class action. If a court decides that the limitations of this paragraph are deemed invalid or unenforceable, any putative class, private attorney general, or consolidated or representative action must be brought in a court of proper jurisdiction and not in arbitration.

Opt out provision and governing law. You have the right to opt-out and not be bound by the arbitration provisions including or excluding the class action waiver set forth in these Terms by sending written notice of your decision to opt-out to:

BBJProjeK Ltd.
Attn: Legal
Rue du Général-Dufour, 12
1204 Geneva
Geneva, Switzerland

The opt-out notice must be sent to the foregoing address within 30 calendar days of your first agreeing to these Terms. Should you not opt out in accordance with this section within the 30-day period, then this agreement to arbitrate will become fully effective and binding as of the date you first agreed to these Terms. If you opt out of

only the arbitration provisions, and not also the class action waiver, the class action waiver still applies. You may not opt out of only the class action waiver, but not the other arbitration provisions.

This binding arbitration agreement and class action waiver are governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act and other applicable federal law. To the extent state law applies to any aspect of this binding arbitration agreement and class action waiver, or to any disputes and claims that are covered by this binding arbitration agreement and/or class action waiver, the laws of the State in which you reside will apply. We will provide notice of any material changes to this binding arbitration agreement and/or class action waiver (which may be satisfied by updating these Terms, unless not otherwise permitted by law, in accordance with the provisions in the section “Modification to the terms of service”), in which case you will have the right to opt out of the arbitration provisions and/or class action waiver within 30 days after such change, consistent with the terms above. Except as set forth above regarding the class action waiver provision, if any portion of these arbitration provisions is deemed invalid or unenforceable, it will not invalidate the remaining portions of these arbitration provisions. Only the arbitrator is authorized to make determinations as to the scope, validity, or enforceability of this binding arbitration agreement, including whether any dispute falls within its scope, as set forth above. However, the parties agree that any issue concerning the validity of the class action waiver above must be decided by a court, as set forth above, and an arbitrator does not have authority to consider the validity of the waiver.

11. Miscellaneous

These Terms do not affect your statutory rights or your legal rights, if any, as a consumer.

Headings are for reference purposes only and in no way define, limit, construe or describe the scope of such section.

Our failure to enforce any provision of these Terms shall not constitute a waiver of that or any other provision.

These Terms represent the entire agreement between you and us in connection with your use of your Account or the Services, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and the Organization with respect to your Account or the Services.