

Lochwinnoch Community Local Area Network

Service Agreement

This Agreement is made by and between the Lochwinnoch Community Local Area Network Society, a non-profit community organisation, and the individual (Member) designated on the Membership Agreement.

General Agreement.

You and the Society agree that our primary mutual objective under this Agreement is to provide Internet access to you by means of shared facilities designed, acquired, housed and maintained by the members of the Society, including yourself, acting as unpaid volunteers for all members' mutual benefit.

The General Agreement notwithstanding the details of this agreement are as follows:

The Society agrees:

1. To provide operational, technical, and administrative mechanisms to ensure fair and open communications between Member and the Internet, as well as among members, without discrimination as to network origin or data route, type, or content;
2. To regulate Member's network usage only to the extent necessary to provide a reliable network in a rural setting at reasonably low cost;
3. To promote the greater connectivity of Society and community networks; and
4. To provide Member with 30 days notice by email of changes to the Society's fees and policies;

Member Agrees:

1. To pay the membership and connection fees set by the Society's Committee;
2. To provide time and expertise, to the extent practical, should it be needed, to assist the Society in meeting its goals;
3. Member has received a copy of and accepts the "Conditions of Use" of the Society.

Service Periods:

The Start of Services begins on the day your endpoint transceiver successfully communicates, in the opinions of the Member and the Technical Group, with one of the Society's access points. The service ends the last day of the quarter in which service began and shall automatically renew for successive quarterly terms unless otherwise cancelled.

Connections:

Your immediate connection to the wireless network is between an endpoint transceiver that you provide at your site and an access point transceiver that may be provided by another Member. Depending on the location of the nearest access point, you may be required to purchase additional equipment to support your connection. This equipment may be located at a different physical location from your residence. Other access points in the network, and their corresponding endpoint transceivers, may differ considerably from yours. Your access point shall be shared typically by many members; your residence may not only have broadband access to the Internet but may also be a relay station that allows others in the Society to have broadband access.

Pursuant to the above paragraph you may need to purchase the equipment that will enable you to fulfil that obligation to the Society. The list of required equipment will be supplied by the Society.

Limitations. The Society's distribution network shall be generally planned, installed, and maintained by the members of the Society acting as unpaid volunteers. Distribution nodes such as access points, relay points, and routers shall be generally located at and in the homes of members. Therefore, the availability of Services is highly dependent on volunteers: absent qualified volunteers, whether due to vacations, happenstance, or dispositions of individuals, outages may not be timely repaired; and equipment relocation due to loss of equipment sites may cause extended or permanent loss of Services to you. Degradation of established Services may be caused by obstruction of the transmission path between your site and the access point, a clear line of sight between access point and endpoint being necessary for reliable communication. Extended or permanent suspension of Services may result from termination of Internet access by the Society's access provider.

Rates. Rates are determined by the Society, and are subject to change. Members are not required to have Internet access through the Society. The Society shall notify you in writing at least thirty days before any change in prices. In the event of a price increase, you may terminate Services and incur no termination charges by notifying the Society in writing at least fourteen days before the effective date of the increase. Otherwise, you are responsible for payment of fees for the Service Period at the new prices.

Payment Charges.

You agree to pay all charges incurred, including all applicable sales and use taxes as well as duties or levies. You are responsible for payment of each Service Period whether or not Services are continuously provided throughout the Period unless Internet access is generally unavailable at your wireless access point for 10 consecutive days. You shall receive credit for the full interval during which Services are unavailable. Should Services be terminated before the end of a month for which prepayment has been made, the Society shall refund an amount corresponding to Service Period not received less charges for unanticipated Services received.

Billing Cycle.

You will be billed monthly. The billed amount is payable on or before the beginning of the month by standing order. Payments are credited from the account due date, not from the date the payment is received. Service may be suspended if fees are outstanding. At the beginning of your first Service Period you will receive an invoice covering the remainder of your first quarter of Services, and if fewer than thirty days remain in the quarter ending, you will receive an additional invoice for the quarter following.

Invoicing.

All invoicing is done by email. The Society shall deliver an invoice to you covering anticipated Services for the quarter beginning and charges for unanticipated Services for the quarter ending. The invoice identifies the monthly payments and due dates, the amounts and the standing order arrangements.

Non-payment.

The Society is made up of your neighbours and friends. Non-payment and/or untimely payment of your share of the Society's connection cost will badly reflect your standing with them. It is possible they will have to pick up the costs incurred due to your non-payment. Additionally, the Society may take remedial action as they determine necessary as set forth in this document and in the Society's By Laws.

Ownership, Maintenance and Replacement of Equipment.

You agree to provide, at your own expense, all necessary preparations required to comply with the Society's installation and maintenance specifications for your site, including but not restricted to purchase, installation, and maintenance of antennas, antenna cables, grounding provisions, endpoint transceiver, and any other equipment at or extending from your site related to the use of Services.

Protection of Your Site, Equipment, Data and Service.

You accept all responsibility for the installation and maintenance of any external antennas in compliance with local electrical and building codes and in a manner that will minimize lightning damage to any structure or equipment to which antennas or antenna cables are attached, even if members of the Society provided volunteer assistance with installation of your equipment.

You provide, at your expense, adequate insurance covering antennas, antenna cables, and equipment connected to external antennas, and structures which might be affected by lightning strikes on external antennas.

You arrange backup Internet access, at your expense, via a service provider if you depend on Internet access.

You provide any software or equipment which you may need, at your expense, to protect data and software at your site against unauthorized access, theft or damage via the Society's network.

The Society's Acceptable Use Policy.

Acceptable Network Use Policy (*AUP*) is determined by the Society and is subject to change. The Society shall notify you in writing at least thirty days before any change in the AUP, whereupon you may terminate services and incur no termination liability by providing the Society with a termination request in writing at least fourteen days before the effective date of the change.

You agree to abide by the current AUP and to not use Services

1. In violation of the law or in aid of any unlawful act;
2. To access, alter, or destroy any information of another by any fraudulent means or device, or to attempt to do so;
3. To interfere with or disrupt other network users, network services or network equipment, whether intentionally or not; or
4. Cause the Society to be in violation of contracts with its providers of network services.

You agree to be solely responsible for the content of any transmissions over the Internet by yourself and any third party who uses your facilities other than a member of the Society who has signed an independent agreement with the Society to comply with the AUP.

Propagation of Services to Others.

For residential users, you agree to provide access only to members of your household and your guests in that household. For business users you agree to provide access only to employees of your organisation.

Obsolescence of Equipment.

The Society may from time to time upgrade its Services to comply with Internet standards or to improve the performance, availability, maintainability or coverage of its network. You agree that, beyond reasonable planning for orderly migration, the Society shall not be liable to you should any such upgrades cause your equipment to become obsolescent or obsolete, require modification or alteration, or otherwise affect the performance of equipment.

Control of Equipment.

You agree that the Society may accept network management traps from your transceiver, and perform exclusive network management of your transceiver including but not limited to upgrading of endpoint firmware and disabling of your transceiver if the Society determines that operation endpoint is disruptive to the network. Similarly, if you provide a wireless relay or access point at your site, you also agree that the Society may exclusively manage your relay or access point.

Limitation of Liability.

The Society shall not be liable, for damage to you out of your use or inability to use Services or products provided hereunder. The Society shall not be liable for unauthorized access to your transmission facilities or your premise equipment; or for unauthorized access to or alteration, theft or destruction of your data files, programs, procedures or information through accident, fraudulent means or devices, or any other method, even should such access occur as a result of the Society's negligence.

Your sole remedy for non-performance of Services under this Agreement shall be repair or replacement of Services.

In no event shall the Society or its officers, agents, or members be liable under any circumstances for any other damage including lost profits, loss of data, or special, indirect, incidental, exemplary, or consequential damages, for any cause whatsoever, regardless of the form of action, even if the Society has been advised of the possibility of such damages to you.

Default.

If you default, the Society may terminate Services and retake possession of Service Equipment (before, during or after action to recover sums hereunder), retain all payments made hereunder, and recover charges and costs which you owe as well as any other damages the Society may have sustained because of your default. "Default" shall mean that you have become subject to a voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceeding; make an assignment for the benefit of creditors; admit in writing your inability to pay debts when due; or fail within ten (10) days after written notice to remedy any breach of this Agreement.

Interruption of Service.

The Society may interrupt Services immediately after an attempt to notify you by telephone in any event where the Society has determined that you are in breach of the AUP. Services shall be timely reinstated after the Society determines that the condition has been remedied.

Members will be entitled to a pro rata rebate of subscription in the event of 'reasonably prolonged interruption of service' caused by satellite failure.

Members will not be entitled to a rebate of subscription when service interruption is caused by loss of line of sight and Clan are required to pay for the lease of the satellite.

You agree to indemnify the Society, its officers and its directors and hold such persons harmless from and against all loss, liability, damage and expense, including reasonable counsel fees, caused by:

1. Acts or omissions of you or your household, officers, employees, agents, contractors or volunteer assistants that arise out of or are caused by the construction, installation, maintenance, presence, use or removal of systems, antennas, terminal equipment or software that are or have been connected to the Society Services and that result in claims and demands for damages to property or for injury or death to persons including payments made under any Worker's Compensation Law or under any plan for employee's disability or death benefits.
2. Claims for libel, slander, invasion of privacy or infringement of copyright, and invasion or alteration of private records or data arising from any information, data or message transmitted over the network from your facilities. General network maintenance may expose administrators to data transmitted on the network, and
3. Claims for infringement of patents arising from the use of equipment, software, apparatus and systems not provided by the Society in connection with Services.

The provisions of this Part shall remain in force for three years after your final Service Period.

General.

1. You shall not assign or transfer your Membership without the prior written consent of the Society.
2. The Society shall not be responsible for performance of its obligations hereunder were delayed or hindered by the unavailability or unwillingness of volunteer members to perform necessary duties.
3. You are responsible for assessing your own need for property, casualty, liability insurance against all risks including but not limited to: lightning damage or injuries associated with installation and maintenance of your equipment. You shall bear the risk of loss to your equipment and agree to not make any claims against others for any such property loss.
4. Should any part, section or other portion of the Agreement be found invalid, the balance of the provisions shall remain unaffected and shall be enforceable.
5. This Service Agreement together with the current Bylaws constitutes the entire agreement between the parties. The parties hereby specifically advise each other that any representations inconsistent with the terms and conditions contained herein made by any officer, agent or employee are wholly unauthorized and are specifically repudiated.
6. Disputes

In the event of a dispute Scots law will be applicable.