

ISPFH Co-op Membership Agreement

This Agreement is made by and between ISPFH Co-op, an Illinois not-for-profit corporation (“Coop”) and the individual or company (“Member”) as designated on the Membership Application appended hereto.

Whereas the purpose of the Coop is to provide dedicated, reliable and secure Internet connectivity for its members.

The Coop agrees as follows:

1. To provide Member with dedicated IP connectivity to the Internet at a level of service agreed to by Coop and Member and that is commensurate with the amount of usage fees paid by Member.
2. To equitably allocate usage fees among all of the members based upon each member’s relative level of service as agreed to by Coop and Member.
3. To dedicate all Coop assets and revenue to the provision of services to its members.
4. To regulate member network traffic usage only to the extent necessary to maintain a reliable network, as further set forth in the Coop’s Acceptable Use Policy.
5. To provide 30 days notice of any change of membership fees or usage fees.

Member agrees as follows:

1. To pay membership fees as set by the Board of Directors. Membership fees are due each calendar year on the anniversary of membership.
2. To pay usage fees as set by the Board of Directors commensurate with Member’s agreed level of service. Usage fees are due in advance on the first day of each calendar month.
3. Membership will be terminated for membership or usage fees not paid within 30 days of date due.
4. To provide time and expertise, to the extent possible, to the Coop to assist in meeting the goals of the Coop.
5. Member has received a copy of and accepts the Coop By-laws.
6. Member has received a copy of and accepts the Coop Acceptable Use Policy (“AUP”). Member acknowledges the availability of the AUP on the World Wide Web at <http://www.ispfh.org/aup.htm>, and that the AUP as posted there may be changed by the Coop on a monthly basis. Member agrees to abide by the terms of any such revised AUP.
7. All notices and documents pertaining to the Coop may be delivered to Member solely by email, and receipt of such materials by email shall be considered receipt for all business and legal purposes. Member waives any requirements for delivery of any documents or notices from the Coop other than by email.

Dated this ____ day of April, 1999. Agreed to by Member: _____

Print Name: _____

ISPFH Membership Application

Member Name:

Membership is ___ Individual ___ Associate

Technical and Administrative Contact:

Address:

Address:

City, State, Zip:

Phone:

Fax:

Email:

Billing Contact (if different):

Address:

Address:

City, State, Zip:

Phone:

Fax:

Email:

ISPFH Co-Op Acceptable Use Policy

This statement represents guidelines for the acceptable use of ISPFH Co-Op communications media, including traffic terminating on or passing through its networks. In such instances where data communications leave ISPFH's systems and are carried by other networks, ISPFH's users and connecting networks are advised that the acceptable use policies of other networks are applicable, and must be respected. ISPFH *informs* its users of its own policies, and requires its connecting networks to do the same.

Purpose:

ISPFH Co-Op, a not-for-profit Illinois Corporation, has established its networks to:

- Provide high quality networking services at or near cost to its members, whether they be non-voting corporate entities or voting individual members.
- Place high-quality, bandwidth-assured networking resources within the cost limitations of individuals, small corporations, and non-profit organizations.

Requirements of Usage:

- To respect the privacy of the users of ISPFH, and all networks accessible via ISPFH.
- To use the network connectivity provided by ISPFH for legal purposes only; Particularly to respect the legal protection provided by copyright, license, and other applicable legal devices to programs, communications, and data.
- To respect the integrity of computing systems, and to not use the network connectivity provided by ISPFH to compromise same.
- To not use the network connectivity provided by ISPFH in a manner that disrupts, interrupts, or degrades the quality of the connectivity of any ISPFH member, or of the Co-Op as a whole.

Specifically Acceptable Uses:

- Usage for private personal or business communications.
- Usage for public communications as suggested by the charters of USENET newsgroups, and the well known guidelines generally accepted by the users and news administrators of same.
- Usage for research or educational purposes.
- Usage for data communications in accordance with applicable laws.

Specifically Unacceptable Uses, among others:

- It is not acceptable to use the network connectivity provided by ISPFH to transmit threatening, obscene, or harassing materials.
- It is not acceptable to use the network connectivity provided by ISPFH to interfere with or disrupt network users, services or equipment. Disruptions include, but are not limited to, distribution of unsolicited advertisement via e-mail, USENet, IRC or other means, inappropriate filing of USENet articles contrary to a newsgroup's charter, and using the network to make unauthorized entry to any other machines accessible via the Co-Op's Internet connectivity.
- It is not acceptable to use the network connectivity provided by ISPFH for the purposes of transmitting "chain letters," "broadcasting" messages to mailing lists or non-consenting individuals, nor any other type of use which will result in congestion of the Internet or ISPFH's connecting networks, or which would significantly interfere with the connectivity of others.

Violation of Policy:

The Technical Board of the ISPFH Co-Op will review alleged violations of Acceptable Use Policy on a case by-case basis. Violations of policy may result in a requirement that the member upgrade services to accommodate otherwise legitimate use that is degrading ISPFH functionality because the member is under-provisioned for the use, or in serious cases, in termination of ISPFH membership and network services to member.

Please address all questions or comments regarding this policy statement to board@ispfh.org