



Relationship Agreement

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Introduction

This document's objective is to ensure you are aware of your rights and obligations as a User of Website Services under this Contract and of The Vendor rights and obligations as a Supplier of Website Services. It is the Standard Registered Association or Business Relationship Agreement between the Registered Association or Business /Applicant and The Vendor for the Supply Internet Website Services as specified by the registration Form.

Application and Variation of the Contract

1. This Contract supersedes any previous Contracts provided by The Vendor. It sets out the terms on which The Vendor delivers the Website Service to you and its terms may not be altered. The Vendor reserves the right to vary this policy in the future at its sole discretion.

Website Service

1. The Vendor will supply you with access to the Website services at www.lccdwa.com as requested by you.

Other service conditions

1. No responsibility or liability will be taken by The Vendor for any loss, damage, liability or expense resulting from the lack of continuous provision of the Website Service.
2. In order to comply with legal obligations The Vendor may, where it is deemed necessary, monitor data access transmitted by you when using the Website Service.
3. Under relevant state or federal legislations, industrial code of practice or under directions of regulatory authorities or court order, The Vendor may take any steps deemed necessary in order to comply with any legal obligations.
4. Subject to any other provisions of this Agreement, in the event that The Vendor proposes to withdraw Your Registration, the Vendor will give you at least thirty (30) calendar day's written notice of the withdrawal.

Registered Association or Business Responsibilities

1. The Administration Account Holders must have attained the age of 18 years.
2. It is the Registered Association or Business responsibility to provide us with a nominated E-mail address that we can use to contact the Registered Association or Business.
3. It is the Registered Association or Business responsibility to ensure that their computer meets the minimum specification to connect to the Website Service, including any Software and Hardware requirements.
4. You are asked to regularly check your nominated E-mail Address for any correspondence from The Vendor about the Website Service.
5. You must not connect any unauthorised or illegal links or equipment to the Website Service.

Security

1. The Vendor will allocate a fixed User ID and password for each nominated Administrator.
2. The Registered Association or Business acknowledges that it is liable for all charges associated with the Website Service resulting from misuse of its username and password and agrees to keep its usernames and passwords confidential. The Vendor accepts no liability for unlawful use of the Registered Association's or Business's password even in the event of it being lost or stolen.
3. The Registered Association or Business agrees to immediately notify The Vendor of loss or theft of their password.
4. It is recommended that you take all necessary measures to protect your equipment when using the Website Service from unauthorised access. Unauthorised access of the Website Service via an unprotected connection (including wireless interception) is the sole responsibility of the Registered Association or Business Administrators.
5. It is the Registered Association or Business's responsibility to take necessary preventative measures to protect its own computers, software and data from viruses and other malicious Websites. The Registered Association or Business acknowledges that The Vendor cannot protect the Registered Association or Business computers, software and data.
6. The Registered Association or Business acknowledges that some material on the Internet may be offensive, inappropriate or unsuitable and agrees that The Vendor has no responsibility whatsoever for such material. Additionally the Registered Association or Business hereby agrees that in using the Website Service the Registered Association or Business must not:
 - a. Use the Website Service to undertake any illegal or unlawful or offensive activity or commit any fraud or breach any Australian legislation, codes of conduct or standards established for the Internet Website Service Provider Industry;
 - b. Disseminate computer viruses or other malicious Websites;
 - c. Transmit, store or place on the Internet any content which is defamatory, offensive or of a menacing and/or obscene character;
 - d. Place on the Internet, or issue invitations to give directions (including hyperlinks) to, any illegal content or potentially illegal content;
 - e. Engage in sending unsolicited emails, spamming and advertising material;
 - f. Engage in conduct so as to interfere with or disrupt any other Internet users or service providers;
 - g. Engage in any unauthorised use of any material protected by patent, copyright, trademark or other intellectual property rights; and
 - h. Talk about hacking or about breaching any laws, talk of or engage in any conduct that may contravene any of The Vendor's Policy's (including but not limited to any Acceptable Use Policy that we may have and our Privacy Policy) and any other Policies or Practice to which The Vendor may subscribe from time to time including Codes of the Internet Industry Association or Business of Australia.
7. The Registered Association or Business shall indemnify and hold harmless The Vendor from and against any action, claim or loss that The Vendor may suffer or may have brought against it as a result of the Registered Association or Business breaching the Contract.
8. All persons that use the Website Service have read and understand the Contract.

Our Responsibilities

1. Network outages may occur from time-to-time that may result in the Registered Association or Business suffering from Downtime. In the case of scheduled maintenance outages, all Registered Association or Business s who may be affected will be notified through Their Default E-mail Address no later than 7 days prior to the scheduled outage, unless the scheduled outage is for emergency maintenance where you will be notified as soon as is practically possible.
2. Given that we have received an application form and we have successfully processed it, we will endeavour to connect you to the Website Service within two (2) working days.

Outages

1. Restoration of Website Services resulting from Outages, where possible, will be kept within indicated times but may vary in the event of exceptional circumstances.
2. We will endeavour to restore Website Services resulting from a System-Wide Outage within 24 hours.
3. If The Vendor provides a Registered Association or Business with a link to another Website or resource, The Vendor will not be responsible for the content of those web sites or resources and The Vendor makes no warranties or representations as to the accuracy of any information in or linked to its Website and assumes no liability or responsibility for any errors or omissions in content thereof. Additionally The Vendor will not be responsible for the content or form of any information or data passed into the Internet in the provisions of the Website Service including any information which is defamatory, offensive, unlawful or unsuitable for people under 18 years of age or for any one in particular. Nor will it be liable for any damage to or viruses which may infect, contaminate or act to the detriment of any computer equipment or other equipment owned or utilised by the Registered Association or Business.

Commencement of the Contract and the Website Service

1. The Contract is deemed to be active from the date when both the Application Form has been signed by the Registered Association or Business Administrators and the Website Service has been logged in to by any of the Association or Business Administrators.

Abuse Procedures

1. Abuse procedures will be commenced by:
 - a. Giving an unauthorised person the Registered Association or Business account and password details;
 - b. Deliberately or recklessly disrupting The Vendor's Website Service or activities, or engaging in any activity likely to disrupt the same, either deliberately or not;
 - c. Engaging in spamming;
 - d. Misusing access to the Internet in a manner identified in writing by a competent law enforcement official as unlawful;
 - e. Using access to the Internet to menace or harass others;

- f. Behaviour that results in the disruption of other people's access to the Internet or their enjoyment thereof, including but not being limited to computer viruses, email bombardment and damage to Internet-connected resources and channel flooding; and
- g. Using access to the Internet to unlawfully obtain access to other networks.

Suspension or Termination of Website Service

1. Suspension by User:
 - a. You can terminate the Registered Association or Business Administrators account at any time, providing you provide us with Written Notification.
2. Suspension by The Vendor:
 - a. This can be triggered by any breach of the Contract. As opposed to termination, The Vendor may choose to suspend the Website Service for such period as it determines;
 - b. The Vendor supports the right to privacy and the laws that support privacy in all forms and it strictly prohibits the sending of unsolicited mass messages of any kind. We will terminate the account of any member who uses "spamming" techniques to solicit referrals and who does not remove a recipient upon being requested to do so by that recipient;
 - c. If The Vendor suspends your Website Service accounts for any breaches under this agreement, you shall remain liable for all charges attained by The Vendor directly from this or these breaches; and
 - d. Upon the death of the Account holder, the account shall be deemed terminated.

Complaints Procedure

1. If you have a complaint about our services or associated matters, you may contact us via mail, e-mail, phone or fax, or via our online e-mail form.
2. You may request to have your complaint escalated to be dealt with by a manager, if you are dissatisfied with the outcome of your complaint.

Force Majeure

1. If, as a result of Force Majeure, either Party is unable to carry out their obligations under this Agreement, they shall give the other Party prompt written notice of the occurrence and particulars of the act, event or cause constituting the Force Majeure and, in so far as known, the probable extent to which it will be unable to carry out, or be delayed in carrying out its obligations and thereupon will not be required to carry out such obligations for the period provided the Party has used all possible diligence to overcome or remedy the Force Majeure as quickly as possible.

Proper Law/Jurisdiction

1. This Agreement shall be governed by the laws in Western Australia and the parties submit to the non-exclusive jurisdiction of the Courts of that State.



Lower Coastal Community Directory of
Gingin, Western Australia

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Definitions

Force Majeure means any act, event or cause beyond the reasonable control of the party concerned including, but not limited to, acts of God, perils of the sea, war, sabotage, riot, storm and tempest, earthquake, landslide, explosion, strike and other labour difficulties (whether or not involving employees of the party concerned) or failure of the internet or world wide web.

Spamming is the unsolicited and unauthorised sending of messages of any kind to businesses and people who do not know you personally and have not agreed to receive your messages.

Outage An outage that results in downtime, affecting the entire The Vendor Website.

Upload Any data that is sent by your computer to the Internet.

Written Notification Acceptable forms of Written Notification is e-mail, fax or registered mail.

You, Your, Registered Association or Business, Applicant The account holder as per the name given on application.

The Vendor being Steve's PC's.

The Website Service being The Lower Coastal Community Directory.