

INCA Terms and Conditions

Founding Statement

The members of the Independent Networks Co-operative Association (INCA) are supporting, planning, building and operating sustainable, independent and interconnected networks that advance the economic and social development of the communities they serve and permit the provision of applications and services through open competition, innovation and diversity. They will work together to create cohesive interconnected next generation networks.

These Terms and Conditions form the basis of the contract through which Independent Networks Co-operative Association Ltd (INCA) will deliver membership services (the "Services") to you as a member of INCA.

They also govern the general use of the INCA Main Site (<https://www.inca.coop>) and other Sites which may be used by INCA to deliver Services to all website visitors, including non-Members.

Please read these Terms and Conditions carefully. In consideration of us allowing you to access the Sites and accepting your application to become an INCA member, you agree to be bound by these Terms and Conditions. You should also note that these Terms and Conditions set out obligations to other INCA members, and those INCA members may be able to enforce their rights against you under these Terms and Conditions. Your attention is particularly drawn to the limitations and exclusions of liability set out herein.

1. Membership Benefits

Membership of the INCA will provide you with one of five levels of membership: Tier 1, Tier 2, Tier 3, Tier 4 Associate, Tier 5 Associate. For full details for the membership levels, benefits and fees please visit our website: <https://www.inca.coop/membership/categories-benefits-fees>

Membership packages vary according to the level of membership.

We reserve the right to change the benefits that apply to INCA membership at any time without prior notice.

Any external providers of a benefit included within your membership package will have absolute discretion in relation to the provision of services, and membership of INCA does not guarantee that the external provider will accept an application from an INCA member for the provision of services.

Services supplied by an external provider will be subject to the provider's own terms and conditions, and we do not accept any liability for loss or damage suffered as a result of a fault, error or omission in the provision of these services.

We reserve the right to change our external providers without prior notice and our decision on services provided is final.

2. The Membership Contract

To become an INCA member, follow the instructions on the membership pages of our website. This application is an online process, please visit our webpage <https://www.inca.coop/membership/application>

When you submit your online application to INCA, you are making an offer to subscribe to INCA which, if accepted, will result in a legally binding contract.

At the point of renewal of your membership, your renewal payment is confirmation of the continued acceptance of this contract. You may not transfer any of your rights and obligations under these terms and conditions to another person.

Online Membership Applications

For online membership applications you will have sight of a confirmation page and be sent an acknowledgement email. Acknowledgement that your application has been received and is being processed does not mean that your application has been accepted. Your membership with INCA begins on the date when membership is applied for but will not be live on our website until membership fees have been paid in full.

Membership Renewals

Membership is automatically renewed unless we receive notification in writing, either by email or letter, at least 10 working days prior to your renewal date.

Lapsed Memberships

If your membership has lapsed for a period of two years or more, you will be required to complete a new membership application form should you wish to renew. It is not possible to reinstate lapsed memberships online. Please contact the INCA team to discuss further.

Cooling-off Period

You have a seven (7) working days cooling-off period* from the date of confirmation of your new membership in which to cancel your subscription without penalty. You must notify us of your wish to cancel in writing by contacting the INCA team at info@inca.coop

The cancellation right above only applies to new membership applications and does not apply to the renewals of existing memberships.

3. Code of Practice

INCA members also agree to abide by the INCA Code of Practice. Please see <https://www.inca.coop/about#code-of-practice> for the full details of the INCA Code of Practice. All INCA members sign up to this Code of Practice on joining and reaffirm their commitment on an annual basis. Failure to adhere to the Code of Practice may result in the termination of your membership.

4. Right to Refuse or Downgrade Membership Applications

We reserve the right not to fulfil, or to cancel, your membership application if we are unable to obtain payment of membership fees within our payment terms.

If your membership application is accepted, but we subsequently discover that any or all of the information provided by you was misleading or false, we reserve the right to revoke your membership with immediate effect, without the right of appeal. Any membership fees paid will not be refunded in these circumstances.

5. Members' Obligations

As an INCA member you warrant and represent to us and each other INCA member that the following are and will be true each time that you access or use the Site and/or Services and/or Sites specific to Services:

- a. you have all requisite power and authority to enter into and perform your obligations under these terms and conditions;
- b. there are no circumstances of which you should reasonably be aware which would prevent these terms and conditions from being and forming legally binding obligations upon you;
- c. your performance pursuant to these terms and conditions does not and will not conflict with or breach any constitutional document, agreement or Applicable Laws to which you are subject or by which you are bound;
- d. all the information which you submit to the main INCA Site and other Sites for INCA Services is complete, reliable, accurate, free from errors, and not misleading in any way, and will not infringe any third-party rights; and
- e. you will not do, or omit to do, anything that might reasonably be expected to put us in breach of any Applicable Laws.

You will provide us promptly on request with all information that we may reasonably require from time to time in connection with your access to or usage of our website/s and/or services.

6. Events

Members and non-Members may be invited to events organized by us and/or our partners, to enable them to gain information and make the best use of networking opportunities.

For paid-for events full payment is required prior to the day of the event. Notice of cancellation for paid-for events must be given in writing and the following will apply:

- 15% administration charge will apply at any point of cancellation
- 25% administration charge will apply from 6 weeks prior to the event
- 50% administration charge will apply from 4 weeks prior to the event

- 100% administration charge will apply from 2 weeks prior to the event.

In the case of free events, where, having registered, you are subsequently unable to participate, please advise us of any changes at your earliest opportunity so that we can make the place available to an alternate participant.

INCA reserves the right to alter the arrangements or cancel an event due to unforeseen circumstances. Every effort will be made to keep registered participants promptly informed of any such changes, and where appropriate provide a refund.

Substitute participants can be made at any time by contacting us.

7. Services

Members, and in some circumstances non-Members, may apply for logins to INCA Services such as the INCA Marketplace and the INCA Quality Mark Gold Standard Scheme. Access to these Services is conditional on adherence to these Terms and Conditions as well as any Service-specific additional Terms and Conditions.

The INCA Marketplace is a portal for INCA Members to browse and order Products and Services from Vendors. The service is provided in good faith by INCA as a Member Service. The contract and all contractual matters are between the INCA Member and the Vendor.

Members acknowledge that information placed on the INCA Marketplace is uploaded by Vendors and other third parties and therefore INCA is not responsible for its correctness or accuracy.

The INCA Quality Mark Gold Standard Scheme aids identification and communication of Quality Networks. It provides an agreed set of definitions covering technology, performance and customer service and a set of logos for Members of the Scheme to use in marketing their networks.

INCA expressly excludes any liability from use of the Services.

8. Membership Cancellations and Refunds

If you wish to cancel your membership you must inform us of your intention to cancel a minimum of ten working days prior to the anniversary of your application. This notice should be provided directly to us in writing by letter or email.

No refunds will be provided unless the above notice requirements are complied with.

Once renewal of your membership has occurred, it will still be possible to cancel your membership, but we are not obliged to offer a refund if notice has not been given.

9. Membership Fees

By agreeing to these terms and conditions, you agree that you will pay us the fees set out on the Levels, Benefits and Fees page of the Site. Membership fees displayed on this page will prevail at all times in relation to orders placed online.

We reserve the right to alter the price of membership subscriptions from time to time, and any such amendments will be published on the Levels, Benefits and Fees page of the Site. If you are a current INCA member, you will be informed of any fee change prior to your annual renewal. If we discover an error in the price of your membership subscription, we will inform you as soon as possible.

10. Payment Terms

Membership - INCA can only accept payments for membership by BACS or by cheque. Cheques must be posted to the registered office address and may take up to ten working days to process. INCA does not currently take payments for membership by credit/debit card. Payment must be made within the terms as stipulated on the invoice. For new applicants, your membership will not be made live on our website until your membership fees have been paid.

Events - INCA can take online payment by credit/debit card or Paypal and offline payment via BACS or cheque for some events. Invoices for events must be paid prior to the event taking place. INCA reserves the right to refuse entry to events if an invoice relating to that event is outstanding for payment at the time of the event.

Sponsorship - from time to time, INCA may offer sponsorship packages for events, services or other activities. The sponsorship benefits will only be due on agreement to pay according to the terms for the sponsorship. Failure to pay may result in withdrawal of sponsorship benefits. INCA reserves the right to invoice for costs that may have been incurred under a sponsorship package if payment is not made.

11. Viruses, Hacking and other Offences

You shall not (a) knowingly introduce any viruses or other malware into the Sites or (b) attack (or instigate or facilitate the attack of) the Sites or Services via a denial-of-service attack or a distributed denial-of-service attack, or (c) use the Sites or Services for any purpose which is unlawful, abusive, libellous, obscene or threatening.

A breach of this clause may constitute a criminal offence. We may report any such breach (whether actual or suspected) to the relevant law enforcement authorities and you agree to co-operate with those authorities.

You shall be responsible for ensuring that you have appropriate Virus and malware protection, processes and software in place.

We will not be liable for any losses caused by any form of attack, malware or viruses that may infect your computer equipment, computer programs, data or other proprietary material due to use of the Sites or Services.

12. Links

The Sites may contain links to other websites, which in turn may contain material that has been produced by third parties not affiliated with us. We have no control over those other websites and accept no responsibility or liability for information or content provided on such websites.

13. Liability

Nothing in these terms and conditions shall exclude or limit any person's liability for death or personal injury caused by its negligence, or any person's liability for fraud.

Subject to the above, neither we nor any of our agents, licensors or delegates or our or their directors, officers or employees will be liable for any losses incurred or suffered by you, directly or indirectly in connection with:

- a. materials provided to or by or on behalf of us being corrupted or inaccurate;
- b. you being unable for whatever reason to access or use the Sites or Services;
- c. benefits, goods or services provided by an external provider/third-party;
- d. any acts or omissions by you, any other INCA members, or your or their personnel; or
- e. us, or other INCA members, acting on materials or communications which purport to have been made by or on behalf of you but which have been created or sent by (i) a third party purporting to act in your name, or (ii) a person who has lawful access to the Services but who exceeds his authority, regardless of whether such losses arise in contract, tort, negligence, breach of statutory duty or otherwise.

Further, neither we nor any of our agents, licensors or delegates or its or their directors, officers or employees will be liable for any indirect or consequential losses incurred or suffered by you, whether or not those losses are foreseeable.

The total aggregate liability of us to you for all losses arising out of or in connection with these terms and conditions, the Sites and the Services (whether such losses arise in contract, tort, negligence, breach of statutory duty or otherwise) shall not exceed the amount of any fees received from you in the preceding 12 months.

Except as specified in these terms and conditions, all express or implied conditions, terms, representations or warranties (whether implied by statute or otherwise) are hereby excluded to the maximum extent permitted by law.

These Terms and Conditions do not and shall not affect your statutory rights as a consumer.

14. Data Protection and Confidential Information

You acknowledge and agree that we may monitor your use of the Sites.

We may record, retain and use for monitoring, statistical analysis or marketing purposes information on or from your access to and use of the Sites and the Services. Please see our Privacy Policy (<https://www.inca.coop/documents/privacy-policy>) for more information on how and for what purposes we use your personal data.

You shall treat as confidential and shall not (other than where permitted or compelled to do so by any Applicable Law) use or disclose to any person any Confidential Information nor permit its disclosure. For the purposes of these terms and conditions, Confidential Information means

all information (in whatever form) which is not publicly known and which is disclosed to, or otherwise learnt by, you in connection with the Sites, Services or these Terms and Conditions.

15. Termination of Membership

Without affecting any other rights and remedies which we may have and without liability to you for any losses which may result, we may terminate your membership:

- immediately and without notice if,
 - i. in our sole opinion, you materially breach any of these terms and conditions, or fail to adhere to the INCA Code of Practice.
 - ii. you fail to renew your membership;
 - iii. you become bankrupt or insolvent;
 - iv. we are required by any applicable law to terminate these terms and conditions; or
 - at any time by giving you 7 days' notice in writing.

On any termination of membership your right to use the Sites and the Services shall cease, and we may terminate your access to and use of the Sites and Services and invalidate any relevant access details.

Termination of membership for whatever reason shall not affect:

- any rights, liabilities or obligations which accrued before such termination;
- any right to payment of fees; and
- any of these terms and conditions that are intended to continue to have effect after such termination.

If we terminate your membership under clause 15i or 15ii, you may appeal our decision to terminate by contacting info@inca.coop. The matter will be referred to an independent third party chosen by us, and any decision they make regarding the termination of your membership will be considered final and binding.

16. Variation

We may change these terms and conditions at any time upon giving you 14 days prior written notice. The most recent edition of these terms and conditions will be binding upon you.

Members may exit the contract without penalty if they do not accept any proposed variation.

17. Third Parties

A person who is not party to these terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

18. Entire Agreement

These terms and conditions override any contrary terms or conditions published in relation to any membership subscription between you and us.

19. Governing Law and jurisdiction

These terms and conditions are governed by English law. You hereby irrevocably submit to the exclusive jurisdiction of the English courts notwithstanding the jurisdiction where you are based.

If any court or competent authority decides that any of the provisions of these terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by the law.

20. Queries, comments and complaints

We will respond to any complaint or query received within five working days. This may be an acknowledgement that we have received a complaint whilst further investigations are carried out.

If you have any queries, comments or complaints about your subscription please contact the INCA team on info@inca.coop.

Independent Networks Cooperative Association Limited is an Industrial and Provident Society registered in England & Wales, Reg. No. 30852R.

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