# HAMSHACK HOTLINE COVENANT

## Warranty & Fitness

Hamshack Hotline, herein after referred to as "HH", exists to provide in-network voip communications services to Amateur Radio Operators, the greater Ham community. In-network services are defined as services provided within the HH network and not to mean outbound and inbound termination services to destinations outside the HH network. HH makes no promises of availability, or uninterrupted carriage of communications, or availability of emergency services (ie. 911, etc). Conditions which could affect HH availability could be the result of disaster, denial of service attack, other cyber threats, or maintenance windows as needed. HH will not be held liable for any failure to provide communications carriage at any time or for any reason. By using, or continuing to use HH, you understand and agree to all terms herein. For real emergencies, please use traditional telecom services in the event of imminent danger to life and property. HH will always make the best possible effort to achieve high availability and quality standards, and we will always try to provide advance notice of any planned downtime due to maintenance requirements.

# Allowed Equipment

HHUS, HHEU, and HHAP allow only devices listed in our Supported Endpoints document to connect to the network, to assure trouble-free and reliable provisioning. All other non supported endpoints can be used on HHX(Experimental). The HH Operator's Team (HHOPS) are a small group of volunteers who dedicate some of their personal time to administrative duties and we want to ensure their burden is kept as low as possible. To achieve this, we will maintain a list of supported equipment. As of March 5, 2018, HHUS, HHEU, and HHAP will no longer provide SIP accounts solely for softphones. In all cases, a member must have a provisioned and connected hardphone on HHUS, HHEU, and HHAP network before HHOPS will allow that member to use a softphone on these listed servers(This does not apply to HHX). The intention is to ultimately discourage the use of softphones in general. The only exception to this is a SIP or IAX account issued solely for the purpose of trunking to another PBX that is member owned, in such case, the request will be granted by HHOPS.

#### Terms of Service

Requesting and connecting your endpoint to the HH network affirms your acceptance of all terms set forth in this covenant now and in the future as amended. Use of HH for lawful purposes is granted so long as the use is benevolent and used according to the following conditions:

- HH members may not charge for any communications services carried over the HH network.
- The nature of communications is lawful and not in any way linked to criminal or terrorist
  objectives. HHOPS will cooperate fully with law enforcement and/or Homeland Security in the
  event HH is abused to further criminal or terrorist oriented goals.
- HH members will maintain the level of professionalism in public conferences and RF
  extensions, that Hams have become known and respected for. Misconduct in a public
  conference/bridge or RF extensions could result in punitive measures administered by HHOPS,
  up to and including permanent disconnection of services and re-assignment of the HH number
  used by the offending member.
- HH will not tolerate abusive behavior towards other HH members or the HHOPS team. This
  includes the practice of "prank calls" or disturbing calling patterns made in a manner with the
  obvious intent to harass another HH member. HHOPS will vigorously investigate all
  complaints brought to their team.
- Clubs & organizations are solely responsible for the conduct in their non-public conference bridges and RF extensions. HHOPS will provide administrative support to organizations when requested to handle issues should they arise.
- HH does not otherwise police the subject of discussion in public bridges or RF extensions so long as that discussion is done in a respectful way to all parties in a public bridge or RF extension. That means politics and religion are "on the table" so long as they are done respectfully.
- HH does not police the subject or content of station to station calls over HH. Other than a case
  of harassment as outlined above, HHOPS will not intervene or interfere in the content or
  carriage of communications between private parties on the HH network.
- Intentional interference by spoofing or otherwise attempting to disrupt the HH network will
  result in immediate banning from the HH network and in severe cases HHOPS will notify law
  enforcement and tender all available evidence. HHOPS will not tolerate intentional
  interference to HH systems or member owned endpoints.
- HH numbers will only be issued when an applicant supplies the MAC Address of the phone, along with their callsign to HHOPS. Numbers which have no connected phone attached for more than 30 days, will be disconnected and returned to the HH number pool and reassigned.

## **Monitoring of Communications**

HH and the HHOPS team reserve the right to monitor the communications of HH members with or without notice. Such monitoring could result for any of the following reasons:

- System maintenance & troubleshooting
- Investigations of complaints
- As required by Law Enforcement
- Other compliance related reasons

That said, we would caution all HH members to be mindful of this. HH or HHOPS will operate by a code of respect & trust. That being said, anything overheard will never be disclosed to any other party, unless required by Law, and only in those circumstances. In this way, we operate like any other telecom network. In the event that a member of the HHOPS team is found to not operate within this code of trust and confidentiality, such HHOPS team member will be immediately removed from the HHOPS team.

We hope you find HH useful and fun, and HHOPS will work to ensure that HH works for you and your Amateur Radio organization. Thank you for being a part of HH!