



MojaveWiFi.com
P.O. Box 1921
Joshua Tree, Ca. 92252
(760) 366-7515
(760) 362-1373

Non-Public Office:
61884 Commercial St Suite B
Joshua Tree CA 92252

Mojavewifi.com Billing Procedure

What you pay today: On the date of installation of service, Mojavewifi.com technicians will determine the first month's Service fee based on the actual date of installation. This is a pro-rated amount, which pays for your service through the end of that month.

What to expect next month: Mojavewifi.com provides invoices to its customers at the beginning of each month for that current month. Payment is due between the 1st of the month and the 10th. Accounts not paid after the 10th of the month are subject to a late charge of \$5.00. Accounts set up for Automatic Credit Card Billing (ACCB) for payment dates later than the 10th of the month are not subject to Late Fees provided that the payment is processed when it is intended. ACCB payments for which are declined are subject to the late fee and are still due. Please monitor your credit card statement to make sure your bill has been paid on time. Accounts not paid by the 24th of the current billing month are subject to suspension. A reactivation fee of \$20.00 is required if service is suspended for nonpayment.

Contact information:

Phone Number: (760) 366-7515 or (760) 362-1373
Office Hours: Monday - Friday, 9am – 4pm or by appointment.

****Please note: If you have a problem with your connection after hours or on the weekend, please call us and leave a message! We check our messages frequently.***

Website: www.mojavewifi.com
Service Inquiries: service@mojavewifi.com
Billing Inquires: billing@mojavewifi.com

Thank you again for choosing Mojavewifi.com!!

Please note: Troubleshooting procedures for Wireless Customers are on the next 2 pages.

Below you will find some troubleshooting information regarding cables, the outdoor equipment, surge protectors, and service in general. Please note that information regarding warranties and liability will be found in the *Terms of Service* document, which is included in this packet.

Some things you need to be aware of regarding the Mojavewifi.com outdoor Wireless Equipment:

WARNING: Please make sure that the network cables at your home are not showing signs of damage. Cable ends should clip into the ports tightly. **Please do not attempt to repair damaged cables under any circumstance as this will likely damage the Mojavewifi.com outdoor wireless antenna and the small black rectangular "Power Over Ethernet" (POE) power adapter.** If your cables are showing wear and damage, or if the green light on the Mojavewifi.com small black rectangular "Power Over Ethernet" (POE) power adapter is not coming on, goes out, or is blinking when the Mojavewifi.com outdoor wireless antenna is connected, there's a problem! IMMEDIATELY unplug all the cables from the Mojavewifi.com small, black, rectangular "Power Over Ethernet" (POE) power adapter and call our office as soon as possible to have a technician scheduled to diagnose the equipment installation.

NOTE ABOUT CABLES: Ethernet Cables are delicate! Our cables carry both power to the outdoor wireless antenna as well as Internet data to the customer on the same cable. We use the best quality cables available at the time of installation. Damages to the cables or the equipment can happen for a variety of reasons. Some of the common ones we have seen include: getting cables wet, excessively squeezing, kinking or bending the cables, pulling the cable ends loose or off entirely, crushing the cable by furniture, stepping on the cables, accidentally cutting the outer cover or interior wires of the cables, and damage by pets or rodents chewing on cables. If equipment is damaged in any way, a Mojavewifi.com technician should be scheduled to come and assess the damage right away. **In order to replace the damaged equipment, a new radio must be leased by the Subscriber at the price of \$118.00 plus applicable tax, or you may choose to lease the Equipment monthly for \$10.00 plus tax with a 12-month contract; a technician dispatched and a Service Call Order fee applied before the service can be restored.** If you protect the cables and radio equipment, you probably won't have any problems.

NOTE ABOUT SURGE PROTECTORS: It is strongly recommended that all computer equipment and especially your sensitive wireless antenna equipment be connected to a computer surge protector with a rating of at least 2,000 joules or higher to help protect from power surges. These surge protectors commonly cost approximately \$30 or more from most stores. You will certainly get what you pay for as far as protection goes, and more is better than less. **A "Relocatable Power Tap" or common power strip is *not* a surge protector and provides *no protection* even if it appears to have a reset button or switch.** Uninterrupted Power Supplies (UPS's) usually provide even better insurance against power fluctuations of both high and low voltage conditions and are highly recommended. Surge protectors which are older than 1 year should be replaced and may no longer provide adequate protection. Subscribers will be responsible for replacing damaged radio equipment for any reason.

WIRELESS CONNECTION TROUBLESHOOTING:

Unable to connect or slow performance - Follow these steps *in order*.

If your computer is connected through a wireless router, make sure that your wireless connection from your computer to your home wireless router is showing at least "Fair" signal strength. You may have to reposition your router or computer or other wireless devices closer to the router to get a strong signal to your devices.

NOTE, do not turn the wireless radio or your wireless router off by turning off the power strip or surge protector. You can damage the wireless radio by repeatedly doing this over time. Also, they will not come back on in the right order.

Restore your connection by following these steps in order.

1. Please turn your computer(s) completely off.
1. If you have a wireless router please disconnect the power cord from the back of the wireless router and leave it unplugged.
2. Please locate the Mojavewifi.com small black rectangular "Power Over Ethernet" (POE) power adapter for the Mojavewifi.com outdoor wireless antenna and check the Ethernet cable connections as follows:
 - 2.1.a. The Ethernet cable which runs outside of your home to the Mojavewifi.com wireless antenna mounted on your home should be plugged into the "POE" port on the Mojavewifi.com rectangular black power adapter.
 - 2.1.b. The "LAN" port of the Mojavewifi.com small black rectangular "Power Over Ethernet" (POE) power adapter should be connected to either the Ethernet port directly on your computer OR if you have a wireless router, it would connect to the "Internet" port of the wireless router. Sometimes this port on the router is also labeled as a "WAN" or "MODEM" port depending on your brand of router. If you are using an Apple Airport or Airport Express wireless router, this port is identified by a symbol which looks like a circle of small dots next to that port.
 - 2.1.c. If you have a wireless router, an Ethernet cable from your computer's Ethernet port should be connected to one of the ports usually called "LAN" on your router. Often there four of these LAN ports but that is not always the number depending on your brand of router. If you are using an Apple Airport or Airport Express router, the "LAN" port is identified on most models by a symbol which looks like this " < - > "

If all your cables are clipped in tightly, and you have no Internet access, continue with these wireless antenna rebooting steps:

3. Please check that the regular 120 volt AC household power cable is plugged into the Mojavewifi.com small black rectangular "Power Over Ethernet" (POE) power adapter and that the green light is lit and not blinking. If it is blinking or won't come on or goes out, immediately disconnect all cables and call our office to schedule a service call as it is a sign that the wireless network radio equipment or cabling to the outdoor wireless radio is damaged.
4. Locate the Ethernet network cable coming from the Mojavewifi.com outdoor wireless antenna, and unplug the network cable from the "POE" port. Wait approximately 30 seconds, and then reconnect it firmly.

5. Wait one minute after the power has been restored to the Mojavewifi.com outdoor wireless antenna for it to re-establish a connection to the Mojavewifi.com wireless network.
6. After the minute has passed, if you have a wireless router, re-insert the power cable to the router. Please wait one to two minutes for your wireless router to completely reboot and get the needed information from our network.
7. Restart your computer, and allow it fully boot up and establish a connection to your router or our outdoor wireless equipment.
8. Attempt to connect to the Internet in your usual way.

WHAT DO I DO NEXT?

If these steps have been followed exactly, most connection issues will be repaired. Other causes of connectivity problems include: damaged cables which may not be obvious, incorrectly configured network adapter settings on your computer or router, or viruses or mal-ware. If your connection has not been restored please call our office to see if there is a network outage that might affect you area. Usually within 30 minutes of a sustained outage, an informational message will be placed on our voicemail and we will be focusing our attention to restoring service as quickly as possible. If you don't receive an outage message on the Mojavewifi.com voicemail, then please leave a message including your name, phone number and service address and our service staff will contact you as soon as we are available to continue to troubleshoot your connection issue.

Acceptable Use Policy

This Acceptable Use Policy hereafter referred to as the "AUP" includes the following list of Prohibited Activities, is an integral part of your Internet Service *Terms of Service* Agreement with Mojavewifi.com by which you agree to be bound. If you engage in any of the activities prohibited by this "AUP", Mojavewifi.com may suspend or terminate your account pursuant to the Internet TOS available at www.mojavewifi.com.

Mojavewifi.com's *Acceptable Use Policy* (the "Policy") for Mojavewifi.com Services is designed to help protect Mojavewifi.com, Mojavewifi.com's Subscriber(s) and the Internet community in general from irresponsible or, in some cases, illegal activities. The Policy is a non-exclusive list of the actions prohibited by Mojavewifi.com. Mojavewifi.com reserves the right to modify the Policy at any time, effective upon posting at www.mojavewifi.com.

Prohibited Uses of Mojavewifi.com Systems and Services:

1. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.
2. Sending Unsolicited Bulk Email ("UBE", "spam"). The sending of any form of Unsolicited Bulk Email through Mojavewifi.com's network is prohibited. Likewise, the sending of UBE from another service provider advertising a web site, email address or utilizing any resource hosted on Mojavewifi.com's network, is prohibited. Mojavewifi.com accounts or Services may not be used to solicit Subscriber(s) from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or that of the other provider.
3. Running Unconfirmed Mailing Lists. Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by Mojavewifi.com Subscriber(s) must be Closed-loop ("Confirmed Opt-in"). The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list. Purchasing lists of email addresses from 3rd parties for mailing to from any Mojavewifi.com hosted domain, or referencing any Mojavewifi.com account, is prohibited.

4. Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send Unsolicited Bulk Email, initiation of pingging, flooding, mail-bombing, denial of service attacks is prohibited.
5. Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at www.spamhaus.org is prohibited.
6. Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "cracking", "hacking") is prohibited.
7. Obtaining or attempting to obtain service by any means or device with intent to avoid payment is prohibited.
8. Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any Mojavewifi.com Subscriber(s) or end-users by any means or device is prohibited.
9. Knowingly engaging in any activities designed to harass, or that will cause a denial-of-service (e.g., synchronized number sequence attacks) to any other user whether on the Mojavewifi.com network or on another provider's network is prohibited.
10. Using Mojavewifi.com Services to interfere with the use of the Mojavewifi.com network by other Subscriber(s) or authorized users is prohibited.
11. The use of the radio signal and/or the Internet bandwidth and connectivity provided is for the sole use of the household or business that purchases it and its occupants only. You may not resell or redistribute our service using any means wireless or wired for a fee or no fee or any other consideration to any other party or location without expressed permission from Mojavewifi.com.

Subscriber(s) Responsibility for Subscriber(s)'s Users:

Each Mojavewifi.com Subscriber(s) is responsible for the activities of its users and, by accepting Service from Mojavewifi.com, is agreeing to ensure that its Subscriber(s)/representatives or end-users abide by this Policy. Complaints about Subscriber(s)/representatives or end-users of a Mojavewifi.com Subscriber(s) will be forwarded to the Mojavewifi.com Subscriber(s)'s staff for action. If violations of the Mojavewifi.com *Acceptable Use Policy* occur, Mojavewifi.com reserves the right to terminate Services with or take action to stop the offending Subscriber(s) from violating Mojavewifi.com AUP as Mojavewifi.com deems appropriate, without notice.

Implied Acceptance: Use of any of our Services implies acceptance of this agreement.

**Terms of Service for
Fixed Wireless Internet Service**

The *Terms of Service* in this Agreement (the "Agreement") are entered into by and between the Subscriber ("you", "your" or "Subscriber") and Mojavewifi.com ("Mojavewifi.com", "us" or "we" or "our"). You are deemed to have accepted this Agreement upon the earliest of: (a) your submission of an order; (b) your accepting the terms and conditions electronically during the ordering process; or (c) your use of the Service (as defined herein). This Agreement includes the terms set forth herein, the *Acceptable Use Policy*, the *Privacy Policy*, and all other materials specifically referenced in this Agreement, all of which are incorporated by reference. This Agreement sets forth the terms and conditions under which you agree to use the Service.

SUBSCRIBER INFORMATION: You acknowledge that you are eighteen (18) years of age or older, and you agree that you have the legal authority to enter into this Agreement and affirm that the information you supply to us is correct and complete. You understand that Mojavewifi.com relies on the information you supply and that providing false or incorrect information may result in service delays or suspension or termination of your Service. You agree to promptly notify Mojavewifi.com whenever your personal or billing information changes, including without limitation, your name, address, telephone number, and credit card number and expiration date, if applicable.

SERVICES: Mojavewifi.com will provide you with access to the Internet, subject to the terms and conditions set forth herein (the "Service"). Service may be provided by means of Fixed Wireless Broadband or Hotspot Wireless Access ("Hotspot").

All products and Services are provided on a best effort basis. Mojavewifi.com makes no guarantee of Service availability, or suitability for any purpose. Mojavewifi.com presents all of our Services as is and makes no offer of any specific Service level agreement whatsoever implied or expressed. Speeds on the various plans will vary depending on many factors, including but not limited to distance from the local service provider's central office, Internet congestion, upload and download speed of your destination server, local wireless network congestion and availability, radio frequency link quality, local and remote radio frequency interference, weather conditions, and Internet backbone connection availability and its quality. Some types of the service are provided in conjunction with an upstream provider (a company we buy our bandwidth from), which retains the right to cancel the service before or after Installation at their sole discretion at any time. Although an On-Site Evaluation or Fixed Wireless pre-qualification over the phone provides a good measure of certainty regarding Service availability, it is not a guarantee of Service. Mojavewifi.com reserves the right to deny Service to anyone including if a safe Installation cannot be performed due to building structural safety concerns at the sole discretion of Mojavewifi.com.

MONTHLY SERVICE TIERS AND LIMITATIONS: All Services offered by Mojavewifi.com are strictly unlimited in quantity of data consumed (i.e. no upload/download quantity limits or "caps"). Mojavewifi.com sells its service on a basis of a maximum available throughput speed for a given price point. Fixed Wireless Broadband Services are provided on an AS IS basis and throughput speeds are not guaranteed. Subscriber acknowledges that no exact speed of Service is offered, expressed, or implied under any circumstances.

Mojavewifi.com offers FIVE tiers of RESIDENTIAL Fixed Wireless Internet Service:

- ◆ **Basic** - Download speed of APPROXIMATELY 1000 kilobits-per-second (which is approximately the same as 1 megabit-per-second); Upload speed of approx. 256 kilobit-per-second.
BASIC service is \$29.95 per month.
- ◆ **Premium** - Download speed of APPROXIMATELY 2000 kilobits-per-second (which is approximately the same as 2 megabit-per-second); Upload speed of approx 512 kilobit-per-second.
PREMIUM Service is \$49.95 per month.
- ◆ **Premium Plus** - Download speed of APPROXIMATELY 3000 kilobits-per-second (which is approximately the same as 3 megabit-per-second); Upload speed of approx 2000 kilobit-per-second.
PREMIUM PLUS Service is \$69.95 per month.
- ◆ **Professional** - Download speed of APPROXIMATELY 6000 kilobits-per-second (which is approximately the same as 6 megabit-per-second); Upload speed of approx 2000 kilobit-per-second.
PROFESSIONAL Service is \$89.95 per month.

♦ **Extreme** - Download speed of APPROXIMATELY 12000 kilobits-per-second (which is approximately the same as 12 megabit-per-second); Upload speed of approx 3000 kilobit-per-second. EXTREME Service is \$129.95 per month.

TIER AVAILABILITY: Qualification for any tier of service is at Mojavewifi.com's sole discretion and is based on many factors including but not limited to distance from the local service provider's central office, Internet congestion, upload and download speed of your destination server, local wireless network congestion and availability, radio frequency link quality, local and remote radio frequency interference, weather conditions as applicable and Internet backbone connection availability. Your actual experience may vary.

TECHNICAL SUPPORT: Mojavewifi.com assumes that the Subscriber has a basic understanding of their computer. Mojavewifi.com unfortunately cannot train a customer in basic computer skills such as surfing the web, downloading email, deleting files or creating directories and the like. Technical support is intended to facilitate the setup of your properly functioning computer system for access to our Services. Your computer must recognize your modem or network card, and achieve network link connectivity before any technical support will be dispensed. Our technical support staff is not trained to, and has no obligation to assist you in installing and/or troubleshooting modems, network cards, routers, complex network configurations or telephone lines, neither will they be required to provide any technical assistance or support for any third party Software. Mojavewifi.com is not responsible for connection problems due to a computer that is infected with viruses, spyware or malware has mechanical failure, or some other problem that is not Internet connection related. It is the Subscriber's responsibility to initiate and be available for technical support during Mojavewifi.com hours of operation. If a Subscriber wishes to utilize Mojavewifi.com technical support, the Subscriber must be available to help troubleshoot the connection or computer setup. Mojavewifi.com does not provide on-site technical support as part of Internet access services. All charges are subject to change without prior notice. Mojavewifi.com is not liable for any damages, costs or expenses relating to or arising from any acts, errors or omissions by any such technician or other person.

IP ADDRESSES: IP address which are reachable from the Internet to a customers devices are not automatically provided with Internet access services. Internet reachable IP's, aka static IP's, are available in most areas for purchase in addition to other purchased services. Upon expiration, cancellation or termination of this Agreement, a Subscriber must relinquish any IP addresses or address blocks assigned to them by Mojavewifi.com. Mojavewifi.com may choose to assign any Subscriber a new IP address at any time.

BILLING PERIODS: This Agreement is effective upon Subscriber's acceptance as provided above and shall continue until terminated by Subscriber or Mojavewifi.com pursuant to this Agreement. Every Subscriber is on automatically renewing monthly terms, which always begin on the first day of each calendar month (or, for the first monthly term, the full or partial month beginning with Subscriber's acceptance. We do not allow a month-to-month subscriber to pay for more than 3 months of Service in advance. Mojavewifi.com reserves the right to deny Service to anyone for any reason, and/or if a safe Installation cannot be performed due to building structural safety concerns at the sole discretion of Mojavewifi.com.

EQUIPMENT LEASE OPTIONS: Subscriber agrees to protect radio equipment from theft or vandalism or any other causes of damage. Subscriber recognizes the installed leased equipment as the sole property of Mojavewifi.com and that upon termination of this agreement for any reason deemed valid by Mojavewifi.com's sole discretion, the Subscriber will make available a time for retrieval for our equipment within 14 days or less from the time Service is discontinued. If the Subscriber fails to make the retrieval of equipment available, the Unreturned Equipment Fee will be billed to your account.

FOR CUSTOMERS WHO SELECT THE "EQUIPMENT DISCOUNT LEASE" OPTION: To receive the discounted equipment lease price, Subscriber will pay \$118 for the equipment and \$9.44 California Sales Tax (plus other applicable installation charges) on the day of installation. No equipment lease fees will accrue on Subscriber's monthly invoice, and Subscriber is not under any contract.

FOR CUSTOMERS WHO LEASE THEIR EQUIPMENT MONTHLY: Subscriber will be charged \$10 plus \$0.80 California Sales Tax per month to lease the equipment until service is terminated by either the Subscriber or Mojavewifi.com. Subscriber agrees to a 12-month contract term commitment with Mojavewifi.com, which is defined as a total of 12 consecutive paid months of completed service. There are no prorated refunds for unused time. Monthly lease equipment charges will continue to be billed monthly regardless if Subscriber's account is in active or suspended status, until service is terminated. If service is terminated for any reason prior to the fulfillment of the contract term, an EARLY TERMINATION FEE OF \$120 PLUS \$10.80 PER MONTH FOR THE REMAINING 12 MONTHS OF INCOMPLETE SERVICE will be billed to Subscriber's account.

TERMINATION BY SUBSCRIBER: Subscriber may terminate this Agreement at any time for any reason by providing Mojavewifi.com with oral or written notice, and by paying all fees and other charges accrued and otherwise payable under the terms of this Agreement. Equipment that is eligible for return must be returned in order to end monthly billing for the service. Mojavewifi.com does not monitor Subscriber wireless radios for network activity, and thus absence of network activity will not be interpreted by Mojavewifi.com as a termination request.

FOR CUSTOMERS WHO ARE NOT UNDER CONTRACT AND SELECTED THE "EQUIPMENT DISCOUNT LEASE" OPTION: Upon termination of service, leased equipment will be uninstalled from the Subscribers residence or business and tested to ensure full functionality.

FOR CUSTOMERS WHO SUBSCRIBE TO A "12-MONTH CONTRACT" AND LEASE THEIR EQUIPMENT MONTHLY: Upon termination of service, leased equipment will be uninstalled from the Subscribers residence or business and tested to ensure full functionality. For service terminated for any reason prior to the fulfillment of the contract term, an **EARLY TERMINATION FEE (ETF)** of \$120 plus \$10.80 per month for the remaining 12 months of uncompleted service will be billed to your account.

TERMINATION BY Mojavewifi.com: If, in Mojavewifi.com's sole discretion, (1) a Subscriber is in breach of any of the terms of this Agreement (including but not limited to the *Acceptable Use Policy*); and/or (2) a Subscriber's use of the Service is prohibited by law, or is disruptive to or adversely impacts or causes a malfunction to either the Service, Mojavewifi.com's Equipment, or the use and enjoyment of other users; and/or (3) a Subscriber acts in an abusive or menacing manner when dealing with any of Mojavewifi.com's Staff, employees or representatives; and/or (4) Mojavewifi.com receives an order from a court to terminate a Subscriber's Service; and/or (5) Mojavewifi.com for any reason ceases to offer the Service, then Mojavewifi.com at its sole election may terminate or suspend Subscriber's Service immediately without notice. Subscriber remains liable for any and all unpaid fees and other charges accrued or otherwise payable under the terms of this Agreement.

Following a termination or suspension of service, Mojavewifi.com, at its sole discretion, may refuse to accept a customer's request for resumption of service. If a Subscriber's Service is terminated for any reason, the Subscriber, upon approval by Mojavewifi.com, may enter into a new Agreement and must pay the then current rates for installation and/or Equipment Lease and/or activation fees.

UNRETURNED EQUIPMENT FEE: Upon termination of Service, whether before or after the expiration of a minimum term commitment, including Subscribers who are not under a term commitment, Subscribers of Mojavewifi.com are required to schedule an uninstall appointment allowing us to professionally uninstall and remove the leased equipment **within 14 days of termination** of Service in order to avoid the UNRETURNED EQUIPMENT FEE. Mojavewifi.com retains ownership of any equipment provided by us at the time of installation or service visit, including but not limited to: radio (outdoor transmitter), antenna, mount, tripod, cable, and power supply box. Returned equipment must be in good, working condition upon removal. An **UNRETURNED EQUIPMENT FEE of \$120** will be charged to your account for Equipment not returned within the allotted time frame. If your account is terminated by Mojavewifi.com for non-payment or any other reason, any applicable Early Termination Fee and the Unreturned Equipment Fee will be charged immediately upon cancellation. If you allow us to professionally uninstall the equipment within 14 days of termination, and the equipment is in good, working condition at time of uninstall, the fee of \$120 will be reversed and credited to your account.

SET-UP AND INSTALLATION FEES: Mojavewifi.com reserves the right to deny Service to anyone for any reason, and/or if a safe Installation cannot be performed due to building structural safety concerns at the sole discretion of Mojavewifi.com. Prior to Installation of Service, a non-refundable fee of \$29.00 may be requested and collected as a security deposit to pay for expenses related to late cancellations where less than 24 hours of notice of cancellation is provided by the customer or in the event that customers are not available as scheduled for an appointment for service. The fee is applied as partial payment for successful installations or to the cost of evaluating a home where it is not clear that the service can be installed otherwise known as an On-Site Evaluation. Mojavewifi.com may recommend that an On-Site Evaluation (OSE) of RF signal strength and quality should be performed at the potential Subscribers Service address before fulfilling a Subscriber's request for Service. At the same time as an On-Site Evaluation, an Installation may or may not occur at the sole discretion of Mojavewifi.com based on quality control measurements. If an installation is deemed performable, all other fees for Installation, Set up, and Equipment would be due from the Subscriber at the time of Installation.

Upon entering into this Agreement, and/or placing and/or acceptance of your order for service, a non-refundable Installation and Set up fee of one hundred forty-nine dollars (\$149.00) will be assessed and must be paid in

full at time of Installation and activation of Service, less the \$29 prepaid non-cancellation and/or OSE fee (where applicable). Additionally, an Equipment Lease fee of either one hundred eighteen dollars (\$118.00) plus California sales tax, or ten dollars (\$10.00) plus California Sales Tax, depending on your selected lease option, will be assessed and must be paid at the time of Installation and activation of Service.

♦ **Standard Installation** - \$149.00 can be defined as an Installation of a NON-LONG RANGE wireless radio on a structure with accessible wooden eaves, a composite shingle or rolled roofing roof, use of a standard mount and hardware, network cable run up to 75 feet in length (for cable runs of greater than 75 ft, an additional \$0.50 per foot will be due), including interior network patch cables (of no more than 10 ft in length) to connect one computer or a customer's router, switch or the like.

♦ **Complex Installation** - Can be defined as an Installation on any non standard structure not having wooden eaves to mount to such as manufactured homes, metal homes, adobe or "santa fe, southwestern" type homes, Quonset huts, geodesic domes, or various other types of structures. It may, at the technician's discretion, also include the use of a LONG RANGE Fixed Wireless Broadband radio for connections greater than 5 miles long, and/or installation of a tripod for additional height, and/or where network cable length is greater than 75 feet. For cable runs of greater than 75 ft, an additional \$0.50 per foot will be due. Costs will vary depending on the project.

ROUTER / SWITCH INSTALLATION: Please note that a Standard Installation includes connection of our equipment to ONE Ethernet device. If more than one device is to be used, it is the Subscriber's responsibility to purchase their own wireless router/ switch. At the time of Installation, as an option, the Subscriber may either set up their own router, or the technician can set it up including the connection of up to 4 devices for the PRO ROUTER SETUP fee of \$120.00 per hour (conditions apply). It is important for the Subscriber to note that their router should be password protected for the Subscriber's own security, as well as fully encrypted in order to prevent unauthorized use of Subscriber's bandwidth by others within range of the Subscriber's wireless router signal. ***Mojavewifi.com does not maintain any record of Subscriber wireless passwords regardless of whether we set them up or not. Mojavewifi.com is not responsible for Subscribers who lose or forget their wireless passwords.***

EQUIPMENT WARRANTY: Mojavewifi.com requires a new fully functional surge protector of at least 2,000 joules to be present at the time of installation or service call (if radio is replaced) in order for the warranty period to be valid. If the outdoor Wireless Equipment is out of the warranty period or is damaged by you, in order to restore Service, a new radio will be required to be purchased from and installed by Mojavewifi.com prior to restoration of Service; unless otherwise deemed under Warranty at the exclusive discretion of Mojavewifi.com. If the customer decides not to restore Service, and had originally paid a refundable Equipment deposit; that deposit will be forfeited, access to Service will be terminated and any remaining balances payable to Mojavewifi.com will remain payable according to the terms of this agreement.

- Subscribers who lease their equipment at the discounted price at time of installation can qualify for a 6-month manufacturer warranty.
- Subscribers who lease their equipment at the monthly price (12-month minimum contract required) can qualify for an extended manufacturer warranty for the duration of the subscription. Service Call fees may apply.

ADDITIONAL FEES. Due to differences in individual building characteristics, Mojavewifi.com reserves the right to determine and require additional fees for Installation of additional or non-typical equipment other than or in addition to the Installation and setup fees listed here. Subscribers will be made aware of any additional fees prior to the beginning of Installation if possible or completion of Installation and activation. Subscriber will have the option of rescinding a Service order upon being made aware of the possible additional fees. Any refunds or credits of fees due to the customer will be refunded within 10 business days by Mojavewifi.com.

PAYMENT FOR INSTALLATIONS. Mojavewifi.com will accept personal or business checks, credit or debit cards (with the Visa/MasterCard/Discover logos only), or cash at the time of installation. Please note that the technician does not carry cash to make change, so exact change may not be possible. In such an event, the difference will be applied to your account as a credit. Any credit card payments will be processed via Mojavewifi.com secure online shopping cart which is a secure payment gateway for accepting installation payments only. Receipts for credit card payments will be automatically emailed to Subscriber. Receipts for cash and check payments will be made out by the technician at the time of payment, and may also be sent to Subscriber's email account within 1-2 weeks of the Installation.

PAYMENT FOR MONTHLY SERVICE. All payments for monthly Service can be made with personal or business checks, or credit or debit cards (with the Visa/MasterCard/Discover logos only). No cash is accepted for monthly service payments. Please do not send cash in the mail, and please do not attempt to make cash payments at our Non-Public office, the payment WILL NOT be accepted. Mojavewifi.com offers several other easy ways to pay your monthly Service invoice: (1) click on the link within your email invoice to take you to a secure payment page; (2) fill out our Automatic Credit Card Billing (ACCB) form to have your monthly payment automatically deducted from your credit or debit card on the same day of every month; (3) Print the invoice and mail a check or money order to the address provided on the invoice (PO Box 1921, Joshua Tree, Ca. 92252); (4) Utilize your Bank's 'Bill Pay' service; (5) Call the office and one of our friendly staff can accept a payment over the phone. Mojavewifi.com does not charge customers any fees to pay their bill online, via check/money order, or via ACCB. However, in an effort to keep costs down, Mojavewifi.com does charge a three dollar (\$3.00) monthly fee to customers who require a paper bill to be mailed to them every month, as well as there is a three dollar (\$3.00) fee to process a payment over the phone.

PAYMENTS, LATE FEES AND OTHER CHARGES. There is not a money back guarantee for any Services unless specifically written in a special one-time promotion. There are no pro-rated refunds for unused time. Unless otherwise stated in the Pricing Schedule, Mojavewifi.com will invoice Subscribers monthly. Invoices will be on a full calendar month basis. New Subscribers who enter into this Agreement after the first day of any month will be charged a pro-rated amount for that month of Service and thereafter on a full calendar month basis. Subscribers agree to pay by the 10th day of each month. If a Subscriber does not pay an invoice on or before the 10th, Mojavewifi.com will add a late fee of five dollars (\$5.00) to the Subscribers invoice and resend the invoice. If the invoice (and any other pending charges) is not paid by the 24th of the month, Mojavewifi.com may deny, discontinue or otherwise suspend the Subscriber's Service until full payment is received. Subscribers are responsible for paying monthly subscription fees while Services are suspended due to non-payment. All accounts suspended for non-payment are subject to a twenty dollar (\$20.00) Service reactivation fee. Mojavewifi.com reserves the right to deduct all incurred charges from any Subscribers who paid an Equipment Deposit after the account has gone into 30 days delinquency. After 30 days delinquency, we will attempt to schedule a time when we may remove the equipment and deactivate the account and give to you the remainder of a recorded Equipment Deposit after all invoices and fees have been paid to us. Any account which goes into collection status will be transferred to a collection agency and incur an additional twenty-five dollar (\$25.00) processing fee and all other applicable fees and charges. Subscribers must pay a twenty-five dollar (\$25.00) Service charge on all returned checks, disputed credit cards, and credit card charge-backs regardless of outcome of dispute. Accounts in collections will accrue a monthly charge of one and one-half percent (1.5%) of the past due balance or one dollar (\$1.00), whichever is greater.

Fees and Costs for Services

Hourly rate for all residential services including: Case dust removal and fan dust removal using compressed air; Software Installation, configuration, and or troubleshooting; Virus, malware, spyware removal (and software files restoration where applicable); Personal data collection and transfer and setup of a new or replacement computer, Determining and repairing (where possible) software conflicts; Downloading and applying software updates and patches for any purpose; Evaluation of hard drive health and correction of repairable file system errors; Data recovery where loss is related to file system corruption or possible erasure using software based tools; Hardware driver Installation and troubleshooting where compatible and supported devices and operating systems are present; Hardware replacement and or installation using customer supplied parts or parts sold by Mojavewifi.com; home network installation for Internet access only using a router or gateway	\$55.00
Work performed on more than one (1) computer during a service call is charged at an additional \$10.00 per hour for the duration of the entire service appointment	\$10.00/hr additional
Cost of Ethernet cable Installation per foot beyond the included 75ft for Standard Installation of Fixed Wireless Broadband Service	\$0.50/per add'l foot
Installation of Subscriber's Ethernet cards or modems to meet minimum hardware requirements for use of the Service	\$55.00
Hourly rate for business / small office / home office repair and maintenance services. (Same services as above and additionally, not limited to one (1) computer or network device; Includes advanced network configurations.	\$95.00
Hourly rate for Software Data recovery for Business customers (may not be performed onsite)	\$150.00

Hardware level data recovery for all customers (not an hourly activity)

Call for price

INSTALLATION SCHEDULING: Unless otherwise requested by the Subscriber, **the first available Installation date will be provided. Any Installation date provided to a Subscriber is only an estimate and is in no way a guaranteed Installation date. Subscribers understand and agree that circumstances may arise which delay a Subscribers estimated Installation time and/or date, and Mojavewifi.com will not be responsible for any losses or damages of any kind.** Prior to Installation of Service, a non-refundable fee of \$29.00 may be requested and collected as a security deposit to pay for expenses related to late cancellations where less than 24 hours of notice of cancellation is provided by the customer or in the event that customers are not available as scheduled for an appointment for service. The fee is applied as partial payment for successful installations or to the cost of evaluating a home where it is not clear that the service can be installed otherwise known as an On Site Evaluation. Mojavewifi.com may recommend that an On-Site Evaluation (OSE) of RF signal strength and quality should be performed at the potential Subscribers Service address before fulfilling a Subscriber's request for Service. At the same time as an On-Site Evaluation, an Installation may or may not occur at the sole discretion of Mojavewifi.com based on quality control measurements. If an installation is deemed performable, all other fees for Installation, Set up, and Equipment would be due from the Subscriber at the time of Installation.

PROFESSIONAL INSTALLATION: Installation of Equipment installed for Subscriber's use and activation of Service for Fixed Wireless Broadband Service must be completed by an Installation technician on behalf of Mojavewifi.com. Subscriber agrees to hold harmless and indemnify Mojavewifi.com from any and all liability for any and all losses actual and/or consequential from the Installation of, use of, presence of, malfunction of any and all Equipment provided for use at the Subscribers premises.

Mojavewifi.com will install with the guidance of the Subscriber regarding aesthetic preferences, various pieces of Equipment including but not limited to: mount(s), antenna(s), cable(s), Power over Ethernet adapter(s), switch(s), router(s), and any other Equipment deemed necessary to provide Service to the Subscriber. Subscriber agrees to protect radio Equipment from theft or vandalism or other causes of damage. Subscriber recognizes the installed loaner Equipment (obtained with a Deposit or by Lease) as the sole property of Mojavewifi.com and that upon termination of this agreement for any reason (i.e. cancellation of Service, non-payment, violation of *Terms of Service* or *Acceptable Use Policy*) deemed valid by Mojavewifi.com's sole discretion, the Subscriber will make available a time for retrieval of our Equipment within two (2) weeks or less from the time Service is discontinued. If the Subscriber fails to make the retrieval of Equipment available, either the loaner Equipment Security Deposit which if previously refundable will be forfeited and the Subscriber will be billed for the full value of the Equipment in possession of the Subscriber, or if the Equipment is Leased, the Subscriber will be charged to the account an UNRETURNED EQUIPMENT FEE of one hundred and twenty dollars (\$120.00). Subscriber agrees to be contacted for the collection of Equipment, fees, costs, charges, as allowed by California law. Not applicable to radio Equipment purchased in full at the time of installation.

SOFTWARE: In connection with our provision of the Service, Mojavewifi.com may provide to you, via download, CD, other media, or other delivery method, the use of certain software which is owned by Mojavewifi.com or its third party licensor's, providers and suppliers, and which may be provided free or for a fee, including client and/or network security software (the "Software"). We reserve the right to update or change the Software from time to time and you agree to cooperate in performing such steps as may be necessary to install any updates or upgrades to the Software. You may use the Software only as part of or for use with the Service and for no other purpose. The Software may be accompanied by an end user license agreement from Mojavewifi.com or a third party. Your use of the Software is governed by the terms of that license agreement and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes an end user license agreement unless you first agree to the terms and conditions of the end user license agreement.

SUBSCRIBER-OWNED EQUIPMENT: All Installations must use Equipment provided by, loaned by, leased by, or sold by Mojavewifi.com to access Service. Use of any other Fixed Wireless Broadband Equipment to gain access to Mojavewifi.com Service is prohibited. No exceptions will be made.

ACCEPTABLE USE: Subscriber agrees to use the Fixed Wireless Service in accordance with Mojavewifi.com's acceptable use policy ("*Acceptable Use Policy*"), attached to the *Terms of Service* and published at <http://www.mojavewifi.com>. Mojavewifi.com reserves the right to make changes to the *Acceptable Use Policy* without notice.

PRIVACY POLICY: Mojavewifi.com will treat each Subscriber's personal information in accordance with Mojavewifi.com's privacy policy ("*Privacy Policy*") published at <http://www.mojavewifi.com>. Subscriber agrees to the terms of the *Privacy*

Policy. Mojavewifi.com reserves the right to make changes to the Privacy Policy without notice.

WARRANTIES AND LIMITATIONS OF LIABILITY: YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE, EQUIPMENT AND SOFTWARE SUPPLIED HEREUNDER IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY SOFTWARE OR EQUIPMENT PROVIDED BY Mojavewifi.com (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH SOFTWARE OR EQUIPMENT). Mojavewifi.com (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES FOR THE SERVICE, SOFTWARE AND EQUIPMENT WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. NO ADVICE OR INFORMATION GIVEN BY Mojavewifi.com OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. USE OF Mojavewifi.com TECHNICAL SUPPORT IS AT YOUR OWN RISK AND IS NOT WARRANTED. Mojavewifi.com DOES NOT WARRANT OR GUARANTEE THAT FIXED WIRELESS BROADBAND OR HOTSPOT SERVICE CAN BE PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE, EVEN IF Mojavewifi.com HAS ACCEPTED YOUR ORDER FOR SERVICE. THE PROVISIONING OF SERVICE IS SUBJECT TO AVAILABILITY AND OTHER FACTORS, INCLUDING WITHOUT LIMITATION, THE CONDITION OF YOUR WIRING INSIDE YOUR LOCATION, AND YOUR COMPUTER/DEVICE CONFIGURATION AND CAPABILITIES, AMONG OTHER FACTORS. IN THE EVENT THERE IS INCOMPATIBILITY FOR ANY REASON, NEITHER YOU NOR Mojavewifi.com SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN ANY Mojavewifi.com PROVIDED EQUIPMENT, PURSUANT TO THE TERMS OF THIS AGREEMENT).

Mojavewifi.com DOES NOT WARRANT THAT THE SERVICE, SOFTWARE OR EQUIPMENT PROVIDED BY Mojavewifi.com WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, OR THE LIKE. Mojavewifi.com SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE. Mojavewifi.com MAKES NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED USING THE SERVICE, THE SOFTWARE, THE EQUIPMENT OR THE Internet. Mojavewifi.com MAKES NO WARRANTY REGARDING THE CONTENT AND INFORMATION ACCESSED BY USING THE SERVICE, THE SOFTWARE, THE EQUIPMENT OR ANY LINKS DISPLAYED. YOU EXPRESSLY ASSUME ALL RISK AND RESPONSIBILITY FOR USE OF THE SERVICE, THE SOFTWARE, THE EQUIPMENT AND THE Internet GENERALLY. YOU AGREE NOT TO USE THE SERVICE, THE SOFTWARE OR THE EQUIPMENT IN ANY HIGH RISK ACTIVITIES WHERE DAMAGE OR INJURY TO PERSON, PROPERTY, ENVIRONMENT, OR BUSINESS MAY RESULT IF AN ERROR OCCURS.

IN NO EVENT SHALL Mojavewifi.com (OR ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, OR AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE FOR: (A) ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, THE SOFTWARE OR THE EQUIPMENT, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF Mojavewifi.com HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.

ALL LIMITATIONS AND DISCLAIMERS ALSO APPLY TO Mojavewifi.com's THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS AS THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.

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Mojavewifi.com RESERVES THE RIGHT TO PURSUE ANY AND ALL LEGAL AND EQUITABLE CLAIMS AGAINST YOU PERTAINING TO YOUR USE OR MISUSE OF THE SERVICE, THE SOFTWARE OR THE EQUIPMENT, OR FOR YOUR BREACH OF

THE AGREEMENT (INCLUDING ANY POLICIES RELATING TO THE SERVICE.)

WITHOUT (A) INCREASING ANY OF THE LIABILITIES OR OTHER OBLIGATIONS Mojavewifi.com (OR ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES OR AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS ARE OTHERWISE SUBJECT TO PURSUANT TO THIS AGREEMENT OR SUBJECTING Mojavewifi.com (OR ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES OR AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS TO ANY ADDITIONAL LIABILITIES OR OTHER OBLIGATIONS OR (B) INCREASING ANY OF THE RIGHTS YOU ARE OTHERWISE ENTITLED TO PURSUANT TO THIS AGREEMENT OR PROVIDING YOU WITH ANY ADDITIONAL RIGHTS, THE MAXIMUM AGGREGATE LIABILITY OF Mojavewifi.com (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE UNUSED PORTION OF YOUR PREPAID FEES, IF ANY.

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WAIVER AND RELEASE: Upon placement of the service request and scheduling an installation appointment, Subscriber hereby releases and waives any and all claims for damages against Mojavewifi.com, and each of their directors, officers, owners, managers, contractors, employees and agents, including but not limited to independent contractor Installation technicians, from any and all liability, damages, losses, expenses and costs arising or resulting from or in connection to the Installation, attachment and/or configuring of Our or Subscriber Equipment used or intended to be used for Our Service. CUSTOMER WILL INDEMNIFY AND HOLD HARMLESS MOJAVEWIFI.COM FROM ANY AND ALL LIABILITY ARISING FROM THE INSTALLATION OF EQUIPMENT OR SERVICES PERFORMED PURSUANT TO THIS AGREEMENT.

INDEMNIFICATION: You agree to defend, indemnify and hold harmless Mojavewifi.com from and against all liabilities, costs and expenses, including reasonable attorney's fees, related to or arising from: (a) any violation of applicable laws, regulations or this Agreement by you (or any parties who use your account, with or without your permission, to access the Service); (b) the use of the Service, the Software, the Equipment or the Internet or the placement or transmission of any message, information, software or other materials on the Internet by you (or any parties who use your account, with or without your permission, to access the Service); (c) negligent acts, errors, or omissions by you (or any parties who use your account, with or without your permission, to access the Service); (d) injuries to or death of any person and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement, except to the extent that such liabilities arise from the active negligence or willful misconduct of the other party; or (e) claims for infringement of any intellectual property rights arising from the use of the Service, the Software, the Equipment or the Internet.

POLICY REVISIONS: Mojavewifi.com may revise the terms and conditions of this Agreement from time to time (including any of the policies which may be applicable to usage of the Service) by posting such revisions to our website at <http://www.mojavewifi.com>. Subscribers agree to visit this page and the links thereon periodically to be aware of and review any such revisions. Increases to the monthly price of the Service for Monthly Subscribers shall be effective beginning with the calendar month following the calendar month in which such increases are posted. Revisions to any other terms and conditions shall be effective upon posting. By continuing to use the Service after revisions are in effect, a Subscriber accepts and agrees to the revisions and to abide by them. Any Subscriber who does not agree to the revision(s) may terminate their Service at will.

ASSIGNMENT: You agree not to assign or otherwise transfer, this Agreement in whole or in part, including the Software or your rights or obligations under it. Any attempt to do so shall be void. Mojavewifi.com may assign all or any part of this Agreement without notice and you agree to accept the terms as transferred and or assigned.

CHOICE OF LAW: You and Mojavewifi.com agree that the substantive laws of the State of California, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. YOU AND Mojavewifi.com CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN A COURT LOCATED IN SAN BERNARDINO COUNTY, CALIFORNIA

Terms of Service & Acceptable Use Policy

Mojavewifi.com LLC

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FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THIS AGREEMENT OR TO THE SERVICE. Except as otherwise required by law, including California laws relating to consumer transactions, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

COMPLIANCE: Mojavewifi.com failure at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

THINGS BEYOND Mojavewifi.com CONTROL: Mojavewifi.com will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, of other things we do not control, or an inability to obtain necessary Equipment or Services.

ENTIRE AGREEMENT: This Agreement, including all policies posted on Mojavewifi.com website, which are fully incorporated into this Agreement by reference, constitutes the entire agreement between you and Mojavewifi.com with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. Any changes by you to this Agreement, or any additional or different terms in your purchase orders, acknowledgements or other documents, written or electronic, are void.

NOTICES: Notices by Mojavewifi.com to you shall be deemed given: (a) when sent to your email address on file with Mojavewifi.com (b) when deposited in the United States mail addressed to you at the address you have specified in your account options or (c) when hand delivered to your home, as applicable.

SURVIVAL: All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination, cancellation or expiration of this Agreement, including without limitation, those provisions relating to Warranties and Limitation of Liability and Indemnification, shall survive such termination, cancellation or expiration.

DECLARATION

I, _____ (name) have read and I accept Mojavewifi.com's *Terms of Service* and *Acceptable Use Policy*. I have been given a copy of these documents, and I understand that these policies may be updated at any time without my knowledge. The most recent copy will always be located on Mojavewifi.com's website: <http://www.mojavewifi.com>.

Signature of Account Holder

Date of Installation

Contact information

Account Holder Name

Mailing Address

City, State, Zip Code

Phone Number

Email address

Physical Service Address (including City, State & Zip Code)

Total Amount of Installation: \$ _____	<i>Service:</i> ♦ Basic ♦ Premium ♦ Premium Plus ♦ Professional ♦ Extreme
Security Word: _____	<i>Install:</i> ♦ Basic ♦ Complex
Account Number: _____	<i>Router Set Up:</i> ♦ Yes ♦ No

AP Name: _____

Installation Paid By: Check # _____ Cash M.O. CC