



P.O. Box 1921, Joshua Tree, Ca. 92252  
(760) 362-1373  
[service@mojavewifi.com](mailto:service@mojavewifi.com)

*Welcome to Mojavewifi.com! We hope to truly exceed your expectations as your new Internet Service Provider!*

### **Mojavewifi.com Billing Procedure**

On the date of installation, Mojavewifi.com charges one full month in advance for internet service. You will receive a bill from us on the 1<sup>st</sup> of the month after your service is installed, and *it will be pro-rated according to how many days you were able to use the internet during the month it was installed.*

For example, if your internet was installed on the 10<sup>th</sup> of June, you will be charged for 20 days of usage on the 1<sup>st</sup> of July, instead of being charged for an entire 30 days again. We believe this is a fair and ethical business practice. If you have any questions about our billing practices, please call us at (760) 362-1373.

Thank you again for choosing Mojavewifi.com!!

### **For Reference:**

Website: [www.mojavewifi.com](http://www.mojavewifi.com)

Phone Number: (760) 362-1373

Office Hours: Monday - Friday, 9am - 5pm\*

*\*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.*

Service Email: [service@mojavewifi.com](mailto:service@mojavewifi.com)

Billing Email: [billing@mojavewifi.com](mailto:billing@mojavewifi.com)

Website to check your mojavewifi.com email, if purchased: <http://webmail.mojavewifi.com/>

## **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 LLC by which you agree to be bound. If you engage in any of the activities prohibited by this "AUP", Mojavewifi.com LLC may suspend or terminate your account pursuant to the Internet TOS available at [www.mojavewifi.com](http://www.mojavewifi.com).

Mojavewifi.com LLC's Acceptable Use Policy (the "Policy") for Mojavewifi.com LLC Services is designed to help protect Mojavewifi.com LLC, Mojavewifi.com LLC'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 LLC. Mojavewifi.com LLC reserves the right to modify the Policy at any time, effective upon posting at <http://www.mojavewifi.com>.

### **Prohibited Uses of Mojavewifi.com LLC 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 LLC'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 LLC's network, is prohibited. Mojavewifi.com LLC 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 LLC 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 LLC-hosted domain, or referencing any Mojavewifi.com LLC 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 pinging, flooding, mail-bombing, denial of service attacks.
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](http://www.spamhaus.org).
6. Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "cracking", "hacking").
7. Obtaining or attempting to obtain service by any means or device with intent to avoid payment.
8. Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any Mojavewifi.com LLC subscriber(s) or end-users by any means or device.
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.

10. Using Mojavewifi.com LLC's Services to interfere with the use of the Mojavewifi.com LLC network by other subscriber(s) or authorized users.

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 who purchases it and its occupants only. You may not resell or redistribute using any means wireless or wired for a fee or no fee or any other consideration the bandwidth provided to any other party or location without expressed permission from Mojavewifi.com.

#### **Subscriber(s) Responsibility for Subscriber(s)'s Users**

Each Mojavewifi.com LLC subscriber(s) is responsible for the activities of its users and, by accepting service from Mojavewifi.com LLC, 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 an Mojavewifi.com LLC subscriber(s) will be forwarded to the Mojavewifi.com LLC subscriber(s)'s postmaster for action. If violations of the Mojavewifi.com LLC Acceptable Use Policy occur, Mojavewifi.com LLC reserves the right to terminate services with or take action to stop the offending subscriber(s) from violating Mojavewifi.com LLC's AUP as Mojavewifi.com LLC deems appropriate, without notice.

**Implied Inclusion:** Use of any of our services implies acceptance of this agreement.

## **Terms of Service for Internet Access 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 LLC ("Mojavewifi.com LLC," "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 herein. This Agreement sets forth the terms and conditions under which you agree to use the Service.

**SERVICE.** Mojavewifi.com LLC will provide you with dedicated access to the Internet, subject to the terms and conditions set forth herein (the "Service").

Service may be provided by means of a Digital Subscriber Line ("DSL") connection provisioned for your use by us, or Dial-up Modem Access ("Dial-up"), or Fixed Wireless Broadband ("FWA"), or Hotspot Wireless Access ("Hotspot").

All products and Service is provided on a best effort basis. Subscriber acknowledges there is no guarantee of Service availability, or suitability for any purpose. Subscriber acknowledges that any and all of our Services offer no 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, dial-up phone number availability at any given time, 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. Some types of the Service are provided in conjunction with a circuit provider, which may be your local phone company. The circuit provider retains the right to cancel the Service before or after installation at their sole discretion at any time. Although DSL pre-qualification

provides a good measure of certainty regarding Service availability, it is not a guarantee of Service. Although a site survey for FWA or Hotspot access provides a good measure of certainty regarding Service availability, it is not a guarantee of Service. We recommend waiting until Service is installed and tested for a few weeks before assuming that Service will be available and of good quality.

**PROVIDERS.** The application of certain terms herein vary depending on whether the phone line or circuit for a Subscriber is AT&T (an “AT&T Subscriber”), Verizon (a “Verizon Subscriber”), or Covad (a “Covad Subscriber”). Mojavewifi.com LLC breaks out each phone line or circuit for a Subscriber by Networks. A Subscriber in “Network 1” or “Network 2” is an AT&T Subscriber, a Subscriber in “Network 3” is a Verizon Subscriber, and a Subscriber in “Network 4” is a Covad Subscriber, and a Subscriber in “Network 6” is a Qwest Subscriber, and a Subscriber in “Network 8” is a Verizon Subscriber. Subscriber acknowledges that Services are provided in the footprint of these local carriers and may be provisioned by personnel representing these carriers but are not being Serviced and maintained by these carriers.

**Technical Support, Billing questions and any other account support communication must be directed to Mojavewifi.com and not the local exchange carriers.**

**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 LLC relies on the information you supply and that providing false or incorrect information may result in Service delays or the suspension or termination of your Service. You agree to promptly notify Mojavewifi.com LLC whenever your personal or billing information changes, including without limitation, your name, address, telephone number, and credit card number and expiration date, if applicable.

#### **GENERAL PRICING AND FEES.**

**DSL:** Mojavewifi.com LLC’s DSL Service prices are shown in the Pricing Schedule and you will be charged based on the Plan and Options you select during the ordering process. A Subscriber who selects a “Month to Month” Plan (a “Monthly Subscriber”) will pay the monthly price(s) listed on the Pricing Schedule corresponding to the Plan and Options chosen by such Monthly Subscriber at the time of order. However, such monthly prices are subject at any time to change to Mojavewifi.com LLC’s then current prices. A Subscriber who selects a “1 Year Contract” Plan (an “Annual Subscriber”) will pay the monthly price(s) listed on the Pricing Schedule corresponding to the Plan and Options chosen by such Annual Subscriber at the time of order. Such monthly prices for Annual Subscribers are guaranteed for the initial twelve (12) month Term. Following the initial twelve (12) month Term, an Annual Subscriber will automatically become a Monthly Subscriber and will pay Mojavewifi.com LLC’s then current prices, subject to increase as described above, unless such Subscriber registers for a new “1 Year Contract” Plan at such time, to the extent available. An Annual Subscriber may upgrade or downgrade their DSL Service to a different speed plan during their initial (12) month Term. Any such Annual Subscriber so upgrading or downgrading may, at the time of upgrade or downgrade, select either (a) a “Month to Month” rate, in which case such Subscriber shall continue to be subject to all of the terms and conditions of this Agreement for the remainder of such Subscriber’s initial twelve (12) month Term and following such initial Term, such Subscriber will automatically become a Monthly Subscriber and will pay Mojavewifi.com LLC’s then current prices, subject to increase as described above, unless such Subscriber registers for a new “1 Year Contract” Plan at such time, to the extent available or (b) a “1 Year Contract” Plan, in which case such Subscriber’s initial twelve (12) month Term shall restart on the date of such upgrade, provided that such Subscriber shall continue to be subject to all of the terms and conditions of this Agreement for the period prior to such upgrade or downgrade. In addition to regular fees set forth in the Pricing Schedule, you agree to pay all other charges, including but not limited to applicable taxes, network usage and surcharges, including charges imposed against Mojavewifi.com LLC by third party providers that it passes on to you. The taxes and surcharges may vary on a monthly basis; any variations will be reflected in your monthly charge. The current Supplier Surcharge Recovery is one dollar and ninety-three cents (\$1.93) for all subscribers. Texas Residents are also subject to an Internet Tax on all monthly Services of eight and three-tenths percent (8.3%) after the first twenty-five dollars (\$25.00). When possible, Mojavewifi.com LLC will break out such charges on the monthly invoice. You may change your plan speed at any time. A fifty dollar (\$50.00) downgrade fee will apply to any AT&T Subscriber, Verizon Subscriber, or Qwest Subscriber who

downgrades their speed. A ninety-nine dollar (\$99.00) fee will apply to any Covad Subscriber who upgrades or downgrades their speed. A fifty dollar (\$50.00) fee will apply to any Subscriber who switches from a Static IP to a Dynamic IP. Promotional packages are only available to first time Mojavewifi.com LLC Subscribers.

#### **SETUP AND ACTIVATION FEES.**

**DSL:** Upon entering into this Agreement, all DSL Subscribers (ATT, Verizon) will be assessed a Setup fee of thirty-five dollars (\$35.00) for the account setup of the DSL Service at the time of the Service order submission in addition to the cost of the first months Service for the package selected and for the cost of a DSL modem which will be provided for use with our Service. Covad market subscribers will be assessed an additional activation fee of one hundred dollars (\$100.00) all Annual Subscribers in the Covad market areas.

**Dial-up:** Upon entering into this Agreement, a one time, non-recurring, non-refundable setup fee of Twenty dollars (\$20.00) will apply to all Subscribers for the setup of the account at the time of Service order submission. Additional fees may apply for additional features as requested.

**Fixed Wireless Broadband:** Prior to activation of Service, a non-refundable Site survey fee of \$29.00, may be requested and collected for the cost of determining availability of the RF coverage and Service in an area where such coverage is not fully known. Mojavewifi.com LLC may determine at their sole discretion that an on-site evaluation of RF signal strength and quality should be performed at the potential Subscribers Service address before accepting, processing or fulfilling a Subscriber's order for Service. At the same time as a Site survey, an installation may or may not occur at the sole discretion of Mojavewifi.com and all other fees for Installation and Setup, and Equipment, would be due from the potential Subscriber at the time of installation. **Upon entering into this Agreement, and or placing and or acceptance of your Service order, a non-refundable Installation and Setup fee of ninety-nine dollars (\$99.00) will be assessed and must be paid in full in prior to installation and activation of Service. A one time non-recurring, refundable, Equipment leasing fee of one hundred dollars (\$100.00) will be assessed and must be paid prior to installation and activation of Service. These fees apply to Typical Installations which is defined as installation on a structure with accessible wooden eaves and a composite shingle or rolled roofing roof and includes: Fixed Wireless Broadband radio and antenna, standard mount and hardware, network cable up to 100 feet in length, power over Ethernet adapter, interior network patch cables to connect one computer or for use by the Subscriber as a WAN connection to a customers firewall, router, gateway or the like. Subscriber specifically agrees to connect the Fixed Wireless Broadband Equipment owned by Mojavewifi.com LLC to a fully functional surge protector for the protection from power line surges and disturbances. Damages to Mojavewifi.com LLC owned Equipment from any electricity related event, where unprotected and or insufficiently protected power sources are used, will be considered the responsibility of the Subscriber and assessment of the original installation fee and a new Equipment lease fee will be required to be paid before the replacement of the damaged Equipment and the restoration of Service. If the customer decides not to restore Service, the refundable Equipment lease fee will be forfeited and access suspended and any remaining balances payable to Mojavewifi.com LLC will remain payable according to the terms of this agreement. Please refer to the section TERMINATION BY SUBSCRIBER for providing a valid Written Termination Request by Subscriber for more details.**

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#### **Premium Fixed Wireless Broadband Installation Cost Summarization:**

**\$99.00 Basic installation fee**

**\$100.00 Equipment lease fee (refundable upon termination of the Service)**

**\$45.95 first month Service fee (recurring month to month until Service is canceled)**

**\$244.95 Due before installation for typical installation (additional fees may apply)**

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**Basic Fixed Wireless Broadband Installation Cost Summarization:**

**\$99.00 Basic installation fee**

**\$100.00 Equipment lease fee (refundable upon termination of the Service)**

**\$25.95 first month Service fee (recurring month to month until Service is canceled)**

**\$224.95 Due before installation for typical installation (additional fees may apply)**

Due to differences in building installation characteristics, Mojavewifi.com LLC reserves the right to determine and require additional fees for installation of additional or non-typical Equipment other than or in addition to the typical Installation and Setup fees. Subscribers will be made aware of any additional fees prior to the beginning of 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 fees with exception of Site survey fees will be promptly refunded within 10 business days by Mojavewifi.com LLC. Mojavewifi.com reserves the right to deny Service to anyone for any reason and if a safe installation cannot be performed due to building structural safety concerns at the sole discretion of Mojavewifi.com LLC.

**PAYMENT, LATE FEES AND OTHER CHARGES.** There is no 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 LLC 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 billed for a full month basis and pro-rated adjustment for their next month of Service and thereafter on a full calendar month basis. Subscribers agree to pay within ten (10) days from receipt of an invoice. If a Subscriber does not pay an invoice within such ten (10) day period, Mojavewifi.com LLC will charge a late fee of five dollars (\$5.00) after the tenth day. If the invoice (and any other pending charges) are not paid by the last day of the month, Mojavewifi.com may deny, discontinue or otherwise suspend such 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) re-activation fee. Subscribers are responsible for any disputed charges beyond sixty (60) days from the date of the charge. Mojavewifi.com reserves the right to deduct all incurred charges from a subscribers equipment deposit after the account has gone into sixty days delinquency. After this point, we will attempt to schedule a time when we may remove the equipment and give to you whatever remains of your 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 a 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 chargeback's regardless of outcome of dispute. Past due accounts 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.

<b>Schedule (A) Fees and Costs for Services</b>	
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.	
Cost of Ethernet cable installation per foot beyond the included 100ft for basic installation of Fixed Wireless Broadband Service	\$0.50
Installation of Ethernet cards or modems to meet minimum hardware requirements for use of the Services (DSL, DIALUP, Fixed Wireless Broadband)	\$45.00
Hourly rate for business / small office / home office repair and maintenance services. Same services as above and additionally, not limited to 1 computer or network device. Includes advanced network configurations for file and print sharing.	\$65.00
Software Data recovery for Business customers	\$150.00
Hardware level data recovery for all customers (not an hourly activity)	call for price

**EQUIPMENT.**

**DSL:** Mojavewifi.com LLC will provide a AT&T, Verizon, Covad or Qwest Subscriber with leased use of a DSL modem for a one time fee to be applied upon activation.(California use tax is required in California). Subscriber must return to Mojavewifi.com LLC the complete DSL modem kit in a usable condition at Subscriber’s expense within thirty (30) days of termination of the Service by Subscriber or Mojavewifi.com LLC. Subscriber must pay ninety-nine dollars and ninety cents (\$99.90) plus applicable taxes to purchase any DSL modem Subscriber does not return to Mojavewifi.com LLC in working condition within such thirty (30) day period.

**DIAL-UP ACCESS:** Mojavewifi.com LLC provides no subscriber premises hardware for use by the dial-up subscriber. The subscriber is solely responsible for meeting and maintaining minimum hardware requirements for Service including computer, software, operating system, modem, and all premises wiring inside the premises and outside the premises. Dial-up subscriber acknowledges that in order for Service to be provided, an active phone line must be present at the premises as provided outside this agreement by the subscribers local exchange carrier or the like.

**FIXED WIRELESS BROADBAND:** 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 our Equipment from theft or vandalism or other causes of damage. Subscriber recognizes our Equipment as the sole property of

Mojavewifi.com LLC and that upon termination of this agreement for any reason - for example non-payment or TOS, or Acceptable Use Policy violations as deemed valid by Mojavewifi.com LLC's sole discretion, the Subscriber will make available a time for retrieval of our Equipment in total within 2 (two) weeks or less from the time Service is discontinued. If the Subscriber fails to make the retrieval of Equipment available, the Equipment Lease Fee which was previously refundable will be forfeited and the Subscriber will be billed for the full value of the Equipment in possession of the Subscriber. Subscriber agrees to be contacted for the collection of Equipment, fees, costs, charges, as allowed by California law.

**SOFTWARE.** In connection with our provision of the Service, we may provide to you, via download, CD, other media, or other delivery method, the use of certain software which is owned by Mojavewifi.com LLC 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 LLC 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

**TERM.** This Agreement is effective upon Subscriber's acceptance as provided above and shall continue until terminated by Subscriber or Mojavewifi.com LLC pursuant to this Agreement. Each Monthly Subscriber for any Service, is on automatically renewing monthly terms beginning on the first day of each calendar month (or, for the first monthly term, the full or partial month beginning with Subscriber's acceptance as provided above). An Annual Subscriber is on a twelve (12) month term beginning on the day such Subscriber accepts the terms of this Agreement as provided above. An Annual Subscriber who upgrades or downgrades to a "Month to Month" rate during their initial twelve (12) month Term pursuant to section 4, shall continue to be on the same twelve (12) month Term. An Annual Subscriber who upgrades or downgrades to a "1 Year Contract" Plan during their initial twelve (12) month Term pursuant to section 4, shall begin a new initial twelve (12) month Term on the date of such upgrade. Following the initial twelve (12) month Term, an Annual Subscriber will automatically become a Monthly Subscriber.

**SPEED OF SERVICE.** Speed rate depends upon the Subscriber's DSL Plan selection and line capabilities (e.g., loop length, line condition, gauge of copper wire and Phone Company provisioning). The maximum speed for ADSL is stated under optimal conditions and may vary significantly. Speeds are subject to a 20% overhead (e.g., 768k stated speed = 768k times 80% throughput = 614k actual speed). Minimum speeds are offered for an AT&T Subscriber and are based on the package's listed minimum speed minus 20% overhead (e.g., 384-1500k/128-256k stated speed = 384k times 80% throughput = 307k actual speed.) Actual speeds that fit the 80% of the minimum throughput criteria are considered acceptable. A Verizon, Covad or Qwest Subscriber has no minimum speeds. All Services are provided on an AS IS basis and throughput speeds are not guaranteed. Subscriber acknowledges no Service Level Agreement is offered, expressed, or implied under any circumstance or provided for any of our Services, implied or expressed. Fixed Wireless Broadband products do not guarantee or intend to imply or designate any speed quantity to the Service other than is faster than Dial-up Service. Your actual experience may vary.

**EASY ISP CHANGE FOR AT&T SUBSCRIBERS.** Completing the AT&T ISP change form authorizes AT&T to terminate DSL Service with your current Internet Service provider and further authorizes AT&T to establish DSL Service with Mojavewifi.com LLC. Opting to use the ISP change process will reduce or eliminate the amount of downtime that you may experience when switching from your current Internet Service provider to Mojavewifi.com LLC. Most Subscribers experience less than twenty four (24) hours of downtime during this process but overall downtime can be between zero (0) and four (4) business days. You are responsible, and you hold Mojavewifi.com LLC harmless, for any and all early termination, cancellation or other fees, charges or obligations resulting from your change of Internet Service provider.

**TERMINATION BY SUBSCRIBER.** Subscriber may terminate this Agreement at any time for any reason by providing Mojavewifi.com LLC with a thirty (30) day written notice in the form of a valid written termination request and paying all fees and other charges accrued and otherwise payable under the terms of this Agreement and surrendering or paying Equipment fees for leased, loaned or rented DSL and or Fixed Wireless Broadband Equipment that is not returned to Mojavewifi.com LLC in the time periods specified in this agreement. Such thirty (30) day period begins on the date on which Mojavewifi.com LLC receives Subscriber's valid written termination request. A Monthly Subscriber's termination will be effective on the later of (a) the end of last day of the calendar month during which such thirty (30) day period ends (e.g., a valid written termination request received by Mojavewifi.com LLC any time during January will result in termination effective at the end of February) or (b) the end of last day of the calendar month requested by the Monthly Subscriber. An Annual Subscriber's termination, if received by Mojavewifi.com LLC at least thirty (30) days prior to the end of their twelve (12) month term, will be effective at the end of such twelve (12) month term, unless such Annual Subscriber requests an earlier date. Notwithstanding the foregoing provisions of this section, if Mojavewifi.com LLC receives a written termination request from a Subscriber, Mojavewifi.com LLC may, in its sole discretion, terminate this Agreement on a date earlier than the date otherwise prescribed by this section. For DSL Subscribers subject to a early termination fee ("ETF") where the service was requested to be canceled prior to the expiration of the term, Annual Subscriber's twelve (12) month term, such Annual Subscriber must pay, in addition to all fees and other charges accrued or otherwise payable under the terms of this Agreement, an early termination fee in the amount of one hundred, thirty-five dollars (\$135.00) for Business Class Service or seventy dollars (\$70.00) for residential service (classes described other than Business Class during the original or subsequent Service order). All Fixed Wireless Broadband customers are month to month and accrue no ETF for cancellation of their service. In the event an Annual Subscriber terminates this Agreement prior to the end of their twelve (12) month term because of a Service-related problem not caused by the Subscriber that Mojavewifi.com LLC has failed to cure after what Mojavewifi.com LLC determines in its sole discretion to be a reasonable amount of time based on the circumstances, the Subscriber is entitled to a waiver of the Early Termination Fee. For such waiver to apply, the reason for the waiver stated above must have occurred before termination and the Subscriber must report such reason for termination to Mojavewifi.com LLC in its valid written termination request. Mojavewifi.com LLC must in turn be given the opportunity to resolve the problem and the Subscriber must be willing to troubleshoot with Mojavewifi.com LLC as well as be available for and authorize the dispatch of a network provider technician. Mojavewifi.com LLC does not monitor Subscriber accounts for activity, and absence of activity or cancellation of a Subscriber's telephone number will never constitute a termination request. A written termination request is valid only if it includes your DSL Service phone number if applicable, billing and physical address, Subscribers full name, and date you wish the Service to be canceled and the reason for canceling and is submitted via email to [Service@mojavewifi.com](mailto:Service@mojavewifi.com) or US postal Service mail at

Mojavewifi.com  
P.O. Box 1921  
Joshua Tree, Ca. 92252

**TERMINATION BY Mojavewifi.com LLC.** If, in Mojavewifi.com LLC's sole discretion, (a) a Subscriber is in breach of any of the terms of this Agreement (including but not limited to the Acceptable Use Policy); (b) a Subscriber's use of the Service is prohibited by law or is disruptive to, adversely impacts or causes a malfunction to the Service, Mojavewifi.com LLC's servers or other Equipment, or the use and enjoyment of other users; (c) a Subscriber acts in an abusive or menacing manner when dealing with Mojavewifi.com LLC's technical support staff, subscriber Service staff or any other Mojavewifi.com LLC employees or representatives; (d) Mojavewifi.com LLC receives an order from a court to terminate a Subscriber's Service; or (e) Mojavewifi.com LLC for any reason ceases to offer the Service, then Mojavewifi.com LLC at its sole election may terminate or suspend such Subscriber's Service immediately without notice. For a termination in accordance with this paragraph, Subscriber remains liable for all unpaid fees and other charges accrued or otherwise payable under the terms of this Agreement, including without limitation the Early Termination Fee and Equipment charges set forth herein, if applicable.

**TERMINATED SUBSCRIBER.** Mojavewifi.com LLC, in its sole discretion may refuse to accept a Subscriber's application for renewal following a termination or suspension of such Subscriber's use of the

Service. If a Subscriber's Service is terminated for any reason, such Subscriber, upon approval by Mojavewifi.com LLC, may enter into a new Agreement and must pay a new setup or activation fee as provided above. Upon the termination of a Subscriber's use of the Service, Mojavewifi.com LLC has the right to immediately delete all data, files and other information stored in or for the Subscriber's account without further notice to the Subscriber.

## **INSTALLATION.**

**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 date and any such delay will not be considered a breach of this Agreement by Mojavewifi.com LLC.** Payment for your initial month's Service (and if applicable: setup fees, installation fees, and Equipment) must be received prior to your turn-on date in order for your setup instructions and IP information to be released to you. If your payment is not received by your turn-on date, you will be responsible for the Service fees even though your IP and setup information has not been provided to you. A Subscriber's computer must be equipped with an Ethernet Network Interface (NIC) card for proper DSL operation and Fixed Wireless Broadband operation. Mojavewifi.com LLC does not include any NIC card as part of the modem package or Fixed Wireless Broadband Access Installation; however it may be installed at the consent of the Subscriber for additional fees as described in Schedule (A) of this agreement. DSL modems, filters, splitters, power adapters, Fixed Wireless Radios, antennas, power injectors, mounting hardware, cabling and other items provided upon installation, remain the property of Mojavewifi.com LLC and must be returned according to this agreement. Additional hardware to meet the minimum system requirements can be purchased from Mojavewifi.com LLC by contacting us if necessary.

## **SELF-INSTALLATION.**

**DSL:** Self-installation allows the Subscriber to install their DSL Equipment. Self-installation is the typical option. This option provides Service to the minimum point of entry ("MPOE") of your phone Service. Your MPOE is normally located outside your building. Inside wiring and inside wiring repair is not included with this option. If inside wiring or inside wiring repair is required, you must contract with your circuit provider or other professional for such work at your own cost. Faulty inside wiring is not grounds for cancellation of your contract. Multi-line phones, phone systems, alarm system or special phone configuration may require a professional installation or special multi-line phone filters. Mojavewifi.com LLC does not provide nor is responsible for any special Equipment including but not limited to a POTS splitter or multi-line phone filters. A required professional installation, need for special Equipment in order to establish a connection or an incompatible phone line or phone system is not grounds for cancellation of your contract. A sixty dollar (\$60.00) transfer fee will apply to any AT&T or Verizon Subscriber and a one hundred dollar (\$100.00) transfer fee will apply to any Covad or Qwest Subscriber who must transfer their Service to a standard phone line due to an incompatible phone line or phone system. Please consult the directions online at [www.mojavewifi.com](http://www.mojavewifi.com) or the printed instructions we may provide.

**Dial-up Access:** Self installation is the typical option. Please consult the directions online at [www.mojavewifi.com](http://www.mojavewifi.com) or the printed instructions we may provide.

**Fixed Wireless Broadband:** Self installation is not available for Fixed Wireless Broadband. Installation and activation must be performed by an installation technician on behalf of Mojavewifi.com LLC. The installation provides Service to the minimum point of entry ("MPOE") of our Ethernet cabling on the customer side of the power over Ethernet adapter. A dynamically assigned IP address would be provided to any client connected to the Subscriber side of the power over Ethernet adapter. Your MPOE for Fixed Wireless Broadband is normally located inside your building.

## **PROFESSIONAL INSTALLATION.**

**DSL:** Subscribers may request a Professional Installation for a one-time fee of two hundred dollars (\$200.00) in the case of an AT&T Subscriber, and one hundred forty-nine dollars (\$149.00) in the case of a Qwest Subscriber. The Professional Installation includes setup of Subscriber's DSL modem only, including inside wiring if needed. It does not include installation of Subscriber's network card or setup of Subscriber's computer. Professional Installations may be provided for additional fees by Mojavewifi.com LLC installation technicians according to Schedule (A) of this Agreement. If a Verizon Subscriber requires a Professional Installation it is the Subscriber's responsibility to hire a third party technician. Professional installation is not obligatory.

**Fixed Wireless Broadband:** Installation of Customer Premise Equipment and activation of Service for Fixed Wireless Broadband Service must be completed by an installation technician on behalf of Mojavewifi.com LLC. Subscriber agrees to hold harmless and indemnify Mojavewifi.com LLC 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 under any agreement at the Subscribers premises. By Subscriber's signature, Subscriber hereby releases and waives any and all claims for damages against Mojavewifi.com LLC, and each of their directors, officers, owners, managers, employees and agents, including but not limited to independent contractor installation technicians, from and against 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 selected by Customer and any associated testing thereof. CUSTOMER WILL INDEMNIFY AND HOLD HARMLESS MOJAVEWIFI.COM LLC FROM ANY AND ALL LIABILITY ARISING FROM THE INSTALLATION OF EQUIPMENT OR SERVICES PERFORMED PURSUANT TO THIS AGREEMENT.

**SUBSCRIBER SUPPLIED MODEM.** Purchase of our DSL modem is obligatory and required. However, if a Subscriber chooses to supply their own modem, the Subscriber assumes the risk of Service incompatibility. Incompatible Subscriber modems or other Subscriber Equipment shall not relieve Subscribers from any of their obligations under this Agreement while troubleshooting defective or incompatible Equipment even if Subscriber's Service is down during such periods of troubleshooting.

**SUBSCRIBER PREMISE EQUIPMENT.** The PPPoE connection will allow one computer to use your DSL connection. Static IP accounts include a DSL bridge which can be used ahead of one computer or router provided by you. Mojavewifi.com LLC does not provide support for router(s). All packages include basic instructions and support.

**TECHNICAL SUPPORT.** Mojavewifi.com LLC assumes that the Subscriber has a basic understanding of their computer. Mojavewifi.com LLC will not train you in basic computer skills (e.g., deleting files or creating directories). 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 receive a dial tone or network link connectivity before any technical support will be dispensed. Our technical support staff is not trained to, has no obligation to and will not assist you in installing and/or troubleshooting modems, network cards, routers, complex network configurations or telephone lines, neither will they provide any technical assistance or support for any third party Software. Mojavewifi.com LLC is not responsible for connection problems due to a computer that is infected with viruses, spyware or malware. It is the Subscriber's responsibility to initiate and be available for technical support during Mojavewifi.com LLC's hours of operation. If a Subscriber wishes to utilize Mojavewifi.com LLC's technical support, the Subscriber must be available to help troubleshoot the connection or computer setup. Mojavewifi.com LLC does not provide on-site technical support as part of basic Service. However, Mojavewifi.com does provide technical support for fee as described in "Onsite Technical Support TOS Schedule (A)" available at [www.mojavewifi.com](http://www.mojavewifi.com). However phone company technicians may be dispatched to troubleshoot the circuit with a Subscriber's approval. The Subscriber is solely responsible for all charges involved with dispatching a technician to troubleshoot their line. For AT&T Subscribers and

Verizon Subscribers, charges are currently sixty dollars (\$60.00) per visit or truck roll which includes one-half (1/2) hour of work and thirty-five dollars (\$35.00) for each additional one-half (1/2) hour of work. For Covad Subscribers, charges are currently (\$175.00) per visit which includes one-half (1/2) hour of work. For Qwest Subscribers, charges are currently (\$100.00) per visit which includes one-half (1/2) hour of work. All such charges are subject to change with no prior notice. Subscriber understands and agrees that any such technician or other person dispatched to troubleshoot Subscriber's line is not an employee or agent of Mojavewifi.com LLC and Mojavewifi.com LLC 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.

**MAINTAINING CURRENT TELEPHONE SERVICE.** DSL Service shares the Subscriber's current telephone line and Service. It is the Subscriber's sole responsibility to maintain the phone line and phone number of original installation in continuous working order with the local phone company in order to receive the Services. A Subscriber who disconnects telephone Service remains responsible for monthly Service fees, Early Termination Fees and all other fees, charges and other obligations provided for in this Agreement. A sixty dollar (\$60.00) transfer fee will apply to any AT&T or Verizon Subscriber and a one hundred dollar (\$100.00) transfer fee will apply to any Covad or Qwest Subscriber who changes their current telephone Service. This includes but is not limited to change of phone number, change of phone line or change of Service location. A change in phone Service will result in downtime while Service is reestablished.

**IP ADDRESSES.** Each Subscriber is allowed one (1) computer device per IP address. Upon expiration, cancellation or termination of this Agreement, a Subscriber must relinquish any IP addresses or address blocks assigned to them by Mojavewifi.com LLC. Mojavewifi.com LLC may choose to assign any Subscriber a new IP address at any time.

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

**PRIVACY POLICY.** Mojavewifi.com LLC will treat each Subscriber's personal information in accordance with Mojavewifi.com LLC's privacy policy ("Privacy Policy") published at <http://www.mojavewifi.com/>. Subscriber agrees to the terms of the Privacy Policy. Mojavewifi.com LLC 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 LLC (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH SOFTWARE OR EQUIPMENT). Mojavewifi.com LLC (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 LLC OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. USE OF Mojavewifi.com LLC TECHNICAL SUPPORT IS AT YOUR OWN RISK AND IS NOT WARRANTED. Mojavewifi.com LLC DOES NOT WARRANT OR GUARANTEE THAT DSL, DIALUP, FIXED WIRELESS BROADBAND, HOTSPOT SERVICE CAN BE PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE, EVEN IF Mojavewifi.com LLC HAS

ACCEPTED YOUR ORDER FOR DSL SERVICE. THE PROVISIONING OF DSL SERVICE IS SUBJECT TO CIRCUIT AVAILABILITY AND OTHER FACTORS, INCLUDING WITHOUT LIMITATION, LOOP LENGTH, THE CONDITION OF YOUR TELEPHONE LINE AND WIRING INSIDE YOUR LOCATION, AND YOUR COMPUTER/DEVICE CONFIGURATION AND CAPABILITIES, AMONG OTHER FACTORS. IN THE EVENT YOUR LINE IS NOT PROVISIONED FOR ANY REASON, NEITHER YOU NOR Mojavewifi.com LLC SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN ANY Mojavewifi.com LLC -PROVIDED EQUIPMENT, PURSUANT TO THE TERMS OF THIS AGREEMENT).

Mojavewifi.com LLC DOES NOT WARRANT THAT THE SERVICE, SOFTWARE OR EQUIPMENT PROVIDED BY Mojavewifi.com LLC 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 LLC 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 LLC MAKES NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED USING THE SERVICE, THE SOFTWARE, THE EQUIPMENT OR THE INTERNET. Mojavewifi.com LLC 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 LLC (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 LLC 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 STATED IN THIS SECTION 30 ALSO APPLY TO Mojavewifi.com LLC'S THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS AS THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.

ANY RIGHTS OR LIMITS STATED HEREIN ARE THE MAXIMUM FOR WHICH Mojavewifi.com LLC (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES), Mojavewifi.com LLC'S THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS ARE COLLECTIVELY RESPONSIBLE.

THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

Mojavewifi.com LLC 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 LLC (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 LLC (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 LLC (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.

**LINKS.** Mojavewifi.com LLC or third parties may provide links to websites other than <http://www.mojavewifi.com> or other resources. Because Mojavewifi.com LLC has no control over such websites and resources, you acknowledge and agree that Mojavewifi.com LLC is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that Mojavewifi.com LLC will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or Services available on or through any such website or resource.

**INDEMNIFICATION.** You agree to defend, indemnify and hold harmless Mojavewifi.com LLC 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.

**REVISIONS.** Mojavewifi.com LLC 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) must terminate their Service immediately.

**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 LLC 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 LLC 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 LLC CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN A COURT LOCATED IN SAN BERNARDINO COUNTY,

CALIFORNIA 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 LLC's 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 LLC'S CONTROL.** Mojavewifi.com LLC 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 LLC's website, which are fully incorporated into this Agreement by reference, constitutes the entire agreement between you and Mojavewifi.com LLC 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.

**NOTICE.** Notices by Mojavewifi.com LLC to you shall be deemed given: (a) when sent to your email address on file with Mojavewifi.com LLC, (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 have read and I accept Mojavewifi.com LLC'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 LLC's website: <http://www.mojavewifi.com>.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

**Contact information:**

\_\_\_\_\_  
Billing Customer Name

\_\_\_\_\_  
Billing / Mailing Customer Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Contact Phone Number

\_\_\_\_\_  
Alternate Contact Phone Number

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Physical Service Address

\_\_\_\_\_  
City, State, Zip Code

How would you like to receive your bill every month?		
Email	Paper Mail	Automatic Credit Card Billing

Total Amount of Installation: \$ \_\_\_\_\_

Installation Paid By:

Check # \_\_\_\_\_ Cash Money Order CC: Visa / MC / Disc Invoice # \_\_\_\_\_