



Residential Service Agreement and Acceptable Use Policy.

PLEASE READ THIS AGREEMENT COMPLETELY PRIOR TO INSTALLATION.

■ **The Equipment Installation:**

You authorize WiFi-4-You to install all necessary equipment on to your structure to receive and bring the signal into your home. A standard installation will include a rooftop antenna, a tripod, parapet or other suitable mount, a mast up to 10 feet in height, cabling and radio transceiver. The cable will be run from the rooftop antenna, down to and through an exterior wall as close as possible to your computer or router location. A power supply with an Ethernet handoff will be installed near your computer or router location and attached to your equipment. If the room that you want the connection in does not have an exterior wall, you must provide and install a conduit (or other entryway for the cable) from the rooftop into that room prior to the install. A standard three-prong electrical outlet must be available within six feet of your computer or router. A ground wire will also be installed from the antenna to a proper grounding location to help protect against lightning strikes.

- Renters must get permission from their landlord prior to the installation. A signed Landlord Consent Form may be required prior to the install. You have the legal right to take necessary and reasonable steps to bring this, and other services/utilities into your home. However, some owners/landlords may require the install to be completed on their terms. Please consult with your landlord about this before your install, and we will do our best to work with them. If you need a consent form, we can mail or email it to you before your installation date. Please understand that it is your responsibility to comply with your landlord's requirements, not ours.
- All equipment installed by WiFi-4-You remains our property unless otherwise stated on your install invoice. If you chose to end your service with WiFi-4-You, you must allow the retrieval of all Company equipment or you will be billed up to \$350.00. Signing the installation work order grants WiFi-4-You the right to access the exterior of your structure (including your roof) to retrieve our equipment upon non-payment.
- WiFi-4-You shall be in no way responsible for damage to your home or property that is directly or indirectly caused by our equipment once the install is completed (i.e. wind, rain, lightning, animals, or other events or 'Acts of God'), or you as a customer, your tenants, guests or affiliates. Any Company equipment that fails will be repaired or replaced at the Company's expense as long as the failure or damage is not caused by you or your affiliated party. Repairs caused by you will be billed to you at a rate of \$69 per labor hour, plus equipment and supplies. Damages caused by a third party will be your responsibility to bill (i.e. - satellite TV tech, AC tech, roofer, painter, maid service, etc.) Repairs billable to you must be paid at the time of the repair.

***Please Note:** Installing equipment of this nature may increase the risk of lightning strikes to your structure. Even though we will be grounding the system, it does not guarantee that damage will not occur in such an event. Taking the risk of damage to your property or person is solely yours and WiFi-4-You cannot be held responsible. Never attempt to perform maintenance or repairs to any part of the WiFi-4-You system, inside or outside during a lightning storm. Serious personal injury or death could result.*

■ **Subscription Policy:**

Our service is billed on a monthly subscription basis. When we install the system, we will give the choice of what date you would like you bill to be due each month. You will receive a statement by email notifying you of your next "Due Date." You should send your payment so that we receive it on or before the Due Date. We will grant a 10 day grace period past the due date. On the 11th day of non-payment your service will be suspended until the balance is paid in full. There are no late fees, however your account will incur a \$10 Reactivation Fee if your service is suspended for longer than 14 days. If we receive an excessive amount of payments from you during the grace window, your due date may be moved up by 10 days on future bills.

▪ **Maximum Time of Non-Payment before Equipment Removal:**

WiFi-4-You will allow up to 60 days to elapse after the Due Date before we collect our equipment from your property. You will be billed for any equipment that we are unable to retrieve, up to \$350. The items that must be returned are: Radio transceiver, power supply, power injector and antenna. Cabling coming from the rooftop will not be removed. Tripod and/or mount removal is optional, and will be left up to our technician's judgment. Tripod removal can be harmful to the roof if it has been tarred or roof coated after the installation. WiFi-4-You reserves the right to remove our equipment immediately if you are being evicted or foreclosed upon, with or without your consent.

▪ **Installation Payment, and Monthly Billing:**

Installation and first month service fees are due upon completion of the install. If you wish to pay your install fee with a credit/debit card, you will be subject to a \$5 transaction fee. A monthly bill will be emailed to you approximately ten days before the Due Date. Upon your request, we can mail a paper bill to you instead for a small monthly fee of \$1.

▪ **Payment types:**

WiFi-4-You accepts personal checks, business checks, money orders and credit/debit cards. We do not accept cash or credit/debit cards through standard mail. Credit/debit card payments can be made on line through our website, or over the phone. WiFi-4-You uses PayPal to process all credit/debit transactions. A \$1.00 transaction fee will be added to all credit/debit card payments. Automatic monthly payments with your credit/debit card can also be arranged, in which case the \$1.00 fee will be waived.

Returned checks will be charged back to you plus a \$35 penalty. Two returned checks within a 12-month period will result in denial of such future payment methods. All payments must be received in U.S. Dollars. Payments sent by mail are considered 'paid' on the date we actually receive them, not the postmark date.

▪ **Internet service limitations:**

YOU ARE REQUIRED BY LAW NOT TO USE THIS SERVICE FOR ANY ILLEGAL PURPOSES.

This includes, but is not limited to: Internet gambling, fraud of any nature, spamming (unsolicited email,) downloading or uploading of any illegal content or copyrighted material without a license, illegal file sharing, child pornography or any other activity where a child is intently harmed, insider trading, terrorist activities, etc. Any customer discovered to be engaged in these activities will be refused service immediately and reported to the proper authorities, if applicable. WiFi-4-You will cooperate with all Federal, State and Local authorities in any investigation of illegal activities. WiFi-4-You shall not be held responsible for your Internet activities, whether they are legal or not.

Please Note: WiFi-4-You does not monitor your usage of the Internet, however, outside agencies may. It is virtually impossible to completely hide what you do on the Internet. Our network is completely secured and encrypted, but once your Internet traffic leaves our network, we have no control over where it goes or who may see it. Our advice is: If you don't want something to be seen on the Internet, don't do it. If you use your connection for sensitive activities, such as: On line banking, shopping, bill payments, etc, Please make sure the web sites are secure. An easy way to tell if a web site is secure is to look at the address bar after you have gone to the web site. Almost all web sites that ask for personal information or account numbers will begin with "https://" where as non-secure sites will lack the "s" at the end of "http." Https stands for Hyper Text Transfer Protocol Secure. Never respond to emails requesting personal information, account numbers, password confirmations, etc.

▪ **Consistent heavy downloading and/or uploading:**

While large file transfers are often needed, and sometimes required, consistent downloading or uploading can cause slowness on the network. Please understand that this service is based on a shared root connection, which means that you are sharing the total available bandwidth with other customers on the network. So if you are downloading or uploading files for hours on end, other customers may experience slowness for hours on end. This kind of activity cannot be tolerated and may cause the system to automatically throttle your connection back, or block it completely to compensate. This can include using video streaming services such as Netflix or Hulu.

▪ **Traffic Limits:**

✓ There is a total traffic limit of 30 Gigabytes per calendar month. (Our *Extreme* and *Ultimate* speed plans both include 80 GB of usage per month.) When this monthly limit is reached, your connection will be automatically throttled back to 350 Kbps download and 100 Kbps upload until the first day of the next calendar month. You can request your current monthly usage at any time by emailing or calling us.

✓ A *High Usage* upgrade is available on some speed plans. This upgrade doubles all traffic limits for an additional \$12.00 per month, and must be purchased ahead of time. Ask us for details if you think you may need this upgrade.

- ❖ **FYI – 30 GB is a lot of data - approximately 500,000 plain text emails, or 315,000 web pages, or 4000 to 5000 mp3 songs. However, in the case of Netflix, it may only be about 15 to 20 full length movies. Please use your bandwidth wisely. This policy will only impact a small amount of our customers. Our average customer only transfers about 200 MB per day, or about 6 GB per month. 95% of our customers have never exceeded this limit.**
- **Unsupported/Prohibited services:**
WiFi-4-You does not allow and/or support some Internet applications. These applications include, but are not limited to:
 - Peer-to-Peer file sharing programs are strictly prohibited and blocked due to their illegal nature and extreme bandwidth demands. Examples of these programs are: Limewire, Kazaa, Bittorent, eMule, etc. Peer-to-peer programs are also the #1 source of computer viruses and malware on the Internet.
 - VOIP phone services (like Vonage and MagicJack,) or video conferencing services (like Skype) are not supported. These services are not prohibited, so you are welcome to try them. However, we do not guarantee their functionality in any way, including any ‘e911’ emergency services. Use these services at your own risk.
 - Web servers – You can only run a web server if you purchase a Static-Public IP address from us. The cost is \$6 per month.
- **Devices not supported:** As far as we know, any device that has TCP/IP ver. 4 protocol installed should work on our system.
- **Software and hardware services not provided:**
 - Anti-virus, adware and spyware removal, and updating services are not provided (visit our website for tips, though.)
 - Firewalls. Although your connection will be protected behind our two redundant firewalls at our system core, we recommend that you use a local firewall on your computer or network.
 - Built-in multi-computer connectivity. To share your WiFi-4-You connection with multiple computers in your home, you must provide your own broadband router. A broadband router will also act as a firewall.
- **IP Addressing:**
WiFi-4-You will assign your account one private (non-routable) IP address at the time of your installation. Static-Public IP addresses are available for \$6 per month. A Public IP address will allow you to access your home network from the outside world, which can pose a security threat if not administered properly.
- **Hardware Tampering:**
The wireless hardware we install remains our property at all times. Tampering with the wireless hardware may result in unnecessary repair charges to you, and in some cases may result in termination of service. Remember: Any of our hardware that fails due to manufacturer defect or natural causes (such as lightning strikes) will be repaired or replaced at no cost to you for the duration of your service with us. Hardware that you purchase from us (such as a router) is not covered.
- **Disruptions of Service:**
WiFi-4-You is dedicated to providing a highly dependable and trouble free network, however sometimes uncontrollable events happen. Power outages, radio frequency interference, electrical storms and even Sun spots can cause problems and may sometimes completely disrupt Internet connectivity. WiFi-4-You cannot be held responsible for service disruptions of this nature, or other circumstances beyond our control. However, we are committed to your satisfaction – If you experience a disruption in your WiFi-4-You Internet service longer than twelve consecutive hours, and due to a failure of our equipment or service, we will pro-rate and credit your account for every day of connectivity loss upon your request (excluding loss from storm damage.) If you lose connectivity for more than seven consecutive days (which is highly unlikely) you will receive a free month of service, provided that you call us to report your outage in a timely manner (in other words, don’t wait for a week to call us and expect to get a free month.) WiFi-4-You shall not be held responsible for any financial loss due to connectivity interruptions or any other event. Our liability is limited to the actual cost of our service on a pro-rated daily basis.
- **TOS - Termination of Service :**
Termination of your WiFi-4-You service may be done at any time and for any reason by yourself or WiFi-4-You.
Circumstances that would cause us to terminate your service would be, but are not limited to:
 1. Any violation by you of this agreement.
 2. 60 days or more of non-payment (we are flexible with this if you request an extension.)
 3. Usage of peer-2-peer file sharing programs on our network, or any other illegal activity.
 4. Unforeseen events that would prohibit signal delivery to your location.
 5. Eviction and/or foreclosure of your home.

You will be charged up to \$350 for any of the wireless equipment that we are unable to retrieve from your property. We will come to your house and remove all of our equipment at no cost to you. It is not necessary for you to deliver or ship the equipment unless you choose to.

▪ **30 Day Trial Period:**

If for some reason within 30 days of your install, you decide this service is not for you, notify us and we will remove our equipment and refund your installation fee. First month service fee is non-refundable. Please Note: If you are having issues with the connection shortly after the install, please do not assume it will always be that way. On occasion, we will get a defective transceiver or antenna that seems to work fine during the install, and then begins to degrade, or completely fail after a few days of service. These events are few and far between, but do happen. Unfortunately, this is the nature of electronics. Please allow us to correct these issues before immediately deciding to cancel.

▪ **Other important terms and conditions:**

- The WiFi-4-You service may not be resold or redistributed in any way outside your home network or property.
- WiFi-4-You reserves the right to refuse or cancel service at any time, to anyone, for any reason.
- This Service Agreement / Acceptable Use Policy is subject to change with or without notice at any time. You are bound to the current version of this agreement at all times. The current version can be downloaded at our web site or emailed to you upon request. Major changes to this agreement will be automatically emailed to you. Prices are subject to change.

I (the customer) have read this Service Agreement in its entirety and received a copy for my records. I hereby agree to all terms and conditions laid out above and understand that I am required to adhere to them at all times or risk denial and/or termination of service without advanced notice.

Signed _____ Date _____

WiFi-4-You Contact Information:

Billing Inquires Email:	payments@wifi4you.us
Support Request Email:	support@wifi4you.us
General Account and Service:	admin@wifi4you.us
Website and Online Payment Center:	www.wifi4you.us
Phone:	(520) 225-0305

Mailing and Billing Address:

Also make checks payable to:

WiFi-4-You
PO Box 86895
Tucson, AZ
85754-6895

Business Hours: 9am – 7pm, 7 days.
Closed major holidays.