



TERMS AND CONDITIONS

This Service Agreement ("Agreement") is between Fort Mojave Telecommunications Inc. ("Provider") whose registered address is 8480 S. Hwy 95, Suite 104, Mohave Valley, AZ 86440, and the Customer. This Agreement is subject to the following Terms and Conditions.

General Terms and Definitions:

The Customer ordering any products or services from Provider is hereafter referred to as Customer. By accepting products and/or services provided through Provider, Customer agrees to observe and abide by all terms and conditions.

I. Disclaimer of Liability:

Customer acknowledges that Provider makes no warranty of any kind, express or implied, regarding the reliability or suitability for a particular purpose of its Internet services. Uninterrupted or error-free internet service, or the speed of Customer's service, is not guaranteed. Actual speeds vary. Provider disclaims any warranty of merchantability or fitness for a particular purpose. No oral advice or written information given by Provider, its employees, directors, agents, or other representatives, shall create or expand any representation or warranty, nor shall Customer be entitled to rely on any such information or advice. Customer acknowledges and understands that Provider exercises no control over the nature, content, or reliability of the information delivered to Customer from the Internet. Under no circumstances shall Provider be held responsible for damages or loss suffered by Customer, including, but not limited to, special, actual, incidental, consequential or punitive damages, as a result of Customer's direct or indirect use of services including, but not limited to, errors, delays, loss of information, or interruptions in service. Customer acknowledges that Internet access service may be temporarily unavailable for scheduled or unscheduled maintenance, and for other reasons within and outside of the control of Provider. Under no circumstances do any such errors, delays, loss of information, or interruptions in service nullify or modify this Agreement entered by Provider and the Customer. Provider reserves the right to refuse or terminate service to Customer at any time. Customer agrees to indemnify and hold Provider harmless from any claims, including attorney's fees, resulting from the Customer receiving Provider services, which cause direct or indirect damage to another party. In the event Provider is required to perform installation, work, or wiring, or to supply equipment or hardware to the Customer in connection with the services supplied by Provider, Customer agrees that under no circumstances will Provider be held responsible for damages or loss suffered by Customer in connection with the same, and Customer will be solely responsible for any damages or loss associated with Provider's installation, work or wiring, or supply of equipment or hardware to Customer's location by Provider.

II. Customer Responsibility:

Customer is responsible for protecting all account passwords and for any authorized or unauthorized use made of Customer's account. Customer agrees to comply with the rules appropriate to any network to which Customer may gain access via the services of Provider and agrees to abide by the Provider "Acceptable Use Policy" found at www.ftmojave.com/legal Customer acknowledges that any proprietary, confidential, or otherwise valuable information that Customer desires to keep confidential should not be transmitted over any part of the Internet, nor reside on computers connected to the Internet. Customer will not transmit or make available to the Internet any material that is illegal, libelous, tortuous, or likely to result in action against Provider or its Customers. Customer agrees that under no circumstances will the Customer use Provider equipment and/or electronic mail addresses in connection with the sending of unsolicited electronic mail messages, commercial or otherwise, including but not limited to, the sending of unsolicited mass mailings. Violation of this provision will result in cancellation of Customer's service upon written notice by the Company. Customer will also be responsible for installing their own "firewall" hardware or software, if desired, to protect against possible intruders gaining access to Customer's computer. Service is provided to (1) household, it is occupants and visitors only. Reselling or providing service to others outside of the customers premise is strictly prohibited and grounds for termination of this agreement.

Prior to circuit installation, Customer is responsible for providing, at Customer's sole expense:

1. Two standard AC wall outlets to provide power to the customer premise equipment.
2. A Network Interface Card (NIC) in their PC system or have wireless capability in the devices that you wish to provide Internet service to.
3. An Internet network ready PC System (Provider is not responsible for configuring Customer's networks or PC system(s) to be used with the Internet).

III. Service Plans and Term Commitment: Customer agrees not to use the services provided by Provider in a manner prohibited by any federal or state law. The minimum term for Provider service is for (1) one month with an automatic extension on a month-to-month basis thereafter. If Customer chooses the annual, twelve (12) month term commitment plan, service will continue monthly following the expiration of the initial 12-month plan. The Provider monthly service and installation fees are payable in advance and are invoiced at the beginning of each month. Prorated fees will apply based on the actual date service is installed. All invoices are due and payable on receipt.

IV. Internet Bandwidth Available:

The maximum Provider circuit speed is based on the location and type of connection provided. Actual data transfer or "throughput" may be lower than maximum circuit speed due to Internet congestion, server or router speeds, protocol overheads and other factors, which cannot be controlled by Provider.

V. Inside Wiring:

Inside wiring may not require if there is CAT 5 or fiber cabling already existing. If a new cabling must be installed, the rate for installation will be the current Fort Mojave Telecommunications Inc. De-Regulated Service rate and may be free with a contract or billed if there are special customer installation requirements. Customers with alarm systems, that do not have a telephone line for the broadband service to be installed on, may need to have their alarm service rewired to accommodate the broadband station filter (see your alarm service provider for more information). Charges for this rewiring will be charged at the indicated labor rate.



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vi. Payment Obligations:

If service is terminated before 6 months, there may be up to a \$185 cancellation fee or for fixed wireless customers the fee of up to \$500 will apply. A fee may also be applied for unreturned or damaged equipment. Invoices are due and payable upon receipt.

vii. Venue/Choice of Law:

This agreement shall be construed in accordance with and governed by the internal laws of the State of Arizona. Any legal action or other legal proceeding relating to this agreement or the enforcement of any provision of this agreement shall be brought or otherwise commenced in a state or federal court located in Arizona

viii. Assignment

Customer may not assign or transfer its rights or obligations under this agreement without the prior written consent of Provider, which shall not be unreasonably withheld and any attempted assignment without such consent shall be invalid.

ix. Severability

If any provisions of this agreement are held to be invalid or unenforceable pursuant to judicial decree or decision, the remainder of this agreement shall remain valid and enforceable according to its terms.