

## Valley Center Wireless Internet Service Agreement

**READ THIS SERVICE AGREEMENT CAREFULLY BEFORE USING OUR INTERNET SERVICE.**

### **1. AGREEMENT.**

This is an agreement between Valley Center Wireless and you to provide High Speed Internet Service ("the Service"). By establishing an account or using the Service or equipment, you agree to be bound by this Agreement and to use the Service in compliance with the Valley Center Wireless Service Agreement and Acceptable Use Policy ("the Agreements") which can be found below.

### **2. TERM.**

The initial term of this agreement is twelve (12) months from the date that the Service is first used ("Activation Date") and will continue on a month-to-month basis thereafter. Valley Center Wireless reserves the right to change the price of the Service at any time after the initial term upon 30 days notice. Prices for other Valley Center Wireless services may change at any time upon 30 days notice and will be posted on the Valley Center Wireless homepage: [www.ValleyCenterWireless.com](http://www.ValleyCenterWireless.com). Current rates may also be obtained by calling 749-0828.

### **3. THE SERVICE.**

The Service includes:

- Wireless Internet access and associated equipment
- Ten email accounts

The Service speed can vary depending on Internet traffic and other factors beyond the control of Valley Center Wireless.

To ensure equal Internet access for all subscribers, we maintain a running average fair access policy. Fair access establishes an equitable balance in Internet access across high speed Internet services by service plan for all customers regardless of their frequency or traffic usage. To ensure this equity, customers may experience some temporary throughput limitations. This policy applies to all service plans. Valley Center Wireless provides the Service on a "best effort" standard and does not guarantee upload or download speeds.

E-mail is available under this agreement after the Activation Date.

You may purchase a separate dial-up account while waiting for the service to be installed. You are solely responsible for determining if use of a particular dial-up number will cause you to incur long-distance, toll, or any other charges. Valley Center Wireless is not responsible for any long-distance, toll or other charges you incur. Simultaneous login access costs will be extra.

### **4. CANCELLATION.**

If you are dissatisfied with the Service or any related terms, conditions, rules, policies, guidelines, or practices, your sole remedy is to discontinue using the Service, cancel your account, and pay any cancellation fees that apply. Valley Center Wireless is providing equipment to you for your use of the Service. Cancellation of the Service by you before the initial term of the agreement ends will result in a \$200.00 charge. Cancellation of the service by you before the activation date will not result in a charge. Upon cancellation the equipment provided by Valley Center Wireless must be returned within thirty (30) days. If the equipment is not returned your account will be charged an additional \$250.00 fee.

To cancel the Service you must call 760-749-0828. Cancellation will be effective at the end of the current billing period in which notice of cancellation is received. Upon cancellation, email service will be terminated. Valley Center Wireless may terminate this Agreement, your password, your account, or your use of the Services for any reason, including, without limitation, if Valley Center Wireless, in its sole discretion, believes you have violated the Agreements or if you fail to pay any charges when due. Termination notice will be by email or U.S. Mail to the address you provided for the Service. All notices to you shall be deemed effective on the fourth (4th) day following the date of the mailing. Sections 1, 4, 6, 10 and 11 of this Agreement shall survive termination of this Agreement.

### **5. In order to receive the Service:**

- You must be at least 18 years old.
- Your computer must have a 10 Base T or 10/100 port (RJ45)
- Installed firewall – and or router

### **6. PAYMENT.**

**You will be charged a one-time installation fee, first and last months service fee, and a monthly charge for the Service.** You must provide accurate billing information including legal name, address, telephone number, email address, and credit card/billing information, and report all changes to this information immediately. You are responsible for any charges to your account. Questions regarding charges to an account should be directed to Valley Center Wireless' Customer Service Department at 760-749-0828. All charges are considered valid unless disputed in writing within sixty (60) days of the billing date. Adjustments will not be made for charges that are more than 60 days old.

Charges are billed to your credit card or debit card, as applicable, each month for the Service and any additional usage or services. Valley Center Wireless is not responsible for any charges or expenses (e.g., for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by Valley Center Wireless. Payment by check is due on the 1st of the month. You agree to maintain valid and current credit card information on file with Valley Center Wireless at all times.

Delinquent accounts may be suspended or canceled at Valley Center Wireless' sole discretion; however charges will continue to accrue until the account is canceled. Valley Center Wireless may bill an additional charge to reinstate a suspended account. Valley Center Wireless will charge a 1.5% fee on accounts over thirty (30) days past due.

### **7. YOUR ACCOUNT, PASSWORD AND SECURITY.**

Email accounts exceeding 10MB in size may be inactivated until you reduce the size of the mail being stored. Valley Center Wireless reserves the right to change limits at any time upon 30 days prior notice.

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Customer initials \_\_\_\_\_

**8. INSTALLATION.**

Because our equipment is highly sophisticated, installing and pointing the antenna are very stringent, the equipment must be professionally installed by a certified installation technician.

The installation, use, inspection, maintenance, repair, and removal of the Equipment may result in service outage or potential damage to your computer. You are solely responsible for backing up all existing computer files. Valley Center Wireless and its employees, agents, contractors, and representatives shall have no liability whatsoever for any damage to or loss or destruction of any of your hardware, software, files, data, or peripherals. You assume responsibility for impacts to or loss of any warranty associated with the opening of your computer for installation.

You acknowledge that this is a fixed-location service. Moving to another location will require the service to be reprovisioned at the new location. This may result in substantial interruption of the Service and will result in fees associated with a new installation.

Valley Center Wireless will make its best effort to provide the Service. Because of the complex nature of high speed internet services, availability, and the underlying infrastructure, it may not be possible to provide the Service to everyone. In its sole discretion, Valley Center Wireless may cancel the installation process and refund any money that you have paid. Valley Center Wireless will notify you of its intent to cancel as soon as reasonably possible. It may take 3 or more days to determine if Valley Center Wireless is able to provide service. Valley Center Wireless shall have no responsibility whatsoever for claims arising out of its failure or refusal to complete the installation or provide the Service.

**9. MONITORING THE SERVICES.**

Valley Center Wireless has no obligation to monitor the Services, and will not do so. However we will disclose your information for any reason if Valley Center Wireless, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Service properly; or protect itself and its subscribers. Please see our Privacy Policy. Valley Center Wireless may immediately remove your material or information from Valley Center Wireless' servers, in whole or in part, which Valley Center Wireless, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy.

**10. DISCLAIMERS.**

Our equipment is subject to third party warranties, which will be passed through Valley Center Wireless to you at no additional charge. Valley Center Wireless will comply with all reasonable requirements to effect the pass-through of the warranty to you. At its sole option within the initial term, Valley Center Wireless may replace defective equipment. The warranty does not cover defects resulting from acts outside of Valley Center Wirelesses control, use contrary to specifications or instructions, or repair or modification by anyone other than Valley Center wireless or it's contractor. Valley Center Wireless reserves the right to modify this warranty at any time. The foregoing limitation applies to the acts and omissions of Valley Center Wireless, it's officers, employees, agents, contractors, or representatives which, but for this revisions, would give rise to the cause of action against Valley Center Wireless in this contract, tort or any legal doctrine. Your sole and exclusive remedies under this agreement are as expressly set out in this agreement. Any warranty gives you specific legal rights, you may also have rights which vary from State to State.

**11. JURISDICTION.**

Under California Civil Code Section 1789.3, subscribers who are residents of California are entitled to the following specific consumer rights information: the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, CA 95814 or by telephone at 1-916-445-1254.

This Agreement is governed by California law without regard to conflict of law provisions. The federal and state courts located in San Diego, California alone have jurisdiction over all disputes arising out of or related to this Agreement and the Service. You consent to the personal jurisdiction of such courts sitting in San Diego, California with respect to such matters or otherwise between you and Valley Center Wireless, and waive your rights to removal or consent to removal.

**12. MISCELLANEOUS.**

This Agreement, the Acceptable Use Policy, and Valley Center Wireless' other Agreements and policies posted on Valley Center Wireless' Web site constitute the entire agreement between you and Valley Center Wireless with respect to your use of the Service. Valley Center Wireless may revise, amend, or modify the Agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted on Valley Center Wireless' Web site and/or on your start pages and/or by email and/or in our various publications and mailings to you. <http://www.valleycenterwireless.com/>

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Customer Initials \_\_\_\_\_

## **Valley Center Wireless Privacy Policy**

Your privacy is very important to us. We want to make your experience on the Internet as enjoyable and rewarding as possible, and we want you to use the Internet's vast array of information, tools, and opportunities with complete confidence.

We have created this Privacy Policy to demonstrate our firm commitment to privacy and security. This Privacy Policy describes how Valley Center Wireless collects information from all end users of Valley Center Wireless' Internet services (the "Services")—those who access some of our Services but do not have accounts ("Visitors") as well as those who pay a monthly service fee to subscribe to the Service ("Members")—what we do with the information we collect, and the choices Visitors and Members have concerning the collection and use of such information. Valley Center Wireless requests that you read this Privacy Policy carefully.

### **Voluntary Customer Surveys**

We may periodically conduct both business and individual customer surveys. We encourage our customers to participate in these surveys because they provide us with important information that helps us to improve the types of services we offer and how we provide them to you. Your personal information and responses will remain strictly confidential, even if the survey is conducted by a third party. Participation in our customer surveys is voluntary.

We take the information we receive from individuals responding to our Customer Surveys and combine (or aggregate) it with the responses of other Valley Center Wireless customers to create broader, generic responses to the survey questions (such as gender, age, residence, hobbies, education, employment, industry sector, or other demographic information). We then use the aggregated information to improve the quality of our services to you, and to develop new services and products. This aggregated, non-personally identifying information may be shared with third parties.

### **Special Cases**

It is Valley Center Wireless' policy not to use or share the personal information about Visitors or Members in ways unrelated to the ones described above without also providing you an opportunity to opt out or otherwise prohibit such unrelated uses. However, Valley Center Wireless may disclose personal information about Visitors or Members, or information regarding your use of the Services or Web sites accessible through our Services, for any reason if, in our sole discretion, we believe that it is reasonable to do so, including: to satisfy laws, such as the Electronic Communications Privacy Act, regulations, or governmental or legal requests for such information; to disclose information that is necessary to identify, contact, or bring legal action against someone who may be violating our Acceptable Use Policy or other user policies; to operate the Services properly; or to protect Valley Center Wireless and our Members.

### **Valley Center Wireless' Commitment to Data Security**

Services and Web sites we sponsor have security measures in place to protect the loss, misuse, and alteration of the information under our control. While we make every effort to ensure the integrity and security of our network and systems, we cannot guarantee that our security measures will prevent third-party "hackers" from illegally obtaining this information.

### **Where to Direct Questions About Valley Center Wireless' Privacy Policy**

If you have any questions about this Privacy Policy or the practices described herein, you may contact:

Customer Service  
Valley Center Wireless  
760-749-0828  
[info@valleycenterwireless.com](mailto:info@valleycenterwireless.com)

### **Revisions to This Policy**

Valley Center Wireless reserves the right to revise, amend, or modify this policy, other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted on website, [www.valleycenterwireless.com](http://www.valleycenterwireless.com)

### **Valley Center Wireless Acceptable Use Policy**

#### **1. INTRODUCTION**

Valley Center Wireless' Acceptable Use Policy ("AUP") is intended to help enhance the use of the Internet by preventing unacceptable use. All users of Valley Center Wireless' Internet services (the "Services") must comply with this AUP. We support the free flow of information and ideas over the Internet and do not actively monitor use of the Services under normal circumstances. Similarly, we do not exercise editorial control over the content of any Web site, electronic mail transmission, news group, or other material created or accessible over or through the Services, except for certain proprietary websites. However, in accordance with our Internet Service Agreement, we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. Valley Center Wireless may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this AUP may result in the suspension or termination of either your access to the Services and/or your Valley Center Wireless account or other actions as detailed in Section 3. This AUP should be read in conjunction with our Internet Service Agreement and other policies.

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Customer Initials \_\_\_\_\_

## 2. VIOLATIONS OF VALLEY CENTER WIRELESS' ACCEPTABLE USE POLICY

The following constitute violations of this AUP:

- a. Illegal use.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder.
- b. Harm to minors.** Using the Services to harm, or attempt to harm, minors in any way.
- c. Threats.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- d. Harassment.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.
- e. Fraudulent activity.** Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," and "chain letters."
- f. Forgery or impersonation.** Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation. Using deliberately misleading headers ("munging" headers) in news postings in order to avoid spam email address collectors is allowed.
- g. Unsolicited commercial email/Unsolicited bulk email.** Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature, are prohibited.
- h. Unauthorized access.** Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Valley Center Wireless' or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
- i. Copyright or trademark infringement.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software. Valley Center Wireless is registered under the Digital Millennium Copyright Act of 1998.
- j. Collection of personal data.** Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- k. Reselling the services.** Reselling the Services without Valley Center Wireless' authorization.
- l. Network disruptions and unfriendly activity.** Using the Services for any activity which adversely affects the ability of other people or systems to use Valley Center Wireless Services or the Internet. This includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the Member's responsibility to ensure that their network is configured in a secure manner. A Member may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Member may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner.
- m. News.** Valley Center Wireless Members should use their best judgment when posting to any newsgroup. Many groups have charters, published guidelines, FAQs, or "community standards" describing what is and is not considered appropriate. Usenet can be a valuable resource if used properly. The continued posting of off-topic articles is prohibited. Commercial advertisements are off-topic in most newsgroups, especially regional groups not specifically named for such. The presence of such articles in a group is not indicative of the group's "intended" use. Please familiarize yourself with basic Usenet netiquette before posting to a newsgroup. Valley Center Wireless considers "multiposting" to 10 or more groups within a two week sliding window to be excessive. Valley Center Wireless servers currently limit the number of allowable "cross-posts" to 9. Valley Center Wireless Members may not cancel messages other than their own messages. A Member may cancel posts forged in that Member's name. We may cancel any postings which violate this AUP.
- n. High Volume Use.** Using a personal account for high volume or commercial use is prohibited. The Services are intended for periodic, active use of email, newsgroups, file transfers, Internet chat, games, and browsing the World Wide Web. Each member is allocated a certain amount of traffic per month. If you exceed the maximum monthly allotment of traffic, your connection will be slowed down for a month. Repeated violations will result in changing your service to a business level of service or permanently slowing your service. Valley Center Wireless maintains the right to terminate any member's connection following any extended period of high volume use as determined by Valley Center Wireless.
- o. Hosting Websites.** Hosting Websites connected to this network is not allowed.

## 3. REPORTING VIOLATIONS OF VALLEY CENTER WIRELESS' AUP

Valley Center Wireless requests that anyone who believes that there is a violation of this AUP direct the information to Director-Abuse Department, at [info@valleycenterwireless.com](mailto:info@valleycenterwireless.com)

If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation

Email with full header information provides all of the above, as do syslog files. Other situations will require different methods of providing the above information.

Customer Initials \_\_\_\_\_

Valley Center Wireless may take any one or more of the following actions in response to complaints:

- issue warnings: written or verbal
- suspend the Member's account
- terminate the Member's account
- bill the Member for administrative costs and/or reactivation charges
- bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

**4. REVISIONS TO THIS ACCEPTABLE USE POLICY**

Valley Center Wireless reserves the right to revise, amend, or modify this AUP, our Internet Service Agreement and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with the Internet Service

**SPECIAL NOTES/CONDITIONS:**

All Accounts Invoices are due Net 15. Accounts over 30 days past due are subject to interest charge not to exceed 1.5% per month.

Accounts over 60 days past due are subject to termination of Service and reconnect fee of \$25.00.

**Valley Center Wireless assumes no responsibility for Subscribers' Local Area Network (LAN). The LAN is defined; as the subscribers local network from the router to other devices including the router. It is the Subscriber's responsibility to provide adequate internal security measures. Such as following the router manufactures recommendations for installing security protection and the encryption of devices within the Subscribers LAN.**

**Important phone numbers:**

**Office General: M-F 9am/5pm 760-749-0828**

**After-hours 760-749-0828 then:**

**Technical Support: Option #3, or Extension 228**

**Email Support: Option #2, or Extension 229**

I have read this contract and agree to terms and conditions set in this contract:

CUSTOMER SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

Signatures required for special notes and conditions