



## TERMS AND CONDITIONS

**NOT reading this document does not limit your liability regarding your subscription.**

**INTRODUCTION** San Diego Wireless Internet Service Provider (SDWISP) provides its customers a high-speed wireless Internet connection, which we refer to as the "SERVICE". The Acceptable Use Policies (AUP) are intended to provide protection for our customers and the Internet community, while also allowing SDWISP to fairly share its network to all customers. SDWISP may modify the Terms and Conditions of this agreement at any time. The most current Terms and Conditions can be found on the SDWISP web site at [www.sdwisp.com](http://www.sdwisp.com). The prices for service are subject to change. Current prices, as well as SDWISP AUPs, can be found on our website at [www.sdwisp.com](http://www.sdwisp.com). Customer refers to any paying, contracted (under a Service Agreement) individual, organization or business using the SDWISP service.

**30-DAY MONEY BACK GUARANTEE** In the first 30 days, if you are not satisfied with the performance of the service we will give a full refund on the equipment, Subscriber Unit (SU/CPE) must be in original condition, and initial monthly fee for service; with the exception of any custom installation fees charged by our contractor(s). Service and Service Agreement will be immediately terminated upon notice of dissatisfaction. There will be no refunds on prepaid services after 30 days. If you're moving, please email [billing@sdwisp.com](mailto:billing@sdwisp.com) to arrange cancellation.

**USE OF SERVICE AT YOUR OWN RISK** The customer is solely responsible for the content of communications on the Internet. The service provided by SDWISP is "as is" and at your own risk. SDWISP denies any responsibility for the accuracy of information obtained through the service. The transmission of data over an Internet connection is subject to errors, delays, and interruptions. SDWISP is not responsible or liable for any errors, delays, or interruptions. The customer understands that current regulatory and technical issues prohibit expectation of privacy when using Internet services.

**SERVICE DISRUPTION** SDWISP does not guarantee uninterrupted service. We will not and cannot be responsible for any disruption of Internet connectivity due to power outages, network faults or acts of the big man (GOD), SDWISP equipment malfunction or any natural disaster (including weather). All Internet service is provided on an "as is" and "as available" basis. SDWISP does not guarantee any loss of service time, transmission errors, connectivity or quality of service. The customer acknowledges and agrees that the service is not intended to be, and will not be used as, your primary or "life-line" telecommunications service.

**INSTALLATION** The customer authorizes SDWISP or its contractor(s) to install the necessary wiring and Subscriber Unit (SU/CPE) required for wireless Internet service on the premises specified by the customer at the time of installation. The standard installation includes the mounting of an antenna and/or SU/CPE, a wireless transceiver on the outside of the house and/or building, the routing of cable(s) by the most direct path to one computer and/or router on the customer's premises. Fishing of walls and/or attic crawling is not included with standard installation. The connecting of multiple computers at the customer's premises may require additional costs in equipment and wiring. Any requests for custom installation work will require additional charges by our contractor(s). SDWISP and its contractor(s) will not be liable for any alterations to customer's premises that result from the installation or removal of the SU and/or wiring including any holes in walls, cable wiring or antenna mounting brackets; although great care will be used to make the installations reasonably appealing.

**OBSTRUCTIONS** Wireless Internet communications is dependant on a clear Line of Sight to the Access Point (AP), which is the point where the wireless connects to our broadband ISP partner(s). SDWISP will make every reasonable effort to provide our customer with the best service possible. Unfortunately, some locations could experience changes in service due to seasonal changes, i.e. spring and summer foliage, which in turn affects the line of sight to the AP. SDWISP will make every reasonable effort to relocate or realign the SU. However SDWISP cannot prevent Line of Sight problems, and therefore cannot guarantee service or be liable for any loss of service.

**PAYMENT POLICY** SDWISP will invoice its customers quarterly by email only, with the exception of the first invoice which will be prorated for the remainder of the existing quarter and will include equipment and set up fee, and is due at the time of installation. The invoice balance may be paid with cash, check or money order payable to SDWISP. The payment is due on the first day of the month. Any account not paid by the 15th day of the month will have their service interrupted. A \$5.00 Administration Fee will be required to enable service. AFTER 30 DAYS LATE THE SERVICE WILL BE CANCELED. The balance due, plus a \$30.00 administration fee, must be paid in full to reactivate account. A deposit or full annual payment may be required.

**UNACCEPTABLE USE** SDWISP may, at its discretion, immediately terminate or reduce service to the customer upon any single or multiple incidents of the following conditions: A. Failure to pay service fees in a timely manner; B. Interfering with the distribution of Internet service to other customers and/or their equipment on the SDWISP wireless network (see also AUP); C. Propagation of computer viruses and/or spyware (see also AUP); D. Unauthorized entry into another person(s) or organization(s) computer, systems, and/or information (see also AUP); E. Unsolicited blanket emailing known as "spamming", (see also AUP); F. Any violation of local, state, federal or international law or that of any Sovereign Nation, as well as SDWISP AUPs; and G. Forgetting to send your Mom a card on Mother's day.

**EXCESSIVE BANDWIDTH CONSUMERS** Customer activities that consume unusually large amounts of bandwidth can be multiple computers on the same connection, programs or servers which provide services to others via the SDWISP network, streaming movies and music and some types of gaming software. When excessive consumption of bandwidth over the Pricing Plan Limit by a customer prevents all customers fair access to the SDWISP wireless network, we reserve the right to take necessary steps to correct the problem. These steps include, but are not limited to: limiting bandwidth, disabling communication protocols, and discontinuing service without prior notice.

**SERVICE SHARING** If at any time SDWISP discovers that the customer is sharing their service or has networked to others outside of the premises, without the express written consent of SDWISP, service will be immediately terminated to the customer with no refunds of any kind.

**INDEMNIFICATION** Customer agrees to indemnify and hold harmless SDWISP, it's owner(s), partner(s) and contractor(s) against all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or relating to any and all claims and/or losses accruing or resulting from the installation of service, equipment, materials or supplies in connection with the performance of this agreement, to any and all customers and/or any other person, firm, organization or corporation.

**CUSTOMER EQUIPMENT** SDWISP is not responsible for maintaining or supporting any equipment owned by the customer, and is not liable for any damages to the customer's SU/ CPU, computer(s) or other equipment. For security reasons, customers may have limited log in availability to their SU or CPU while on the SDWISP network.

**SPAMMING** Spamming is the sending of unsolicited e-mails (see also SDWISP AUP). SDWISP will not tolerate any type of spamming. Internet service of a spamming customer will be immediately disconnected without prior notice and will not be eligible for any refund(s) for termination of service due to spamming.

**CANCELLATION** All customers are bound by a signed written service agreement. A customer wishing to cancel service must submit a cancellation request in writing. If the customer cancels service within the initial year of service, they are subject to a \$200.00 early termination fee. SDWISP will not refund any "set-up" or "installation" fees after the first 30 days. Any discounted rates or service referral credits shall be forfeited on early cancellations. The customer will continue to be liable under these Terms and Conditions as well as the service agreement for all fees and charges until such time as the service agreement has been properly terminated or we have acknowledged such termination in writing.

**REFERRAL CREDIT** Refer your neighbor and you'll receive one-month service credit on your service plan, when they make a 12-month commitment to SDWISP and remain a customer in good standing for 2 months. Only one credit given per referred new customer. Limited to not more than 12 credits per customer, per year, will be given (Jan 1 to Dec 31). The name of the referral must be given at or before the time of installation of the referred new customer.

**Under penalty of perjury, by the laws of California, I do swear that I have read, understand and agree to these TERMS AND CONDITIONS:**

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**CUSTOMERS Printed Name**

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**CUSTOMERS Signature**

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**Date**