

JCWIFI TERMS & CONDITIONS

By establishing an account with JCWIFI you agree to be bound by this agreement and to use the service in compliance with this Agreement, Acceptable Use Policy and other policies. You represent to us that you are 18 years of age or older. Subscriber understands that certain materials available from service provided under the terms of this agreement may not be suitable for individuals under the age of 18.

This service is for single-family residence, home-office, or single address business use only. Internet sharing is allowed only within the boundaries of the residence. Allowing others to use this connection via wired, wireless or by other means will result in immediate disconnection. Reselling this service will result in immediate disconnection. However, businesses may set up a Wi-Fi hotspot only with prior permission from JCWIFI, but this is only allowed on a case by case basis.

Company's Obligations. JCWIFI agrees to provide the Subscriber with wireless Internet access. JCWIFI shall provide all necessary software for the Subscriber's computer and shall install all necessary hardware. JCWIFI shall provide introductory technical assistance and introductory training.

Subscriber's Obligations. Subscriber shall provide JCWIFI with reasonable access for installation and maintenance of its equipment and software. Subscriber is responsible for providing hardware and software compatible with JCWIFI's hardware and software. Subscriber shall not tamper with the transmitter installed by JCWIFI. Subscriber shall be responsible for any damages to the transmitter not caused by JCWIFI.

Ownership of Equipment. JCWIFI shall at all times own the transmitter, power adapter, and cable that is installed to connect to Subscriber's computer. You understand that while you are a customer, JCWIFI Internet will maintain the equipment, you as the subscriber authorizes JCWIFI to upgrade or swap equipment at JCWIFI's discretion. Upon termination of this agreement, Subscriber authorizes JCWIFI to retrieve from Subscriber's premises equipment that is owned by JCWIFI. Any equipment not returned or that has been damaged will be charged to the Subscriber at full retail cost.

Disclaimer of Liability. JCWIFI will not be responsible for any consequential or incidental damages, which may arise by reason of a failure of Internet service. In the event of any interruption of Internet service through the fault of the JCWIFI or otherwise, which results in any damage, in any manner, to Subscriber or any of its agents or employees, or any person using said service, JCWIFI shall have no liability to any party whatsoever for the interruption of said service. As an accepted Internet access user through the JCWIFI Internet network, Subscriber agrees to abide by the present and future rules and bylaws of JCWIFI. Subscriber recognizes that JCWIFI offers no guarantee or warranty on the performance of its network and Internet connections, nor on the performance of gateway connections to other networks. Subscriber agrees to hold JCWIFI and their officers, directors and agents harmless from any profits arising from special, indirect, or consequential damages including but not limited to lost profits, loss of opportunity, or any other loss which may result from the use of, misuse of, or lack of availability of JCWIFI (including fundamental breach, negligence, misrepresentation, or other contract).

Standard Maintenance. JCWIFI's connection point ends at the power adapter to the antenna. Any trouble beyond our network or equipment is the full responsibility of the Subscriber. Standard maintenance is limited solely to JCWIFI's equipment, network and backbone connectivity.

Non Standard Maintenance. Maintenance, repair or replacement of parts damaged or lost through catastrophe, accident, lightning, neglect, misuse, transportation, theft, fault or negligence of Subscriber or causes external to the wireless system, such as but not limited to failure of, or faulty, electrical power, operator error, or malfunction of Subscriber's computer and/or peripheral equipment not installed by JCWIFI, or from any cause related to or other than the intended and ordinary use. Any relocation of antenna due to Subscriber request will be billed to the Subscriber at standard hourly rates.

JCWIFI has no control over certain types of interference and signal blockage. We do not guarantee any level or quality of service. If the service becomes unusable and cannot be restored within 2 working days after notification of outage, your account will be credited for the outage. Subscriber understands that service will be interrupted from time to time for various reasons including maintenance, upgrades and power outages. There will be no warning for some of the outages.

Excessive Use of Bandwidth. Excessive use means bandwidth or data usage that is significantly higher than typical usage for which our network is designed. Excessive Users consume so much data that their usage could negatively impact the Service provided to other customers. In order to maintain a high quality of service throughout the network, JCWIFI determines, in its sole discretion, that a subscriber is using an excessive amount of bandwidth, JCWIFI may at any time elect to require the subscriber to purchase a high usage add on to their service plan, terminate the subscriber's internet service or take steps to limit the subscriber's available internet bandwidth to ensure the usage is not excessive.

Monitoring of Services. JCWIFI has no obligation to monitor the services, but may do so and disclose information regarding use of the service for any reason if JCWIFI, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the services properly; or protect itself and its interests.

Subscriber is responsible for the confidentiality of Subscriber passwords. JCWIFI does not retain passwords for Subscriber. JCWIFI will cancel/change access to Subscriber's account immediately upon notification that Subscriber's account has been compromised. JCWIFI does not and will not perform system backups on any User email accounts. JCWIFI will not be held responsible for any lost email data, email attachments, or email message contents regardless of the reasoning for data loss or system causes.

Abuse of Services. Any use of the system that disrupts the normal use of the system for other Subscribers is considered to be abuse of services. The propagation of computer worms or viruses or the use of the network to make unauthorized entry to their computational, information, or communication devices or resources of others is a violation of this agreement. The use of JCWIFI's services by Subscribers to modify, alter, reverse engineer, decompile disk, or disassemble any proprietary work in whatever form is a violation of this agreement.

Termination of Agreement. Subscriber may terminate this Agreement at any time upon written or verbal notice to JCWIFI. Notice of termination shall be given at least one (1) week prior to the first of the month. Service will be terminated as of the end of the billing cycle in which notice is given. In the event that a payment is not received when due, then JCWIFI shall contact Subscriber, advising Subscriber of non-payment, and of forthcoming cancellation of service. In the event that Subscriber fails to make timely payments, then this Agreement shall be terminated and service shall be terminated by the 10th day of the month in which payment is not made. In the event JCWIFI is unable to provide service to Subscriber, then JCWIFI has the option to terminate this Agreement.

Without prior notice, JCWIFI may terminate this agreement, your account, or your use of the services, for any reason, including, without limitation, if JCWIFI, in its sole discretion, believe you have violated this agreement, any of the acceptable user policies, or if you fail to pay any charges when due.

Subscriber understands that upon termination of the agreement for any reason, Subscriber is and will remain liable for payment of all charges due. Subscriber will be liable for JCWIFI's equipment until said equipment is removed from Subscriber's property by JCWIFI, any damages caused to the equipment due to customer negligence before retrieval will be billed to Subscriber.

Entire Agreement. This agreement constitutes the entire agreement between the parties and no other representations or statement will be binding upon the parties. If any part of the agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this agreement shall remain in full force and effect.

JCWIFI reserves the right to modify these terms at its discretion. Use of JCWIFI services constitutes acceptance of this Agreement.

These terms and conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with any other agreement between JCWIFI and the Subscriber.