

Terms of Service Agreement

This Terms of Service Agreement ("Agreement") is a legally binding contract between you ("Customer") and Rincon Wireless ("Provider") regarding the use of wireless internet services ("Services"). By using the Services, Customer agrees to be bound by the terms and conditions outlined in this Agreement.

Services

1.1 Service Description: Rincon Wireless offers wireless internet services without a contract or data limits. The Services provide high-speed internet access, with a minimum download speed of 25Mbps and a minimum upload speed of 10Mbps. Please note that the actual speeds may vary based on various factors, including network congestion, signal strength, distance from the access point, equipment limitations, and weather conditions.

1.2 Equipment: The Customer Premise Equipment (CPE), which refers to the antenna mounted on the rooftop, is the property of Rincon Wireless and is provided to Customer solely for the purpose of accessing the Services. The CPE remains the property of Rincon Wireless at all times and must be returned to Rincon Wireless at the end of the service. Customer shall be responsible for any loss, damage, or unauthorized use of the CPE during the service term.

1.3 Customer Provided Routers: Customer may choose to use their own router in conjunction with the Services. Rincon Wireless is not responsible for the performance, stability, or maintenance of customer-provided routers. Any support, troubleshooting, or maintenance related to customer-provided routers is the sole responsibility of the Customer. Rincon Wireless does not guarantee compatibility or provide technical support for customer-provided routers.

1.4 Network Management: Rincon Wireless reserves the right to manage its network to ensure the best possible experience for all customers. This may include implementing reasonable network management practices, such as traffic prioritization or limitations during periods of network congestion.

Limitation of Liability

2.1 Service Availability: While Rincon Wireless strives to provide reliable and uninterrupted Services, Customer acknowledges and understands that occasional interruptions, delays, or service outages may occur due to factors beyond Rincon Wireless' control, including weather events. During weather events, particularly those that affect mmWave technology, some Customers may experience reduced bandwidth or temporary service disruptions. Rincon Wireless shall not be liable for any damages, including but not limited to loss of data or business interruption, arising from such interruptions.

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2.2 Indemnification: Customer agrees to indemnify and hold harmless Rincon Wireless, its officers, employees, and affiliates from any claims, damages, losses, or expenses (including reasonable attorney fees) arising from Customer's use of the Services, violation of this Agreement, or infringement of any third-party rights.

2.3 No Warranty: Rincon Wireless makes no warranties, expressed or implied, regarding the Services, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. The Services are provided on an "as-is" and "as-available" basis.

Termination

3.1 Termination by Customer: Customer may terminate the Services at any time by providing written or spoken notice to Rincon Wireless. Customer shall be responsible for any outstanding fees or charges up to the termination date.

3.2 Termination by Rincon Wireless: Rincon Wireless reserves the right to terminate or suspend the Services if Customer violates this Agreement, engages in prohibited activities, fails to pay fees when due, or for any other legitimate reason. Rincon Wireless shall provide reasonable notice in such cases.

Miscellaneous

4.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Services are provided.

5.2 Entire Agreement: This Agreement constitutes the entire understanding between the Customer and Rincon Wireless regarding the subject matter discussed herein and supersedes all prior agreements, understandings, or representations, whether oral or written.

By using the Services, Customer acknowledges that they have read, understood, and agree to be bound by the terms and conditions of this Agreement.

Please note that this Terms of Service Agreement should be read in conjunction with the Acceptable Use Policy.

Acceptable Use Policy

This Acceptable Use Policy ("Policy") outlines the guidelines and restrictions for the use of Rincon Wireless' wireless internet services ("Services"). By using the Services, you ("Customer") agree to comply with this Policy.

Lawful Use

Customer shall use the Services in compliance with all applicable laws, regulations, and this Policy. Customer shall not use the Services for any unlawful

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purpose, including but not limited to engaging in illegal activities, infringing upon intellectual property rights, or transmitting or receiving illegal content.

Network Security

Customer shall not engage in any activity that compromises the security or integrity of Rincon Wireless' network or the Services. Prohibited activities include, but are not limited to:

- a) Unauthorized access or use of the Services or any connected networks, systems, or devices.
- b) Attempting to probe, scan, or test the vulnerability of Rincon Wireless' network or systems.
- c) Distributing malware, viruses, or any other malicious software.
- d) Interfering with or disrupting the Services, network, or other customers' use of the Services.
- e) Engaging in any form of hacking, cracking, or unauthorized access to systems or data.

Prohibited Content

Customer shall not use the Services to transmit, distribute, or store any content that is illegal, harmful, offensive, or in violation of third-party rights. Prohibited content includes, but is not limited to:

- a) Content that infringes upon intellectual property rights, including copyright, trademark, or patent infringement.
- b) Offensive, abusive, defamatory, or harassing content.
- c) Content that promotes or incites violence, hatred, discrimination, or illegal activities.
- d) Content that violates the privacy or confidentiality of others.

Bandwidth Usage

Customer shall not engage in excessive or abusive use of network resources that may adversely affect the performance or availability of the Services for other customers. Rincon Wireless may implement reasonable network management practices to ensure fair and efficient usage of network resources.

Email and Spam

Customer shall not engage in the transmission of unsolicited bulk emails or spam. Customer shall not use the Services to send deceptive or fraudulent emails, or to engage in any email-related activities that violate applicable laws or regulations.

Compliance with Policies

Customer shall comply with all policies, guidelines, and instructions provided by Rincon Wireless regarding the use of the Services, including any network policies or usage limitations.

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Consequences of Policy Violation

In the event of a violation of this Policy, Rincon Wireless reserves the right to take appropriate actions, which may include, but are not limited to:

- a) Issuing a warning or notice to the Customer.
- b) Temporarily or permanently suspending the Customer's access to the Services.
- c) Termination of the Services without prior notice.
- d) Legal actions as deemed necessary.

Reporting Policy Violations

Customers who become aware of any violations of this Policy by other customers are encouraged to report such violations to Rincon Wireless' customer support for appropriate action.

Rincon Wireless reserves the right to amend or modify this Policy at any time without prior notice. By using the Services, Customer acknowledges and agrees to abide by this Policy and any subsequent updates.

Please note that this Acceptable Use Policy should be read in conjunction with the Terms of Service Agreement.