

# Free Range Internet LLC Terms of Service

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

**INTRODUCTION** Free Range Internet LLC (FRI) provides its customers with 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 FRI to distribute its network between all customers fairly. The most current Terms and Conditions can be found on the FRI website at [ajofreerange.com/docs/Terms\\_and\\_Conditions.pdf](http://ajofreerange.com/docs/Terms_and_Conditions.pdf). The prices for service are subject to change. Current prices, as well as FRI AUPs, can be found on our website at [ajofreerange.com](http://ajofreerange.com). Customer refers to any paying, contracted (under a Service Agreement) individual, organization, or business using the FRI service.

**BINDING AGREEMENT** These terms are a binding legal contract between you (the Customer) and FRI. Please read the Terms carefully before using the service. Use of the service means that you agree to the terms.

**CHANGES TO THIS AGREEMENT** FRI may modify the Terms and Conditions of this agreement at any time. If FRI makes a material change to this agreement, FRI will notify you by the email provided on your account a minimum of 14 days before the changes take effect (the “Effective Date”). Continued use of the service after the Effective Date will be considered acceptance of the revised Terms and Conditions.

**USE OF SERVICE AT YOUR OWN RISK** You are solely responsible for the content of communications on the Internet. The service provided by FRI is “as is” and at your own risk. FRI 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. FRI is not responsible or liable for any errors, delays, or interruptions.

**SERVICE DISRUPTION** FRI 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 God, FRI equipment malfunction, or any natural disaster (including weather). All Internet service is provided on an “as is” and “as available” basis. FRI does not guarantee any loss of service time, transmission errors, connectivity, or quality of service. You acknowledge and agree that the service is not intended to be, and will not be used as your primary or “life-line” telecommunications service.

**SUBSCRIBER UNIT** FRI will provide your network access hardware (Subscriber Unit/Customer Premises Equipment (SU/CPE)), typically consisting of an external wireless antenna, an indoor wireless router, and any accessories required for these devices.

**INSTALLATION** The customer authorizes FRI or its contractor(s) to install the necessary wiring and SU/CPE required for wireless Internet service on the premises specified by the customer at the time of installation. The standard installation typically includes the mounting of a wireless transceiver on the outside of the house or building, and the routing of cable(s) by the most direct path to one computer or router on the customer’s premises. Fishing of walls and/or attic crawling is not included with standard installation. FRI and its contractor(s) will not be liable for any alterations to the 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.

**HARDWARE DEPOSIT** A hardware deposit is due at installation and will be held and refunded upon return of SU/CPE in original working condition.

**PAYMENT POLICY** As a prepaid service, FRI expects payment on the date when the service is activated and the same or last day of each month thereafter, whichever is first. Acceptable forms of payment include cash, credit card, ACH bill pay, and check or money order made out to Free Range Internet LLC.

**EXCESSIVE BANDWIDTH CONSUMERS** Customer activities that consume unusually large amounts of bandwidth can be multiple devices on the same connection, programs or servers that provide services to others via the FRI

network, downloading or streaming digital content, and some types of gaming software. When excessive consumption of bandwidth by a customer prevents other customers fair access to the FRI 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 FRI discovers that you are sharing your service or have networked to others outside of the premises, without the express written consent of FRI, your service will be immediately terminated with no refunds of any kind.

**INDEMNIFICATION** You agree to indemnify and hold harmless FRI, its 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** FRI is not responsible for maintaining or supporting any equipment you own and is not liable for any damages to your SU/CPE, computer(s), or other equipment. For security reasons, you may have limited login availability to your SU or CPE while on the FRI network.

**TERMINATION OF SERVICE** You may cancel or terminate your service at any time. FRI reserves the right to modify, suspend, or discontinue any function or feature of any FRI service, including rates or charges, or to terminate your service entirely, for any reason, which may include, but is not limited to:

- any misconduct by you or any user of your FRI Services (as defined below);
- compliance with an order by a state or federal agency, court, or arbitrator; and
- any interruption or loss of either your or FRI's rights to access any part of the network facilities required to provide your services, including the interruption or loss of any rights to access the land or buildings in which the facilities are located;

Misconduct includes but is not limited to the following conduct by you or any user of your FRI Services:

- any conduct that we believe violates this Agreement or FRI's Acceptable Use Policy;
- any conduct that involves the use of abusive, threatening, or unreasonable conduct toward any of our employees or representatives, whether in person, over the phone, or in writing;
- any abusive, fraudulent, or unlawful use of any FRI Services;
- providing us with false or misleading information about you, users of your FRI service, or your or their use of FRI services.
- any use of FRI services in a manner that negatively affects our or others' networks, customers, or operations, or that infringes anyone's intellectual property rights, violates others' privacy, generates spam or abusive messaging or calling, or results in the publication of threatening, offensive, or illegal materials;
- any reselling of FRI Services (including selling of use of or access to FRI Services);
- any failure to make all required payments when due or to maintain sufficient amounts on deposit or pay another form of credit security, as well as any change that we determine creates a risk of non-payment.

Regardless of the reason or whether you or we terminate your FRI service:

- unless required by applicable law, there is no proration of charges and you are still responsible for the full month's payment even if your FRI Services are terminated in the middle of a billing cycle;
- any unused portion for the terminated FRI Service (such as a prepaid service) will not be refunded or credited back;
- your licenses to use any software associated with the terminated FRI Service are terminated;
- you are obligated to return any Equipment, as defined in this Agreement, associated with the terminated FRI Service; and

- FRI reserves the right to delete any data, files, or other information associated with you or your FRI account or terminated FRI service.

If any of your FRI Services are suspended, you are still responsible for paying any applicable charges for that FRI Service.

**AUTOPAY** If you enroll in an automatic credit card billing, automatic payment, or electronic funds transfer plan, you:

- authorize us or our agent to charge or place holds on the credit or debit card or financial institution account number you provide to us, without requiring a signed receipt.
- certify you are the owner of the payment method, authorize FRI to store this information, and authorize FRI to automatically charge the amount of your monthly bill(s) each month 7 days in advance of the date indicated on your monthly bill, and to charge any amounts outstanding if you cancel FRI service. If you were required to provide a credit card when you started an FRI Service, you also authorize FRI to charge that card (in lieu of your autopay card, if different) for any amounts outstanding if you cancel FRI service.
- agree to provide FRI with updated credit or debit card or bank account information when needed, either in person, at the payment link provided over SMS and email, and online at [ajowifi.net](http://ajowifi.net).
- agree that we are not responsible for any insufficient funds or other charges you might incur as a result of any attempts to charge or place holds on your credit or debit card or to transfer funds.

When payment is made by credit or debit card, payment will also be subject to the terms and conditions established by the credit or debit card issuer. If charges cannot be processed through your credit or debit card, or if your bank draft or electronic funds transfer is returned for insufficient funds, we may charge you an additional fee.

You can cancel your authorization for automatic credit-card billing, automatic payment, or electronic funds transfer online at [ajowifi.net](http://ajowifi.net) or by calling FRI's customer service number. If you do so, you may lose certain promotions or discounts. You also should contact your card issuer or financial institution to advise that you have canceled your enrollment.

**NO WAIVER** No course of dealing or failure of either party to enforce strictly any right, term, or condition of these Terms of Service shall be deemed or construed as a waiver of such right, term, or condition.

**SEVERABILITY** If any provision of these Terms of Service is held by a court or regulatory agency of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Terms shall remain in full force and effect.

**HEADINGS** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision in this Agreement.