

Molena Wireless Internet Terms of Service / Policies



General Terms and Conditions of Service

In addition to these General Terms and Conditions of Service ("General Terms"), You, individually ("You" or "Subscriber"), and You, on behalf of every member of your household or business, current and future, every visitor to or guest in your household, and any other person who uses the Services (together with Subscriber, the "Subscriber Group"), agree to be bound by the terms of service applicable to the Molena Wireless Internet service(s) to which You subscribe (hereafter, "Service" or "Services"), as well as the Molena Wireless Internet Services Privacy Notice, which may each be obtained at Molena City Hall by requesting in writing the "Terms of Service/Policies" and "Your Privacy Rights," as such may be updated from time to time (collectively, the "Terms of Service") and are incorporated herein by this reference.

In the event of any conflict between these General Terms below and the Service-specific Terms of Service, the Service-specific Terms of Service shall control. For purposes of these Terms of Service, all references to "Molena Wireless Internet" mean City of Molena and any of its affiliates or partners providing Subscriber the Services (including third parties the City of Molena may retain to provide the Services).

Subscriber's signature on the work order presented upon installation of Services, the Subscriber Group's use of Services, and/or any other form of signature or action indicating intention to use (e.g., online acceptance, e-signature or breaking the seal on the box of a self-installation kit, activation of service) are evidence of Subscriber Group's agreement to these General Terms which incorporate the Terms of Service.

Molena Wireless Internet may change its prices, fees, the Services, and/or the Terms of Service by Ordinance and the prices for services shall be posted in the office of the City Clerk for review.

The Subscriber Group's continued use of the Services after notice of the change shall be considered Subscriber's acknowledgement and acceptance of the changes, and the most-recent version of these Terms of Service controls Subscriber's relationship with the Molena Wireless Internet provision of Services to Subscriber. The current version of the Terms of Service may be requested in writing at Molena City Hall or by email at molenacityhall@molenaga.com by asking for "Terms of Service/Policies." Subscriber may not modify these General Terms, the Service-specific Terms of Service, or the Molena Wireless Internet Subscriber Privacy Notice by making any typed, handwritten, or any other changes to it for any purpose. This is a binding legal document. In the event that a portion of the Services is terminated, or any aspect of it is changed, any remaining Service or replacement Service will continue to be governed by these General Terms and Terms of Service incorporated herein.

These General Terms and the Terms of Service do not apply to services sold under the Outside Molena Wireless Internet brand.

THESE GENERAL TERMS CONTAIN (1) A BINDING ARBITRATION PROVISION, WHICH INCLUDES A WAIVER OF YOUR RIGHT TO BRING CLAIMS AS CLASS ACTIONS; (2) A LIMITATION ON YOUR RIGHT TO BRING CLAIMS AGAINST MOLENA WIRELESS INTERNET MORE THAN 1 YEAR AFTER THE RELEVANT EVENTS OCCURRED; AND (3) THE RIGHT TO OPT OUT OF THE FOREGOING PROVISIONS. THESE PROVISIONS AFFECT SUBSCRIBER'S RIGHTS UNDER THESE GENERAL TERMS WITH RESPECT TO ALL SERVICES. SEE SECTION 27.

FOR DETAILS ON THESE PROVISIONS

1. **Payment of Charges:** Subscriber will be billed monthly on their City of Molena Water Bill, in advance, for Services to be received, plus pro-rata charges, if any, for periods not previously billed. Billing may commence on or after the earlier to occur of (a) the activation of any Service, (b) confirmed delivery of service Equipment, (c) 8 days after Subscriber's placement of a Service order or (d) shipment of devices or equipment. Subscriber shall pay all monthly charges and all applicable fees and taxes by the due date as listed on the City of Molena Water monthly bill(s), which may be sent by multiple, separate invoices and/or exclusively by online presentation depending on respective Service subscription. Payment methods, including Credit Card, Debit Cards, and Checks will *not* be stored for future use by the City. It shall be Subscriber's obligation to review bills as presented. Subscriber shall notify the City of Molena of disputed charges or items within sixty (60) days of invoice receipt or online posting, or longer as required by applicable law. Failure to pay charges billed when due (including checks returned for insufficient funds) may result in discontinuance of all Services, (as defined in Section 7 below) and/or imposition of a late payment or service charge. If the Subscriber has more than one account (business and/or residential) served by the Molena Wireless Internet, all City-provided Services at all locations may be subject to suspension or discontinuance of Service in the event any one account remains unpaid, and Molena Wireless Internet may apply any funds received from Subscriber first to such delinquent account(s). Should Subscriber wish to resume Service after any suspension, Subscriber may be subject to reconnection fees. Should Subscriber wish to resume Service after termination of Service, Molena Wireless Internet may charge fees for installation, service calls and/or activation and reserves the right to charge rates different from those in place at the time of disconnect. These fees are in addition to all past due charges and other fees. In the event collection activities are required, additional collection charges may be imposed. Charges may apply for service visits when Molena Wireless Internet provided/and customer purchased system access equipment is not the cause

of any service degradation, outage, or other problem with your service.

Charges may apply for any Subscriber-requested transaction assistance from a City employee. Subscriber's first bill may include partial-month charges for Service received, first month's per unit or minute usage charges, applicable installment plan charges, and/or other applicable monthly Service charges. If partial payment is made of any bill and without waiving its right to collect the full balance owed, Molena Wireless Internet will apply that payment to any outstanding charges in the amounts and proportions that it determines.

Subscriber agrees and understands that by entering into the financial arrangement described herein, except to the limited extent Subscriber is purchasing devices (each a "Subscriber Purchased Device") from Molena Wireless Internet under an installment plan agreement, Molena Wireless Internet is not extending Subscriber any credit and therefore Molena Wireless Internet and Subscriber are not entering into a consumer credit or similar transaction. Sales of any Subscriber Purchased Device(s) are final upon the earlier to occur of the effective date of any applicable installment plan agreement therefor or the opening of the respective packaging thereof, and Molena Wireless Internet disclaims any and all responsibility for the returns, replacement, repair, or maintenance of such device(s), with respect to which the Subscriber shall look exclusively to the manufacturer of such device(s).

If Subscriber believes Subscriber's password or other means to access the Molena Wireless Internet account has been lost, stolen, or otherwise compromised, Subscriber must notify the City of Molena immediately at 770-884-9711.

Without limitation, Molena Wireless Internet shall have no liability or responsibility for its inability to process or receive payments Subscriber makes or attempts to make using the One Time Online Pay services or otherwise to perform its responsibilities under these Electronic Terms in the event circumstances beyond the City of Molena's control prevent the City of Molena from doing so or otherwise affect the City of Molena's ability to do so.

Subscriber is responsible for all fees and costs related to maintaining a valid payment method including processing charges or annual costs.

MOLENA WIRELESS INTERNET'S SOLE AND ENTIRE LIABILITY AND SUBSCRIBER'S EXCLUSIVE REMEDY FOR THE PROCESSING OR DEDUCTION OF AN INCORRECT TRANSFER OF FUNDS HEREUNDER SHALL BE THE RETURN TO YOU OF THE IMPORPERLY TRANSFERRED FUNDS.

2. **Payment by Check; Returned Items; Third Party Processing:** If Subscriber makes payment by check, Subscriber authorizes the City of Molena to collect such payment electronically. Subscriber may not amend or modify these General Terms with any restrictive endorsements (such as "paid in full"), releases, or other statements on or accompanying checks or other payments accepted by the City of Molena; any of which notations shall have no legal effect. Whether paying by check, One-Time Pay, Auto Pay services, or any form of electronic funds transfer from a banking account, Subscriber hereby authorizes the City of Molena to collect any declined amount electronically from the subject account. In addition, Subscriber's Service may be suspended and/or terminated.
Subscriber shall be responsible for any payment processing fees incurred when using a third party to process Subscriber's payments to the City of Molena. Any NSF charge is in addition to any charges Subscriber's financial institution may assess. If initially rejected, the City of Molena will make additional multiple attempts to execute such electronic payment for up to 30 days following the initial refusal. At the end of the 30-day period, if there has not been a successful payment, the applicable of Subscriber's Auto Pay or One Time Pay authorization will be terminated.
3. **Molena Wireless Internet Refund Policy/30-Day Guarantee.** Subject to additional provisions that may be applicable to equipment returns, new Subscribers (those who have not been customers for 90 days prior to subscription) qualify to have all levels of subscription Service refunded/ credited if not fully satisfied with the Service. Current Subscribers adding a new level of subscription Service qualify to receive a refund/credit only on those newly added Services not received within the previous 90 days. Such refund is valid for customers who pay for their first month of new or upgraded monthly recurring subscription Services. Subscriber is limited to one refund or credit per household for a maximum of 30 days of Service. Refunds/credits will be given only when request for cancellation of Service is received by Molena Wireless Internet within 45 days of installation of Service (30 days subscribing to the Service, plus 15-day grace period for formal request of refund/credit). Any equipment associated with the new subscription must be returned prior to release of refund/credit and must be in "excellent working order". Any state taxes, franchise fees and other fees or charges that may apply are the responsibility of the Subscriber and will not be refunded or credited. Other restrictions per any offer apply.
4. **Monthly Subscription Services:** Subject to restrictions under applicable law, if any, and without abrogating Section 4 — "Molena Wireless Internet Refund Policy/30-Day Guarantee", Subscriber shall be responsible for the full monthly charge (without pro-ration) for those Services that are offered on a monthly subscription basis to which the Subscriber has subscribed, regardless of Subscriber's termination of such monthly Service prior to the conclusion of the respective subscription month, and for charges for other Services ordered where charges are based on actual usage or on orders placed during the previous month.

5. Molena Wireless Internet Property: All Molena Wireless Internet-provided equipment distributed to and/or installed for use in the Subscriber's service location(s) by or on behalf of Molena Wireless Internet ("Equipment") remains the property of Molena Wireless Internet, except for the "access antenna and in-home/business wiring" as defined at 47 C.F.R. §76.5(II) ("Wiring") and excluding certain Subscriber Purchased Devices that Subscriber has purchased from Molena Wireless Internet outright or under an installment agreement or any other device ownership of which Molena Wireless Internet has conveyed to Subscriber (e.g., modems, streaming or edge devices; collectively, "Conveyed Devices"). Equipment and Wiring installed at the Subscriber's Service location are intended to remain at the specific Service location and must not be used or relocated off such premises without Molena Wireless Internet authorization. Subscriber may return all Equipment upon substitution of use or termination of Service without refund. Subscriber agrees to purchase replacement Equipment should the equipment be lost (through theft or otherwise), damaged, or destroyed.
6. Disruption of Service: All Services are provided on an "AS IS" and "AS AVAILABLE" basis. In no event shall Molena Wireless Internet be liable for any failure or interruption of Service, including without limitation those failures and interruptions resulting in part or entirely from circumstances beyond Molena Wireless Internet's reasonable control. Subject to applicable law, Molena Wireless Internet may give credit with respect to Subscriber's recurring monthly subscription fee for qualifying outages of Services.
7. Equipment: Excluding certain Subscriber Purchased Devices sold by Molena Wireless Internet for which separate terms and conditions may apply or Conveyed Devices, the City of Molena will support the Subscriber's efforts in the repair and/or replace damaged or defective Equipment, if any, as long as such damage or defect was not caused by misuse or other improper operations or handling by Subscriber. Molena Wireless Internet shall have the right to presume misuse or other improper operations or handling by Subscriber in the event Subscriber requests repair or replacement more than twice in any twelve (12) month period, or more than three times in any twenty-four (24) month period, and shall have no obligation to fulfill any such repair or replacement. Molena Wireless Internet is not responsible for the maintenance or repair of Subscriber-provided equipment, including but not limited to connected devices, mobile devices, home telephones, computers, modems, televisions, Subscriber Purchased Devices, Conveyed Devices, or any other related Subscriber-provided equipment. A service charge will be imposed upon the dispatch of a technician if there is damage to Equipment due to negligent use or abuse or if no fault is discovered in Molena Wireless Internet's system. Molena Wireless Internet makes no warranties, with respect to Equipment or Service provided by Molena Wireless Internet or with respect to the compatibility of the Service or the Equipment with any Subscriber-provided equipment.

ALL EQUIPMENT, WIRING, SUBSCRIBER PURCHASED DEVICES, AND CONVEYED DEVICES ARE PROVIDED "AS IS", AND MOLENA WIRELESS INTERNET HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A SPECIFIC PURPOSE.

MOLENA WIRELESS INTERNET SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING FROM THE USE, DEPLOYMENT, AND/OR FUNCTIONALITY OF ITS EQUIPMENT, WIRING, SUBSCRIBER PURCHASED DEVICES, OR CONVEYED DEVICES. MOLENA WIRELESS INTERNET HEREBY DISCLAIMS ANY AND ALL CLAIMS ARISING FROM OR ASSOCIATED WITH THE FAILURE, OPERABILITY, PERFORMANCE, DEFECTS OR LOSS, LIABILITY OR DAMAGES ARISING FROM USE OF SUBSCRIBER PURCHASED DEVICES OR CONVEYED DEVICES, ANY OF WHICH SHALL REMAIN MATTERS EXCLUSIVELY BETWEEN THE SUBSCRIBER AND THE MANUFACTURER OF SUCH DEVICES.

Molena Wireless Internet's sole obligation and Subscriber's sole remedy with respect to any liability or damage caused by Subscriber's use or deployment of Equipment or Wiring shall be a refund of fees paid by Subscriber for such Equipment for the previous billing month/cycle.

8. Subscriber Property: Molena Wireless Internet assumes no responsibility and shall have no responsibility for the condition or repair of any Subscriber Purchased Devices, Conveyed Devices, or Subscriber-provided equipment/ software. Subscriber is responsible for the repair and maintenance of Subscriber Purchased Devices, Conveyed Devices, and any other Subscriber-provided equipment/software. Molena Wireless Internet is not responsible or liable for any loss or impairment of Molena Wireless Internet's Service due in whole or in part to a malfunction, defect or otherwise caused by Subscriber Purchased Devices, Conveyed Devices, or Subscriber-provided equipment/ software. Notwithstanding anything to the contrary, Subscriber agrees to allow Molena Wireless Internet and our agents the right (A) to install hardware in, (B) send software downloads to, and (C) install, access configure, maintain, inspect or upgrade Subscriber Purchased Devices, Conveyed Devices, or any other Subscriber-provided equipment to the extent necessary to provide Service. Subscriber warrants that Subscriber is either the owner of such equipment or that Subscriber has the authority to give Molena Wireless Internet access to it.

9. **Taxes/Fees:** Subscriber agrees to pay any local, state, or federal taxes and fees imposed or levied on or with respect to the Services, the Equipment, Wiring, Subscriber Purchased Devices, Conveyed Devices, or installation or service charges incurred with respect to the same (including franchise fees).
With respect to fees and taxes, including franchise fees, imposed by applicable government and regulatory authorities, Molena Wireless Internet will review the amount it collects in such fees and taxes on a quarterly and annual basis. In the event Molena Wireless Internet determines that it has collected any fees and/or taxes in excess of sums due to governmental and regulatory authorities, Molena Wireless Internet will begin refunding such excess fees and taxes to current subscribers within 15 months of the end of each calendar year. Please be aware that, by law in some cases, Subscriber may be billed for taxes and fees that relate to time periods before Subscriber began receiving Services. However, by law, Molena Wireless Internet will not bill Subscriber for these fees more than 4 years after the year they were incurred by Molena Wireless Internet. Franchise fees resulting from an audit by the applicable franchising authority are incurred at the time those fees are assessed.
10. **Care of Molena Wireless Internet Property and Service:** Subscriber agrees that neither Subscriber nor any other person (except Molena Wireless Internet's authorized personnel) will: (A) open, tamper with, service, or make any alterations to the Equipment or Wiring; nor (B) remove or relocate any Equipment or Wiring from the service address of initial installation. Any alteration, tampering, removal, or the use of Equipment or Wiring which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations, constitutes theft of Service and is prohibited. Notwithstanding the foregoing, upon receipt of a request by Subscriber, Molena Wireless Internet shall relocate the Equipment for Subscriber within Subscriber's home at a time mutually agreed to by Molena Wireless Internet and Subscriber. Subscriber may incur a charge for such relocation and should consult a current Molena Wireless Internet schedule of rates and charges prior to requesting such relocation. If the Subscriber moves residences outside of Molena Wireless Internet's service area, Subscriber shall notify Molena Wireless Internet that these General Terms shall be terminated, and the provisions of Section 17 shall apply to such termination.
11. **Access to Subscriber Premises:** Subscriber authorizes Molena Wireless Internet and its employees, agents, contractors and representatives to access and otherwise enter the Subscriber's premises to install, inspect, maintain and/or repair the Equipment or Wiring. If the installation and maintenance of Service are requested at premises that, in Molena Wireless Internet's sole discretion, are or may become hazardous or dangerous to our employees, the public or property, Molena Wireless Internet may refuse to install and maintain such Service.
12. **Acknowledgments and Consent Regarding Recording of Communications and Contact Rights:**
- Recording of Communications.** Subscriber acknowledges and agrees that all communications between Subscriber and Molena Wireless Internet may be recorded or monitored by Molena Wireless Internet for quality assurance or other purposes subject to applicable law.
 - Consent to Phone Calls and other Means of Communication.** Molena Wireless Internet may call or text Subscriber or authorize others to call or text Subscriber on its behalf including but not limited to at any number Subscriber provides (or that Molena Wireless Internet issues to Subscriber) for any purpose, including marketing Molena Wireless Internet's services. Subscriber may not revoke Subscriber's consent to receive collection-related communications or any other non-marketing communication/notice pertaining to Subscriber's Service account (e.g., default, service message, etc.), including via calls, messages, texts, or any other means. If Subscriber's numbers are included on state or federal "do not call" lists, Molena Wireless Internet will not call or text Subscriber for marketing purposes. Subscriber is responsible for charges for incoming text messages on Subscriber's wireless phone(s).
 - Robo-Calls.** Molena Wireless Internet (or persons acting on Molena Wireless Internet's behalf) may use automated dialing systems or artificial or recorded voices to contact Subscriber or leave Subscriber messages if the call goes to voicemail.
 - Other Notices.** Subscriber authorizes to provide other notices to Subscriber using any method Molena Wireless Internet determines appropriate, including by electronic means (for example, email or online posting).
 - Other Consents.** Molena Wireless Internet may ask Subscriber to provide other consents or authorizations, including by electronic means, email or Subscriber's equipment, and Molena Wireless Internet is entitled to assume that any consent or authorization Molena Wireless Internet receives through the Services or from Subscriber's location has been authorized by Subscriber.
 - Email Address for Notice.** Upon Molena Wireless Internet's request, Subscriber will provide Molena Wireless Internet with a current email address that Subscriber regularly checks so that Molena Wireless Internet may provide notices and communications to Subscriber at that address.
Molena Wireless Internet's right to contact Subscriber as described in this Section survives the termination of these Terms of Service.
Subscriber's Right to Opt Out of Certain Robo-Calls. If Subscriber does not wish to receive

marketing calls, messages, or texts from Molena Wireless Internet via automated dialing systems or pre-recorded messages on Subscriber's cellular phone, Subscriber may contact City Hall to update these preferences. Subscriber understands that these straightforward procedures are the exclusive ways to opt-out of such calls. Subscriber also agrees to allow Molena Wireless Internet sixty (60) business days to honor Subscriber's request, and further agrees that Molena Wireless Internet will not be liable for any calls or texts to Subscriber in the interim.

Subscriber understands that Molena Wireless Internet will continue to use automated dialing systems or pre-recorded messages on Subscriber's cellular phone or landline to communicate non-marketing billing notifications, service notifications, appointment confirmations, and account status updates.

13. **Secure Connection Requirements.** Without abrogating or otherwise limiting Subscriber's separate obligations to secure Subscriber's account and equipment under the Terms of Service, Molena Wireless Internet shall have the right to implement reasonable measures necessary to track, manage, and/or ensure the security of its network facilities and/or Internet signals Molena Wireless Internet transmits or receives, and the connection between any device or application used by Subscriber, members of Subscriber's household, Subscriber's guests, or any third parties and Molena Wireless Internet's Equipment, system, or other network facilities (whether by physical, WiFi, wireless, software, or other means of connection), including without limitation authentication, access security, or other processes and means.

Without limiting any other rights Molena Wireless Internet may have under the Terms of Service, Molena Wireless Internet shall have the right to suspend, freeze, or otherwise cease Service or network access in the event and to the extent necessary to address any network or security concern that may arise with regard to activity on or through, conditions arising from or caused by the use, availability of, or access enabled at or through Subscriber's Service, Service location, equipment, or account.

14. **Assignment or Transfer:** These General Terms and the Services and/or Equipment sold and/or provided by Molena Wireless Internet are not assignable or otherwise transferable by Subscriber, without specific written authorization from Molena Wireless Internet.

15. **Termination and Expiration:**

- a. **Termination by Subscriber:** Unless otherwise terminated, these General Terms shall automatically renew on a month-to-month basis. Subscriber acknowledges that upon such renewal all pricing is subject to change. To terminate any recurring Service, Subscribers must call 770-884-9711, or provide a hardcopy written notice of termination to the City of Molena delivered to PO Box 247, 10 Springs Road, Molena, GA 30258, and in any event, any such Subscriber-requested termination shall not be effective before the date Molena Wireless Internet receives such request.
- b. **Termination for Bankruptcy:** Molena Wireless Internet shall have the right to terminate these General Terms immediately in the event that Subscriber makes an assignment for the benefit of creditors, or a voluntary or involuntary petition is filed by or against Subscriber under any law having for its purpose the adjudication of Subscriber as a bankrupt or the reorganization of Subscriber.
- c. **Termination for Breach:** In the event of any breach of the Terms of Service by Subscriber, the failure of Subscriber to abide by the rates, rules, and regulations of Molena Wireless Internet, the failure of Subscriber to provide and maintain accurate registration information, or any illegal activity by the Subscriber using any Service, these Terms of Service may, at Molena Wireless Internet's option, be terminated and the Equipment disconnected from service. Failure of Molena Wireless Internet to remove such Equipment from service shall not be deemed abandonment thereof. Subscriber shall pay reasonable collection and/or attorney's fees to Molena Wireless Internet in the event that Molena Wireless Internet shall, in its discretion, find it necessary to enforce collection or to preserve and protect its rights under these General Terms. Molena Wireless Internet may terminate these Terms of Service or Molena Wireless Internet may reject an application or block access to or use of any component of any Service for any reason including, but not limited to, if:
 - I. Subscriber violated these General Terms as to this or another Molena Wireless Internet account;
 - II. The information required in the application process is or becomes incorrect, absent or incomplete;
 - III. Subscriber threatened or harassed any City of Molena employee, agent, contractor or representative (e.g., by abusive language, physical threats, etc.);
 - IV. Subscriber's credit card issuer refuses a charge, or any other payment method fails to compensate Molena Wireless Internet;
 - V. There is a violation of the Terms of Service or other agreements with respect to any Service, as determined in the sole discretion of Molena Wireless

Internet; or

- VI. The amount of technical support required to be provided to Subscriber is excessive as determined in the sole discretion of Molena Wireless Internet.

Subscriber further agrees that in the event of termination pursuant to subsections (b) or (c), Molena Wireless Internet shall have no liability to Subscriber.

- d. Obligations Upon Termination: The Subscriber agrees that upon termination of the Terms of Service:
 - I. Subject to Section 1 of the Services Agreement, if applicable, Subscriber will pay Molena Wireless Internet in full for Subscriber's use of the Equipment and the Services, as applicable, up to the later of the effective date of termination of the Terms of Service, the date on which the Service has been disconnected, or the date on which any non-subscriber owned Equipment is returned to Molena Wireless Internet;
 - II. Subscriber will promptly return all non-Subscriber owned Equipment to Molena Wireless Internet. In the event that Subscriber fails to return any Equipment within ten (10) days of the termination of the Terms of Service in addition to Equipment charges contemplated hereunder, Subscriber shall be liable to Molena Wireless Internet in accordance with Molena Wireless Internet's then current schedule of charges for non-returned Equipment.
 - e. Renewal after Cancellation or Termination: Subscriber acknowledges and agrees that in the event of renewal after cancellation or termination of a Service, Subscriber shall be subject to the pricing, warranties, and Terms of Service as are effective at the time of such renewal.
16. Molena Wireless Internet's Right to Pursue Remedies and Subscriber's Indemnification Obligations. If Subscriber breaches the Terms of Service, Molena Wireless Internet has the right to seek compensation from Subscriber for such breach through arbitration or, if Subscriber has opted out of these General Terms' arbitration provision or we are seeking an order requiring you to do or refrain from doing something, in court. Additionally, if any person or entity brings a claim against Molena Wireless Internet that arises out of Subscriber's relationship with Molena Wireless Internet, the Services provided to Subscriber, the Terms of Service, or Subscriber's breach thereof or failure to comply therewith, Subscriber will indemnify, defend (at Molena Wireless Internet's exclusive election), and release Molena Wireless Internet from and against liability and reimburse Molena Wireless Internet for any losses that Molena Wireless Internet may incur, including reasonable attorneys' fees and costs, resulting from such claim. Subscriber's responsibilities under this Section cover any dispute, whether arising under contract, tort (for example, a negligence or product liability claim), violation of law or regulation, or any other legal theory.
 17. Security Deposit: Any security deposit required of Subscriber for the Equipment or Molena Wireless Internet's Service will be due and payable upon the first monthly billing. Such security deposits will be returned to Subscriber within sixty (60) days of termination of Molena Wireless Internet's Service so long as payment has been made for all amounts due on Subscriber's account and Subscriber has returned any non-Subscriber owned Equipment undamaged. If Molena Wireless Internet is holding a deposit on Subscriber's account, Molena Wireless Internet has the right to apply the deposited amount against any outstanding balance or shortfall in payments.
 18. Advance Payment: Advance payment may be required under certain circumstances including without limitation when specific Service offer conditions require it, Subscribers are unable or unwilling to provide information to establish credit worthiness or have an unsatisfactory credit rating. The advance payment will be equal to the applicable installation charge and one month of recurring charges, excluding taxes, fees, and surcharges. The advance payment will appear as a credit and be applied to the first monthly bill. Molena Wireless Internet reserves the right to refuse Service if the Subscriber fails to fulfill standard credit requirements. After Service has been established, the Subscriber will be responsible for the payment of all applicable charges, including taxes, fees, and surcharges to avoid discontinuance of Service.
 19. Content and Services: All Services are subject to change in accordance with applicable law.
 20. Rates: All rates are subject to change in accordance with City Ordinance. The rates and fees for Internet service shall be in amounts as established by the mayor and city council from time to time and are available for public examination in the city clerk's office.
 21. Late Fee: If Subscriber's account is 30 days past due, Subscriber may be charged an applicable late fee in addition to Subscriber's past due balance at Molena Wireless Internet's then current rate. If Subscriber's account thereafter remains unpaid, Subscriber's Services may be suspended or disconnected. Subscriber can avoid incurring late fees by paying Subscriber's monthly bill promptly. Any late fees assessed are not considered interest credit service charges, finance charges, or penalties. Molena Wireless Internet expects that Subscriber will pay for Services on a timely basis. Molena Wireless Internet does not extend credit to customers, except to the limited extent Subscriber is purchasing Subscriber Purchased Devices from Molena Wireless Internet under an installment plan agreement.

22. Disclaimer: Molena Wireless Internet assumes no liability for any program, services, content or information distributed on or through the Services and Molena Wireless Internet expressly disclaims any responsibility or liability for Subscriber's use thereof. Further, Molena Wireless Internet shall not be responsible for any products, merchandise, or prizes promoted or purchased through the use of the Services.
23. Right to Make Credit Inquiries: Subscriber authorizes Molena Wireless Internet to make inquiries and to receive information about Subscriber's credit experiences, including Subscriber's credit report, from others, to enter this information in Subscriber's file, and to disclose this information concerning Subscriber to appropriate third parties for reasonable business purposes.
24. Molena Wireless Internet's Reservation of Rights: Molena Wireless Internet reserves the right to refuse, suspend or terminate Service to any person at any time for any reason not prohibited by law. When practical, Molena Wireless Internet will provide notice that is reasonable under the circumstances before suspending or terminating Service to an existing Subscriber, and Molena Wireless Internet will provide any prior notice of suspension or termination that is required by law.
25. Indemnification: In requesting and accepting Molena Wireless Internet Services, Subscriber agrees to defend, indemnify, and hold Molena Wireless Internet, including its elected officers, directors, employees, affiliates, subsidiaries, and authorized agents (individually and collectively, "Molena Wireless Internet Indemnitees") harmless from and against any and all demands, claims, suits, judgments, expenses (including without limitation reasonable attorney or witness fees), loss, damages to, or destruction of personal, real, or intellectual property, bodily injury or death of any person, and other liabilities arising from:
 - a. The installation, operation, provision, or other use of Molena Wireless Internet Services and/or Equipment;
 - b. Any violation of Molena Wireless Internet's Terms of Service, Acceptable Use Policy, or other published policies or requirements;
 - c. The negligence, willful misconduct, violation of a third party's rights, or failure to comply with applicable law by (i) Subscriber, (ii) members of Subscriber's household, or (iii) Subscriber's guests, or (iv) any other person using the Services provided to Subscriber;
 - d. Libel or slander resulting from any use of the Services by (i) Subscriber, (ii) members of Subscriber's household, (iii) Subscriber's guests, or (iv) any other person using the Services provided to Subscriber;
 - e. Infringement or misappropriation of any patent, copyright, trademark, trade name, service mark, trade secret, or other intellectual property rights (whether by transmission or material or otherwise) by (i) Subscriber, (ii) members of Subscriber's household, (iii) Subscriber's guests, or (iv) any other person using the Services provided to Subscriber, including that effected through combination of Subscriber's use of the respective Service(s) with facilities, equipment, or services provided or used by Subscriber or obtained from third parties;
 - f. Any unauthorized, unlawful, or fraudulent use of or access to the Services, except as otherwise provided by applicable law; and
 - g. Any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, or use of the 911 or E-911 service features and the equipment associated therewith, or by the use of any Voice Services furnished by Molena Wireless Internet in connection with the 911 or E-911 service, including but not limited to, the telephone number, address or name associated with the telephone used by persons accessing 911 or E-911 service thereunder, and/or that which arises out of the negligence or other wrongful act of (i) Subscriber, (ii) members of Subscriber's household, (iii) Subscriber's guests, or (ii) any other person using the Services provided to Subscriber.

The foregoing defense and indemnity obligations exclude damages to the extent caused by the gross negligence or willful misconduct of the Molena Wireless Internet Indemnitees. Subscriber agrees that Molena Wireless Internet Indemnitees are not liable for any damages or liability resulting from the loss of provided Internet Services, nor will Subscriber make any claims or undertake any actions against Molena Wireless Internet Indemnitees for loss of Service. Subscriber shall be solely responsible for any damage to or loss of non-Subscriber owned Molena Wireless Internet Equipment, unless such damage or loss is caused solely by the negligence or willful misconduct of Molena Wireless Internet Indemnitees.

LIMITATION OF LIABILITY. THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION APPLY TO ANY ACTS, OMISSIONS AND NEGLIGENCE OF MOLENA WIRELESS INTERNET AND ITS THIRD-PARTY SERVICE PROVIDERS, AGENTS AND SUPPLIERS (AND EACH OF THEIR RESPECTIVE ELECTED OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR REPRESENTATIVES).

UNDER NO CIRCUMSTANCES SHALL MOLENA WIRELESS INTERNET BE LIABLE TO CUSTOMER FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH,

INCLUDING ANY ACTS OR OMISSIONS BY THIRD PARTY SERVICE PROVIDERS OR ANY MANUFACTURER OF SUBSCRIBER PURCHASED DEVICES OR CONVEYED DEVICES, AGENTS OR SUBCONTRACTORS OF MOLENA WIRELESS INTERNET, OR RELATING TO ANY SERVICES FURNISHED, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF THE CAUSES OF SUCH LOSS OR DAMAGES OR WHETHER ANY OTHER REMEDY PROVIDED HEREIN FAILS.

MOLENA WIRELESS INTERNET'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICES OR ANY BREACH BY MOLENA WIRELESS INTERNET OF ANY OBLIGATION MOLENA WIRELESS INTERNET MAY HAVE UNDER THESE TERMS OF SERVICE OR APPLICABLE LAW, SHALL BE CUSTOMER'S ABILITY TO TERMINATE THE SERVICE OR TO OBTAIN THE REPLACEMENT OR REPAIR OF ANY DEFECTIVE EQUIPMENT PROVIDED BY MOLENA WIRELESS INTERNET. IN NO EVENT SHALL MOLENA WIRELESS INTERNET'S LIABILITY TO CUSTOMER FOR ANY CLAIM ARISING OUT OF THESE GENERAL TERMS EXCEED THE AMOUNT PAID BY CUSTOMER DURING THE PRECEDING THIRTY (30) DAY PERIOD.

SUBSCRIBER ALSO AGREES THAT IT SHALL NOT BE PERMITTED TO BRING ANY CLAIM WHATSOEVER AGAINST MOLENA WIRELESS INTERNET THAT RESULTS IN WHOLE OR IN PART FROM SUBSCRIBER'S FAILURE TO COMPLY WITH THESE GENERAL TERMS.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THESE GENERAL TERMS.

26. Privacy Policy. Molena Wireless Internet will provide Subscriber with a copy of its customer privacy policy at the time Molena Wireless Internet provides Service to Subscriber, and annually afterwards, or as otherwise required by law. Subscriber can request the most current version of our privacy notice at Molena City Hall. Subscriber assumes sole responsibility for all privacy, security and other risks associated with providing personally identifiable information to third parties via the Service. To the extent that Molena Wireless Internet is expressly required to do so by applicable law, Molena Wireless Internet will provide notice to Subscriber of a breach of the security of certain personally identifiable information about Subscriber. Subscriber agrees that Molena Wireless Internet may collect and disclose information concerning Subscriber and Subscriber's use of Service in the manner and for the purposes set forth herein and in Molena Wireless Internet's privacy policy. In order to protect the privacy of Subscriber's account information, Molena Wireless Internet may require that Subscriber use a security code or other method, in addition to the username and password, to confirm Subscriber's identity when requesting or otherwise accessing account information or making changes to Subscriber's Service through Molena Wireless Internet's customer service representatives. Subscriber may also choose to designate an authorized user of Subscriber's account (an "Authorized User"), who will be able to access Subscriber's account information and make changes to Subscriber's account. Once established, an Authorized User may be required to authenticate his/her identity in the same manner according to Molena Wireless Internet's policies.
27. ARBITRATION. The following provisions are important with respect to the agreement between Subscriber and Molena Wireless Internet regarding Molena Wireless Internet's Services memorialized by these General Terms.

PLEASE READ THEM CAREFULLY TO ENSURE THAT SUBSCRIBER UNDERSTANDS EACH PROVISION. These General Terms require the use of arbitration to resolve disputes and otherwise limits the remedies available to Subscriber in the event of a dispute.

Subject to the "Exclusions" paragraph below, Molena Wireless Internet and Subscriber agree to arbitrate disputes and claims arising out of or relating to these General Terms, the Services, the Equipment, or marketing of the Services Subscriber has received from Molena Wireless Internet. Notwithstanding the foregoing, either party may bring an individual action on any matter or subject in small claims court.

THESE GENERAL TERMS MEMORIALIZE A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.

A party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled "Notice of Intent to Arbitrate" ("Notice"). The Notice to Molena Wireless Internet should be addressed to: Mayor and City Attorney, Litigation, City of Molena – Molena Wireless Internet, PO Box 247, 10 Springs Road, Molena, GA 30258 ("Arbitration Notice Address"). The Notice must: (1) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. If we do not reach an agreement to resolve the claim within 30 days after the Notice is received, Subscriber or Molena Wireless Internet may commence an arbitration proceeding, in which all issues are for the arbitrator to decide (including the scope of the arbitration clause), but the arbitrator shall be bound by the terms of these General Terms.

The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these General Terms, and the arbitration shall be administered by the AAA. The AAA Rules and fee information are available at "www.adr.org," by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address.

MOLENA WIRELESS INTERNET SHALL BEAR THE COST OF ANY ARBITRATION FILING FEES AND ARBITRATOR'S FEES FOR CLAIMS OF UP TO \$75,000. SUBSCRIBER IS RESPONSIBLE FOR ALL OTHER ADDITIONAL COSTS THAT SUBSCRIBER INCURS IN THE ARBITRATION INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES OR EXPERT WITNESS COSTS UNLESS OTHERWISE REQUIRED OF MOLENA WIRELESS INTERNET UNDER APPLICABLE LAW.

If the arbitrator's award exceeds \$75,000, either party may appeal such award to a three-arbitrator panel administered by the AAA and selected according to the AAA Rules, by filing a written notice of appeal within 30 days after the date of entry of the arbitration award. The appealing party must provide the other party with a copy of such appeal concurrently with its submission of the appeals notice to AAA. The three-arbitrator panel must issue its decision within 120 days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which may exist under the Federal Arbitration Act.

The parties may agree that arbitration will be conducted solely on the basis of the documents submitted to the arbitrator, via a telephonic hearing, or by an in-person hearing as established by AAA rules.

SUBSCRIBER AGREES THAT, BY ENTERING INTO THIS AGREEMENT, SUBSCRIBER AND MOLENA WIRELESS INTERNET ARE WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY

Unless Molena Wireless Internet and Subscriber agree otherwise in writing, all hearings conducted as part of the arbitration shall take place in Molena, Pike County, Georgia.

The arbitrator may award injunctive relief only in favor of the party seeking relief, only to the extent sought, and only to the extent necessary to provide the specific relief warranted by such individual's claim.

The parties agree that the arbitrator must give effect to the terms of these General Terms.

SUBSCRIBER AND MOLENA WIRELESS INTERNET AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN SUBSCRIBER'S INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING

Furthermore, unless both Subscriber and Molena Wireless Internet agree otherwise in writing, the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of representative or class proceeding. If this specific paragraph is found to be unenforceable, then the entirety of these arbitration provisions shall be null and void and rendered of no further effect with respect to the specific claim at issue.

Right to Opt Out. If Subscriber does not wish to be bound by these arbitration provisions, Subscriber must notify Molena Wireless Internet in writing within 30 days of (a) the date that this arbitration provision becomes effective, if Subscriber is an existing customer, or (b) the date that Subscriber first subscribes to the Service(s). Subscriber may opt out by mail to the Arbitration Notice Address. Subscriber's written notification to Molena Wireless Internet must include Subscriber's name, address, and Molena Wireless Internet account number as well as a clear statement that Subscriber does not wish to resolve disputes with Molena Wireless Internet through arbitration. Subscriber's decision to opt out of this arbitration provision will have no adverse effect on Subscriber's relationship with Molena Wireless Internet or the delivery of Services to Subscriber by Molena Wireless Internet.

Severability. If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT SOME OR ALL OF THESE ARBITRATION PROVISIONS IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS, BOTH PARTIES AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY.

For purposes of the foregoing sentence only, in the event such waiver is found to be unenforceable, it shall be severed from these General Terms, rendered null and void and of no further effect without affecting the rest of the arbitration provisions set forth herein.

EXCLUSIONS. SUBSCRIBER AND MOLENA WIRELESS INTERNET AGREE THAT THE FOLLOWING CLAIMS OR DISPUTES SHALL NOT BE SUBJECT TO ARBITRATION:

- (1) ANY INDIVIDUAL ACTION BROUGHT BY SUBSCRIBER OR BY MOLENA WIRELESS INTERNET ON ANY MATTER OR SUBJECT THAT IS WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS.
- (2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.
- (3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE.

The foregoing arbitration provisions shall survive the termination of these General Terms.

SUBSCRIBER HAS ONE YEAR TO BRING A CLAIM AGAINST MOLENA WIRELESS INTERNET, UNLESS SUBSCRIBER OPTS OUT. Subscriber must bring any claim against Molena Wireless Internet within one (1) year after the date on which the claim arose or unless applicable law provides that the normal statute of limitations for that claim may not be shortened by agreement. If Subscriber does not bring a claim within this period, Subscriber waives, to the fullest extent permitted by law, all rights Subscriber has to such claim and Molena Wireless Internet will have no liability with respect to such claim.

Subscriber may opt out of this Section; in which case the normal statute of limitations will apply. To opt out, Subscriber must notify Molena Wireless Internet in writing by sending a letter to the City of Molena, Molena Wireless Internet addressed to Mayor and City Attorney, Litigation, PO Box 247, 10 Springs Road, Molena, GA 30258, within 30 days of (a) the date that this provision becomes effective, if Subscriber is an existing customer, or (b) the date that Subscriber first subscribes to the Service(s). Subscriber's written notice must include Subscriber's name, address, and Molena Wireless Internet account number as well as a clear statement that Subscriber does not wish this Section to apply.

This Section shall survive the termination of these General Terms.

28. Force Majeure: Molena Wireless Internet shall not be liable for any failure of performance or equipment of any kind (including Molena Wireless Internet Equipment) due to causes beyond its control, including but not limited to: acts of God, fire, flood, or other catastrophes; loss of electrical power; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Molena Wireless Internet, or of any department agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection; riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
29. Survival of Terms. In addition to the terms that are specifically noted in these General Terms as surviving termination of these General Terms, all representations, warranties, indemnifications, and limitations of liability shall survive these General Terms. Molena Wireless Internet's right to contact Subscriber shall also survive these General Terms unless Subscriber opts out in the manner described in these General Terms. All other obligations of Subscriber and Molena Wireless Internet under these General Terms also survive termination if they relate to the period before termination or, if by their terms, they would be expected to survive such termination.
30. Entire Agreement: These General Terms (including the Terms of Service incorporated herein by reference) constitute the entire agreement between the Subscriber and Molena Wireless Internet. No undertaking, representation or warranty made by an agent or representative of Molena Wireless Internet in connection with the sale, installation, maintenance or removal of Molena Wireless Internet's Services or Equipment shall be binding on Molena Wireless Internet except as expressly included herein. Subscriber agrees that, if any portion of these General Terms is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and if severed or rendered null and void thereby, the remaining portions will remain in full force and effect. If Molena Wireless Internet fails to insist upon or enforce strict performance of any provision of these General Terms, it does not thereby waive any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these General Terms.

Molena Wireless Internet Acceptable Use Policy

In order to provide high quality customer service and to ensure the integrity, security, and reliability of the Internet Network of the City of Molena's "Molena Wireless Internet" and its respective affiliates and subsidiaries providing services ("Molena Wireless Internet"), Molena Wireless Internet has created this Acceptable Use Policy (AUP). This AUP applies along with the Terms and Conditions of Service governing the Subscriber's use of Molena Wireless Internet's related services (collectively, the "Terms of Service"), Molena Wireless Internet's Privacy Policy and Molena Wireless Internet's Network Management Practices Statement, to specify use restrictions and requirements applicable to users of the Service. The Subscriber recognizes and agrees that the then current version of the AUP to be maintained by Molena Wireless Internet and maintained at City Hall, will supersede all previous versions of this document and that Subscriber's continued use of Molena Wireless Internet's Internet service will constitute Subscriber's acceptance of this policy as it may be amended.

By using the Service, the Subscriber agrees to abide by, and require each user of the Service to abide by, the terms of this AUP and associated Terms of Service. Any user who does not agree to be bound by these

terms must immediately cease use of the Service and notify the City of Molena to terminate the account.

1. Use. The Service is designed for single location use within a single household or single business. Subscriber agrees that only Subscriber and Subscriber's authorized guests in the same location will use the Service. Subscriber is responsible for any misuse of the Service that occurs through Subscriber's account, whether by a member of Subscriber's household or business or an authorized or unauthorized third-party. Subscriber will not resell or redistribute, or enable others to resell or redistribute, access to the Service in any manner, including, but not limited to, through the use of wireless technology. Molena Wireless Internet reserves the right at its sole discretion to immediately suspend, terminate, or restrict use of the Service without notice if such use violates the AUP or the Terms of Service, is objectionable or unlawful, or interferes with Molena Wireless Internet's systems, or Internet Network, the Internet, or others' use of the Service.
2. Prohibited Activities Using the System, Network, and Service. Any activity or use of the Service which violates system or network security, or integrity are prohibited and may result in criminal and civil liability. Such violations include, without limitation, the following:
 - a. Unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan, or test the vulnerability of a system or network, or to breach security or authentication measures without express authorization of the owner of the system or network.
 - b. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner or network;
 - c. Interference with Internet service to any user, host, or network, including but not limited to: mail bombing, flooding, or denial of service attacks.
 - d. Forging the header of any transmitted information packet, email, or Usenet posting;
 - e. Modifying or tampering with any hardware, software, or configuration provided by Molena Wireless Internet including but not limited to: routers, switches, and cable modem configuration files.
 - f. Reselling or otherwise redistributing the Service.
 - g. Disrupting, degrading or otherwise adversely affecting Molena Wireless Internet's network or computer equipment owned by Molena Wireless Internet or other Molena Wireless Internet subscribers.
 - h. Transmit unsolicited bulk or commercial messages commonly known as "spam."
 - i. Assuming or assigning a Molena Wireless Internet IP address that was not allocated to the user by Molena Wireless Internet or its network - all Molena Wireless Internet users must use DHCP assigned by the Service to acquire an IP address.
 - j. Either of the following activities by a Subscriber using dedicated machines (also known as "machines" or "dedicated servers") or virtual dedicated servers (also known as "VDS", "VPS", "virtual machines", and/or "virtual servers"): (i) running a tunnel or proxy to a server at another host or (ii) hosting, storing, proxy, or use of a network testing utility or denial of service (DoS/DDoS) tool in any capacity.
 - k. Because the Service is for Internet sharing with our entire community, any use of the service for commercial use must have prior written authorization or will not be permitted and may result in reduction in service, suspension, or termination at the sole discretion of Molena Wireless Internet. Non-residential purposes include, without limitation, the following:
 - (a.) Running any type of server on the system that is not consistent with personal, residential, or small business use. This includes but is not limited to FTP, IRC, SMTP, POP, HTTP, SOCS, SQUID, NTP, DNS or any multi-user forums.
 - (b.) Distributing in any way information, software or other material obtained through the service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner.
 - (c.) IP address translation or similar facilities intended to provide additional access.
3. No Illegal or Fraudulent Use. The Service may be used only for lawful purposes. Subscriber will not use or allow others to use the service in any manner that is in violation of any applicable federal, state, local or international laws or regulations or to promote, engage in, or enable illegal activity or conduct that violates or infringes upon the rights of any person. Transmission or distribution of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, or other intellectual property right used without proper authorization, and material that is obscene, illegal, defamatory, constitutes an illegal threat, or violates export control laws. Furthermore, use of the Service to impersonate a person or entity is not permitted.
4. Security/Abuse of Resources. User is solely responsible for the security of any device connected to the Service, including any data stored on that device. Users shall take all necessary steps to avoid actions that result in the abuse of a resource on their network. Examples of abuse of resources include without limitation: open news servers, open SMTP servers, unsecure wireless routers, and unsecure proxy servers. In the instance when the Subscriber is using a wireless router, Molena Wireless Internet requires that any wireless network be secure and encrypted. Open, unencrypted wireless networks are strictly prohibited.

Should an issue arise, Subscriber is required to address the problem in a timely fashion. Failure to address an issue after notification will be considered a violation of this AUP.

5. Network Management. Molena Wireless Internet uses a variety of reasonable network management tools and practices consistent with industry standards. In the event the periods of congestion necessitate such management, Molena Wireless Internet has available the following tools and practices (without limitation and as may be adjusted over time): (i) Subscriber Traffic Management (STM) technology to temporarily lower the priority of traffic with the greatest impact on peak congestion; (ii) spam filtering and detection techniques; and (iii) measures to protect the security and integrity of its network, resources and subscribers (e.g., IP reputation services from multiple sources to deny mail relay to suspect IPs of Molena Wireless Internet IP space, real-time IP block lists to determine whether to accept a connection to inbound mail servers, port security techniques such as encryption and authentication, and email server- to-server traffic monitoring). In limited instances if employed, these techniques may affect the throughput rate at which subscribers may send and receive data, the ability of users to establish session connections within the network or result in the delay of certain traffic during times of peak congestion.
6. Viruses. Users must take appropriate action to prevent their systems from becoming infected with and/or distributing computer viruses such as but not limited to worms, "Trojan horses", denial of service attacks, and bots. Molena Wireless Internet will take appropriate (as decided by Molena Wireless Internet's sole discretion) action against Users infected with computer viruses or worms to prevent further spread.
7. Enforcement. Molena Wireless Internet reserves the right to investigate violations of this AUP, including the gathering of information from the Subscriber or other Users involved and the complaining party, if any, and the examination of material on Molena Wireless Internet's servers and network. Molena Wireless Internet prefers to advise Users of AUP violations and any necessary corrective action but, if Molena Wireless Internet, in its sole discretion, determines that a User has violated the AUP, Molena Wireless Internet will take any responsive action that is deemed appropriate without prior notification. Such action includes but is not limited to: temporary suspension of service, reduction of service resources, and termination of service. Molena Wireless Internet is not liable for any such responsive action and these actions are not exclusive. Molena Wireless Internet may take any other legal or technical action it deems appropriate.
8. No Waiver. The failure by Molena Wireless Internet or its affiliates to enforce any provision of this Policy at any given point in time shall not be construed as a waiver of any right to do so at any future time thereafter.
9. Revisions to Policy. Molena Wireless Internet reserves the right to update or modify this Policy at any time and from time to time with or without prior notice. Continued use of the Service will be deemed acknowledgment and acceptance of this Policy. Notice of modifications to this Policy may be given by posting such changes on the City of Molena's website when available under "Terms of Service/Policies," by email or by conventional mail, and will be effective immediately upon posting or sending. Subscribers should regularly visit Molena Wireless Internet's website when available, and review this Policy to ensure that their activities conform to the most recent version. In the event of a conflict between any subscriber agreement and this Policy, the terms of this Policy will govern. Questions regarding this Policy should be directed to City of Molena Staff. Complaints of violations of it by Molena Wireless Internet Subscribers should also be directed to City of Molena Staff.

Customer Signature:

Name

Date

I have read and agree to the Molena Wireless Internet Terms and Conditions/Policies

Customer Signature

Name

Date