

# August 19, 2020

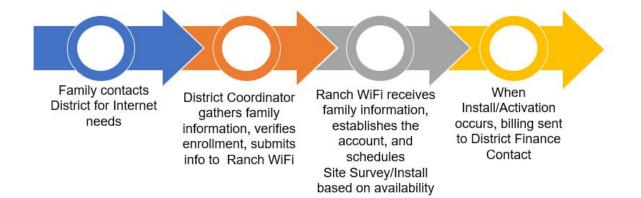
Ranch Wifi and San Luis County Schools are excited to team up again to provide internet to the kids during the 2020-2021 school year.

Ranch WiFi, agrees to supply the Rural families who need internet access with the Broadband defined requirements with the 25mbps download\*, and 10mbps upload\*. The households that utilize this service will be required to have their own Wireless Routers, in which, Ranch WiFi will not be responsible for providing/supporting. Recommended router brands are Netgear, Google, Ubiquity, Linksys brand routers and can easily be purchased at local stores throughout the area or online for home delivery. We suggest SLOCOE recommend the proper routers for the demands of distance learning.

Some areas may not have direct line of sight to our towers and we are willing to work out what is needed to provide homes with possible repeaters, this is a process that can take a little more time for project planning and installation, but we are willing to work out these hurdles with SLOCOE and families.

Ranch WiFi will provide a free installation (valued at \$99) on homes with the antenna, wiring, and modem while still adhering to our COVID Installation procedures. This Broadband plan will be provided to these families at the rate of \$65.00 per month per household for the next 10 months (until the 2020-2021 school year has completed).

We ask that one point of contact from the districts handles providing Ranch WiFi with the *Parent's Full Name, Physical Address, Telephone Number(s), Email Address.* We will set the families up in the system and bill the districts individually for these families. We will need the primary district contact for setting up families in need, and a person that will be responsible for billing purposes. This list can easily be accessible by using Google Sheets, and allow editing status with our staff so we can help streamline communication and updates as needed. Each step needs to be completed so we can effectively work together to get these families online.



We do not recommend the families reach out to our staff directly as they need to be verified as students who attend the SLO County Schools. This is to help expedite the families installation process, and verification of enrollment/need for the internet. We understand this is a trying time, and installation may take a few weeks to complete.

\*Basic level troubleshooting will need to happen with the District's IT professionals first. Ranch WiFi is not responsible for any customer supplied equipment. Based on the District's IT determination, if there is additional troubleshooting needed on behalf of Ranch WiFi, the Districts IT staff will contact us directly to discuss further troubleshooting needs by calling 805-995-4181, option 2.\*

Thank you for your partnership, and opportunity to keep kids online!

Debi Wages General Manager Ranch WiFi, LLC debi@ranchwifi.com 805-995-4181 (Office)

Please see the Terms & Conditions of our services: **TERMS OF SERVICE** 

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

# INTRODUCTION

RANCH WiFi LLC provides its Wireless Internet Service Provider (WISP) CUSTOMERS access to bandwidth through a 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 RANCH WiFi LLC to fairly share its WISP network to all CUSTOMERS. RANCH WiFi LLC may modify the TERMS AND CONDITIONS of this agreement at any time. The most current TERMS AND CONDITIONS, in effect, shall be those found on the RANCH WiFi LLC website at www.ranchwifi.com. The prices for SERVICE are subject to change from time to time, with the most current prices, as well as RANCH WiFi LLC AUPs found on our website at www.RanchWiFi.com. RANCH WiFi, LLC refers to any paying individual, organization or business using the WISP SERVICE as a CUSTOMER.

#### **30 DAY MONEY BACK GUARANTEE**

In the first 30 days, if you are not satisfied with the performance of the SERVICE we will give a full refund (conditioned upon the return of the equipment in original condition); with the exception of any refund on custom

installation fees charged by RANCH WiFi LLC, or its contractor(s) or others who are authorized by RANCH WiFi LLC to perform such installation. SERVICE and SERVICE AGREEMENT will be immediately terminated upon notice of dissatisfaction.

## **USE OF SERVICE AT YOUR OWN RISK**

The CUSTOMER is solely responsible for the content of communications on the Internet. The SERVICE provided by RANCH WiFi LLC is "as is" and at your own risk. RANCH WiFi LLC 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. Ranch WiFi LLC is not responsible or liable for any errors, delays, or interruptions. The CUSTOMER understands that current regulatory and technical issues prohibit expectation of privacy when using Internet services.

## SERVICE DISRUPTION

RANCH WiFi LLC 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, RANCH WiFi LLC equipment malfunction or any natural disaster (including weather). All Internet service is provided on an "as is" and "as available" basis. RANCH WiFi LLC does not guarantee any loss of SERVICE time, transmission errors, connectivity or quality of SERVICE. The CUSTOMER acknowledges and agrees that the SERVICE is not intended to be, and will not be used as, your primary or "lifeline" telecommunications service. CUSTOMER acknowledges that the SERVICE also relies upon underlying providers such as Verizon, AT&T or others, and that such providers are likewise indemnified.

#### INSTALLATION

The CUSTOMER authorizes RANCH WiFi LLC or its contractor(s) or others authorized by RANCH WiFi LLC to install the necessary wiring and Equipment required for wireless Internet SERVICE on the premises specified by the CUSTOMER at the time of installation. The standard installation includes the mounting of an antenna (a wireless transceiver on the outside of the house/building), and the routing of cable(s) by the most direct path to one computer and/or router on the CUSTOMER's premises. Fishing of walls and or attic crawling is not included with standard installation. The connecting of multiple computers, routers, or other equipment at CUSTOMER's premises may require additional costs in equipment and wiring. Any requests for custom installation work will require additional costs. or charges by RANCH WiFi LLC or its contractor(s). RANCH WiFi LLC and any contractor(s) will not be liable for any alterations to CUSTOMER's premises that result from the installation or removal of the SU and/or wiring including any holes in walls,

cable wiring or antenna mounting brackets; although great care will be used to make the installations reasonably appealing.

## OBSTRUCTIONS

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

# **PAYMENT POLICY**

RANCH WiFi LLC payment is due every month. Any CUSTOMER who is 30 days late is subject to limited Internet access and a \$25 late fee. After 60 days, the account speed will be deactivated. Ranch WiFi is not responsible for notifying customers of missed payments. After 60 days late the SERVICE will be canceled and a deposit and/or a reactivation fee may be charged.

## UNACCEPTABLE USE

RANCH WiFi LLC may, at its discretion, immediately terminate or reduce SERVICE to the CUSTOMER upon any single or multiple incidents of the following conditions: A. Failure to pay SERVICE fees in a timely manner; B.

Interfering with the disrupting of Internet SERVICE to other CUSTOMERS and/or their equipment on the RANCH WiFi LLC wireless network (see also AUP); C. Propagation of computer viruses and/or spyware (see also AUP); D. Unauthorized entry into another person(s) or organization(s) computer, systems, and/or information (see also AUP); E. Unsolicited blanket emailing known as "spamming", (see also AUP); F. Any violation of local, state, federal or international law or that of any Sovereign Nation, as well as RANCH WiFi LLC AUPs.

#### SPAMMING

Spamming is the sending of unsolicited emails. Ranch WiFi will not tolerate any type of spamming. The SERVICE of the spamming CUSTOMERS will be immediately disconnected without prior notice and will not be eligible for any refund(s) for termination of SERVICE due to spamming.

#### SERVICE SHARING

If at any time RANCH WiFi LLC discovers that the CUSTOMER is sharing their SERVICE or has networked to others outside of the premises, without the express written consent of RANCH WiFi LLC, SERVICE will be immediately terminated to the CUSTOMER with no refunds of any kind. In particular, should a CUSTOMER operate his own wireless network for household or business use, then it must be secured

with at least WPA, WEP, or other effective method to restrict access from the general public. Unsecured, "open" networks are not only a potential cause of excessive bandwidth use, they are a security threat and an example of unauthorized sharing of the SERVICE.

# INDEMNIFICATION

CUSTOMER agrees to indemnify and hold harmless RANCH WiFi LLC, it's owner(s), partner(s) and contractor(s) against all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or

relating to any and all claims and/or losses accruing or resulting from the installation of SERVICE, equipment, materials or supplies in connection with the performance of this agreement, to any and all CUSTOMERS and/or any other person, firm, organization or corporation.

## CUSTOMER EQUIPMENT

RANCH WiFi LLC is not responsible for maintaining or supporting any equipment owned by the CUSTOMER, and is not liable for any damages to the CUSTOMER's antenna, computer(s) or other equipment. In the event that the equipment malfunctions in the first year of operation (under normal operating circumstances), RANCH WIFI LLC will replace the unit at no cost to the CUSTOMER. If we find that the equipment has failed due to

improper use (ie. improper power supply, using incorrect equipment, etc.) or from conditions beyond our control, the equipment will be replaced for a fee of \$95. If the equipment fails after a year of operation, regardless of operating conditions, RANCH WIFI LLC will replace the equipment for a fee of \$95.