

Internet Order Form

Ordering Internet Service. Please download this Order Form (.pdf), fill out the information either digitally, or print and scan, then email it back to:

info@iotnetworks.us

If you have any questions or need further assistance, please feel free to contact us at the following

Email: **info@iotnetworks.us**

Phone: (347) 652-4131 - Jose Santana

or

(212) 464-8988 - Billy Chang

Thank you.

Note for filling out form digitally:

* Some Users filling the form with Adobe Reader may need Extended Adobe Reader Rights applied to it to allow filling and saving in Reader. If you have Acrobat 8 Pro, 9 Pro or Standard or later you apply the Rights under the Advanced tab in Acrobat (under Extend Rights or Enable Rights). In Acrobat X, you apply the Rights by going to Save-As and selecting it from there.

* Users with Mac computers who use the 'Preview' application the data on a returned form does not properly display because 'Preview' does not save the PDF as expected by Adobe. There is an add-on script that can correct these forms.

THE DISCLAIMERS OF WARRANTY, LIMITATIONS OF LIABILITY AND REMEDIES SET FORTH IN THIS SECTION ALSO APPLY TO Vanguard SUPPLIERS AND SUBCONTRACTORS. THE REMEDIES SET FORTH IN THIS SECTION ARE THE MAXIMUM FOR WHICH Vanguard AND ITS SUPPLIERS AND SUBCONTRACTORS ARE COLLECTIVELY RESPONSIBLE. UNDER NO CIRCUMSTANCES SHALL Vanguard OR ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR LOSS OF PROFITS, LOSS OR INACCURACY OF DATA, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF Vanguard OR ITS SUPPLIERS OR SUBCONTRACTORS HAVE BEEN ADVISED OF THEIR POSSIBILITY. CUSTOMER COVENANTS NOT TO SUE OR OTHERWISE MAKE A CLAIM AGAINST IOT'S SUPPLIERS OR SUBCONTRACTORS FOR ANY ALLEGED OR ACTUAL FAILURE, DELAY, OR NONPERFORMANCE OF THE SERVICE. CUSTOMER AGREES THAT IOT'S SUPPLIERS AND SUBCONTRACTORS ARE INTENDED THIRD PARTY BENEFICIARIES OF THE PROVISIONS CONTAINED IN THIS PARAGRAPH AND SHALL BE ENTITLED TO ENFORCE THE PROVISIONS OF THIS PARAGRAPH IN ANY ACTION BROUGHT AGAINST THEM.

YOU ALSO AGREE THAT ELECTRONICALLY STORED DATA IS HIGHLY SENSITIVE AND SUBJECT TO UNFORESEEN LOSS DUE TO A VARIETY OF CAUSES; THAT THE PROPER OPERATION OF ANY COMPUTER SYSTEM INCLUDES THE MAKING OF REGULAR BACKUPS; AND THAT Vanguard SHALL NOT BE LIABLE FOR ANY LOSS OF DATA IN CONNECTION WITH THE SERVICES, INCLUDING ANY RELATED INSTALLATION OR REPAIR ACTIVITY.

Vanguard ASSUMES NO LIABILITY WHERE ANY CLAIM ARISES OUT OF CUSTOMER BEING PROVIDED WITH IP ADDRESSES OTHER THAN THE ONE(S) REQUESTED BY CUSTOMER. Vanguard SHALL NOT BE LIABLE WHATSOEVER FOR THE USE, MISUSE OR ABUSE OF A CUSTOMER'S IP TELEPHONY BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, CUSTOMER'S EMPLOYEES OR MEMBERS OF THE PUBLIC, BY MISTAKE, AS WELL AS IN CASES WHERE THE CUSTOMER-OWNED PBX IS PIRATED OR HIJACKED BY THIRD PARTIES.

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE, NONPERFORMANCE, OR UNAVAILABILITY OF THE SERVICE SHALL BE FOR Vanguard TO USE COMMERCIALY REASONABLE EFFORTS TO REPAIR OR RESTORE THE SERVICE, OR FOR YOU TO TERMINATE THIS AGREEMENT ACCORDING TO ITS TERMS.

8. Special Disclaimer on Behalf of Building Owners and Managers. YOU ACKNOWLEDGE AND ACCEPT THAT THE FACILITIES AND SERVICES ARE NOT BEING PROVIDED OR MAINTAINED BY THE BUILDING OWNER OR MANAGER; THAT THE OWNER OR MANAGER HAS NO RESPONSIBILITY OR LIABILITY FOR THE INSTALLATION, OPERATION, MAINTENANCE, USE, REPAIR OR REPLACEMENT OF THE FACILITIES, OR THE PROVISION, QUALITY OR SUFFICIENCY OF THE SERVICES; AND THAT BY SUBSCRIBING TO AND ACCEPTING SUCH SERVICE, YOU RELEASE THE OWNER AND MANAGER FROM ANY SUCH LIABILITY. THIS PROVISION IS EXPRESSLY INTENDED FOR THE BENEFIT OF OWNER AND MANAGER.

9. Indemnification. . You agree, at your own expense, to defend, indemnify, and hold harmless Vanguard, its affiliates, suppliers, subcontractors, and representatives from and against any and all claims or liabilities including, without limitation, reasonable attorneys' fees, arising from or relating to the use of the Service by you or someone using your account (whether authorized or unauthorized) or any violation of this Agreement or applicable law, including, without limitation, any claims against Vanguard relating to the content on, or goods or services provided through, the Service, such as defamation claims, copyright claims, privacy claims, obscenity claims, etc. You hereby agree to indemnify, defend and hold harmless Vanguard from and against any and all liabilities, claims, losses, damages or expenses of any kind or nature whatsoever out of your negligence, gross negligence, or willful misconduct in connection with your provision of services or equipment under the agreement.

10. Miscellaneous.

Independent Contractors. Each party hereto is acting as an independent contractor and not as an agent, partner, employer, employee, or joint venture partner of the other.

Force Majeure. The failure of Vanguard to perform any obligation shall be excused as a result of any governmental actions of any kind, wars, strikes, fires, floods, acts of God, telecommunications failures, errors in the coding of electronic files, construction events and erection of building structures that eliminate Line-of-sight or any causes of like or different kind beyond the reasonable control of Vanguard. In the event of a force majeure situation, Vanguard will make best efforts to restore service to the customer.

Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict-of-laws principles. Prior to submitting any formal complaints to governmental/regulatory/trade agencies and prior to commencing any lawsuit against Vanguard, you must notify Vanguard of your grievances and engage Vanguard in a good faith negotiation towards resolution. Any action to enforce this Agreement shall be brought exclusively in the United States District Court for the Southern District of New York, or if there is no jurisdiction in such court, then in a state court in New York County.

Amendment. No amendment or modification of this Agreement shall be valid or binding upon the parties unless in writing and signed by each party.

Headings. All headings are for the convenience of the parties only and shall be given no legal effect.

Waiver. No failure or delay on the part of Vanguard in the exercise of any right or privilege hereunder shall operate as a waiver thereof or of the exercise of any other right or privilege hereunder, nor shall any single or partial exercise of any such right or privilege preclude other or further exercise thereof or of any other right or privilege.

Entire Agreement. This Agreement, including any associated Service Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings or agreements, whether oral or written.

Severability. If any provision of this Agreement is held to be ineffective, unenforceable or illegal for any reason, such decision shall not affect the validity or enforceability of any or all of the remaining portions thereof.

Notice. Any notice to be given hereunder by you to Vanguard WiFi Services shall be in writing against receipt, or certified mail return receipt and shall be addressed to Vanguard WiFi Services at the following address: 3742 62nd Street, Woodside, NY 11377, Attn: (Name of your Account Representative); with a copy to your Account Representative. Notice will be deemed to have been given on the day received, in the case of personal delivery and the third day from posting in the case of other allowable delivery methods. Notices to you shall be sent to the Company address supplied by Customer. The signatory below represents and warrants his or her authority to execute, deliver and perform this Agreement on behalf of the Company named below. Vanguard WiFi Services shall be entitled to rely on any apparent or implied authority of such signatory, which shall result in a binding and enforceable agreement between Vanguard WiFi Services and the Company. Once the Company accepts installation or actually uses any of the Services hereunder, Company waives any right to thereafter object to the validity and enforceability of this Agreement due to an alleged lack of authority by the signatory. Company expressly agrees to this Agreement and to timely pay the charges set forth on the accompanying Service Agreement.

SIGNATURE

By signing below, I certify that I am authorized to accept this order and the attached Terms and Condition on behalf of the company named above.

Company Authorized Signature Date