

WiFi Information

**To order WiFi or for technical support call Triad at
1-877-42TRIAD (1-877-428-7423)**

If you wish to use the Cat Mountain WiFi you will probably need to have an outside antenna installed to be able to receive a signal. (See Cost of External Antenna below.) If you are at Tucson Estates for a short time and have a laptop computer, you may want to go near one of the system antennas – i.e., the Tucson Estates I Circle Area or the Tucson Estates II Club House. The Cat Mountain WiFi operates on the standard WiFi signals. You will need to connect to the TEPOA wireless network

You will need to subscribe to the WiFi service by paying a fee to TEPOA. Cat Mountain WiFi is not free. The fee schedule is below. Please be sure to review the End User License Agreement (EULA) at the end of this web page. Purchasing of Cat Mountain WiFi services is considered your acknowledgement and acceptance of the EULA.

User fees are payable by check in advance to TEPOA at the Tucson Estates I office at 5900 W. Western Way Circle (Phone 520-883-1440.) For example, for a full year TEPOA residents will need to pay 12 x \$17.99 = \$215.88. If you are only visiting and wish to have a short subscription, we provide weekly and monthly rates. For new users, once you have paid your fee, the TEPOA staff will notify one of the volunteers who will contact you to set up your user account. You will be assigned a user name and will need to provide the volunteer with a password. If you are a continuing user, the volunteer will extend your service automatically. If you wish to set up an account and the office is closed, you may contact one of the volunteers to discuss other options (Larry is the preferred contact person.)

	TEPOA Residents	All Other
Weekly	\$14.99	\$19.99
Monthly	\$29.99	\$34.99
3 Months Minimum	\$21.99	\$26.99
6 Months Minimum	\$19.99	\$24.99
12 Months Minimum	\$17.99	\$22.99

Note TEPOA Residents rates apply only to persons living or visiting residents in Tucson Estates I.

Volunteer Contact Information

If you have questions about the WiFi system or what type of high speed connection may be best for you, call a Computer Club volunteer listed below. Primary technical support is by Triad at 1-877-428-7423. Limited technical and system information is available from Larry Macon at 883-6889 (user name and password support,) Jon Shroyer at 940-0014 or Jerry Callanan at 908-9344.

Basic WiFi System Information

In response to an increased user base, our WiFi system, Cat Mountain WiFi, now has a shared download capacity of 6.0 Mbps. While the system normally works with voice over internet protocol equipment such as Skype and Vonage, it should not be used as your only telephone communications system (see 911 exclusion in the EULA.) If you purchase a Magicjack, please do not contact the volunteers with support questions. The system is designed for normal Email and web surfing use. It should work fine for listening to Internet music or other audio broadcasts. It will also support

downloading YouTube and short QuickTime movies. However, if you wish to download full length movies from Netflix or other similar services, please contact Qwest or Comcast to obtain your own dedicated Internet connection.

Cost of External Antenna

To receive the WiFi signal, you will probably need an external WiFi antenna. The fee for an external WiFi antenna and all equipment to connect it to your computer depends upon the type of installation required. The installation is by Triad Wireless with payment directly to Triad.

A standard install with a 5' mast and 4" wall brackets is **\$179.95** plus applicable taxes.

An extended install with a 10' mast and 6" or 12" wall brackets is **\$199.95** plus applicable taxes.

An inner wall or underground install is **\$289.95** plus applicable taxes. **Note:** if you do the under house work and run a pull line from the inside location to the outside wall before Triad arrives, then the standard or extended install price will apply (call a Computer Club member for more information.)

Additional installation services are available from Triad (all prices plus applicable taxes):

Wireless Router - \$75.00 for one computer plus \$15.00 per additional computer

Wall jack - \$35.00

Recommended Computer Systems

The minimum recommended PC is a Pentium 4 with 2 GB of RAM and Windows XP or a Dual Core Processor and a minimum of 3 GB of RAM for Vista or Windows 7. All computers connected to the WiFi system should have updated virus protection. A virus protection program may be purchased from Norton or McAfee, or there are free programs available such as AVG, Microsoft or Avast. Each user is responsible for their own virus protection.

The system will also support Mac computers. However, the volunteers have very limited knowledge of Mac Computers.

CAT MOUNTAIN WiFi

End User License Agreement (EULA)

THANK YOU FOR CHOOSING CAT MOUNTAIN WiFi for your High Speed Internet Connection!

1. This Is a Contract Between You and CAT MOUNTAIN WiFi.

This is a contract between you and Tucson Estates Property Owners Association, an Arizona non-profit corporation dba CAT MOUNTAIN WiFi (located 5900 W. Western Way Circle, Tucson, AZ 85713). We will refer to ourselves in this contract as either “CAT MOUNTAIN WiFi,” “we” or “our.” You are an individual person. You must be at least 18 years old. The facts you give us must be complete and correct. This contract covers your use of this service, and includes any other related services, software, support, content and other media, papers, updates or upgrades. We refer to these all as the “Service.” This contract becomes effective upon your first use of the Service, and your use of the Service signifies your acceptance of its terms.

Please note that this contract limits our liability and we do not provide warranties for the Service. The contract also limits your remedies. These terms are in Sections 8 and 9, and we urge you to read the terms carefully.

2. How and When You May Use the Service.

We provide the Service for your personal use. This is a service shared with your co-users. You are limited to a maximum download of ten (10) gigabytes per month. If you exceed this limit, your Service may be interrupted. You may start using the Service right after you finish the sign-up process. You may not use the Service for commercial purposes or in a way that is against the law or objectionable (including, but not limited to, communications that are threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortuous, contains explicit or graphic descriptions or accounts of sexual acts, uses vulgar language in the creation of a screen name). We may tell you about additional and specific harmful or unacceptable uses in a code of conduct or other notice available through the Service. However, we have no duty to do so.

NO 911 SERVICE. You are hereby notified that this wireless service provides only point-to-point communication services, and does not provide 911, E911, or other emergency, operator or ancillary services that are usually available through local telephone services.

3. Spam Is Prohibited and Causes Damage; Spam Filtering Technology.

Without limiting the general nature of Section 2, you will not use the Service to transmit, either directly or indirectly, or facilitate the transmission of any unsolicited bulk e-mail or unsolicited commercial e-mail. We may use filtering technology or other measures in our efforts to stop unsolicited bulk e-mail and unsolicited commercial e-mail.

4. You Are Responsible For Your Service Account.

You are responsible for all activity under your Service account. You are responsible for keeping confidential any password for your Service account.

5. Charges and Billing.

- 5.1 Payment in Advance through Tucson Estates I Office Only. All charges are to be paid in advance using either a check or cash. When your paid subscription period expires,

you may subscribe again using the same procedure. CAT MOUNTAIN WiFi reserves the right to change the payment procedure. If this is done, the new procedure will be posted on the CAT MOUNTAIN WiFi web page.

5.2 Prices and Price Increases. We may change the price of the Service from time to time. We will tell you before any change by email or online posting. A price change becomes effective on your account only when your paid subscription period expires and will apply to the next paid subscription period(s).

5.3 Refund Policies. All payments are non-refundable unless expressly stated otherwise, or as may be required by applicable law. The costs of any equipment returns will be at your expense, unless otherwise provided by law.

6. Communications Monitoring.

We consider your use of the Service, including the content of your communications, to be private. We do not routinely monitor your communications or disclose information about your communications to anyone. However, to the maximum extent permitted by law, we may monitor your communications and may disclose information about you, including contents of communications, if we deem it necessary to: (A) conform to legal requirements or respond to legal process; (B) ensure your compliance with this contract; or (C) protect the rights, property, or interests of CAT MOUNTAIN WiFi, its employees, its customers, or the public.

7. How We May Change the Contract.

If we change this contract, we will tell you at least 30 days before the change is in force. We will tell you of the change by e-mail or online posting. We may also use other ways that we believe will reach you. If you do not agree to these changes, then you must cancel and stop using the Service before the changes are in force. If you do not stop using the Service, then your use of the Service will continue under the changed contract and means that you have accepted the terms of the changed contract.

8. WE MAKE NO WARRANTY.

ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS AND SERVICES INCLUDED OR AVAILABLE THROUGH CAT MOUNTAIN WiFi ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE. CAT MOUNTAIN WiFi GIVES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING (BUT NOT LIMITED TO) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW: CAT MOUNTAIN WiFi DOES NOT WARRANT THAT THE CONTENT OF ANY INFORMATION IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE CONTENT TRANSMITTED IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THE SERVICE IS SOLELY AT YOUR RISK.

9. LIABILITY LIMITATION; YOUR EXCLUSIVE REMEDY.

You can recover from the CAT MOUNTAIN WiFi only direct damages up to an amount equal to your Service fee for one month. To the extent permitted by law, you cannot recover any other damages, including lost profits, consequential, punitive, special, indirect or incidental damages.

This limitation applies to:

- any matter related to the Service,
- any matter caused by third party installers or equipment installed on your premises,

- any matter related to content (including code) on third party Internet sites, third party programs or third party conduct,
- any matter related to viruses or other disabling features that affect your access to or use of the Service,
- any matter related to incompatibility between the Service and other services, software and hardware,
- any matter related to delays or failures you may have in initiating, conducting or completing any transmissions or transactions in connection with the Service in an accurate or timely manner, and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law. It also applies even if:
 - this remedy does not fully compensate you for any losses, or fails of its essential purpose; or
 - CAT MOUNTAIN WiFi knew or should have known about the possibility of the damages.

10. Changes to the Service; Our Cancellation of Service.

We may change the Service or delete features at any time and for any reason. We may cancel or suspend your Service at any time. Our cancellation or suspension may be without cause and/or without notice. Upon Service cancellation, your right to use the Service stops right away. Our cancellation of the Service will not alter your obligation to pay all charges made to your Billing Account. If we cancel the Service in its entirety without cause, then we will refund to you, on a pro-rata basis, the amount of your payment corresponding to the portion of your Service remaining right before the cancellation.

11. Choice of Law and Location for Resolving Disputes.

Claims for breach of this contract will be subject to the laws of the State of Arizona, without reference to conflict of laws principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be subject to the laws of Arizona.

You consent to the exclusive jurisdiction and venue of state or federal courts in Pima County, Arizona, USA, for all disputes relating to this contract or the Service. You cannot revoke this consent.

12. Interpreting the Contract.

All parts of this contract apply to the maximum extent permitted by law. A court may hold that we cannot enforce a part of this contract as written. If this happens, then that part will be replaced with terms that most closely match the intent of the part that we cannot enforce. The rest of this contract will not change. This is the entire contract between us regarding your use of the Service.

13 Assignment.

We may assign this contract, in whole or in part, at any time with or without notice to you. You may not assign this contract, or any part of it, to any other party. Any attempt by you to do so is void.

14. Claim Must Be Filed Within One Year.

Any claim related to this contract or the Service must be brought within one year. The one-year period begins on the date when the claim first could be filed. If it is not filed, then that claim is permanently barred. This applies to you and your successors. It also applies to us and our successors and assigns.

15. Our Notices to You; Consent Regarding Electronic Information.

This contract is in electronic form. There may be other information regarding the Service that the law requires us to send you or that pertains to the terms of this contract. We may send you this information in electronic form. You have the right to withdraw this consent, but if you do, we may cancel your Service. We may provide required information to you: (A) via e-mail at the e-mail address you specified when you signed up for your Service; (B) by access to a CAT MOUNTAIN WiFi web site that will be designated in an e-mail notice sent to you at the time the information is available; or (C) by access to a CAT MOUNTAIN WiFi web site that will be generally designated in advance for this purpose. Notices provided to you via e-mail will be deemed given and received on the transmission date of the e-mail. If you would like a copy of this information or this contract in paper form, you may request one from us. You must make a request for a paper copy within 120 days after we first provided this contract to you in electronic form. If you do not, we may not provide you a paper copy. We may charge a reasonable fee for providing paper copies.

As long as you access and use the Service, you will have the necessary software and hardware to receive these notices. If you do not consent to receive any notices electronically, you must stop using the Service.