

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.

## 1. INTERNET LOCATION(S)

### METROPOLITAN PAVILION

S. Pavilion  N. Pavilion  Met Suite (2nd Fl.)  Gallery (4th Fl.)  The Level (5th Fl.)

## 2. EVENT SUPERVISOR CONTACT

Full Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Mobile: \_\_\_\_\_  
 On-Site Contact: \_\_\_\_\_  
 On-Site Mobile: \_\_\_\_\_

## 3. EVENT INFORMATION

Event Name: \_\_\_\_\_  
 Event Date(s): \_\_\_\_\_  
 Booth # (if applicable): \_\_\_\_\_  
 Equip Load-In Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Equip Load-Out Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Connection Start Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Connection End Date: \_\_\_\_\_ Time: \_\_\_\_\_

## 4a. Wi-Fi INTERNET ACCESS

Wi-Fi for 1 DAY		Number of Devices	Wi-Fi for 2-6 DAYS		
5/5 Mbps	10/10 Mbps		5/5 Mbps	10/10 Mbps	
\$15	\$20	< 1	\$19	\$25	\$ _____
\$150	\$180	< 10	\$188	\$224	\$ _____
\$250	\$375	< 25	\$329	\$469	\$ _____
\$525	\$650	< 50	\$657	\$812	\$ _____
\$675	\$870	< 75	\$844	\$1087	\$ _____
\$900	\$1200	< 100	\$1125	\$1500	\$ _____
\$1350	\$1525	< 150	\$1687	\$1906	\$ _____
\$1800	\$1950	< 200	\$2249	\$2437	\$ _____
\$2250	\$2925	< 300	\$2610	\$3655	\$ _____
\$3000	\$3900	< 400	\$3460	\$4874	\$ _____
\$3750	\$4875	< 500	\$4350	\$6092	\$ _____
\$7500	\$9750	< 1000	\$8700	\$12,185	\$ _____

MISC: Wi-Fi Internet Access for \_\_\_\_\_ Devices for \_\_\_\_\_ Day(s). Bandwidth profile is \_\_\_\_\_ Mbps. \$ \_\_\_\_\_

## 4b. CUSTOMIZED WI-FI NETWORK (SSID and password must be a string of at least 8 alphanumeric characters, no spaces)

Unique Network Name and Password (SSID and Password) - \$200 each \_\_\_\_\_ \$ \_\_\_\_\_  
 Website Redirect or Firewall Policy Changes - \$200 each \_\_\_\_\_ \$ \_\_\_\_\_

## 5. DEDICATED HARDLINE(S)

BANDWIDTH	1 DAY	2-6 DAYS
5/5 Mbps	\$599	\$699
10/10 Mbps	\$1078	\$1257
20/20 Mbps	\$1440	\$1679
50/50 Mbps	\$2395	\$2794
100/100 Mbps	\$3194	\$3992

### \*Don't see what you need?

If you need Wi-Fi bandwidth above 10/10 Mbps, if you have more than 200 devices, or if you need solutions not found on this page, please contact IOT Network via email or phone. \$ \_\_\_\_\_  
 Discounts for Non-Profit organizations are available. (Verification of "501c3" is needed). Please contact us. \$ \_\_\_\_\_  
 \$ \_\_\_\_\_

## 6. ON-SITE TECH SUPPORT

DAY(S)	TIME OF DAY	COST OF LABOR	START TIME	END TIME	DATE	
MON-FRI	8 AM – 6 PM	\$95/hr.	_____	To _____	On _____	\$ _____
MON-FRI	6 PM-8 AM	\$135/hr.	_____	To _____	On _____	\$ _____
WEEKEND		\$195/hr.	_____	To _____	On _____	\$ _____

## 7. ORDER TOTAL

TOTAL AMOUNT DUE: \$ \_\_\_\_\_

### CREDIT CARD AUTHORIZATION INFORMATION

Cardholder Name \_\_\_\_\_ Credit Card Number \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip: \_\_\_\_/\_\_\_\_  
Expiration Date \_\_\_\_\_ CVV# \_\_\_\_\_  VISA  AMEX  MC  DISCOVER  
Cardholder Signature \_\_\_\_\_

\* ACH / Wire payment; please see below for routing information.

### CREDIT CARD AND PAYMENT POLICIES

All new service orders require a 50% deposit to be paid by check, cash or wire transfer. IOT Networks require payment in full, 21 days prior to your event. For any additional service orders we require payment in full at the order after that time, we require payment in full at the time the service(s) are ordered. We require the Credit Card Authorization Information box above signed with the initial order form. We will use this authorization to charge your account for items not covered by your initial payment.

#### **Payment Due Date**

All invoice balances are due 21 days prior to your event - for circumstantial exceptions, please contact IOT Networks. Any charges incurred after the due date require payment in full at the time they are ordered. Your credit card authorization will allow us to charge your account accordingly.

#### **Method Of Payment**

IOT Networks accepts American Express, MasterCard, Visa, check, and bank wire transfer. Any fees associated with bank wire transfer are your responsibility. Purchase orders are NOT CONSIDERED PAYMENT! All payments must be made in U.S. funds drawn on a U.S. Bank.

#### **Tax Exemption Status**

If you are tax exempt in New York State, you must provide us with a New York State Sales Tax Exemption Certificate. The certificate must clearly indicate the name, address and corporate identification number of the exempt corporation. We do not accept 2nd party certificates. We must receive the certificate with your initial order otherwise tax will appear on your invoice. A \$25.00 taxable service fee will be charged against your account for each invoice adjusted because of late submission of the exemption certificate.

#### **NSF Checks**

A \$35.00 fee will be charged against your account. Re-payment of insufficient funds (NSF) checks requires payment by certified check only. No exceptions.

#### **Bank Wire Transfer Information**

Bank Name: Chase Bank, USA  
Bank Routing Number (ABA Number): 021000021  
  
Bank Account Name: Vanguard WiFi Services  
Bank Account Number: 700750786  
Company Address: 3742 62nd St, Woodside, NY 11377

## IOT NETWORKS SERVICE AGREEMENT

**FORMAL INVOICE FOR SERVICES TO FOLLOW EXECUTION OF THIS SERVICE AGREEMENT. ALL PAYMENT FOR SERVICES ARE DUE PRIOR TO EVENT START DATE.**

## IOT NETWORKS SERVICE AGREEMENT

These Terms and Conditions (the "Agreement") apply to any Services (as defined in the Service Agreement) that you (the "Customer") receive from IOT Networks LLC. ("IOT") or its representatives, affiliates, subsidiaries, successors, or assignees (collectively, "IOT"); are pursuant to your IOT Service Agreement(s); apply to each Service (whether offered on a stand-alone basis or in an integrated package); and shall take precedence in any conflict with your Service Agreement(s).

**1. Payment Policy.** Customer agrees to pay all Service fees, incidental charges (including, but not limited to, charges associated with installation, expedites, moves, adds, changes, deletions and cancellations), federal, state and local taxes, surcharges, and other charges incurred on or through your account, including charges specified on the Service Agreement and any equipment purchases made through your account. Billing for each Service provided by IOT shall commence upon the completion of installation of such Service, which shall be defined as the date on which IOT tests and turns up such Service and notifies you that Service is available for use. IOT is not responsible for any delays that impede your ability to use the installed Service, including, but not limited to, delays requested by you or caused by a third party or delays incurred as a result of problems connecting the installed Service to your LAN, PBX, or other customer premises equipment ("CPE") by you or a third party. Furthermore, IOT may charge additional fees for changes made by you to orders after the Service Agreement is signed by you, but before the Service is installed.

All payments hereunder to IOT shall be due upon your receipt of IOT's invoice. For your convenience, payment options include check, money order, or credit card (Visa, MasterCard, or American Express). Interest charges will be added to any past due amounts at the lower of 1.5% per month or the maximum rate allowed by law, prorated for each day past 30 days that payment is due.

**2. Term.** For ongoing Services, the term specified on the applicable Service Agreement shall commence on the date of installation. Notwithstanding the foregoing, this Agreement shall become effective on the date it is accepted by IOT and shall remain in effect until the end of the term set forth in the Service Agreement for each of the Services. At the end of the term the Service Agreement will continue on a month-to-month basis.

**3. Acceptable Use.** You agree not to use or allow the use of the Service to in any way transmit or post material that: (a) is prohibited by any law or regulation, or facilitates or encourages the violation of any law or regulation; (b) disrupts third parties' use or enjoyment of any Services; (c) invades the privacy of third parties, or violates the intellectual property rights or other rights of IOT or any third party; (d) is abusive, profane, libelous, slanderous, obscene, threatening, misleading, harassing, discriminatory, or otherwise harmful or objectionable; (e) causes the transmission or propagation of any virus, worm or other harmful or disruptive component; (f) violates or tampers with the security of any computer equipment, network, or program; (g) constitutes, facilitates, or encourages unsolicited commercial email or "spam"; (h) violates any other use requirement of which IOT may notify you from time to time or that is contained in any acceptable use policy posted on IOT website. This Agreement together with the actual removal of material or denial of access to material by IOT is deemed notice to you within the meaning of the Digital Millennium Copyright Act., and is designed for Customers with normal usage characteristics. IP Telephony calling for any unlawful or illegal purposes made by Customer is prohibited and will result in immediate shutdown of Services. All associated usage charges including Early Termination Fees will be billed to the Customer and it is the Customer's sole responsibility to pay in full.

**4. Limitations.** Your Service may have certain storage space and bandwidth utilization limitations. You agree that IOT may measure your storage space and bandwidth usage and in other ways enforce such limitations.

**5. Protection of Systems or Business.** You agree that IOT may also monitor use of the Service and such use or other information related to your account, including but not limited to the identity of the IP address owner or the usage records generated by the customer, as IOT reasonably feels is necessary to maintain, repair, and protect its systems or business. IOT may disclose such information when ordered by subpoena, court order, or governmental agency.

**6. Unauthorized and Authorized Third Party Use.** You are responsible for ensuring the confidentiality of any password you obtain from IOT and for the consequences of any unauthorized use of your Service. If you have reason to believe that your account with IOT is no longer secure, you must promptly notify your IOT Customer Service Representative. You shall also be responsible for ensuring compliance with any Service obligations or restrictions under this Agreement by any customers of yours or other third parties authorized by you to use your account, including, but not limited to, being fully liable to IOT for any charges incurred as a result of such usage

**7. General and Specific Disclaimer of Warranties; Limitation of Liability; and Remedies.** YOU EXPRESSLY AGREE THAT THE SERVICES, INCLUDING ANY ASSOCIATED INSTALLATION, MAINTENANCE, OR REPAIR AND ANY ASSOCIATED EQUIPMENT OR SOFTWARE, IS PROVIDED TO YOU ON AN "AS IS," AS AVAILABLE" BASIS WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IOT SPECIFICALLY DOES NOT WARRANT (A) THAT THE SERVICES INCLUDING SECURITY SERVICES WILL BE (1) UNINTERRUPTED AND CONTINUOUS, (2) ERROR OR VIRUS FREE AND SECURE FROM THIRD PARTY INTRUSIONS, AND (3) COMPATIBLE WITH YOUR EQUIPMENT; (B) THAT YOUR SERVICES WILL BE AVAILABLE FOR THE TERM OF YOUR SERVICE AGREEMENT, OR WILL CONTINUE TO BE AVAILABLE; AND (C) THAT IOT WILL CONTINUE TO HAVE ALL NECESSARY ACCESS RIGHTS TO YOUR BUILDING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IOT ALSO DOES NOT WARRANT ANY SERVICE, EQUIPMENT, OR SOFTWARE PROVIDED BY A THIRD PARTY FOR WHICH IOT IS A RESELLER OR SALES AGENT.

IOT SHALL NOT HAVE ANY LIABILITY FOR INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES SUFFERED BY YOU OR ANY OTHER PARTY, REGARDLESS OF WHETHER OR NOT YOU OR SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IOT'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL SERVICE FEES PAID TO IOT IN THE PRIOR THREE (3) MONTHS OF THE AGREEMENT.

THE DISCLAIMERS OF WARRANTY, LIMITATIONS OF LIABILITY AND REMEDIES SET FORTH IN THIS SECTION ALSO APPLY TO IOT SUPPLIERS AND SUBCONTRACTORS. THE REMEDIES SET FORTH IN THIS SECTION ARE THE MAXIMUM FOR WHICH IOT AND ITS SUPPLIERS AND SUBCONTRACTORS ARE COLLECTIVELY RESPONSIBLE. UNDER NO CIRCUMSTANCES SHALL IOT 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 IOT 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 IOT SHALL NOT BE LIABLE FOR ANY LOSS OF DATA IN CONNECTION WITH THE SERVICES, INCLUDING ANY RELATED INSTALLATION OR REPAIR ACTIVITY.

IOT ASSUMES NO LIABILITY WHERE ANY CLAIM ARISES OUT OF CUSTOMER BEING PROVIDED WITH IP ADDRESSES OTHER THAN THE ONE(S) REQUESTED BY CUSTOMER. IOT 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 IOT 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 IOT, 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 IOT 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 IOT 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 IOT 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 IOT. In the event of a force majeure situation, IOT 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 IOT, you must notify IOT of your grievances and engage IOT 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 IOT 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