

RAZZOLINK

Equipment Sale and/or Purchase AND USE AGREEMENT

RAZZOLINK, a California corporation (hereafter “**Company**”) licensed to provide the services and equipment called for by this Service Equipment Rental and Use Agreement (“**Agreement**”), and the person(s) and/or entity accepting the terms and conditions of this Agreement (hereinafter “**Customer**”), agree:

1. Property and Terms.

Company hereby sells to **Customer** the equipment (“**Customer** Premise Equipment” or “**CPE**”) and accessories described herein, and made a part hereof as well as the General Terms and Conditions (as accepted at Razzolink.com website) and such further agreements as required by Razzolink providers or suppliers. The General Terms and Conditions are adopted herein and made a part of this Agreement. The charge for the Razzolink Equipment Purchase under this agreement shall be made with a single payment in the amount of \$299.95.

2. Use and Ownership.

Company shall deliver said equipment at **Customer's** premises at (**Customer** input). All payments made herein and through the term of this agreement shall be charged to **Customer** on a credit or debit account issued from a nationally recognized bank or other financial institution acceptable to **Company**. The service covered hereby may be used by **Customer** at the location stated above and shall not be permanently removed there from or sublet, or otherwise disposed of, nor assigned without the previous consent of **Company**.

3. Installation & Deposits.

Installation shall be completed by **Company** at **Customer's** premises, by connection to the **Customer's** computer or router. Fees for any installation necessitating additional assistance, materials or cable will be estimated by **Company** before work is begun, and **Customer** may be billed accordingly. Razzolink assumes no responsibility for the condition, repair or maintenance of any **Customer**-owned equipment, nor does the **Company** assume any liability for loss or impairment of reception of computer service due in whole or in part to a malfunction, incapacity or defect in **Customer**-owned equipment. Installation necessitating assistance, materials or cable will be estimated by **Company** before work is begun, and **Customer** may be billed accordingly.

Should you request that the installer help move your property, or other furniture, the installer and **Company** will be held harmless from any damage that might occur as a result.

Customer agrees that they will not, nor allow anyone else to, siphon, tap, transfer, move, retransmit, reconnect or resell to any other person or entity any of Razzolink's signal arriving at the premises. You agree to grant to Razzolink reasonable access upon reasonable notice to the service dwelling property from the purpose of installing, maintaining or disconnecting service.

Customer warrants that they have all the necessary authority to grant access and agree to hold the **Company** harmless from any and all charges resulting from the **Company's** access pursuant to **Customer's** authorization.

4. Billing and Programming.

Customer Agrees to pay the installation or Reconnect Service Fee (in the event of an involuntary disconnection) and to pay the initial monthly service charge in advance upon deliver and connection of the wireless service.

If **Customer's** wireless service is interrupted for more than twenty-four (24) hours and **Company** is at fault, **Customer** may be entitled to a service credit. To arrange for a service credit to your account, please call **Company** at (831) 789-8149. **Customer** is also free to write **Company** at Razzolink, 23 Avenida de Orinda, Suite 43G, Orinda, CA 94563 or **Customer** can email the **Company** for a credit request at customercare@razzolink.com.

All services, rates and charges, or any services provided are subject to change at any time without notice.

5. Disconnection and/or Termination of Service.

Customer acknowledge that service is subject to disconnection after the **Company** sends you notice that your account is delinquent. A Reconnect Service Fee will be required to restore service.

Company reserves the right to refuse service to anyone (a) who does not provide proper identification, (b) who is unable to provide payment information and authorization; (c) who is unable to provide adequate documentation to verify past or current occupancy for purposes of account collections; (d) any situation that presents a threat, actual or implied, to any employee of, or the Company.

6. Warranty and Breakdown.

It is understood that **Company** has made no guaranty or warranties regarding the purchased equipment as to material, workmanship, or the capacity of the equipment, except as may be provided by the manufacturer.

Company shall not be responsible for any loss of time or any other loss resulting from any equipment breakdown or other failures.

7. Billing and Payment of Charges

Payment for all charges made shall be made in advance, following the successful completion of the service installation as a charge to **Customers** pre-approved national, credit card or debit card. A successful installation will be defined as wherein a customer is able to access the internet from the equipment installed. You will receive a monthly statement by email. Billing cycles may change from time to time. You are responsible for paying all charges for or resulting from service provided under this Agreement. Charges include, without limitation, airtime, roamer, monthly lease fees (if applicable); recurring monthly service, administrative and late payment charges; network surcharges; optional features charges; and, applicable taxes and governmental fees, whether assessed directly upon you or upon **Company**. You agree that **Company** may add its own charges to those charged by third parties. The prices for service do not include applicable taxes, fees, surcharges or assessments. **Company** may add to your bill, and you agree to pay, such applicable taxes, fees, surcharges or assessments. Monthly service and certain feature charges are billed on month in advance.