

RAZZOLINK

EQUIPMENT RENTAL 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 rents to **Customer** the equipment ("**Customer** Point Equipment" or "CPE") and accessories described herein, and made a part hereof for so long as **Customer** remains a subscriber to any services provided by Company. This Agreement shall commence on the date the equipment is installed upon **Customer's** premises. **Customer** may terminate this Agreement at any time after twenty-four (24) consecutive months of service in accordance with the provisions set forth in Paragraph 3 below, provided if **Customer** terminates this Agreement at any time prior to the expiration of the twenty-four (24) month Agreement term, an early termination fee of \$320.00 shall be charged **Customer**. Termination of this Agreement does not release **Customer** from the obligation to pay all accrued charges under this Agreement. Should **Customer** terminate this Agreement they shall remain obligated to the terms herein and such other terms contained in this Agreement as well as the General Terms and Conditions and such further agreements as required by **Company** providers or suppliers. **The General Terms and Conditions are adopted herein and made a part of this Agreement. Company regularly updates and amends the General Terms and Conditions. Customer should Consult Company's website to be sure Customer remains in compliance.**

The charge for service and equipment rental under this Agreement shall be \$13.95 (plus sales tax).

2. Rental Use and Ownership.

Company shall deliver and install said equipment to the **Customer's** premises and **Customer** shall pay a monthly rental for the use of said equipment at the monthly rate set forth above in Paragraph . An additional installation fee may apply. The initial rent is due and payable before the first (1st) day of service and continuing monthly for the term of this Agreement. All payments made herein and through the term of this Agreement shall be automatically charged to **Customer** on a credit or debit account issued from a nationally recognized bank or other financial institution acceptable to **Company**.

The equipment 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 this Agreement assigned without the prior consent of **Company**. Consent to permanently remove the equipment from **Customer's** Premises, must be approved by **Company** in writing, which approval shall not be withheld following **Customer's** proof of establishing a new permanent residence, which must be located within the company's service area and able to get service from an existing company's point to multi point transmitter. It is expressly understood that this is an agreement of rental only, and that **Customer** acquires no right, title, or interest in or to the described herein during the term of this Agreement, other than the right to the possession and use of the same in accordance with the terms of this Agreement. Any identification tags attached to equipment shall not be removed.

3. Installation & Deposits.

Customer agrees to permit **Company** to enter **Customer's** home and property at reasonable times to install, connect, disconnect, repair or inspect all equipment used to provide service under this Agreement. Installation shall be completed by **Company** at their premises, by connection to the **Customer's** computer. Fees for any installation necessitating assistance, materials or cable will be estimated by **Company** in writing before work is begun, and **Customer** may be billed accordingly.

Company 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. **Company** does not

provide technical assistance for third-party hardware or software, including but not limited to home networks or gaming systems. Any questions concerning third-party hardware or software should be directed to the manufacturer of that product.

Should **Customer** request that the installer help move property or furniture, the installer and Company shall not be liable for any damage, loss or destruction of such property or furniture and **Customer** shall indemnify and hold **Company** harmless from and against any to claims for damaged property.

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 **Company's** signal arriving at the premises. You agree to grant to **Company** reasonable access upon reasonable notice to the service **Customer's** home and property for the purpose of installing, maintaining or disconnecting service or recovering its equipment. **Customer** warrants that they have all necessary authority to grant access and agree to indemnify and hold the **Company** harmless from any and all claims for injury or damage to persons or property arising in any way from the Company's access pursuant to **Customer's** authorization and from claims of the owner of the premises arising out of the performance of this Agreement. .

Customer agrees to assume responsibility for the **Company's** equipment and to compensate **Company** for the loss, damage, destruction and/or disappearance of any equipment which is above and beyond normal wear and tear at the following assessment of \$320 for each CPE, and in such event, **Customer** agrees not to assert a claim or defense against the **Customer's** card issuer or otherwise provide notice of dispute of such charge.

4. Customer Payment Obligations.

Customer agrees to pay the one time installation fee or reconnect service fee (in the event of an involuntary disconnection) and the first month's equipment rent and service charge in advance upon delivery and connection of wireless service. **Customer** agrees to pay the charges for service and equipment rental when due and be responsible for any and all charges, damages, and costs that **Customer** or anyone using **Customer's** account incurs. If **Customer's** payments are not current, **Company** may impose a late fee, the service may be disconnected, and **Company** may remove **Company's** equipment from **Customer's** premises. **Company** may charge an insufficient funds fee of \$25 or to the extent permissible under applicable law for all bankcard/credit card charge backs. The **Customer** must replace/pay the declined card amount (plus applicable insufficient funds fee), and in any event, the **Customer** acknowledges and agrees that **Company** has the right to present to **Customer's** banking institution for payment via electronic funds transfer, any declined card amount and the applicable insufficient funds fee. **Customer** will also be liable to pay **Company** for all attorneys' fees, collection fees or other expenses arising from efforts to collect any unpaid balances on **Customer's** account.

If wireless service is interrupted for more than twenty-four (24) hours and **Company** is at fault, you may be entitled to a service credit. To arrange for a credit to your account, please call **Company** at 1(800) 913-7299 (RAZZ). You are also free to write us at Razzolink at 6114 La Salle Ave., #458., Oakland, CA 94611 or at customerservice@razzolink.com.

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

5. Disconnection, Early Termination and/or Termination of Service.

Customer acknowledges 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.

The **Customer** grants **Company** (at **Company's** sole discretion) the right and ability to charge for the CPE at a cost per CPE of up to \$320 to **Customer's** bankcard/credit card, if the **Customer** elects to terminate this agreement prior to the end of this Agreement's two year term, and/or if the **Customer's** account is more than three (3) months delinquent. In any such event, **Customer** agrees not to assert a claim or defense against the **Customer's** card issuer or otherwise provide notice of dispute of such charge.

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; and (d) in any situation that presents a threat, actual or implied, to any employee of, or the **Company**.

6. Billing and Payment of Charges.

Payment for all charges made shall be made in advance and as a charge to **Customers** pre-approved national, credit card or debit card. If **Customer** requests in writing, **Customer** will receive a monthly statement by email. Billing cycles may change from time to time. **Customer** is responsible for paying all charges for or resulting from services 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 feature charges: and, applicable taxes and governmental fees, whether assessed directly upon you or upon **Company**. **Customer** agrees 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 **Customer's** bill, and **Customer** agrees to pay, such applicable taxes, fees, surcharges or assessments. Monthly service and certain feature charges are billed one month in advance.

7. Miscellaneous.

Customer agrees that **Company** will not be liable for any inconvenience, loss, liability or damage resulting from any failure or interruption of service, directly or indirectly caused by circumstances beyond its control, including but not limited to labor disputes, acts of war, natural causes, mechanical or power failures, or any order, law or ordinance in any way restricting the operation of service.

This Agreement constitutes the entire agreement with respect to the providing of service and equipment rental and supersedes all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of the parties with respect to the subject matter of this Agreement. **Customer** may not assign this Agreement, or **Customer's** rights or obligations under this Agreement, without **Company's** prior written consent. **Company** may transfer or assign any portion or all of this Agreement at any time without notice to **Customer**, and **Customer** waives any such notice which may be required.

This Agreement and all matters arising out of or related to this Agreement will be governed by the laws of the State of California, without regard to conflicts of law provisions. If any term, covenant, condition or portion of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law. Except as otherwise provided herein, the failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. **Company** may change, amend, alter, or modify this Agreement at any time. **Company** may notify **Customer** of any change either by posting that change on **Company's** website ([www. Razzolink.com](http://www.Razzolink.com)) or by sending notice to **Customer**. If **Customer** continues to use the service after such notice, **Customer** agrees that such continued use shall be deemed to be **Customer's** acceptance of those changes.