

### RAZZOLINK SERVICE Equipment Sale and/or Purchase AND USE AGREEMENT

**RAZZOLINK**, a California corporation licensed to provide the services and equipment called for by this Agreement (hereafter "Company"), 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 Point Equipment or C.P.E.) 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 **Razzolink** Equipment Purchase under this agreement shall be made with one (1) payment at the time of installation as follows:

Equipment:	\$ (plus sales tax)	Per CPE
Antenna:	\$ (plus sales tax)	Per Antenna

The monthly charge for **Razzolink** Services under this agreement shall be as follows:

Residential Service Packages:	Residential Deluxe Residential Premier Residential Premier Plus
Business Service Packages:	Business Platinum Business Platinum Plus

### 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. Fees for any installation necessitating additional assistance, materials or cable will be estimated by **Company** in writing 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.

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 for the purpose of installing, maintaining or disconnecting service. **Customer** warrants that they have all 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.

You agree 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 wireless service

If your wireless service is interrupted for more than four hours and **Razzolink** 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 5091 Dublin Ave., Oakland, CA 94602 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 and/or Termination of Service.

You 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.

**Razzolink** 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; (e)

## 6. Warranty and Breakdown.

It is understood that **Company** has made no guaranty or warranties regarding the leased 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 and as a charge to customers pre-approved national, credit card or debit card. 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 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 **Razzolink**. You agree that **Razzolink** may add its own charges to those charged by third parties. The prices for service do not include applicable taxes, fees, surcharges or assessments. **Razzolink** 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 one month in advance.

Accepted \_\_\_\_\_ Date:\_\_\_\_\_