

TERMS OF SERVICE

THIS NOTICE DESCRIBES THE TERMS AND CONDITIONS TO WHICH ZUMACOM WILL PROVIDE ITS CUSTOMERS WITH HIGH SPEED WIRELESS INTERNET.

BY USING ZUMACOM INTERNET SERVICE OR EQUIPMENT, YOU ARE AGREEING TO THESE TERMS AND CONDITIONS.

NOT reading this document does not limit your liability regarding your subscription. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE NOTIFY ZUMACOM IMMEDIATELY, AND ZUMACOM WILL CANCEL YOUR SERVICE. HOWEVER, CANCELLATION OF YOUR SERVICE DOES NOT RELIEVE YOU OF YOUR OBLIGATIONS UNDER THIS AGREEMENT.

This agreement shall be in effect for an initial term commencing with service inception and continuing as long as service is provided.

Zumacom may modify the Terms and Conditions of this agreement at any time. The most current Terms and Conditions can be found on the Zumacom web site at www.zumacom.com The prices for service are subject to change. Current prices, as well as the Zumacom Acceptable Use Policies referenced in this document, can be found on our website at www.zumacom.com.

1. USE OF SERVICE AT YOUR OWN RISK

The customer is solely responsible for the content of communications on the Internet. The service provided by Zumacom is "as is" and at your own risk. Zumacom denies any responsibility for the accuracy of information obtained through the service. The transmission of data over an Internet connection is subject to errors, delays, and interruptions. Zumacom is not responsible or liable for any errors, delays, or interruptions. The customer understands that current regulatory and technical issues prohibit expectation of privacy when using Internet services.

2. LIABILITY

Customer assumes all responsibility for use of the service and acknowledges that interruptions of service may occur.

Zumacom does not assume any liability whatsoever for any damage to customer equipment or customers inability to access or use the service. Zumacom shall not be liable, for any damages, consequential, incidental, special or other indirect damages, nor for economic loss, personal injury, or property damage sustained by Customer or any third parties.

Zumacom will not be liable for interruptions in Service caused by your hardware or software, failure of communication services, power outages, or other interruptions not within the complete control of Zumacom. Zumacom makes no warranties, expressed or implied, including but not limited to availability

of service, speed, capacity, or quality. Zumacom is not responsible for maintaining or supporting any equipment owned by the customer.

3. ACCESS, INSTALLATION, EQUIPMENT

Access

Customer warrants that they are at least 18 years of age and either own the premises at the location given in the service order or have received written permission from the owner to make any changes to the premises needed to install and power the Equipment and receive the Service.

In the case of an apartment or condominium, Customer warrants that they have confirmed that placement of an access device including antenna, if needed, in a common area is not in violation of building owners or other restrictions.

Customer authorizes Zumacom and its employees, agents, contractors and representatives to enter customer premises in order to install, inspect, repair, and if necessary remove Zumacom Equipment.

Installation

Zumacom will not be liable for any alterations to customer's premises that result from the installation or removal of the equipment and/or wiring including any holes in walls, cable wiring or antenna mounting brackets; although great care will be used to make the installations reasonably appealing.

Customer agrees that any custom installation requested, including but not limited to placing cable inside interior walls, moldings, or cabinets or under carpets, may result in additional charges.

Equipment

The Equipment supplied by Zumacom is and shall remain the sole and exclusive property of Zumacom and must be returned to Zumacom in good and working condition upon the termination, expiration, or disconnection of your Zumacom Wireless Internet Service.

The Equipment provided by Zumacom is secured and accessible only by Zumacom personnel. Any customer attempt to login, reconfigure, reset, or move any Equipment may result in damage, and customer will be liable for any resulting damage, costs, and expenses.

Zumacom reserves the right to alter software in the Equipment through periodic downloads. Zumacom will use commercially reasonable efforts to schedule these periodic downloads in a manner that result in the least amount of interference with or interruption to your Service. Zumacom shall not be responsible for possible interference with or interruption to your Service as a result of such periodic downloads.

Any Equipment that is not returned to Zumacom in good and working condition within 30 days after termination, expiration, or disconnection of service is subject to \$350 charge for the Equipment.

4. SERVICE AVAILABILITY, SPEED

Service Availability

Zumacom's wireless network is highly reliable, continuously monitored, and not normally affected by weather. However, extreme events outside of Zumacom's control, such as lightning strikes and severe weather can damage Equipment, and the quality and availability of Internet access.

Service may be temporarily unavailable during system repairs or modifications.

Obstructions. Wireless Internet communications is dependent on a clear Line of Sight to the Access Point, which is the point where the wireless connects to our Internet Service Provider partner(s). Zumacom will make every reasonable effort to provide our customer with the best service possible. Unfortunately, some locations could experience changes in service due to seasonal changes, i.e. spring and summer foliage, which in turn affects the line of sight to the Access Point. Zumacom will make every reasonable effort to relocate or realign the client equipment. However Zumacom cannot prevent Line of Sight problems, and therefore cannot guarantee service or be liable for any loss of service.

Zumacom shall have no obligation to provide service of any kind. Should signal delivery be impacted for any reason and Zumacom would no longer be able to provide service, Zumacom shall have no obligation to continue providing service of any kind.

Speed

It is Zumacom's intent to provide the access speeds indicated on the service order for a particular level of service at all times, however, Zumacom does not guarantee that a customer will actually achieve those speeds at all times. Zumacom advertises its speeds as "up to" a specific level based on the tier of service to which a customer subscribes.

Furthermore, Zumacom's network has a built-in mechanism which ensures equal and fair access to the Internet and may occasionally modify connection speeds to ensure fairness.

5. BILLING POLICIES

Customer agrees to pay all charges associated with the Services and to pay all applicable taxes, fees, and other charges. Zumacom will provide you will a billing statement each month, in advance, for Services ordered by you or anyone who uses your Zumacom subscription, with or without your permission, until you cancel the Services. The billing statement will show the total amount due, the payment due date, payments, credits, purchases, and other charges to your account.

Customer agrees to keep a valid credit card on file with Zumacom at all times during subscription.

Zumacom will invoice its customers by email only, with exception to the first invoice which is prorated from the installation day to the remainder of the service month and will include \$99 installation fee, and

any additional initial installation costs, due at time of installation. The payment is due the first day of the month.

Any account not paid by the 15th day of the month will have their service suspended. In addition to balance due a \$15.00 administration fee will be required to reactivate the service.

AFTER 30 DAYS LATE THE SERVICE WILL BE CANCELED. The balance due, plus a \$35.00 administration fee, must be paid in full to reconnect a cancelled account.

In addition to the amounts due for Services, you agree to pay the charges and fees referenced below when applicable, Zumacom reserves the right to increase these costs or add additional Fees in the future, in our sole discretion and without prior notice to you.

Installation Charge \$99.00

Administrative Fee to Reactivate Suspended Service \$15.00

Administrative Fee to Reconnect Cancelled Service \$35.00

Returned Payment Fee \$35.00

Vacation hold (30 day minimum) \$10.00 a month

Relocation of Service \$65.00

If there are billing errors or other requests for credit, you can contact Zumacom's Customer Service Center by telephone, email or in writing. You must contact Zumacom within thirty (30) calendar days of the time you receive the billing statement for which you are seeking corrections. Failure to timely notify Zumacom of a dispute shall constitute acceptance of the billing statement. Undisputed portions of the billing statement must be paid before the next billing statement.

6. TERMINATION

Service will continue until cancelled as provided for in this Terms of Service. Your Service will be automatically renewed unless you contact Zumacom to cancel.

You have the right to cancel your Service for any reason at any time by notifying Zumacom in writing, or by telephone, or via email.

Zumacom
PO Box 1196
Dolores, Colorado 81323
(970) 403-5448
info@zumacom.com

Zumacom may limit, suspend or terminate Customer's service at any time and without providing notice to Customer if the Customer fails to pay any charges when due, or Zumacom has reason to believe that Customer's service is being used in a fraudulent manner or illegal purpose, or in any way that adversely affects Zumacom's Customers or service.

If your Service is cancelled for any reason, you still are responsible for payment of all outstanding balances accrued, including any applicable costs and fees. Upon cancellation, you give Zumacom explicit permission to immediately charge any outstanding balances on your account to the credit card or other payment method you have on-file with Zumacom at that time.

7. PRIVACY

Zumacom will take reasonable efforts to safeguard any personal Customer information that it collects in the course of providing service. Zumacom does not sell Customer information or share it with third parties, except Zumacom contractors, when required for the performance of their services.

Zumacom will only disclose Customer information to authorized officials or agencies as required by law.

8. ACCEPTABLE USE POLICY

You agree to abide by and accept the terms of our Acceptable Use Policy, as posted on our website at www.zumacom.com Any violation of the Acceptable Use Policy may result in your Service being suspended or terminated.