

**RAZZOLINK SERVICE
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 by returning the CPE to Company 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. Customer must return the CPE to Company before this Agreement is terminated, unless otherwise agreed to by Company. 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:

Equipment:	\$ _____	Each CPE per Month
Service:	\$ _____	_____
	\$ _____	_____

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 therefrom or sublet, or otherwise disposed of, nor this Agreement assigned without the prior consent of **Company**. **Customer** may use the equipment anywhere within **Razzolink's** service area on a daily or temporary basis, however, consent to permanently remove the equipment from **Customer's** Premises, must be approved by **Company**, which approval shall not be withheld following **Customer's** proof of establishing a new permanent residence.

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 equipment 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. Upon the **Customer** electing to cancel service, it is the sole responsibility of the **Customer** to return the CPE to the **Company**, before this Agreement is terminated, in the CPE's original packaging (manufacturer's box the CPE was delivered in). The **Customer** grants **Company** (at **Company's** sole discretion) the right and ability to charge for the replacement cost of the CPE at the full replacement cost of up to \$320 to Customers bankcard/credit card, if the CPE is not returned to the **Company**, 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. The **Customer** agrees to ship the CPE (at **Customer's** sole cost) to **Company** at - Razzo Link, Inc., 6114 LaSalle Ave., # 458, Oakland, CA 94611. The customer can also elect to have the Company collect the CPE for a one-time recovery fee of \$99. The recovery fee will be for the Company to remove the outdoor device **only** and does not include the removal of any wiring or their respective mounting devices/clips. The Customer agrees to assume all responsibility for any holes that were made during the initial installation of the CPE. **Customer's Initials** _____

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 four (4) 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 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.

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. Disclaimer of Warranties and Limitation of Liability.

CUSTOMER AGREES THAT CUSTOMER USES THE SERVICE AND ANY EQUIPMENT SUPPLIED BY COMPANY AT CUSTOMER'S SOLE RISK. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE SERVICE AND COMPANY EQUIPMENT ARE PROVIDED ON AN "AS-IS BASIS" WITHOUT WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. COMPANY DOES NOT WARRANT UNINTERRUPTED USE OF SERVICE. COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE. CUSTOMER UNDERSTANDS AND AGREES THAT COMPANY DOES NOT GUARANTEE ANY SPEED OF CUSTOMER'S CONNECTION TO THE COMPANY NETWORK. COMPANY'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICE OR EQUIPMENT, OR ANY BREACH BY COMPANY OF ANY OBLIGATION COMPANY MAY HAVE UNDER THIS AGREEMENT, SHALL BE CUSTOMER'S ABILITY TO TERMINATE THE SERVICE OR TO OBTAIN THE REPLACEMENT OR REPAIR OF ANY DEFECTIVE EQUIPMENT PROVIDED BY COMPANY TO CUSTOMER. IN ADDITION, COMPANY SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH, OR THE DEGRADATION OR INTERRUPTION OF, ANY SERVICES, OR FOR ANY LOST DATA OR CONTENT. COMPANY SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION, MAINTENANCE OR REMOVAL OF EQUIPMENT OR THE PROVISION OF SERVICES. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY BREACH OF WARRANTY, DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, LOST PROFITS, OR PUNITIVE DAMAGES WITH REGARD TO THE INSTALLATION, OUTAGE, MAINTENANCE, USE, FAILURE OR REMOVAL OF THE SERVICE. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS SET ITS PRICING FOR THE SERVICE AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

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. 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.

8. 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) 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.

Accepted _____ Print: _____ Date: _____

Social Security Number _____

Driver's License Number _____