

## **Zirkel Wireless' Internet Service Agreement (ISA)**

Read This ISA Carefully Before Using Our Internet Services.

### **1. INTRODUCTION.**

Zirkel Wireless, LLC ("Zirkel Wireless") provides its Internet services, as they may exist from time to time, to users who pay a monthly service fee to subscribe to the services ("Customer") as well as to those who access some of our Services but do not have accounts ("Visitor"). By establishing an account or by using the Services, you agree to be bound by this Agreement and to use the Services in compliance with this Agreement and our Acceptable Use Policy. If you do not agree to the terms and conditions of this Agreement, including any future revisions, you may not use the Services and if you are a current Customer, you must terminate your use of the Services under Section 10.

### **2. SUBSCRIPTION REQUIREMENTS.**

Customers must be at least 18 years of age. Our radio signal is not be available in all areas. A representative of Zirkel Wireless will determine if your location can receive our radio signal and what equipment is required. Current prices for various services offered by Zirkel Wireless are posted on our website at [www.zirkelwireless.com](http://www.zirkelwireless.com) . These rates may also be obtained by calling 970-871-8500. Zirkel Wireless reserves the right to change prices and institute new fees at anytime upon 30 days prior notice.

Customer must pay an installation fee to subscribe to the services. Installation charges may vary depending on customer location or other requirements. All equipment provided by Zirkel Wireless, will at all times remain the property of Zirkel Wireless. Refer to your "Order form and Agreement" provided at the time of installation for more details about the wireless equipment.

### **3. PAYMENT OBLIGATIONS OF A MEMBER.**

Customers must:

(a) Provide ZIRKEL Wireless with accurate and complete billing information including legal name, address, telephone number, and credit card or other billing information, and Report to ZIRKEL Wireless all changes to this information within 30 days of the change. Customers are responsible for all charges to their account.

(b) Customers having questions regarding charges to an account should contact ZIRKEL Wireless at 970-871-8500 option 3. All charges are considered valid unless disputed in writing or by email within 60 days of the billing date.

Adjustments will not be made for charges that are more than 60 days old.

(c) Charges for the appropriate service are due on the 1st of each month and will be billed to Customers credit card or debit card automatically on the 1st of the month for the current months service. Customers that choose a paper or email invoice billing method are required to pay a minimum of 3 months in advance.

Service is offered and billed in full calendar month increments. The only exception is the customer's very first month of service, which will be pro-rated. Notifications to change service or temporarily discontinue service must be submitted at: [www.zirkelwireless.com/manage.html](http://www.zirkelwireless.com/manage.html) BEFORE the 1st of the month to stop charges to the account. No refunds will be given for partial months of service. ZIRKEL Wireless is not responsible for any charges or expenses (e.g. for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by ZIRKEL Wireless.

(d) Prepayments of six months are eligible for a 10% discount on the latest posted service rates. Prepayments of twelve months are eligible for a 15% discount on the latest posted service rates. Some restrictions apply and this discount is not valid with promotional offers or other discounts.

(e) Accounts that are not paid within 25 days are subject to suspension. Delinquent accounts may be terminated at the sole discretion of ZIRKEL Wireless. ZIRKEL Wireless may bill an additional charge to reinstate a suspended account.

(f) ZIRKEL Wireless may post data transfer caps on service plans and charge customers for exceeding caps.

#### **4. MISCELLANEOUS FEES**

Standard installation	\$49.00
Burial cable installation	\$75.00
Relocate installation	\$49.00
Relocate installation before end of 6 month contract	\$95.00
Customer caused service call as determined by ZIRKEL	\$75.00
Late fee charged at 30 days past due	\$ 5.00
Temporary suspend fee	\$29.00
Antenna retrieval fee	\$29.00
Equipment not returned fee	\$350.00

#### **5. MEMBER'S ACCOUNT, PASSWORD, AND SECURITY.**

You and members of your household or business are the only authorized users of your Zirkel Wireless account and must comply with this agreement. If you install a wireless router, you must keep your password confidential so that no one outside of your primary residence may access the services through your account. You are responsible for all traffic coming from your Internet connection even if it is an unauthorized user.

#### **6. MONITORING THE SERVICES.**

Zirkel Wireless has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if Zirkel Wireless, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Services

properly; or protect itself and its Customers. Zirkel Wireless may immediately remove your material or information from Zirkel Wireless servers, in whole or in part, which Zirkel Wireless, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy.

#### **7. DISCLAIMER OF WARRANTIES and LIMITATION OF LIABILITY.**

EXCEPT FOR CERTAIN PRODUCTS AND SERVICES SPECIFICALLY IDENTIFIED AS BEING OFFERED BY ZIRKEL WIRELESS, ZIRKEL WIRELESS DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. ZIRKEL WIRELESS HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ZIRKEL WIRELESS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERRORFREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ZIRKEL WIRELESS MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH ZIRKEL WIRELESS OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY ZIRKEL WIRELESS OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. ZIRKEL WIRELESS AND ITS EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICES OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, ZIRKEL WIRELESS' CUMULATIVE LIABILITY TO ANY MEMBER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING A TWO MONTH PERIOD.

#### **8. WEB SITE USAGE.**

Our site on the World Wide Web with the domain "zirkelwireless.com" has some complimentary information services offered by Zirkel Wireless at no charge to users. We may provide links on the Web site to other Web sites, which are not under our control. In general, any Web site (or URL) that does not contain "zirkelwireless.com" is such a website. These links are provided for convenience

only and are not intended as an endorsement by Zirkel Wireless of the organization or individual operating the Web site or a warranty of any type regarding the Web site or the information on the Web site.

You may provide a hypertext link to our Web site on another Web site, provided that:

- (a) the link must be clearly marked " Zirkel Wireless ",
- (b) the link must "point" to the URL "zirkelwireless.com" and not to any other pages within the Web site,
- (c) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with our name and trademark(s),
- (d) the appearance, position and other aspects of the link may not create the false appearance that an entity is associated with or sponsored by Zirkel Wireless,
- (e) the link, when activated by a user, must display this Web site full-screen and not within a "frame" on the linked Web site, and
- (f) Zirkel Wireless may, in its sole discretion, revoke consent to link to our website at anytime. Zirkel Wireless must approve all other hypertext links to the Web site in writing.

#### **9. TERM OF AGREEMENT.**

Zirkel Wireless requires a full six(6) calendar month contract plus a prorated first month when applicable. The term of this agreement begins on the date your Internet service is installed or relocated and automatically renews on the 1st day of each month until the end of the calendar month in which Zirkel Wireless receives notice stating that the customer wishes to Permanently Cancel Service.

#### **10. TERMINATION.**

If you no longer need your Internet Service, or if you are dissatisfied with the Services or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to Permanently Cancel Service.

Upon receiving notice that the Customer wishes to Permanently Cancel Service, an agent of Zirkel Wireless will be dispatched to retrieve the Zirkel Wireless equipment the customer's home or business. Customer may also return the equipment themselves. An early termination fee of \$175 will be applied to customers that cancel service prior to completing a full six(6) calendar month contract. No refunds will be made for partial months used. You may terminate your account at any time and for any reason by providing notice.

Notice must be given via the "my account" feature at [www.zirkelwireless.com](http://www.zirkelwireless.com) or via certified mail.

Zirkel Wireless, LLC  
1625 Mid Valley Dr. #1, Suite 129

Steamboat Springs, CO 80487

Phone terminations are not be accepted unless confirmed via email. To avoid additional charges to your account, you must notify Zirkel Wireless of your intent to terminate service before the 1st of the month. Unless requested otherwise, Service will be discontinued on the last day of the billing cycle, which will be the "termination date". If your account included storage space such as email accounts with Zirkel Wireless, this information will be deleted upon termination of your account.

Without prior notice, Zirkel Wireless may terminate this Agreement, your password, your account, or your use of the Services, for any reason, including, without limitation, if Zirkel Wireless, in its sole discretion, believes you have violated this Agreement, our Acceptable Use Policy, or any of the applicable user policies, or if you fail to pay any charges when due. Zirkel Wireless may provide termination notice to you by: email addressed to your email account or by US Mail or courier service to the address you provided for the Services.

#### **11. JURISDICTION.**

This Agreement is governed by Colorado law without regard to conflict of law provisions. The federal and state courts located in Colorado alone have jurisdiction over all disputes arising out of or related to this Agreement and the Services. You consent to the personal jurisdiction of such courts sitting in Colorado with respect to such matters or otherwise between you and Zirkel Wireless, and waive your rights to removal or consent to removal.

#### **12. MISCELLANEOUS.**

This Agreement, the Order Form and Agreement, the Acceptable Use Policy, and Zirkel Wireless other user policies posted on Zirkel Wireless' Web site constitute the entire agreement between you and Zirkel Wireless with respect to your use of the Services. Zirkel Wireless may revise, amend, or modify these Agreements and Policies and any other user policies and agreements, at any time and in any manner. Notice of any revision, amendment, or modification will be posted on Zirkel Wireless' Web site (<http://www.zirkelwireless.com>) or may be sent by email and/or in other publications and mailings to Customers.

Revision 01/28/11

ZIRKEL Wireless  
High-Speed Internet  
1625 Mid Valley Drive #1, Suite 129  
Steamboat Springs, CO 80487

ORDER FORM AND AGREEMENT

I agree to abide by the Internet Service Agreement and the Acceptable Use Policy, which can be viewed at [www.zirkelwireless.com](http://www.zirkelwireless.com).

I understand that I will be required to pay a Setup Charge and for the pro-rated 1st month at the time of installation. I commit to six (6) consecutive months of service at \$46 per month or higher. I agree to pay an early termination fee of \$175 if I discontinue or cancel service prior to six (6) consecutive months of service. At the expiration of my service commitment, the term of this agreement will automatically extend for one (1) calendar month periods commencing on the first of each month. To change service plans, to temporarily discontinue or to cancel service, I MUST complete and submit the designated form by clicking on "My Account" at [www.zirkelwireless.com](http://www.zirkelwireless.com).

All equipment provided by ZIRKEL Wireless, will at all times remain the property of ZIRKEL Wireless.

Customer may not sell, transfer, lease, encumber or assign all or part of the ZIRKEL Wireless Equipment to any third party. Customer shall pay the full retail cost for the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered or assigned ZIRKEL Wireless Equipment or part thereof, together with any costs incurred by ZIRKEL Wireless in obtaining or attempting to obtain possession of any such ZIRKEL Wireless Equipment. With regard to such equipment, Customer agrees:

1. To use the equipment only for the purpose of receiving the services ordered from ZIRKEL Wireless and for no other purpose.
2. To prevent any connections to the equipment which are not expressly authorized by ZIRKEL Wireless.
3. To prevent tampering, altering or repair of the equipment by any person other than ZIRKEL Wireless' authorized personnel.
4. To assume complete responsibility for improper use, damage or loss of such equipment regardless of cause.
5. To grant reasonable access to agents of ZIRKEL Wireless to service, replace and retrieve said equipment.
6. To return the equipment in good condition, ordinary wear and tear resulting from proper use accepted, immediately upon canceling service. In the event the equipment is not returned to ZIRKEL Wireless in good condition within 10 days of cancellation, customer agrees to pay to ZIRKEL Wireless the sum of \$350 for each Wireless Customer Premise Equipment Package not returned.

I understand that ZIRKEL Wireless is responsible for providing a working Internet connection to the ZIRKEL Wireless provided ethernet connector. Any equipment connected to the wireless modem (including computers, routers, wireless routers, hubs, switches and any other device) is the sole responsibility of the customer to configure, maintain and service. It is prohibited and considered theft of services to allow persons not located at the address stated on this agreement, to utilize this Internet connection.

A standard Internet installation connects one computer to the Internet. To connect more than one computer to the Internet, I must purchase and install a router at my own expense. The ZIRKEL Wireless provided antenna has an enabled NAT firewall. However, I the customer am responsible for maintaining and protecting all computers routers or any other equipment connected to the ZIRKEL Wireless Internet Service from any threats inherent to the Internet.

I understand that Internet service requires a working computer with a with working ethernet card already installed. I may incur additional equipment and labor charges to have my computer serviced. I may also incur additional equipment and labor charges to have my internal network installed or if my internal network needs service or if my home requires custom wiring. This order is contingent upon being able to establish a quality signal between the customers address and the ZIRKEL Wireless Network.

CUSTOMER SIGN HERE:

X \_\_\_\_\_ Date: \_\_\_\_\_  
I understand and agree to abide by the terms and conditions stated in this agreement.