

INTERNET AGREEMENT

This Agreement is made on the date that Internet was installed (effective date) by and between ZIRKEL Wireless (hereinafter referred to as ZIRKEL) and the Subscriber of Zirkel Services (hereinafter referred to as Customer). Therefore, for and in consideration of the mutual benefits to be derived under the terms of this agreement, the parties mentioned do mutually agree as follows:

INTERNET SERVICE ZIRKEL Wireless will provide Internet access and other ordered services as stated on Customer order. ZIRKEL will provide a working connection to a single ethernet connector and other ordered ZIRKEL devices. Any third-party equipment connected to the ZIRKEL service (including computers, routers, wireless routers, hubs, switches, and any other Internet device) is the sole responsibility of Customer to configure, maintain and service. It is prohibited and considered theft of services to allow persons not located at the service address listed on the Customer account to utilize this Internet connection.

A standard Internet installation connects one computer to the Internet. To connect more than one computer to the Internet, customer must subscribe to ZIRKEL's Managed WiFi or purchase and maintain their own router. The ZIRKEL Wireless' provided antenna has an enabled NAT firewall. However, Customer is responsible for maintaining and protecting all customer supplied devices connected to the ZIRKEL Wireless Network from any threats inherent to the Internet.

Internet service requires a quality signal between the Customers subscriber antenna and the ZIRKEL Network. Customer agrees to keep the subscriber antenna's view of the ZIRKEL Network clear of obstacles including tree branches, accumulated snow, large vehicles, etc.

Customer acknowledges that wireless Internet equipment was installed at customer's premise to Customer's satisfaction, agrees to report service issues in a timely manner and allow representatives of ZIRKEL reasonable opportunities to diagnose and remedy the issue before canceling service for non-performance.

MANAGED WIFI ZIRKEL's Managed WiFi service offers a quality wireless router that delivers high strength signals to the WiFi devices in your home or business. With this service, the ZIRKEL Staff will be able to offer remote support for all the common router challenges including firewall rules and parental controls. Remote support is offered during normal business hours. The term of the Managed WiFi is month-to-month and will begin the day after you receive your pre-configured router. The term will automatically renew on the first of each month unless the router is returned to ZIRKEL. If Managed WiFi is ordered with a new installation, ZIRKEL Wireless will install the router at your location. If Managed WiFi is being added to an existing account, the router must be picked up from a ZIRKEL office in Steamboat or Craig. If the router fails for any reason, it must be returned to ZIRKEL for a replacement. Additional charges may apply if customer requests on-site visit. Customer agrees to;

- 1) grant reasonable access to agents of ZIRKEL Wireless to service, replace and retrieve said equipment.

- 2) keep the WiFi password secure and only available for use within the immediate household or business that is subscribing to both ZIRKEL Wireless Internet service and ZIRKEL Managed WiFi.
- 3) prevent tampering, altering or repair of the equipment by any person other than agents of ZIRKEL Wireless.
- 4) assume complete responsibility for improper use, damage or loss of such equipment regardless of cause.
- 5) authorize agents of ZIRKEL Wireless to remotely access and manage router on customers behalf.
- 6) authorize agents of ZIRKEL Wireless to remotely access and manage parental controls at customers request.
- 7) return the equipment in good working condition, immediately upon canceling Internet Service or Managed WiFi Service. See EQUIPMENT RETURN section below.

TERM The Term of this contract is six(6) months after the date of installation. Customer agrees to pay all charges for six (6) consecutive months of Internet service based on the Internet plan ordered. Customer agrees to pay an early termination fee of \$175 if Customer discontinues or cancels service prior to paying for six (6) consecutive months of service. At the expiration of this contract, the term of this agreement will automatically extend for one (1) calendar month period commencing on the first of each month.

SUSPEND SERVICE To temporarily Suspend service, Customer **MUST** submit an email to billing@zirkel.us, stating the intention to temporarily Suspend service. In the email customer will include the physical address of the Internet service, the account number, and the desired date of service Suspension. There is a \$29 temporary suspension fee due at the time of Suspension. Accounts can be suspended for a maximum of six months. Accounts that have not been activated by Customer at the end of six months **will automatically be activated on the seventh month.**

CANCEL SERVICE To permanently cancel service, Customer **MUST** submit an email to billing@zirkel.us, stating the intention to permanently cancel service. In the email customer will include the physical address of the Internet service, the account number, and the desired date to cancel service. Customer must also indicate their equipment return option. Equipment return options are listed in the EQUIPMENT RETURN section below. **All account charges become due at the time of cancellation.**

EQUIPMENT RETURN All equipment provided by ZIRKEL, will at all times remain the property of ZIRKEL. Customer may not sell, lease or encumber all or part of the ZIRKEL Equipment to any third party. Customer shall pay the full retail cost for the repair or replacement of any unreturned or damaged equipment together with all costs incurred by ZIRKEL in

obtaining or attempting to obtain possession of such ZIRKEL equipment. With regard to such ZIRKEL provided equipment, Customer agrees;

- 1) To grant reasonable access to agents of ZIRKEL Wireless to service, replace and retrieve said equipment.
- 2) To return the equipment in good working condition, immediately upon canceling service. In the event the equipment is not returned to ZIRKEL in good working condition within 10 days of cancellation, Customer agrees to pay to ZIRKEL Wireless the following for each device assigned to Customer.
 - a) Outdoor Radio & Antenna \$300
 - b) WiFi Router \$150
 - c) WiFi Mesh \$100
 - d) Arlo Video Doorbell \$150
 - e) Arlo Camera w/ Solar Charge \$225
- 3) To specify an Equipment, Return Option at the time of cancelation. If no option is specified, ZIRKEL will attempt to retrieve the equipment.
 - a) **ZIRKEL Retrieval** - A ZIRKEL Technician will be dispatched within 10 days of cancellation to uninstall the equipment on the outside of Customers home or business. A \$39 equipment retrieval applies. It is okay to leave all wires, surge box and power adapter in place. If the radio is missing when ZIRKEL attempts to retrieve equipment, Customer will be charged accordingly. If Customer has a Managed WiFi Router or a WiFi Mesh provided by ZIRKEL, Customer will need to arrange to get this to the retrieval technician or bring it to a ZIRKEL office.
 - b) **Customer Return** - Return equipment to one of the addresses below. Return the outdoor radio/antenna within 10 days of the last day of service. Okay to leave all wires, surge box and power adapter in place. If Customer has other Zirkel devices such as routers, WiFi Routers, Mesh Units or any other Zirkel provided devices they need to be returned at the same time. Equipment that is not returned within 10 days will incur a \$39 retrieval fee and or an equipment not returned fee.

1856 Kamar Plaza, Steamboat Springs, CO 80487
 - c) **Transfer to New Resident** - This will alleviate the Customers need to return the equipment and will save the new resident an installation fee. The new Resident MUST place an order with ZIRKEL within 10 days of cancellation. To ensure a smooth transfer, It is very important that Customer leaves all ZIRKEL equipment in place and the ZIRKEL power adapter plugged into the electricity.

4) **BILLING AND PAYMENTS** Customer understands that they will be required to pay an installation charge when their Internet installation is complete. Invoices for monthly service are generated and emailed on the first of each month. If Customer requested automatic payments, The debit or credit card on file WILL BE CHARGED AUTOMATICALLY on the 3rd of the month. Monthly payments are considered late after the 20th of each month. Customer authorizes charges to their provided card and agrees to pay for all services during the term of this contract. ZIRKEL accepts Checks, Cash, Visa, MasterCard and Amex. Payments can be made online through our [Customer Portal](#) or checks can be mailed to 1856 Kamar Plaza, Steamboat Springs, CO 80487.

OTHER AGREEMENTS Customer understands and agrees to abide by the terms and conditions stated in this Internet Service Agreement, and the Service Terms & Conditions Agreement. These agreements along with Zirkel's Open Internet Policy and Privacy Policy can be viewed at www.zirkelwireless.com.

[Internet Service Agreement](#)

[Acceptable Use Policy](#)

[Managed Wifi Agreement](#)

[Privacy Policy](#)

[Service Terms & Conditions Agreement](#)

[Open Internet Policy](#)