



# Zero2 Wireless

## Agreed Upon Terms & Conditions

This agreement is made and entered into activation and usage of the service by and between Zero2 Wireless (Zero2”) and \_\_\_\_ (the “**Customer**” or “**User**”).

### SUMMARY OF KEY POINTS

Welcome to Zero2 Wireless! Below is a brief summary of the most important terms and conditions that govern your use of our internet services. Please read the full Terms & Conditions document for complete details.

#### 1. Service Agreement:

- By activating and using Zero2 Wireless services, you agree to our Terms & Conditions, which are governed by the laws of the State of Texas.

#### 2. Installation:

- We provide all necessary equipment for your internet connection. A deposit is required at the time of installation, and any additional costs will be determined based on the complexity of the installation.
- Roof Installations: If a roof installation is required, the customer acknowledges the potential risks of roof damage and agrees to bear the responsibility for any repairs.



### 3. Service Availability:

- The availability of our service depends on your location and environmental factors. We reserve the right to deem a service unavailable before, during, or after installation.

### 4. Billing and Payments:

- Service plans are billed one month in advance. Payments must be made on time to avoid service interruption and additional fees. Delinquent accounts may result in service cancellation.
- Billing Disputes: You have 60 days to dispute any charges. Please refer to the full Terms & Conditions for more details on how to resolve billing issues.

### 5. Cancellation:

- You can cancel your service at any time, but accounts must be paid in full before the cancellation is processed. Please notify us 10 days in advance to reflect changes in the next billing cycle.
- If Zero2 Wireless cancels service due to non-payment, inappropriate use, or poor performance, additional fees may apply for reactivation.

### 6. Privacy and Data Security:

- Your privacy is important to us. We protect your personal information in accordance with the laws of the State of Texas. However, you are responsible for securing your devices and data while using our internet service.

### 7. Acceptable Use:

- Our service must be used for lawful purposes only. Any unauthorized or illegal use may result in immediate service termination.



## 8. Service Interruptions and Maintenance:

- We may need to perform maintenance on our network, which could cause temporary service interruptions. We will notify you in advance whenever possible.

## 9. Limitation of Liability:

- Zero2 Wireless is not liable for damages resulting from service interruptions, failures, or any indirect or incidental losses. Your sole remedy is limited to the terms outlined in your service plan.

## 10. Contact Information:

- For any questions or concerns, please contact us using the information provided on our website: [www.zero2wireless.com](http://www.zero2wireless.com).

**Please Note:** This summary is provided for your convenience and does not replace the full Terms & Conditions. We strongly encourage you to read the entire document to understand your rights and obligations as a Zero2 Wireless customer.

# DEFINITION OF TERMS

## Company Name

'Zero2 Wireless's refers to Zero2 Wireless, LLC.

'Zero2' refers to Zero2 Wireless LLC.

'Company' refers to Zero2 Wireless, LLC



## **Customer/User**

Customer is the individual who is receiving and/or paying for internet services from Zero2 Wireless. User is any individual who is using the customer's internet service.

## **Equipment**

Equipment includes but is not limited to all items (wiring, equipment, facilities) provided by Zero2 Wireless to the customer in order for the customer to receive internet service.

## **Services**

Services refer to all services provided by Zero2 including internet service (service plans), on-site appointments (surveys and installations), and performance assistance (service calls).

# **OFFERINGS**

## **Internet Installation**

Zero2 will provide necessary equipment for the customer to access the internet in accordance with the requested plan. Installation descriptions and estimated cost can be found on [www.zero2wireless.com](http://www.zero2wireless.com). Before installation begins, a survey will be conducted to determine the cost of the installation. Deposits will be required the day of the installation. Additional costs may be necessary depending on the installation complexity.

Zero2 Wireless avoids installing equipment on top of a roof. In the event a roof installation is required, the homeowner is aware that the mount cannot be removed without potential leakage and/or roof replacement. If this is the case, the homeowner will incur the costs.



## **Internet Service (Service Plans)**

Zero2 will provide internet connection between Zero2's internet backbone to the customer via wireless equipment. The speed of the connection is determined by the service plan selected by the customer. Zero2 reserves the right to interrupt those speeds if necessary for upgrades and maintenance. Customers will be emailed planned interruptions. Zero2 has the unrestricted right to engage subcontractors in rendering services under this agreement.

## **Internet Assistance (Service Calls)**

Zero2 will provide assistance for performance issues regarding IoT devices that are connected to the Zero2 Wireless network. The service plans, description, and cost can be found on [www.zero2wireless.com](http://www.zero2wireless.com).

## **Maintenance**

Zero2 Wireless will upgrade and maintain the infrastructure and network as needed to ensure its performance can meet the service level agreements. Customers will be informed of scheduled performance maintenance and upgrades via email and/or postings on the web page <https://www.zero2wireless.com/outage-updates>.

## **AGREEMENT**

This Agreement is and shall be governed by and construed in accordance with applicable federal law or the laws of the state where the customer receives the service(s) from Zero2 Wireless.

The customer accepts the following terms and conditions on behalf of all local users of Zero2 Wireless equipment and/or service(s) at the premises. The customer has sole responsibility for ensuring that all users understand and comply with the terms and conditions of this agreement. The customer agrees to be solely responsible for purchases made through or in connection with the service(s).



Zero2 reserves the right to change or modify this agreement at any time by posting an updated agreement on [www.zero2wireless.com](http://www.zero2wireless.com). Continued use of Zero2 services constitutes acceptance of the current agreement as posted on [www.zero2wireless.com](http://www.zero2wireless.com). Zero2 will notify the customer of changes by posting a notice of the update on their account login webpage and/or email.

This agreement takes effect once a customer makes a deposit after initial installation. This agreement will continue until the customer or the company terminates services rendered.

This agreement is subject to the matter of these terms and conditions and supersedes and nullifies all prior written or verbal understandings, promises, agreements or undertakings with respect to Zero2's service(s) and/or equipment. If any term or condition of this agreement shall be adjudicated or determined as invalid or unenforceable by a court or arbitrator with appropriate jurisdiction over the subject matter, the remainder of the agreement with respect to such claim shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law. Zero2 Wireless does not waive any provision or right if it fails to insist upon or enforce strict performance of any provision of this agreement.

## **1. Copyright, Trademark, Unauthorized Usage**

All services, equipment, and applications used to provide internet to the customer are protected by trademark, copyright, and intellectual property laws and international treaty provisions. All of Zero2 Wireless's websites, corporate names, service marks, trademarks, trade names, logos, and domain names are the exclusive property of Zero2 Wireless and may not be used without written consent.



## **2. SERVICES**

### **2.1 Availability**

The availability of Zero2 Wireless's service is dependent upon the location of the customer's address. Further, seasonal changes can affect the ability for a signal to travel to a customer's location. Therefore, Zero2 reserves the right to deem a service to be unavailable to the customer, before, during, or after the installation.

### **2.2 Plans**

Zero2 Wireless offers internet service plans at different levels and prices. Current plans and promotional terms are posted on [www.zero2wireless.com](http://www.zero2wireless.com). A current customer will not be subjected to a change of plan or price without agreement of both parties. The service term begins the day after a successful installation and ends upon termination.

### **2.3 Performance Levels**

Zero2 Wireless offers plans with minimum speeds for customers to send and receive information through the internet. Zero2 will make reasonable effort to ensure the minimum speeds are consistently achieved. However, if limitations occur, either party may terminate service at any time. Zero2 Wireless is not responsible for speeds from points on the internet outside of Zero2's infrastructure network that are beyond Zero2's control.

## **3. EQUIPMENT**

### **3.1 Zero2 Equipment**

Unless otherwise stated, Zero2 will provide to the customer the necessary equipment for use with the customer's selected service plan. Zero2 will monitor, maintain, and upgrade the equipment as necessary to meet the service level agreements. This equipment is property of Zero2 Wireless and must be returned upon termination. Applicable fees will be assessed for any unreturned equipment.



### **3.2 Customer Equipment**

The customer is responsible to ensure his/her devices meet the minimum requirements for Zero2's signal. If Zero2 upgrades its network to keep up with industry standards, the customer is responsible for upgrading their devices to accommodate for the change or to terminate their service.

## **4. CANCELLATION and EQUIPMENT REMOVAL**

### **4.1 Customer Initiated**

The customer can request a cancellation of their service at any time. Accounts must be paid in full before a cancellation is considered complete. Zero2 must be notified 10 days in advance for requests to be reflected in the next month's billing cycle. The customer must ensure that the interior equipment (e.g. router) is returned in working condition within 14 days after cancellation, or purchase the equipment. The customer bears all risk of loss, theft, or damage to the equipment. The customer must allow Zero2 access to their premise to remove the exterior equipment (e.g. dish).

### **4.2 Zero2 Initiated**

Zero2 can cancel service due to non-payment, inappropriate use, or poor performance.

### **4.3 non-payment**

If the cancellation is due to non-payment, the customer has 30 days to reactivate the account before Zero2 removes the equipment. If a customer wants to reactivate the account after the equipment has been removed, the standard installation fee will be applied.

### **4.4 Inappropriate Use**

Zero2 may terminate the account immediately if it determines that the customer has violated any of the provisions of this agreement. The customer will be notified by email of the termination due to inappropriate use as determined by Zero2 wireless or law enforcement.





#### **4.5 Poor Performance**

If Zero2 is unable to provide the minimum service level agreement, Zero2 has the right to cancel the service and remove the equipment. If the customer chooses to keep the service when it is not able to meet the service level agreement, then the customer will not defame Zero2 by publicizing performance issues.

#### **4.6 Removal of equipment**

If a service is terminated, the customer authorizes Zero2 to remove or change equipment at any time the service does not meet the agreed upon specifications. A customer must arrange for the return on internal equipment within 14 days of termination. All equipment must be in working order other than reasonable wear and tear. In the event any equipment is lost, stolen, damaged, destroyed, or otherwise not able to be removed and returned, the customer agrees to pay a damage fee for the cost of the equipment.

#### **4.7 Change of Service Plan**

A customer can request to change their service plan at any time to one of the plans as advertised on [www.zero2wireless.com](http://www.zero2wireless.com). Upon change to a service plan, any promotional pricing the customer may be receiving will be discontinued and only the current promotions will be available.

### **5. FEES, BILLING, and PAYMENTS**

#### **5.1 Fees**

Fees include installation, monthly service plans, delinquency, reactivations, insufficient funds, and service calls. Zero2 will email invoices; postal services are available upon request.



## **5.2 Billing**

### **5.2.1 Installation**

Zero2 will charge a one-time installation fee and a monthly service fee that will be prorated if the service does not begin on the 1st of the month. A non-refundable deposit is expected at the time of the installation which acknowledges acceptance of the installation performed. The installation deposit fee is credited to the customer's account and deducted from the remaining total installation cost. The installation fee is non-refundable. Payment for the remaining installation cost plus the chosen service plan will be collected 7 days after a successful installation has been performed. The remaining amount of the installation cost may be incorporated into the monthly service bill upon customer request.

### **5.2.2 Monthly Service Plans**

Zero2 Wireless requires one-month advance billing starting on the 1st of the month, with the initial month being prorated. The terms and conditions of this monthly agreement shall commence on the applicable billing commencement date and shall continue thereafter until terminated as provided for in this agreement. The customer may terminate services at any time by notifying Zero2 in writing via email, text, or post. The customer's liability for service charges will continue until such notice is received and verified by Zero2 Wireless. Early termination charges may apply. Zero2 will not change the original agreed upon price without the customer's approval.

### **5.2.3 Delinquency**

The customer is considered delinquent if payment is not received within 5 days of the due date, at which time a late charge will be incurred. If payment is not made within 15 days of the due date, then deactivation will be incurred and a reactivation fee will be applied.

### **5.2.4 Reactivations**

If a customer is disconnected due to non payment, a reactivation fee may be applied. Reactivation fees may apply to all physical addresses and those residing in them;



therefore, if a new tenant of a residence chooses to continue use of Zero2 services with the installation of existing equipment remaining on the premises or an existing tenant chooses to become the primary account holder, each party agrees to the terms and conditions here within.

### **5.2.5 Insufficient Funds**

Payments by check or credit card which is later returned or refused is not considered paid in a timely manner and may result in delinquency. A fee of up to \$35 applies for all returns of refused payments.

### **5.2.6 Maintenance**

Zero2 does not charge fees for phone support, routine maintenance, or damage to equipment due to natural causes. A customer acknowledges that service and maintenance calls may result in an interruption of service. Zero2 must approve of any individual that services the equipment. Zero2's authorization is required for a customer to attach, alter, or tamper with equipment.

### **5.2.7 Service Calls**

Service Calls related to improper use of customer premise equipment will be charged an hourly from time the technician arrives onsite until the job is complete. Zero2 also provides hourly rates for assistance with technology and devices that are reliant upon the internet, yet are not part of the Zero2 infrastructure.

## **5.3 Acceptable Payments**

Zero2 Wireless accepts all major credit cards, checks, bank drafts, money orders, and cash as forms of payment. The customer's account status can be viewed online: <https://myaccount.zero2wireless.com/>. Payments for internet service are one month in advance of service offered.

## **6. ACCESS CUSTOMER PREMISES**

The customer agrees to allow Zero2 employees access to the property and entrance to the premises at which the service(s) will be offered at an agreed upon time to perform.



The customer warrants that he/she has given the authority to grant access to the premises.

## **7. INSTALLATION CONSENT**

### **7.1 Owner Consent**

Zero2 installs all equipment necessary for internet access at an agreed-upon price. By scheduling an installation, the customer consents to modifications to the premises to accomplish the installation. These modifications may include, but are not limited to: mounting a pole on the house, pulling cable from the exterior to the interior, installing a wall-plate and any exterior or interior alterations on the premises that are necessary to perform the installation.

### **7.2 Non-owner Consent**

If the customer is not the owner of the premises, he/she is responsible for obtaining any necessary authorization from the owner to allow Zero2 employees to perform the installation activities necessary for Zero2's service to function. Upon request, the customer will provide evidence of that consent. After installation or removal of equipment the customer is responsible for any repairs or cosmetic assignments requested by the land/home owner. Zero2 is only obligated to repair damages caused by Zero2 employees' negligence.

## **8. MOVING AND RECONNECTION**

To reconnect service a customer must pay any overdue balance, a reconnect fee, and labor charge (where applicable). If a reconnection is conducted due to delinquency for past due occurrences, the reconnection fee will be applicable to the next billing invoice.



## **9. PRIVACY**

### **9.1 Information provided to Zero2**

Zero2 Wireless is PCI compliant. By using Zero2's internet service, the customer indicates that he/she accepts Zero2's privacy policies. Zero2 Wireless will not use vendor-supplied defaults for system passwords and other security parameters. All customers have access to a customer portal through a unique ID which is password protected. All cardholder data is physically secured and strict control is maintained over internal and external access. Zero2 Wireless maintains a policy that addresses information security for all personnel. The customer holds Zero2 Harmless for any data breach issues or security vulnerabilities

Zero2 reserves the right both during the term of these conditions and upon its termination to delete voicemail, data, files, or other information that is stored on our network or our service providers' servers or systems, without liability.

The customer acknowledges that Zero2 may retain and use any information, comments, or ideas conveyed by the customer relating to the service to provide better service.

### **9.2 Information released on the internet**

The public Internet is used by numerous persons or entities. As is the case with all shared networks like the public Internet, there is a risk that a customer could be subject to "eavesdropping." This means that other persons or entities may be able to access and/or monitor someone's use of the Internet Service. If a customer posts, stores, transmits, or disseminates any sensitive or confidential information, he/she does so at sole risk.

A customer acknowledges that when using the Internet Service there are certain applications and techniques that may be used by other persons or entities to gain access to the customer's equipment. The customer is solely responsible for the security of the equipment used in connection with the internet.



Zero2 Wireless will not be liable for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise relating to such actions by the customer or others, the use of such applications by the customer or the access by others to the customer's equipment.

Questions or complaints regarding content or material should be addressed to the content or material provider. The customer acknowledges that software programs are commercially available that claim to be capable of encryption or anonymization. Zero2 makes no representation or warrant regarding the effectiveness of these programs.

## **10. ACCEPTABLE USAGE**

### **10.1 Customer Usage**

#### **10.1.1 Lawful Usage**

The customer shall use the Internet Service for lawful purposes only. A customer will not use or permit another to use the equipment or the service(s), directly or indirectly, for any unlawful purpose. Unauthorized use of equipment or service may constitute a violation of federal and state law including, but not limited to rules and regulations of the Federal Communications Commission, US Department of Justice, or applicable laws. Zero2 will cooperate fully with legal authorities in the investigation of suspected crimes or service abuse.

Use of Zero2 Wireless equipment or service for transmission, communications or storage of any information, data, or material in violation of any U.S. federal, state or local regulation or law is prohibited. The customer shall not send, post, receive, list, transmit or otherwise make available through the Internet Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others (including copyrights, patents, trademarks, trade secrets or proprietary rights), that is unlawful, threatening, abusive, obstructive, harassing, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law. The customer acknowledges and agrees that by using the



internet he/she is bound by the terms and conditions of all civil, state, and federal law. The customer agrees that all users will adhere to all federal, state, and local laws pertaining to electronic data, licenses, and codes.

The customer agrees to indemnify and hold harmless Zero2 and its representatives from any claims, costs, losses, damages, liabilities and expenses that may arise from a user's breach of the lawful use of internet service.

### **10.1.2 Equipment Usage**

All equipment attached inside and outside the structure on site for each internet installation is entirely owned by Zero2 Wireless. The customer agrees not to impair the integrity of Zero2's system, signal quality or strength. The customer agrees not to attach, install, or download any unauthorized device or application to the equipment or services. If any unauthorized connection, installation, or download is made to the equipment or network, Zero2 may terminate service, recover damages and/or pursue all remedies available under applicable law.

The customer agrees that all equipment is for the customer's exclusive use only. A customer will not use equipment at any time at an address other than the address specified on the account without our prior written authorization. The customer will not change the electronic serial number or equipment identifier of any device or perform a factory reset of any device without prior consent from Zero2.

### **10.1.3 Internet Usage**

The customer will be liable for all unauthorized use of the service. The customer agrees to protect its password and account and to keep them secure from unauthorized users and to be solely responsible for the protection and security of the customer's account information.

Unless authorized by Zero2 in writing, the customer agrees to use the service solely for personal, residential, and business purposes. A customer agrees not to resell or permit another to resell the service in whole or in part. The customer acknowledges and agrees that Zero2 Wireless may terminate service if the service is used for unlawful purposes.



#### **10.1.4 Electronic Information**

The customer takes responsibility for any users that have access to the customer's internet service. The customer recognizes that the products and services constitute valuable trade secrets of Zero2 Wireless and users will protect and keep confidential, shall not copy, examine, or alter, reengineer, reverse engineer, tamper with or otherwise misuse the products and services. The customer shall not upload, post or otherwise make available on the service any material protected by copyright, trademark or other proprietary right without the express permission of the owner. The customer may upload public domain materials and are responsible for and assume all risks with respect to the determination of whether materials are in the public domain. Material made available on the internet that violates this agreement, or may be removed by authorities; furthermore, Zero2 Wireless is not liable for this material.

#### **10.2 Zero2 Wireless Usage**

Zero2 Wireless shall not be party to nor responsible for monitoring any transaction between customer and third-party providers of products or services. Zero2 is not responsible for any of a customer's gains or loss of profits, earnings, business opportunities and personal injuries (including death). Zero2 will cooperate fully with legal authorities in the investigation of suspected crimes or service abuse.

## **11. USER OBLIGATIONS**

### **11.1 Damages or Theft**

The customer will notify Zero2 immediately if any equipment is stolen, fraudulently used, or used in an unauthorized manner. Failure to do so may result in termination and/or additional charges. Until such time as Zero2 receives notice of theft, fraudulent use, or unauthorized use, the customer is liable for all activity on the device or network.





## **11.2 Risks of Internet Access:**

Use of Zero2 Wireless Internet Service presents certain risks for which Zero2 Wireless cannot be responsible. The customer is responsible for controlling the risks associated with maintaining the security of their internet connection, including theft and unauthorized use.. Zero2 will not be responsible for any disruption of service, corrupted files or viruses which affects the customer.

## **11.3 Computer File Backup**

The customer is responsible for independent backup of any data residing on Zero2's network. The customer understands and accepts the risks if files are not backed up. Zero2 Wireless shall have no liability whatsoever for any damage to or loss of any software, files, or data.

## **11.4 Viruses**

Websites visited or data received through the internet may contain viruses. It is the customers' sole responsibility to take appropriate precautions to protect against damage to or destruction of hardware, software, files and data. Zero2 may, but is not obligated to, run third party virus check software on a customer's computer prior to installing software related to the internet. Zero2 does not represent or warrant that doing so will detect or correct any or all viruses. Zero2 may, but is not required to, suspend or terminate availability of the internet if a virus is found to be present on any user's system or in any communications sent or received through the internet.

## **11.5 Unauthorized Access Computer and Files:**

Usage of the internet S is at the customer's sole risk, and the customer is responsible for the security of their computer, equipment, information and data traffic. Zero2 Wireless shall have no liability whatsoever if third parties intercept data transmissions or otherwise gain access to or misuse your computer, other equipment, files or account.

## **11.6 Customer Statutory Responsibilities:**

The customer agrees to notify Zero2 immediately of any changes of ownership or occupancy of the premises. Zero2 may freely assign rights and obligations under this



Agreement with or without notice to the customer. The customer shall comply with all of Zero2 Wireless standards for acceptable use with respect to internet service and shall refrain from any and all illegal and/or inappropriate activities, including, without limitation, as outlined in state and federal laws, which can be updated from time to time and the latest version will supersede all prior versions. The customer is responsible for all internet activity associated with the serviceable address. The customer agrees to ensure that all internet usage complies fully with these terms and conditions. The customer is solely responsible for protecting the confidentiality of screen names, passwords, PINs, parental controls, and other security measures, and Zero2 Wireless shall have no liability for the customers' failure to do so.

### **11.7 Exposure to Inappropriate Content**

There may be content available through the internet which is illegal, violates third party property or other rights or is offensive. Zero2 is not responsible for the content contained on the internet or available through Zero2's service. The customer is responsible for all information received, transmitted, and/or stored by the users and the customer releases Zero2 from and agrees to indemnify Zero2 and its representatives against any crimes, losses or expenses relating to such information, materials and language. Zero2 shall not be liable for any claims, losses, actions, damages, suits or proceedings arising out of, or otherwise relating to, such content. This indemnification shall survive any termination of this agreement.

## **12. USER COMPLAINT RESOLUTION / LEGAL ACTION**

Zero2 Wireless is committed to being the best possible internet and customer service. If a customer has a complaint the first course of action is to contact Zero2 representatives. Current contact information is posted on the website [www.zero2wireless.com](http://www.zero2wireless.com).

The customer agrees that exclusive jurisdiction for any claim or dispute with Zero2 Wireless resides in the courts of Texas and this agreement shall be governed by the laws of the State of Texas. Zero2's action or inaction under this agreement will not constitute any review or approval of the customers' use of the internet service.



## **12.1 Billing Complaints**

Subject to applicable law, the customer may dispute an invoice charged by contacting Zero2 Wireless within 60 days of the date of the disputed invoice after which all charges will be deemed correct and the customer waives the right to dispute any charge after such period. If an error is made Zero2 will refund the customer by offering credits on his/her account, refunding the credit card that was used, or a written check.

## **12.2 Performance Complaints**

Zero2 provides all service(s) on an "as is" and "as available" basis. In no event shall Zero2 be liable for any failure or interruption of service, including without limitation those failures and interruptions resulting in part or entirely from circumstances beyond reasonable control.

## **12.3 Monitoring and Judicial Action**

Zero2 Wireless shall have the right, but not the obligation, to monitor the customer's rate of speed according to the chosen plan. Zero2 Wireless will monitor to assure expectations of sufficient performance.

## **12.4 Legal Fees**

If legal costs are incurred as a result of failure to return Zero2 Wireless Equipment, the customer will be liable for not only the value of the equipment, but also for incidental costs relating to replacement of Zero2 Wireless Equipment, collection and attorneys' fees as well as court costs upon judgment.

# **13. WARRANTY / LIMITATIONS**

## **13.1 Warranty:**

Zero2's service and equipment is provided on an 'as is' and 'as available' basis without warranties of any kind. Zero2 will put forth every effort to maintain and upgrade the equipment so that service level agreements are met.



### **13.2 Company Actions to Protect the Company's Network**

Zero2 reserves the right to take actions to protect the security and integrity of our network and resources that are consistent with applicable law. These actions may affect internet service, devices, software, files, personal information and other data stored or transmitted.

### **13.3 Limitations of 911/E911 Dialing**

Zero2 Wireless is not liable nor responsible in any circumstance which prevents the customer from contacting emergency assistance and services of all kinds. The customer is in full agreement and relinquishes all liability of Zero2 Wireless regarding emergency services and the function of Zero2 Wireless equipment on site or within network communication which may prevent contact.

## **14. LIABILITY**

Notwithstanding any other provision of this agreement, Zero2 Wireless shall not be liable for damages for failure to furnish or interruption of any services, nor shall Zero2 be responsible for failure or errors in signal transmission, lost data, files or software damage regardless of the cause. Neither shall Zero2 or the customer be liable for damage to property or for injury to any person arising from the installation or removal of equipment unless caused by gross negligence or willful misconduct of the other party. Under no circumstances shall Zero2 or customer be liable to the other for indirect, consequential, special, incidental, or punitive damages of any kind or nature whatsoever (including but not limited to lost profits, lost revenues, lost savings, lost opportunity, or harm to business) that may arise from this agreement or services provided. Customer's sole remedy for any outages, failures to deliver or defects in the services shall be limited to the remedies provided in the applicable service plan.



## **15. INDEMNIFICATION**

### **15.1 Indemnification from breach of agreement**

Except as otherwise expressly in these terms, the customer agrees to defend, indemnify, and hold Zero2 Wireless harmless from claims or damages relating to or arising out of the customer's breach of these terms and conditions.

### **15.2 Indemnification from use of internet**

Except as otherwise expressly set forth in these terms, the customer agrees to defend, indemnify, and hold Zero2 Wireless harmless to any claims or damages arising out of, postings made using the internet services, including for defamation, copyright, trademark or other proprietary right infringement or otherwise; the lack of 911/E911 or dialing associated with any and all systems; or third-party claims caused by customer's violation of these conditions or other Zero2 Wireless policies. The customer agrees that Zero2 Wireless shall not be responsible for any third-party claims against us that arise from the use of the services or Zero2 Wireless equipment. Further, the customer agrees to reimburse Zero2 for all costs and expenses related to the defense of any such claims.

## **16. COMMUNICATION**

### **16.1 Communicating Electronically**

Customer agrees to accept communication electronically for information related to or about his/her account, fees, and changes. This communication will be considered to be received upon the delivery of the following manner: online account, Zero2 Wireless website, email, or text. By providing Zero2 with customer's contact information, the customer gives consent for Zero2 representatives to contact the customer by these means. Messages sent on any of the forms of contact provided by the customer will be considered delivered and will be enforceable to any part of this agreement.



## **16.2 Notifications**

Zero2 Wireless may send notices in any of the following forms of communication: address of record (which may include an email address), text, telephone, or customer portal. The customer is responsible for accessing notices to avoid consequences such as late fee and/or deactivation. Notice to cancel service must be given in writing: mail, email, or text.

## **16.3 Contact Information**

Up-to-date contact information can be found on the website: [www.zero2wireless.com](http://www.zero2wireless.com).

## **17. OUTAGES**

### **17.1 Outages and Force Majeure**

Zero2 Wireless shall not be liable for any delay or failure of performance due to causes beyond its control, including, but not limited to: weather, fire, flood, explosion, epidemics/pandemics or other catastrophes. Further, Zero2 shall not be liable for any delay or failure of performance due to any law, order, regulation, direction, action or request of any government, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state or local governments or of any military authority; preemption of existing service in compliance with national emergencies, acts of terrorism, insurrections, riots, wars, unavailability of rights-of-way, material shortages, strikes, lockouts or work stoppages

### **17.2 Service Interruptions/Disruptions Due to Technical Malfunctions**

In the event of complete failure, a credit may be given at our sole discretion of Zero2 Wireless shall not constitute or be construed as a course of conduct by Zero2 Wireless.



## **18. ACCEPTANCE**

### **18.1 Qualification**

The customer warrants to Zero2 that he/she is of lawful age to enter into this agreement and has full right, power and authority to enter into this agreement. The usage of Zero2 service constitutes acknowledgement that this agreement does not violate any other agreement to which the customer is bound.

### **18.2 Termination**

This agreement may be terminated for any reason at any time by notifying Zero2 Wireless in writing to the contact information posted on [www.zero2wireless.com](http://www.zero2wireless.com). Subject to the terms of any agreements with governmental authorities, all applicable fees and charges for the service will accrue until this agreement has terminated. Payments for services rendered are nonrefundable. Upon termination of this agreement, the customer will immediately cease all use of the equipment; pay in full the remainder of the amount due on the invoice.

### **18.3 Comprehension**

By using Zero2 service, the customer acknowledges that he/she understands the terms and conditions of this agreement and agrees to be legally bound by all of the terms and conditions of this agreement, the same as if the customer has physically signed this agreement. This agreement supersedes all other written and oral communications or agreements with regard to the subject matter.