



Internet Service Agreement

Thank you for subscribing to Zirrus Internet service. By signing this Internet Service Agreement, you agree to abide by the following terms and conditions.

Please carefully read and review the terms and conditions of this Agreement before using the Service. This is a legal agreement between you, the Subscriber, and Zirrus for the use of the Service. By completing the registration and using the Service, you signify your agreement to all terms, conditions, and notices contained or referenced herein. If you do not agree to these terms and conditions do not use the Service. We reserve the right, at our discretion, to update or revise this Agreement. Please check Zirrus' web site (www.zirrus.com) periodically for changes. Your continued use of this service following the posting of any changes to the Agreement constitutes acceptance of those changes.

By using the Service, you also agree to abide by Zirrus' Acceptable Use Policy, including but not limited to, agreeing not to use this site for any unlawful purpose. The Acceptable Use Policy, which you should review, can be found on www.zirrus.com.

Zirrus will employ best commercial efforts to provide transmission speeds as defined in the subscriber's selected Broadband Internet plan (between the customer location and the Zirrus' Internet gateway). The actual data throughput experienced by you will be variable and will depend on several factors including the data overhead inherent with IP connections, your location, destination on the Internet, traffic on the Internet, interference with high frequency spectrum on your telephone line, etc. No minimum level of speed is guaranteed. While Zirrus will employ best commercial efforts to maintain service availability, no guarantee is made regarding continuity of the Service, or the ability to log on to the Service.

A. DEFINITIONS

1. "Agreement" means this Service Agreement as it may be amended from time to time.
2. "Computer" means the personal computer(s) located at Subscriber's location that will be used to access the service. Each computer will need to meet certain minimum hardware and software requirements. Such requirements may be changed from time to time by Zirrus.
3. "Subscriber" means the account holder, authorized by Zirrus, to access and use the service.
4. "Service" means Internet Protocol ("IP") connectivity to the Internet gateway using dynamically or statically assigned IP addresses.
5. "Initial Period" shall mean a minimum period of time the subscriber is committed to pay for the service in recognition of certain Considerations extended to the subscriber by Zirrus at the initiation of the Agreement.
6. "Consideration" is used in reference to price concessions made to the Subscriber by Zirrus in return for a commitment on the part of the Subscriber to maintain service for an Initial Period.
7. "Early Termination Fee" shall mean the charge assessed when the commitment to an Initial Period is not fulfilled. The value of consideration is \$200.

Customers who are under special promotional pricing will be charged a flat rate for Early Termination dependent upon the number of services.

B. GENERAL

1. Use of the Service supplied by Zirrus is expressly limited to you and your immediate family or direct employees. Account sharing or resale is not permitted. Transfer of the account to any other person or entity, or to another location, without the approval of Zirrus, is prohibited.

2. You are responsible for confidentiality of all account numbers and passwords. Zirrus will suspend access or change access to your account immediately upon notification by the subscriber that a password has been lost, stolen or otherwise compromised. You must notify Zirrus within 24 hours of discovering any unauthorized use of your account.

3. Some material downloaded from the Internet may contain computer viruses. In addition, hackers can gain access to your computer when it is connected to the Internet. Zirrus strongly recommends that you install virus detecting and firewall software on your computer. Zirrus does not supply this software. You must obtain it from other sources. In addition, you should follow industry accepted security practices such as not opening e-mail from unknown sources.

4. You are responsible for backing up of data on your computer before installation of hardware and software. In some areas the service requires an Internet modem. Whether supplied by the subscriber or Zirrus, the modem becomes your property and if it ceases to function, is damaged, destroyed, lost or stolen, you will be liable for the cost of their repair or replacement. We strongly urge you to protect the equipment with a surge arrestor that protects both power and telephone connections.

5. Installation assistance and assistance in the resolution of many routine problems is available by dialing a toll-free number. Zirrus' wholesale Internet provider provides this service. More complex technical assistance requiring the intervention of an agent/ technician is available for an additional fee.

6. Zirrus shall have the right at any time to add to, modify, or delete any aspect, feature, or requirement of the service, including but not limited to content, equipment, and system requirements.

C. BILLING

1. You agree to pay Zirrus all charges relating to use of your account including those associated with local service, long distance service, all sales and use taxes, and all other taxes that are applicable to the Service.

2. Access is subject to credit limits and/or security deposits established by Zirrus.

3. Zirrus reserves the right to change prices with 30 days notice.

4. All invoices are due upon receipt and payable within 30 days unless other arrangements have been made in advance. An administrative late charge may be charged on accounts that are not paid within the 30-day period.

5. Zirrus may charge a service fee for all returned checks and bankcard or charge card charge backs

6. Zirrus reserves the right to suspend access to the Service upon an indication of credit problems including delinquent payments. A reconnection charge will apply after payment of any outstanding balance.

D. OWNERSHIP/COPYRIGHT

1. Information available on the Internet is the property of its providers or other Internet users. You shall not redistribute, reproduce, or commercially exploit such information without express written permission of its owner. Information providers shall have the right to assert and enforce such copyright provisions directly on their own behalf.

2. By submitting information owned by you for publication on the Internet you grant Zirrus non-exclusive permission to distribute the information product worldwide. You retain all rights you may have to such information.

3. You agree that any material submitted for publication on the Internet through your account(s) does not violate or infringe upon any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything obscene, objectionable, or libelous.

4. You acknowledge that safeguards relative to ownership, decency, reliability and integrity of content may be entirely lacking with respect to the Internet or other services or content accessible through Zirrus' Service. You assume all risk and liability of your use of the Internet and such content.

E. DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY

1. ZIRRUS' INTERNET SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THESE SERVICES OR ANY INFORMATION OR SOFTWARE PROVIDED THEREBY.

2. Some sites accessible via Zirrus' Service allow posting, retrieval, and/or electronic mailing of materials that may be considered obscene or objectionable. Zirrus assumes no responsibility for any content on the Internet or content that you post to the Internet.

3. Zirrus makes no warranties as to the speed or performance of the system, including, but not limited to, any warranty that any data files or other communications will be transmitted in uncorrupted form or within a reasonable period of time, or that the Service will be uninterrupted or error free. There is no guarantee of message delivery.

4. Zirrus is not responsible for your personal files residing on the Internet. You are responsible for independent backup of such data.

5. The service allows you to access via the Internet certain content, merchandise and services for which there are charges payable to third parties. You, and not Zirrus, have the sole responsibility to pay the charges and shall indemnify and hold harmless Zirrus for all liability in connection to such charges.

6. There is a risk that you could be subject to a variety of security breaches. This means that other people, without your knowledge or permission, may be able to access, monitor and alter your computer files or render your computer inoperable. You should also be aware that when using the Internet there are certain applications, in which you might willingly allow others to gain access to your computer. In either case you should take the appropriate security measures to protect your computer against unauthorized access. Zirrus shall have no liability whatsoever for any damage caused by bugs, viruses, or security breaches to your computer.

7. Installation of hardware and software necessary to use the Service could result in damage to your computer, or loss of data files. You are responsible for backing up all data files stored on your computer prior to installing the software and connecting to the service. Zirrus shall have no liability for damage to your computer or loss of data files.

8. Zirrus shall not be liable for any delay in or failure to perform the services caused by circumstances entirely beyond its control such as those occasioned by acts of God or other causes or which it could not have reasonably foreseen or any other cause, which similarly impedes the providing of service.

9. If Zirrus supplies hardware, the manufacturer's warranty on that hardware applies. Additional Maintenance Plans may be available to extend the manufacturer's warranty. In the absence of a Maintenance Plan, the manufacturer's warranty applies.

F. OPERATION

1. You are warned that Internet services may be interrupted for several reasons, including but not limited to malfunctions, maintenance and improvements or as required to protect network resources in the event of malfunctions or misuse. You acknowledge that there may not be advance notification of any such interruption of service.

2. Zirrus reserves the right in its sole discretion to delete any information stored on hardware owned and/or controlled by Zirrus. Zirrus and its authorized representatives shall have the right, but shall not be obligated, to edit publicly viewable information.

3. Suspension of Service

a. Zirrus, at its sole judgment, may immediately suspend your access to the service upon any breach of any of this Agreement, including, but not limited to, refusal or failure to pay for services provided or disruptive online behavior.

b. Although Zirrus has limited authority with regard to information that passes between individual users of the internet, it is our responsibility to respond to complaints of individual users who are subjected to illegal use of the medium, or who are

subjected to unsolicited material that is, in the judgment of Zirrus, considered objectionable to, or damaging to the data of other subscribers and users of the internet.

In keeping with that responsibility, Zirrus reserves the right to suspend the service of any of its subscribers who knowingly, or unknowingly, generate such illegal or unsolicited material.

4. Restoral of Service; Zirrus will restore a service suspended consequent to 4 above when, in Zirrus' judgment, the condition leading to the suspension has been resolved.

5. Zirrus reserves the right to terminate access to service for any customer account which has not been active for six months or longer.

G. TERM/TERMINATION

1. If, at the initiation of the agreement, Zirrus extends certain Considerations to the subscriber, including, but not limited to, hardware, software, or installation labor, the subscriber agrees to maintain and pay for the service for an Initial Period as defined at the time of such initiation. Furthermore, the subscriber agrees, in the event of a termination of service in less than the Initial Period, to pay to Zirrus an Early Termination fee, as defined in A7.

2. Minimum Service Requirement: No minimum service requirement "Initial Period" applies if no Consideration was extended to the subscriber by Zirrus at the initiation of the agreement. By signing below, customer agrees to the Minimum Service Commitment of 24 months.

3. If the Initial Period has expired, this agreement shall remain in effect so long as the Service is provided or until terminated by either party by providing the other party written or verbal notice.

H. AMENDMENT

Zirrus may change, modify, add or remove portions of this Agreement at anytime. Zirrus will provide notice of such changes to this Agreement by electronic mail or by the posting of a notice on its web site. Your continued use of the Service following notice of such change shall be deemed to be your acceptance of any modification. If you do not agree to any modification of this Agreement, discontinue using the service and notify Zirrus to terminate your connection to the Service

I. GOVERNING LAW

This Agreement, the rights and obligations of the parties hereto, and any claims or disputes hereunder, shall be governed by and construed in accordance with the laws of the State of North Carolina.

Zirrus cannot guarantee that your internet service will work properly on an older operating system.