

ION Communications LLC

TERMS AND CONDITIONS

NOT reading this document does not limit your liability regarding your subscription.

INTRODUCTION ION Communications LLC (ION) provides its customers a high-speed wireless internet connection, which we refer to as the "SERVICE". The Acceptable Use Policies (AUP) are intended to provide protection for our customers and the Internet community, while also allowing ION to fairly share its network to all customers. ION may modify the Terms and Conditions of this agreement at any time. The most current Terms and Conditions can be found on the ION web site at ion.city. The prices for service are subject to change. Current prices, as well as ION AUPs, can be found on our website at ion.city. Customer refers to any paying, contracted (under a Service Agreement) individual, organization or business using the ION service.

30-DAY MONEY BACK GUARANTEE In the first 30 days, if you are not satisfied with the performance of the service we will give a full refund on the equipment, Subscriber Unit (SU/CPE) must be in original condition, and initial monthly fee for service; with the exception of any custom installation fees charged by our contractor(s). Service and Service Agreement will be immediately terminated upon notice of dissatisfaction. There will be no refunds on prepaid services after 30 days. If you're moving, please email hello@ion.city to arrange cancellation.

USE OF SERVICE AT YOUR OWN RISK The customer is solely responsible for the content of communications on the Internet. The service provided by ION is "as is" and at your own risk. ION denies any responsibility for the accuracy of information obtained through the service. The transmission of data over an Internet connection is subject to errors, delays, and interruptions. ION is not responsible or liable for any errors, delays, or interruptions. The customer understands that current regulatory and technical issues prohibit expectation of privacy when using Internet services.

SERVICE DISRUPTION ION does not guarantee 100% uninterrupted service. We will not and cannot be responsible for any disruption of Internet connectivity due to power outages, network faults or acts of the big man (GOD), ION equipment malfunction or any natural disaster (including weather). All Internet service is provided on an "as is" and "as available" basis. ION does not guarantee any loss of service time, transmission errors, connectivity or quality of service. The customer acknowledges and agrees that the service is not intended to be, and will not be used as, your primary or "life-line" telecommunications service.

INSTALLATION The customer authorizes ION or its contractor(s) to install the necessary wiring and Subscriber Unit (SU/CPE) required for wireless Internet service on the premises specified by the customer at the time of installation. The standard installation includes the mounting of an antenna and/or SU/CPE, a wireless transceiver on the outside of the house and/or building, the routing of cable(s) by the most direct path to one computer and/or router on the customer's premises. The connecting of multiple computers at the customer's premises may require additional costs in equipment and wiring. Any requests for custom installation work will require additional charges by our contractor(s). ION and its contractor(s) will not be liable for any alterations to customer's premises that result from the installation or removal of the SU and/or wiring including any holes in walls, cable wiring or antenna mounting brackets; although great care will be used to make the installations reasonably appealing.

OBSTRUCTIONS Wireless Internet communications is dependent on a clear Line of Sight to the Access Point (AP), which is the point where the wireless connects to our broadband ISP partner(s). ION will make every reasonable effort to provide our customer with the best service possible. Unfortunately, some locations could experience changes in service due to seasonal changes, i.e. spring and summer foliage, which in turn affects the line of sight to the AP. ION will make every reasonable effort to relocate or realign the SU. However ION cannot prevent Line of Sight problems, and therefore cannot guarantee service or be liable for any loss of service.

PAYMENT POLICY ION will invoice its customers monthly by email or online, with the exception of the first invoice which will be prorated for the remainder of the existing month and will include equipment and set up fee, and is due at the time of installation. The invoice balance may be paid with card, cash, check or money order payable to ION Communications LLC. Payment is due on the 1st. Any account not paid by the 15th day of the month will have their service interrupted. A \$50.00 Administration Fee will be required to enable service. **AFTER 30 DAYS LATE THE SERVICE WILL BE CANCELED.** The balance due, plus a \$50.00 administration fee, must be paid in full to reactivate account. A deposit or full annual payment may be required.

UNACCEPTABLE USE ION may, at its discretion, immediately terminate or reduce service to the customer upon any single or multiple incidents of the following conditions: A. Failure to pay service fees in a timely manner; B. Interfering with the distribution of Internet service to other customers and/or their equipment on the ION wireless network (see also AUP); C. Propagation of computer viruses and/or spyware (see also AUP); D. Unauthorized entry into another person(s) or organization(s) computer, systems, and/or information (see also AUP); E. Unsolicited blanket emailing known as "spamming", (see also AUP); F. Any violation of local, state, federal or international law or that of any Sovereign Nation, as well as ION AUPs; and G. Forgetting to send your Mom a card on Mother's day.

SERVICE SHARING If at any time ION discovers that the customer is sharing their service or has networked to others outside of the premises, without the express written consent of ION, service will be immediately terminated to the customer with no refunds of any kind.

INDEMNIFICATION Customer agrees to indemnify and hold harmless ION, it's owner(s), partner(s) and contractor(s) against all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or relating to any and all claims and/or losses accruing or resulting from the installation of service, equipment, materials or supplies in connection with the performance of this agreement, to any and all customers and/or any other person, firm, organization or corporation.

CUSTOMER EQUIPMENT ION is not responsible for maintaining or supporting any equipment owned by the customer, and is not liable for any damages to the customer's SU/ CPE, computer(s) or other equipment. For security reasons, customers may have limited log in availability to their SU or CPE while on the ION network.

SPAMMING Spamming is the sending of unsolicited e-mails (see also ION AUP). ION will not tolerate any type of spamming. Internet service of a spamming customer will be immediately disconnected without prior notice and will not be eligible for any refund(s) for termination of service due to spamming.

CANCELLATION All customers are bound by a signed written service agreement. A customer wishing to cancel service must submit a cancellation request in writing. If the customer cancels service within the initial year of service, they are subject to a \$0.00 early termination fee. ION will not refund any "set-up" or "installation" fees after the first 30 days. Any discounted rates or service referral credits shall be forfeited on early cancellations. The customer will continue to be liable under these Terms and Conditions as well as the service agreement for all fees and charges until such time as the service agreement has been properly terminated or we have acknowledged such termination in writing.

SERVICE TERM The term of the agreement will extend for three years after the date of the agreement is signed. If the client wishes to terminate the contract early they can do so by paying a termination fee equivalent to 3 months of service. After the term is over the subscription will continue to renew and the client can cancel at anytime. For new contracts 1 month of service will be provided for free starting from the date of installation to allow for testing to ensure reliability.

This Agreement, including, without limitation, all matters relating to its validity, construction, performance and enforcement and any dispute or claim arising out of or related to this Agreement, shall be governed by the laws of the State of Colorado without giving effect to its conflict of law provisions.

CUSTOMERS Printed Name

CUSTOMERS Signature

Date