

Paonia.com Internet Terms and Conditions

1. Demarcation of Service - Paonia.com Broadband provides high speed Internet connectivity to your residence or business. The customer's point of demarcation for Paonia.com's Internet connectivity services is the WIFI radio to ethernet converter ("the RADIO") either leased or purchased from Paonia.com. Paonia.com Dialup provides modem access to your computer through a phone line. The customer's point of demarcation for Paonia.com Internet connectivity is the computer with the modem dialing to Paonia.com.
2. Connectivity Issues - Paonia.com will include reasonable troubleshooting of connectivity issues between Paonia.com and the point of demarcation as part of customer's monthly Internet services.
3. Customer Devices - Customer is responsible for the maintenance, operation, and performance of all network devices receiving Internet access through the point of demarcation.
4. Local Area Networking - The configuration, troubleshooting, and support of Customer Devices exceeds the level of support included in Paonia.com monthly services. Paonia.com may agree to perform Local Area Networking services for customer at an additional agreed upon rate or fee.
5. Resale of Service – Paonia.com Internet services are not for resale.
6. Installation - Paonia .com takes extreme efforts to insure that all wireless installations are weather proof. It is the responsibility of the customer to inspect and maintain building penetrations. Paonia.com is not responsible for related damage.
7. Content - Paonia.com exercises no control over, and accepts no responsibility for, the content of the information passing through Paonia.com's host computers, network hubs, and points of presence (the "Paonia.com Network"). Use of any information obtained via the Paonia.com Network is at Customer's own risk. Paonia.com specifically denies any responsibility for the accuracy or quality of information obtained through its services.
8. Failure in Performance - Paonia.com shall not be liable for any delay or failure in performance due to force major, which shall include without limitation Acts of God, earthquake, labor disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, or other occurrences which are beyond Paonia.com's reasonable control.
9. EXCEPT AS EXPRESSLY SET FORTH BELOW, Paonia.com (a) MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, FOR THE SERVICES AND EQUIPMENT IT IS PROVIDING, AND (b) DISCLAIMS ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
10. All use of the Paonia.com Network and the service must comply with the then-current version of the Paonia.com Acceptable Use Policy ("POLICY") which is made a part of this Agreement and is available at the following URL: <http://paonia.com/termsofuse.html>. Paonia.com reserves the right to amend the Policy from time to time, effective upon posting of the revised POLICY at the URL or other notice to Customer. Paonia.com reserves the right to suspend the service or terminate this Agreement effective upon notice for a violation of the Policy. Customer agrees to indemnify and hold harmless Paonia.com from any losses, damage, costs of expenses resulting from any third party claim or allegation ("CLAIM") arising out of, relating to the use of the service, including any capital claim which, if true, would constitute a violation of the Policy.
11. Paonia.com is NOT responsible for any loss in performance of customer's computer hardware, software operating system, or software applications. Paonia.com is NOT responsible for any customer data loss. Paonia.com is NOT responsible for incidental or consequential losses of any kind.
12. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT ARISE OUT OF OR RELATE TO THIS AGREEMENT OR THE SERVICE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY SUCH DAMAGES FOR LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, MISDELIVERIES, OR SERVICE INTERRUPTIONS.
13. Any Internet Protocol numbers ("IP Numbers") assigned to the Customer by Paonia.com in conjunction with this service shall be used only in connection with the service. In the event Customer discontinues use of a service for any reason, or this Agreement expires or is terminated for any reason, Customer's right to use the IP Numbers shall terminate.
14. Payment is due on the 15th of each month. Accounts are in default if payment is not received by the 15th of the month. If payment is returned to Paonia.com unpaid, Customer is immediately in default and subject to a returned check charge of \$25 from Paonia.com. Accounts unpaid 60 days after date of invoice may have service interrupted or terminated. Such interruption does not relieve the Customer of the obligation to pay the Monthly Fee. Only a written request to terminate Customer's service relieves Customer of the obligation to pay the Monthly Fee. Accounts in default are subject to an interest charge on the outstanding balance of the lesser of 1.5 percent per month or the maximum rate permitted by law. Customer agrees to pay Paonia.com its reasonable expenses, including attorney and collection agency fees incurred in enforcing its rights under this Agreement. Prices are exclusive of any taxes which may be levied or assessed upon the Equipment or services provided hereunder. Any such taxes shall be paid

by the Customer. If Customer is exempt from otherwise applicable taxes, Customer must submit its tax identification number and exemption certificate at the same time it submits this Agreement.

1. Billing for Paonia.com service will commence as of the Service Activation Date. The Start-up Charge is invoiced upon the acceptance of this Agreement by Paonia.com. Charges for Equipment shall be invoiced upon the shipment or delivery. Service is invoiced monthly in advance. Paonia.com reserves the right to change the rates by notifying Customer 60 days in advance of the effective date of the change. Prepaid services are non-refundable.
2. Neither party may use the other party's name, trade marks, trade names, or other proprietary identifying symbols without the prior written approval of the other party. Neither party may assign or transfer of its rights or obligations under this Agreement without the express, prior written consent of the other party; provided, that either party may assign or transfer this agreement to any affiliate of such party upon advance written notice to the other party. No failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercises of any other right or remedy created hereby or by law.
3. Paonia.com or its affiliates or subcontractors may perform some or all of Paonia.com's duties and/or obligations hereunder.
4. This Agreement supercedes all previous and contemporaneous written and oral representations, understandings or agreements related to the subject matter herein and shall prevail notwithstanding any variance with terms and conditions of any order submitted. Acceptance of this Agreement by Paonia.com may be subjected, in Paonia.com's absolute discretion, to satisfactory completion of a credit check. Activation of service shall include Paonia.com's acceptance of this Agreement. Use of the Paonia.com Network constitutes acceptance of this Agreement.

I hereby agree to and accept the "Paonia.com Terms and Conditions".

Customer Signature

Date