



## ZoomOnline Internet Subscriber Agreement

This Internet Subscriber Agreement ("Agreement") is entered into by and between ZoomOnline ("ZoomOnline") and the individual or entity agreeing to these terms ("Subscriber"). By using ZoomOnline's internet services, Subscriber agrees to be bound by the terms and conditions outlined in this Agreement.

### 1. Definitions

- a. **Affiliate:** Any entity that owns or is owned by, or is under common ownership with ZoomOnline.
- b. **Subscriber:** Any individual who signs up for a service from ZoomOnline.
- c. **"Taxes"** means foreign, federal, state and local taxes, other similar charges, and any other imposition that governmental entities or agencies may levy or assess, ZoomOnline collects from the Subscriber, and ZoomOnline remits what is collected to such governmental entities or agencies.
- d. **ZoomOnline-Supplied Equipment:** Any equipment provided by ZoomOnline to the Subscriber for use in connection with the receipt of the Services, including, but not limited to Optical Network Terminals (ONT), routers, modems, converters, and adapters. ZoomOnline remains the owner of ZoomOnline-Supplied Equipment.
- e. **Customer-Owned Equipment:** Any hardware or software equipment or service owned and supplied by the Subscriber.
- f. **Dispute:** Any dispute, claim, or controversy between you and ZoomOnline arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation, or validity thereof.
- g. **Services:** All the services you receive from us, including, but not limited to, internet, voice, video streaming, and associated products and features.
- h. **Service Equipment:** the hardware, software, systems, cabling and facilities provided by ZoomOnline at your Site in order to make the Service available to the Subscriber. ZoomOnline remains the owner of Service Equipment. Service Equipment does not include the Network or any hardware or software that is the subject of a separate supply contract between the Subscriber and the ZoomOnline.
- i. **Service Order:** A request by the Subscriber for ZoomOnline to provide one or more of the Services to the Subscriber on a ZoomOnline designated subscriber form, either online through the ZoomOnline mobile application, over email, or via ZoomOnline's website.
- j. **Tariff:** A federal or state ZoomOnline tariff and the successor documents of general applicability that replace such tariff in the event of de-tariffing.
- k. **Interest or Late Fees:** is a fee which is charged up to the maximum amount allowed by law that is assessed each month in which any portion of the Subscribers payment which is not received by or immediately available to ZoomOnline by the due date.
- l. **Product:** any product offered by ZoomOnline for Services, whether standalone or bundled with a value add-on product or Service;
- m. **Month:** means the period beginning on and including the first of each calendar month and ending on and including the last day of such calendar month.
- n. **Month to Month:** The agreement will automatically renew on a monthly basis and such agreement may then be cancelled by providing ZoomOnline with a Cancellation



Request via the customer portal or our Customer Service Team with a calendar month notice prior to the date of the service you wish to cancel.

- o. **Force Majeure Event** means an unforeseeable event beyond the reasonable control of a party, including without limitation: act of God; fire; flood; epidemics, pandemics, or outbreaks of communicable diseases; quarantines; national or regional emergencies; labor strike or unrest; sabotage; cable cuts; acts of terror; power shortage or power failure, e.g., rolling blackouts; material shortages or unavailability or other delay in delivery not resulting from ZoomOnline's failure to timely deliver on orders or services therefore; lack of or delay in transportation; government codes, laws, regulations, ordinances, rules, or restrictions; war or civil disorder; or failures of suppliers of goods and services.

## 2. Service Description

ZoomOnline agrees to provide internet access services to the Subscriber as described in the selected product offering. The nature and type of the services may vary based on the chosen product and applicable terms. The delivery of services commences when we accept the Service Order either electronically, verbally, or in writing, or begin providing the Services described in the Service Order, whichever is earliest.

## 3. Subscriber Responsibilities

- a. **Compliance:** The Subscriber agrees to comply with all applicable laws, regulations, and this Agreement while using ZoomOnline's services.
- b. **Equipment:** The Subscriber is responsible for obtaining and maintaining all necessary equipment for accessing ZoomOnline's services. ZoomOnline is not responsible for any equipment not provided by ZoomOnline.

## 4. Charges, Fees and Payments

- a. **Billing:** ZoomOnline will bill the Subscriber based on the selected product. Fees are subject to change on no less than one month's notice to Subscriber.
- b. **Payment:** The Subscriber agrees to pay all fees associated with the selected product in a timely manner. Failure to make timely payments may result in interest / late fees, service suspension or termination. To the fullest extent permitted by law, all amounts due and payable in terms hereof shall be paid free of exchange and without deduction or set-off. Where a service is suspended and may need to be reactivated, ZoomOnline reserves the right to charge the Customer a re-activation fee.
- c. **Product Discount Promotions Rates.** Should the Subscriber receive a promotional or product discount rate, the Subscriber may cancel the Service at any time prior to the end of the promotional period through the ZoomOnline mobile application, ZoomOnline Portal or by contact our Customer Service. Once the promotional period expires, our standard charges for the Services will apply unless you terminate such Services.
- d. **Billing Errors:** Any disputes concerning the Subscriber's bill may be directed to ZoomOnline by telephone, or email at [accounts@zoomonline.com](mailto:accounts@zoomonline.com). In the event of a dispute concerning the bill, the Subscriber understands, that the Subscriber is still required to pay a sum of money equal to the amount of the undisputed portion of the bill. The Subscriber Services shall not be disconnected for non-payment of the disputed amount. A late fee may be charged upon any outstanding undisputed



balance due that remains after the due date indicated on your billing statement. In the event of a billing error, the Subscriber must inform ZoomOnline within thirty (30) calendar days of the day the Subscriber receives the monthly bill for services. If no notice is received, the Subscriber waives any right to receive a refund or credit.

- e. **Credit Card Payments:** By providing us with a credit card number, the Subscriber authorizes ZoomOnline to charge the card for all charges generated under this Agreement. It is the Subscriber's responsibility to provide ZoomOnline with updated credit card information on a timely basis.

## 5. Term and Termination

- a. The term of this Agreement begins upon activation of services and continues until terminated by either party.
- b. To downgrade any Service package (changing your existing package to a lower-cost package), you must provide notice to this effect of 1 full calendar month, otherwise you will be charged the existing product package.
- Any request to downgrade received on or before the 20<sup>th</sup> of the month can be accepted by ZoomOnline and the Customer's billing for the new month will be at the lower / downgrade plan.
  - Any request to downgrade received after the 20<sup>th</sup> of the month will be processed in the next month's billing cycle, therefore adhering to the 1 full calendar month notice.
- c. All cancellations must be processed via the ZoomOnline portal using your login credentials: <https://portal.zoomonline.com>. Our Operations team will process your request and will email you confirmation of the cancellation acceptance. Additionally you may also contact our Customer Service team for assistance
- The Customer accepts that they have to return any equipment to ZoomOnline within 30 days after the cancellation of their service.
  - Should the Customer fail to return the equipment used, the Customer agrees to ZoomOnline billing them a fee which is equal to the value of the equipment being:
    - ONT Value = \$250.00,
    - Router = \$150.00
    - Wi-Fi Range Extender = \$100 per device)

The aforementioned fees shall be subject to an annual adjustment on the anniversary of the commencement date. The adjustment shall be based on

the greater of:

(a) the percentage increase in the Consumer Price Index (CPI) over the preceding 12-month period; or

(b) any increase in the charges imposed on us by our suppliers directly related to the services provided under this Agreement.

In the event of an increase in supplier charges, we shall notify you in writing,

and the adjustment will take effect from the date specified in the notice, but no earlier than 30 days from the date of the notice



- d. Where a Customer has cancelled their service with ZoomOnline and is requesting for the service to be re-activated, ZoomOnline reserves the right to charge a re-activation fee.
  - e. Either party may terminate this Agreement for cause upon written notice if the other party breaches any material term or condition.
  - f. Immediately by notice if the other Party has committed a material breach which is incapable of remedy;
  - g. Immediately by notice if the other Party has committed a material breach capable of remedy, but which it fails to remedy within 5 Business Days of having been notified of such breach; or
  - h. Immediately by notice if, in relation to that Service, a Force Majeure Event subsists for a continuous period exceeding 2 months.
  - i. ZoomOnline may terminate the Agreement (or a specific Service Order) immediately by notice if the Service provided for home/personal use and it is being utilised for other or business purposes.
  - j. Certain Services, like ZoomOnline's unlimited voice calling offering, are solely for personal use and usage for any other purpose would place the Subscriber in material breach of the Agreement, and ZoomOnline reserves its right to immediately cancel the Agreement, suspend Services and have recourse to remedies for breach.
  - k. If ZoomOnline has reasonable grounds to believe that there has been a violation of its Acceptable and/or AUP Policies, which policies Subscriber has read and understood, ZoomOnline may notify the Subscriber and require the Subscriber to remedy the violation; in the event of an incident involving a violation of public law or regulation or an imminent threat to the Network, immediately; or in all other cases, within 48 hours. Should the Subscriber fail to notify ZoomOnline that such a remedy has been effected in accordance with this clause or if ZoomOnline reasonably determines that the violation is continuing or is likely to occur again, ZoomOnline may terminate this Agreement (or relevant Service) immediately upon notice to the Subscriber.
  - l. ZoomOnline may terminate the Agreement (or the relevant Service Order) without notice if the Subscriber fails to make any payment within 30 days of the amount becoming due.
  - m. Upon termination of the Agreement any accrued Charges not yet invoiced will become due and payable immediately on receipt of an invoice.
  - n. If the Order which has been placed is cancelled by the Subscriber before the Service is installed, then the Subscriber may be liable for installation charges if work has been carried out and charges have been incurred by ZoomOnline.
- 6. Use of Service:** The Subscriber shall use ZoomOnline's services solely for lawful and appropriate purposes. Any unauthorized use or violation of this Agreement is strictly prohibited.
- 7. Service Delivery**
- a. ZoomOnline will make reasonable efforts to provide continuous and reliable internet services. However, the Subscriber acknowledges that internet services may be subject to occasional disruptions, maintenance, or technical issues. Services will be delivered in accordance with the terms outlined in the Service Order and this Agreement. ZoomOnline will provide the services "as is" and "as available" and do not warrant or



guarantee that the services will at all times be available fully. ZoomOnline can further not warrant or guarantee that the service will be fit for any purpose.

ZoomOnline will use its best endeavours to notify the customer in advance of any maintenance and repairs which may result in the unavailability of a service, but cannot always guarantee this.

ZoomOnline's Internet Service has a number of dependencies which we would like to bring to the Subscribers attention.

These dependencies are not meant to be exhaustive but merely to make the Subscriber aware of the dependencies which may be outside of ZoomOnline's control.

- b. Service Level Limits. Each Service level has a maximum throughput rate. ZoomOnline can set or change the maximum throughput rate of any Service level. If we do, we may put in place additional terms to address usage that is not consistent with the resulting Service level.
- c. Throughput Rates. The throughput rate will be tested to the Subscriber site. The Subscriber acknowledges that the Subscriber may not receive maximum throughput speeds at certain times. The throughput rate experienced at any time may be affected by a number of factors, including the nature of the Internet and its protocols, the condition and configuration of our Equipment or the Subscriber owned equipment at the Subscriber site, whether by use Wi-Fi network (which can significantly limit the throughput rate obtained by devices connected to it), data volume and congestion on the Internet, and the performance of the website servers which the Subscriber may be trying to access.
- d. The Subscribers Transmissions. If the Subscriber sends or posts content through the Service, the Subscriber is responsible for the content and confirms that the Subscriber has all necessary rights to do so. The Subscriber grants ZoomOnline, with no obligation to pay the Subscriber, all rights we need to complete the Subscribers transmission or content posting. Should ZoomOnline determine that the transmission or content posting violates any of our published policies, we may block access to them, or cancel the Subscriber's account.
- e. Use of the Service does not give the Subscriber any ownership or other rights in any Internet Protocol, email or Internet addresses that may be provided to the Subscriber as part of the Services. Upon termination of the Service, ZoomOnline reserves the right to permanently delete or remove any or all information associated with the Subscribers account.

## ZoomOnline Voice Calling

### 7. 911 Information

- a. Address Linkage: The device provided by ZoomOnline for Voice Calling is linked to the address provided by the Subscriber. To ensure proper 911 call routing, the Subscriber must provide ZoomOnline with the correct site address.
- b. Address Updates: If the Subscriber moves the device to a new address, obtaining necessary approval from ZoomOnline is required to avoid violating the Agreement.



Moving the device without authorization may result in emergency personnel being unable to locate the Subscriber.

- c. Processing Time: Updating the 911 database with the correct address may take several business days from the time Voice Calling service is signed up for.

## **8. Home Security and Medical Monitoring**

- a. Compatibility: ZoomOnline's Voice Calling service may not be compatible with certain home security systems or medical monitoring devices.
- b. Subscriber Responsibility: If the Subscriber intends to use ZoomOnline's Voice Calling service with third-party home security or medical monitoring systems, it is the Subscriber's responsibility to ensure compatibility and cover associated costs. Testing the system's operation is recommended.

## **9. Battery Backup**

- a. Power Interruption: Our Voice Calling services require electrical power at the Subscriber's site. If there is a power outage, the Subscriber may lose the ability to make or receive calls, use 911, or access home security or medical monitoring services.
- b. Responsibility: The Subscriber is solely responsible for purchasing a battery backup unit (Uninterruptible Power Supply or UPS) to address power interruptions. Please note that a battery backup does not guarantee uninterrupted phone service during power outages.
- c. Limitations: Battery backup options provided by ZoomOnline and our affiliates are designed to support your phone directly plugged into the ZoomOnline ONT. Cordless or wireless phones and similar equipment not directly connected to the ONT will not be powered by the backup, potentially affecting their operation during a power outage.

## **8. Service Equipment**

- a. The Service Equipment will be provisioned with a standard configuration in respect of the ordered Service in and around the Subscriber's site.
- b. In the event of failure of the Service Equipment, ZoomOnline will repair or replace (at its discretion) the Service Equipment where such failure is covered by the warranty of the original equipment manufacturer. Where the Service Equipment is replaced, the Subscriber must return the original Service Equipment to ZoomOnline.
- c. The Subscriber accepts liability for any costs incurred by ZoomOnline as a result of repair or replacement of Service Equipment where the Service Equipment failure was caused by the Subscriber use, misuse or changes to the Service Equipment, other than as previously agreed to in writing by ZoomOnline.
- d. The Subscriber shall be held liable for any damage or loss of any optical network equipment (router/ONT/CPE) the cost of which will be obtained and billed to the Subscriber.
- e. The Subscriber agrees not to modify or move any of the Service without prior authorisation from ZoomOnline. In the event that any equipment supplied by ZoomOnline is damaged as a result of the Subscriber's negligence, the Subscriber will be responsible for the cost of the replacement of the equipment.



- f. The Subscriber alone shall be responsible for confirming that the equipment has been installed correctly, is in operation, and maintenance of any Subscriber owned equipment that is used in connection with the Services, including technically and operationally compatibility.
- g. The Subscriber agrees that fiber installed or provided by ZoomOnline will remain connected on the premise throughout the duration of the Service with ZoomOnline. The Subscriber acknowledges that ZoomOnline and its affiliates may require access to the Subscribers premises for installations and ongoing maintenance of the service.

## **9. ZoomOnline Telephone and Email Contact Consent**

- a. Telephone Contact, ZoomOnline may initiate contact regarding ZoomOnline accounts, inquiries, service requests, or marketing of products or services.
- b. By providing a number, the subscriber certifies authorization for ZoomOnline to contact at any provided number, including residential, cellular, or other wireless devices.
- c. ZoomOnline may use automatic dialling systems, artificial or pre-recorded messages, and/or automated text messages. Opt-out of communications anytime by calling 1 (833)948 6296 or emailing support@zoomonline.com
- d. For quality assurance and lawful purposes, consent is given to ZoomOnline for monitoring or recording telephone conversations.
- e. Authorization is given to ZoomOnline for delivering disclosures, notices, and communications, including promotions, electronically.
- f. b. Communications will be delivered via email to provided addresses. Subscribers are responsible for charges by wireless or mobile providers for email receipt.
- g. Unsubscribe from promotional emails by clicking "unsubscribe."

## **10. Moves**

Should the Subscriber move to another location (including a move within the same building/apartment/condo) , the Subscriber is not guaranteed to have either the same Service or any Service at the new location. The Subscriber must reapply for a Service at any new location and new Service fees will become applicable to any new Service applied for.

## **11. Privacy and Data Security**

ZoomOnline respects the Subscriber's privacy. ZoomOnline's privacy policy outlines how the Subscriber's information is collected, used, and protected. By using the services, the Subscriber agrees to ZoomOnline's privacy policy.

## **12. Limitation of Liability**

ZoomOnline and or our affiliates shall not be liable for any direct, indirect, incidental, consequential, or special damages arising out of or in any way connected with the use of its services.

Without limiting the generality of the aforementioned, ZoomOnline shall not be liable for and the customer will have no claim of whatsoever nature against ZoomOnline as a result of:

- a. any unavailability of, or interruption in the services for reasons which include, but are not limited to:



- i. an uncontrolled event;
  - ii. failure to supply or deliver equipment or services on the required date and/ or time; and/or
  - iii. The Customer's use of any equipment supplied to him.
- b. any damage, loss, cost or claim which the customer may suffer or incur from any suspension or termination of the service/s for any reason contemplated in the Agreement.
- c. Should any liability be attributed to ZoomOnline and or our affiliates' despite the aforementioned, ZoomOnline and or our affiliates' cumulative maximum liability for all claims, irrespective of the cause, shall be limited to one month's subscription payable in terms of this agreement.

### **13. General**

- a. If any changes are proposed to any terms of an agreement between ZoomOnline and any Third Party supplier impacts on the provision of any services or products in terms of this Agreement, ZoomOnline shall be entitled to amend the terms, fees or charges for its services or products at any time on 30 (thirty) days' notice to the Subscriber. The amendment will take effect on the date indicated in the notice;
- b. The Subscriber hereby unconditionally and irrevocably indemnifies ZoomOnline and agrees to indemnify and hold ZoomOnline harmless against all loss, damages, claims, liability and/or costs, of whatsoever nature, howsoever and whensoever arising, suffered or incurred by ZoomOnline as a result of any claim instituted against ZoomOnline by a third party (other than the Subscriber) as a result of (without limitation):
  - i. the use of ZoomOnline services or products other than as allowed or prescribed in the Agreement; and/or
  - ii. any other cause whatsoever relating to the Agreement or the provision of services or products to the customer where the customer has acted wrongfully or failed to act when the customer had a duty to so act;
- c. To the fullest extent possible, the Subscriber disclaims all responsibility or liability for any damages or loss howsoever arising, including but not limited to direct, economic, consequential loss or loss of profits, resulting from the use of or inability to use the services in any manner or from any reliance on the services in any way.
- d. The Subscriber agrees to indemnify and hold harmless ZoomOnline, its members, employees, servants, subcontractors and partners from any demand, action or application or other proceedings, including for attorney's fees and other related costs made by any Third Party and arising out of or in connection with this Agreement and or the inability of any User to use the services.
- e. The Subscriber acknowledges its responsibility for its own internet security and privacy. Subscribers are strongly advised to install firewalls and anti-virus software for their own protection.





#### **14. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the state in which ZoomOnline provides services.

#### **15. Amendments**

ZoomOnline reserves the right to amend this Agreement at any time. Amendments will be effective upon posting, and the Subscriber's continued use of the services after such modifications constitutes acceptance of the amendments.

#### **16. Contact Information**

For questions or concerns regarding this Agreement, please contact ZoomOnline through the designated channels provided on our official website.

By using ZoomOnline's internet services, the Subscriber acknowledges that they have read, understood, and agreed to the terms and conditions outlined in this Agreement.