Cruzio Internet
877 Cedar St. #150, Santa Cruz, CA 95060 • 831-459-6301 • cruzio.com

MASTER SERVICE AGREEMENT
Download a PDF of "Master Service Agreement," "Acceptable Use Policy," and "Privacy Policy"

This agreement ("MSA" or "Agreement") is entered into by you ("Customer") as evidenced by your use of the Services (defined below). "Customer" shall include Customer's corporate subsidiaries, as well as corporate parents, affiliates, and other related companies (collectively, "Affiliates") approved by Cruzio Internet to receive Services under this agreement. For purposes of this agreement the term "Cruzio Internet" shall mean Cruzio Internet DBA The Internet Store or, when applicable, the Cruzio Internet entity identified on Customer's invoice. Cruzio Internet and Customer agree to the following terms and conditions:

1. Acceptance of Terms
1.1 Cruzio Internet provides a wide range of products and resources including, but not limited to, various communication tools, knowledge resources, listings, forums, email, hosting, colocation, office space, workstations, internet access, office equipment, conference space, and connectivity services (the "Services"). These terms form a legally binding Agreement between Customer and Cruzio Internet in relation to Customer's use of the Services and resources. Please take the time to read them carefully.
1.2 Use of the Services, including accessing to Cruzio Internet's website (www.cruzio.com), construes acceptance of the terms which supersede all previous representations, understandings, or verbal agreements. Cruzio Internet reserves the right to take action, including but not limited to immediate suspension or termination of any Services for any violation of this Agreement.
1.3 Cruzio Internet may modify or terminate its Services periodically, for any reason and without notice or liability to Customer, any other user or any third party. Cruzio Internet, at its discretion, reserves the right to update or revise the terms in this Agreement or any other policy or statement issued by Cruzio Internet, and any product offerings or programs described on any Cruzio Internet website or any other document or publication at any time without notice by updating this posting. Please review the terms from time to time to be apprised of any changes. The most current version of this Agreement may be found at terms.cruzio.com. Use of the Services following a change to the terms constitutes agreement to the new terms. If Customer cannot comply with the amended terms, the only remedy is to cancel the Cruzio Internet subscription and/or not use the Services. In its sole discretion and without liability to Customer, Cruzio Internet may:

(i) Alter the methods, processes or suppliers by or through which it provides Services.
(ii) Change the facilities used to provide Services.
(iii) Substitute comparable Services for that being provided to Customer.
If necessary due to the potential impact on affected Customers, Cruzio Internet will use commercially reasonable efforts to furnish prior notice of any alterations, changes or substitutions. If deemed necessary by Cruzio, customer property or data may be stored or

archived for a nominal fee. Property abandoned by customer may be discarded and data abandoned by customer is subject to deletion.
1.4 Any additional Terms of Use including but not limited to any Service Order, Addendum, Sign-Up Form, Lease, and/or Trade Agreement authorized between Cruzio Internet and Customer (hereinafter referred to as "Supplement Agreement") supersedes and is expressly intended to amend this MSA. See Section 15.2.

You may view the most current version of this agreement at:
http://www.cruzio.com/about/terms-use/

2. Registration Obligations
2.1 To order and receive the Services, Customer must be at least 18 years old and may be required to provide a valid credit card, current drivers license, passport, or other forms of identification. Services must be available at Customer's location.
2.2 Cruzio Internet is concerned about the safety and privacy of all its users, particularly children. For this reason, parents of children under the age of 13 who wish to allow their children access to the Services must create a separate login. By adding a login for a child to Customer's account, Customer also gives the child permission to access many areas of the Services, including but not limited to email and instant messaging. Please remember that the Services are designed to appeal to a broad audience. Accordingly, as the legal guardian, it is Customer's responsibility to determine whether any of the Services and/or content are inappropriate for the child.

3. Term
3.1 This Agreement and all Supplement Agreements shall be effective as of the date signed physically or electronically by Customer or the date Customer began to access and use the Services and shall remain in full force and effect so long as any Supplement Agreement is in effect, unless otherwise terminated in accordance with the terms hereof. Each Supplement Agreement shall provide for an initial non-cancelable term ("Original Term"). If Original term is one (1) year or longer, this Agreement shall automatically renew for an additional period of one (1) year at the end of Original Term and each succeeding term; if the Original Term is less than one (1) year, this Agreement shall automatically renew for additional periods of one (1) month at the end of Original Term and each succeeding term. Original Term will renew at contracted rate unless and until Cruzio Internet or Customer gives written notice of non-renewal with no less than thirty (30) days before the end of the then current term. Discounts or promotions applied to Original Term may not apply.
3.2 Customer acknowledges that moving or downgrading Service may result in termination and/or setup charges as outlined below and may require signing an updated contract physically or electronically. Upon any termination of Services, any and all IP addresses assigned by Cruzio Internet to Customer (and any end users) shall no longer be available for Customer's use and Cruzio Internet shall retain the right to use such IP addresses. In addition, upon any termination of Services, any and all resources including but not limited to cabinet space, office space, radio licenses, and email addresses assigned by Cruzio Internet to Customer (and any end users) shall no longer be available for Customer's use and Cruzio Internet shall retain the right to use such resources.

4. Payment Obligations

4.1 Payment Requirements

All accounts are required to maintain a current credit card or bank account on file for automatic payment. Payment is due in full on the account anniversary each period.

For Velocity, Works, and Enterprise Service accounts, the account anniversary is the 1st of each month. For all other Services, the account anniversary is the date the account was originally established each month. Cruzio Internet reserves the right to change the account anniversary at any time.

Customer hereby authorizes Cruzio Internet to automatically charge the credit card or ACH on file for all amounts owed under this Agreement on the account anniversary date. Customers may make advance payments by cash, check, money order, or cashier's check payable to Cruzio and delivered to 877 Cedar St. #150, Santa Cruz, CA 95060, provided such payment is received before the account anniversary date. If advance payment is not received, automatic payment will be processed on the account anniversary date. Customer further authorizes Cruzio Internet to charge the payment method on file for any outstanding amounts if payment fails or other collection attempts are unsuccessful.

Late fees may apply if payment is not received within five (5) days of the anniversary date. Accounts are in default if payment is not received within fifteen (15) days of the anniversary date. Services may be suspended for accounts in default. Accounts may be terminated for non-payment within twenty five (25) days. Such interruption does not relieve Customer from past due and ongoing charges. Cruzio Internet's acceptance of partial payment does not relieve Customer from owing the remaining balance. Customer may be sent to a third party collections agency if full payment is not received within sixty (60) days of anniversary date.

4.2 If Customer has an account that is considered a Trade by Cruzio Internet, whether in-whole or in-part, Customer agrees to abide by both the terms in this MSA and said Trade Agreement. See Section 15.2 for details.

4.3 Cancel requests must be received by email, US Mail, or fax at least thirty (30) days before the effective cancel date. Only a written request to terminate the Services relieves Customer of the obligation to pay further account charges. It does not relieve Customer of past obligations and charges or from any prior agreements to pay, including but not limited to unpaid equipment charges. If Customer defaults, Customer agrees to pay Cruzio Internet’s reasonable expenses, including attorney and collection fees, incurred in enforcing its rights under these terms. Prepaid accounts are not refundable for any reason if terminated early. Setup fees are not refundable for any reason. Unused Services will be refunded in whole months only.

4.4 Customer must return new, unopened hardware and retail items sold within thirty (30) days of delivery for a full refund. Items must be returned in their original packaging with proof of purchase. Refunds will not be issued on:

(i) items that are returned more than thirty (30) days after delivery
(ii) any item that has obvious signs of use
(iii) any item not returned in the condition it was received.

5. Referral Coupons

For the purpose of this section, “New Customer” shall mean a customer who has never previously had the Service and establishes a new Service with Cruzio Internet as a direct result of Original Customer’s referral. For the purpose of this section, “Original Customer” shall mean

the customer that referred New Customer. “Referral Coupon” shall mean the credit applied to the Original Customer’s account. Please contact Cruzio Internet or visit cruzio.com for details regarding the amount of credit to be applied.
5.1 Cruzio Internet will apply a Referral Coupon to Original Customer’s account if both Original Customer and New Customer meet all qualifications listed herein and in coupons, advertisements or other literature related to the referral program or specific referral. Cruzio Internet reserves the right to determine whether Customer and Referred Customer qualify. In order for Original Customer to qualify for a Referral Coupon:

(i) Original Customer must have directly referred New Customer to open a new account sign up for service with Cruzio Internet.
(ii) New Customer must provide the first and last name of Original Customer at the time of sign up (Referral Coupons cannot be applied retroactively).
(iii) New Customer must sign up for a twelve (12) month term or longer.
(iv) Original Customer’s account must be in good standing (as determined by Cruzio Internet.
(v) New Customer and Original Customer cannot be the same person.
5.2 Cruzio Internet reserves the right to determine what, if any, amounts are properly due to Original Customer. Cruzio Internet reserves the right to verify and adjust amounts at any time prior to or following the application of any Referral Coupon. Referral Coupon amount is nontransferable, nonrefundable, and nonredeemable for cash. Upon account termination, any unused credits will automatically expire and may not be transferred, assigned, or redeemed for cash. Referral Coupon will be applied not more than ninety (90) days after New Customer signs up.
5.3 New Customer can only provide one (1) existing Original Customer’s first and last name for Original Customer to receive Referral Coupon. Cruzio Internet will not settle, mediate, or otherwise assume responsibility for resolving disputes between Original Customer and New Customer.

6. Credits for Service Outages
Force Majeure: delays or failure to perform due to fire, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, or other causes beyond Cruzio Internet’s control, whether or not similar to the foregoing.
6.1 In accordance with this Section, Customer shall be eligible to receive a pro-rated credit of amounts pre-paid, if any, in the event that Customer experiences a problem such that he/she is temporarily unable to utilize the Cruzio Internet backbone network and a trouble ticket has been opened as a direct result of such problem (an “Outage”). Outages during scheduled Cruzio Internet, vendors’, affiliates’ or partners’ maintenance periods or caused by a Force Majeure event are excluded from the definition of Outage.
6.2 **Regular Maintenance Window.** Cruzio Internet maintains a recurring scheduled maintenance window each week from 1:00 a.m. to 3:00 a.m. Monday night into Tuesday morning ("Maintenance Window"). During the Maintenance Window, Cruzio Internet may perform maintenance, upgrades, or other work on its systems and infrastructure without providing specific prior notice of service interruption, provided that: (i) such work will not impact Customers with Dedicated, Enterprise, or SLA-governed services; and (ii) any resulting

downtime is expected to be under fifteen (15) minutes in duration. Any downtime occurring during the Maintenance Window that satisfies both of the foregoing criteria shall be considered "scheduled maintenance" for purposes of Section 6.1 and shall not constitute an Outage eligible for credits under this Section 6.
6.3 Customer shall be eligible to receive the following pro-rated credits for the affected Services of amounts pre-paid in the event of an Outage with the following duration (whether cumulative or contiguous) during any calendar month:

(i) outage of four (4) hours = one (1) day's credit
(ii) outage of twenty-four (24) hours = one (1) week's credit
(iii) outage of one (1) week or more = one (1) month's credit.
All Outage credits are capped at one hundred percent (100%) of the monthly service fee for all Services affected by that same Outage in any month. In order to be eligible to receive such credits, Customer must notify Cruzio Internet in writing within sixty (60) days of the occurrence of the Outage. To the maximum extent applicable by law, Customer's sole and exclusive remedy for such Outage shall be to receive the credits as described herein.
6.4 See separate Service Level Agreement for Point-to-Point Enterprise internet service and Colocation services.

7. Termination of Service
7.1 Customer agrees that Cruzio Internet, in its sole discretion, has the right (but not the obligation) to delete or deactivate Customer's account, block Customer's email or IP address, or otherwise terminate Customer's access to or use of the Services (or any part thereof), without liability, upon thirty (30) days advance written notice to Customer, and remove and discard any content within the Services upon thirty (30) days advance written notice, for any reason, including, without limitation, if Cruzio Internet believes that Customer has acted inconsistently with the provisions of this Agreement or any Supplement Agreement. Customer agrees that Cruzio Internet shall not be liable (to Customer or any third-party) for any termination of access to the Services. Furthermore, Customer agrees to not attempt to use the Services after said termination.
7.2 Cruzio Internet may discontinue providing the Services without notice or liability if Customer uses, or threatens to use the Services for any unlawful purpose or otherwise violates the terms of this Agreement or any Supplement Agreement.
7.3 In the event a law prohibits, substantially impairs or makes impractical the provision of Services under this Agreement or any Supplement Agreement, as determined by Cruzio Internet in its reasonable discretion, Cruzio Internet may terminate this Agreement or any Supplement Agreement without notice or liability.
7.4 Customer acknowledges and agrees that neither this Agreement nor any Supplement Agreement is cancelable in whole or in part without the prior written authorization and approval of Cruzio Internet. If this Agreement or any Supplement Agreement hereunder is terminated by Customer with less than thirty (30) days prior written notice or such other minimum time period as provided in this Agreement or any Supplement Agreement, then Customer shall be responsible for early termination fee equal to the service charges remaining in contracted term, plus the difference between any promotional discounts that may have been received and the amount that would have been charged if a month-to-month term had been entered into initially. If this Agreement or any Supplement Agreement is executed for less than

one (1) year, then the early termination fee will be equal to one (1) month of the service charge. Customer acknowledges that the early termination charge is a liquidated damage and not a penalty and that charges for services hereunder would be substantially higher but for this provision. Customer acknowledges that moving or downgrading service will result in setup fees and/or termination charges as outlined above.
7.5 Upon expiration or termination of service:

(i) Cruzio Internet may cease providing service.
(ii) All Customer payment obligations under this Agreement, including but not limited to monthly service fees through the end of the term will become due in-full immediately, early termination fees may apply.
(iii) Customer grants Cruzio Internet a continuing right, consistent with applicable California law, to access Service Premises, including rooftops, exterior walls, and other exterior areas where CPE is installed, for purposes of installation, maintenance, inspection, and equipment retrieval. Cruzio Internet will provide at least 24 hours' advance notice of equipment retrieval visits via email and/or phone to the contact information on file, except in emergency situations. If Customer does not respond or is unavailable, Cruzio Internet may proceed with equipment retrieval as scheduled, provided access is available. Access will be scheduled during normal business hours (8am-5pm) unless otherwise agreed. Customer agrees to ensure that any property managers, landlords, building owners, or subsequent owners are informed of this access right.
CPE must be returned in serviceable condition, with reasonable wear and tear expected. Any damaged, missing, or unavailable equipment, or fees incurred for equipment recovery (including but not limited to lift rentals, contractor fees, roof access charges, or multiple retrieval attempts) will be billed to Customer at time of cancellation. Equipment which is unavailable or missing may incur ongoing monthly charges until recovered or paid for in full. If Customer denies access for equipment retrieval after reasonable notice, or if equipment cannot be recovered due to Customer's actions or inactions, Customer authorizes Cruzio Internet to charge the full replacement cost of the equipment plus reasonable recovery attempt fees.

8. Acceptable Use
Network Abuse: any action that interferes with the network or the normal operation of networks and systems within or external to Cruzio Internet is prohibited
8.1 Use of the Service for orchestration of or participation in any Network Abuse of Cruzio Internet or any other network, system or service is expressly forbidden and is grounds for account termination and possible legal action. Cruzio Internet retains at all times the right to determine what constitutes Network Abuse. Examples include but are not limited to:

(i) Port scanning.
(ii) Use of ‘cracking’ software or techniques.
(iii) Dissemination of viruses or malware.
(iv) Provocation of attacks on the Cruzio Internet network or any other network.
(v) Conduct which causes Cruzio Internet to be blocked by another provider or which causes Cruzio Internet to be placed on a “block list”.
(vi) Flooding Cruzio Internet or any other network with traffic for the purpose of disrupting service.

(vii) Mail bombing.
(viii) Spamming.

Cruzio Internet Services may only be used for lawful purposes. Transmission or storage of material in violation of federal, state, or local statutes, ordinances, and regulations is prohibited. This includes, but is not limited to, material that is copyrighted, judged to be threatening, compromises security or privacy, or is protected by trade secret. Cruzio Internet reserves the right to remove or modify, at its discretion, any material in violation of these policies. Customer agrees to comply with the rules and restrictions appropriate to other networks and services connected directly or indirectly to Cruzio Internet. This includes, but is not limited to, the Acceptable Use Policies established for the internet as a whole which expressly prohibits certain commercial solicitation.

8.2 In the unlikely event that aggregate demand exceeds the available capacity of the network, Cruzio will temporarily employ various network management techniques to ensure that Customers continue to have a positive experience. In times of acute congestion, bandwidth will be allocated without regard to the Customers' online activities or the protocols or applications that Customers are using. This may result in slower download and upload speeds and slower response times from websites and internet-based applications and services. Cruzio abides by the principles of Net Neutrality and does not prevent, impede, favor or inhibit the use of any lawful content, product, application or service that the Customer chooses to access over the Service as long as the use of that product or service does not violate these terms and conditions. Cruzio will not engage in deep packet inspection (where the content of the data packet is inspected beyond its IP, TCP, and UDP headers) or drop specific types of end-user traffic except as described herein to preserve the integrity of the network and protect against negative effects of internet threats.

8.3 Email accounts are for personal or business correspondence only. Unsolicited Commercial Email (otherwise known as UCE or spam) is strictly prohibited and Customers who are violators may have their accounts terminated immediately. Sending unsolicited email to one or more addresses regardless of how the addresses were obtained may be considered spamming and is grounds for account termination. Use of a Cruzio Internet address or any address of a domain hosted by Cruzio Internet as a return address for replies to spam is also prohibited. Customer agrees to not send unsolicited advertisements ("junk mail") through the internet and not to send email to anyone after they have asked to stop being sent email ("harassment"). Email that is intentionally or erringly delivered to or received by any individual or business who has requested to not receive from the sender or who has not deliberately requested to receive from the sender will be considered spam. This refers not only to Cruzio Internet email hosted on Cruzio Internet's servers, but also to anything that inhibits Cruzio Internet's network. Cruzio Internet may at its discretion employ filtering techniques to block inbound email from known sources of spam and email abuse, and may also filter incoming email for known viruses. Cruzio Internet may temporarily turn off Service until Network Abuse ceases.

8.4 Any unauthorized use of the Service is a violation of these Terms and certain federal and state laws, including without limitation the Computer Fraud and Abuse Act (18 U.S.C. §1030 et seq.), Section 502 of the California Penal Code and Section 17538.45 of the California Business and Professions Code. Such violations may subject the sender and his or her agents to civil and criminal penalties.

8.5 Recognizing the global nature of the internet, Customer agrees to comply with all local rules regarding online conduct and acceptable content, including, without limitation, Customer

agrees to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which Customer resides. Customer agrees not to post, email, or otherwise make available content including but not limited to:

(i) that harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability
(ii) that violates the Fair Housing Act by stating, in any notice or ad for the sale or rental of any dwelling, a discriminatory preference based on race, color, national origin, religion, sex, familial status or handicap (or violates any state or local law prohibiting discrimination on the basis of these or other characteristics)
(iii) that violates federal, state, or local equal employment opportunity laws, including but not limited to, stating in any advertisement for employment a preference or requirement based on race, color, religion, sex, national origin, age, or disability
(iv) with respect to employers that employ four (4) or more employees, that violates the anti-discrimination provision of the Immigration and Nationality Act, including requiring U.S. citizenship or lawful permanent residency (green card status) as a condition for employment, unless otherwise required in order to comply with law, regulation, executive order, or federal, state, or local government contract
(v) that constitutes or contains "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters", "pyramid schemes," or unsolicited commercial advertisement
(vi) that includes links to commercial services or websites, except as allowed in "Services"
(vii) that advertises any illegal service or the sale of any items the sale of which is prohibited or restricted by any applicable law, including without limitation items the sale of which is prohibited or regulated by California or other States or federal law
(viii) that uses automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Service – unless expressly permitted by Cruzio Internet
(ix) that is non-local or otherwise irrelevant content, repeatedly post the same or similar content or otherwise impose an unreasonable or disproportionately large load on our infrastructure
(x) in any form of automated device or computer program that enables the submission of postings on Cruzio.com without each posting being manually entered by the author thereof (an "automated posting device"), including without limitation, the use of any such automated posting device to submit postings inbulk, or for automatic submission of postings at regular intervals.

8.6 Email users also agree to abide by OpenSRS Acceptable Use, Abuse Reinstatement and Mass Mailing Policies:

- https://opensrs.com/wp-content/uploads/emailaup.html
- https://opensrs.com/wp-content/uploads/emailabuse.html
- https://opensrs.com/wp-content/uploads/emailmassmailing.html

Customer agrees not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

9. Web Hosting

By using Cruzio Internet Services, specifically for web hosting and domain registrations, Customer agrees to the following terms:
ICANN policy: icann.org
Master Contract: opensrs.com

10. Publishing

10.1 Cruzio Internet does not control any material uploaded to the Service by a user of the Services ("User Content"), and does not guarantee the accuracy, integrity, or quality of such User Content. Under no circumstances will Cruzio Internet be liable in any way for any content or for any loss or damage of any kind incurred as a result of the use, uploading, or otherwise making available of any content posted, emailed or otherwise accessible via the Service. Customer acknowledges that Cruzio Internet does not pre-screen or approve User Content, but that Cruzio Internet shall have the right (but not the obligation) in its sole discretion to refuse, delete or move any content that is available via the Service, for violating the letter or spirit of this Agreement or for any other reason or for no reason at Cruzio Internet's sole discretion. Customer acknowledges and agrees that by accessing the Service, Customer may be exposed to User Content that Customer may find offensive, indecent, or otherwise objectionable. Cruzio Internet will not be liable for such impact of User Content. Customer agrees that Customer bears all risk associated with the uploading or use of any content, including User Content, and including reliance on the accuracy, usefulness, or completeness of any content, including User Content.

10.2 Although Cruzio Internet does not claim ownership of User Content that its users post, by posting User Content to any public area of the Service, Customer automatically grants and represents and warrants that Customer has the right to grant to Cruzio Internet an irrevocable, perpetual, non-exclusive, royalty-free, worldwide, transferable, assignable license to use, copy, reproduce, perform, display, and distribute said User Content and to prepare derivative works of, or incorporate into other works, said User Content, and to grant and authorize sub-licenses of the foregoing under any or all of the preceding rights and conditions through any number of tiers by any means, media, technology, and platforms, now known or later developed. Furthermore, by posting User Content to any public area of the Service, Customer automatically grants Cruzio Internet all rights necessary to prohibit any subsequent aggregation, display, copying, duplication, reproduction, distribution or exploitation of said User Content on the Service by any party for any purpose. Cruzio Internet neither endorses nor is Cruzio Internet responsible for the accuracy or reliability of any opinion, advice, information, or statement made on or in connection with the Service by anyone other than authorized Cruzio Internet employees acting in their official capacities.

10.3 If the Service allows removal, Customer can request that Cruzio Internet delete such content, including User Content, however, Cruzio Internet cannot guarantee that all of Customer's User Content will be removed from the Service, nor from other users' devices, nor that other users of the Service will not misuse any User Content that Customer supplies. Cruzio Internet is not responsible for any misuse of Customer's User Content. Please contact a Copyright Agent as described below if you believe that your rights are being infringed.

10.4 Cruzio Internet may charge a fee to post content, including User Content, in some areas of the Service. The fee is an access fee permitting content to be posted in a designated area. Each party posting content, including User Content, to the Service is responsible for said content and

compliance with the Terms. All fees paid will be non- refundable in the event that content, including User Content, is removed from the Service for violating the Terms.
10.5 The Cruzio Internet site may contain features and functionalities that link or provide access to third party content which is completely independent of Cruzio Internet, including websites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole. Customer's interactions with organizations and/or individuals found on or through the Cruzio Internet site, including payment and delivery of goods or services, and any other terms, conditions, warranties, representations or personal dealings associated with such dealings, such as the privacy policy and practices, of these other sites, are solely between Customer and such organizations and/or individuals.
10.6 Customer agrees that Cruzio Internet shall not be responsible or liable for any loss or damage of any sort incurred as the result of Customer's use of or reliance on any content, goods or services available through third party sites. If there is a dispute between participants of the Service, or between users and any third party, Customer understands and agrees that Cruzio Internet is under no obligation to become involved. In the event that Customer has a dispute with one or more other users, Customer hereby releases Cruzio Internet, its officers, employees, agents and successors from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or our service. CALIFORNIA RESIDENTS WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."
10.7 Customer acknowledges that Cruzio Internet may establish limits concerning use of Cruzio Internet Services, including the maximum number of days that any content, including User Content, will be retained, the maximum number and size of postings, email messages, or other content, including User Content, that may be transmitted or stored by Cruzio Internet, and the frequency with which Customer may access Cruzio Internet Services. Customer agrees that Cruzio Internet has no responsibility or liability for the deletion or failure to store any content, including User Content, maintained or transmitted by Cruzio Internet.
10.8 Customer will receive a password and account designation upon completing the Service's registration process. Customer is responsible for maintaining the confidentiality of the password and account and is fully responsible for all activities that occur under such password or account. Customer agrees to:

(i) Immediately notify Cruzio Internet of any unauthorized use of Customer's password or account or any other breach of security.
(ii) Not to transfer or re-sell Customer's use of or access to the password, the account, or the Service to anythird parties.
(iii) Ensure that Customer exits from the account at the end of each session.
Cruzio Internet cannot and will not be liable for any loss or damage arising from Customer's failure to comply, or Cruzio Internet's action or omission caused by Customer's failure to comply with this section 10.8.

10.9 Cruzio Internet grants Customer a limited, revocable, non-exclusive license to access the Service for Customer's own personal use. This license does not include:

(i) Access to the Service by those employed to post listings, events, and other such content to websites.
(ii) Any collection, aggregation, copying, duplication, display or derivative use of the Service nor any use of data mining, robots, spiders, or similar data gathering and extraction tools for any purpose unless expressly permitted by Cruzio Internet.
A limited exception to subsection 10.9 (ii) is provided to general purpose internet search engines and non-commercial public archives that use such tools to gather information for the sole purpose of displaying hyperlinks to the Service, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with Cruzio Internet's robots.txt file. "General purpose internet search engine" does not include a website, search engine or other service that specializes in classified listings or in any subset of classifieds listings such as jobs, housing, for sale, services, or personals, or which is in the business of providing classified ad listing services. Cruzio Internet permits Customer to display on their website, or create a hyperlink on their website to individual postings on the Service so long as such use is for noncommercial and/or news reporting purposes only (e.g., for use in personal Web blogs or personal online media). If the total number of such postings displayed or linked to Customer's website exceeds twenty (20) postings, Customer's use will be presumed to be in violation of this Agreement, absent express permission granted by Cruzio Internet to do so. Customer may also create a hyperlink to the home page of Cruzio Internet sites so long as the link does not portray Cruzio Internet, its employees, or its affiliates in a false, misleading, derogatory, or otherwise offensive manner.
10.10 Use of the Service beyond the scope of authorized access granted to Customer by Cruzio Internet immediately terminates said permission or license. In order to collect, aggregate, copy, reproduce, duplicate, display, distribute, or make derivative use of the Service or any content made available via the Service for other purposes (including commercial purposes) not stated herein, Customer must first obtain express permission from Cruzio Internet.

11. Indemnification
11.1 Customer agrees to protect, indemnify, defend, save and hold harmless Cruzio Internet and its officers and employees from any and all suits, proceedings, claims, liabilities, expenses, including reasonable attorneys' fees, damages, or rights of action caused by, arising from, or relating to damage to real or tangible personal property or personal injuries (including death) arising out of the gross negligence or willful misconduct of the Defending Party. 11.2 These indemnifications will survive this Agreement.

12. Succession, Assignability
12.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors or assigns.
12.2 Customer shall not assign, transfer, or dispose this Agreement or any of its rights or obligations hereunder without prior written consent of Cruzio Internet, which shall not be unreasonably withheld; provided, however, that Customer may assign or transfer this Agreement to a controlling or controlled affiliate or to a successor in the event of reorganization, including a merger or sale of substantially all of its assets, without the consent

of Cruzio Internet. An assignment, transfer or disposition of this Agreement by Customer shall not relieve Customer of any of its obligations under this Agreement and shall subject assignee to all of the provisions of this Agreement. Notwithstanding the foregoing, Customer shall not license, lend, or sell Cruzio Internet Services to any third party.
12.3 Subject to Section 13 (Cruzio Internet's Remedies) hereof, Cruzio Internet shall have the right to assign this Agreement and to assign its rights and delegate its obligations and liabilities under this Agreement, either in whole or in part, to any party. Cruzio Internet shall provide notice to Customer as soon as possible of any assignment under this section.
12.4 Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.

13. Cruzio Internet's Remedies
Customer agrees that any unauthorized use of the Services would result in irreparable injury to Cruzio Internet and/or its affiliates or licensors for which money damages would be inadequate. In such event Cruzio Internet and/or its affiliates and/or licensors, shall have the right to immediate injunctive relief against Customer, in addition to other remedies available at law and in equity. Nothing contained in this Agreement shall be construed to limit remedies or relief available pursuant to statutory or other claims that Cruzio Internet, its affiliates and/or licensors may have, including but not limited to any claim for intellectual property infringement.

14. Severability
If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remainder of this Agreement will continue in full force and effect.

15. Entire Agreement
15.1 This MSA constitutes the entire agreement between the parties with respect to Customer's use of the Services as described in this Agreement or any part thereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Cruzio Internet.
15.2 In the event that Customer and Cruzio Internet have entered into multiple agreements (i.e., Supplement Agreements), the terms in each Supplement Agreement will apply to the specific services and/or products in connection with that Supplement Agreement. If any provision or portion of this Agreement contradicts any other agreement, in whole or in part, authorized by both Cruzio Internet and Customer, the portion in the Supplement Agreement shall supersede the portion in this Agreement and the remainder of this Agreement will continue in full force and effect.

16. Non-waiver
No course of dealing, course of performance or failure of either party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of any term, right or condition.

17. Headings
All headings contained in this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement or any clause.

18. Applicable Law
This Agreement and Customer's use of the Services will be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. The construction, interpretation and performance of this Agreement shall be governed by the law of the State of California without regard to its conflicts of laws and provisions. Customer expressly consents that the state or federal courts located in Santa Cruz County, California, shall have exclusive jurisdiction and venue over any dispute arising out of or relating to this Agreement or any claim involving Cruzio Internet, and Customer hereby covenants that it will not bring suit in any other jurisdiction.

19. Security
Cruzio Internet has implemented commercially reasonable technology and security features and policy guidelines consistent with customary standards in the computer and internet industry to safeguard the privacy of Customer's personally identifiable information from unauthorized access or improper use. All of Cruzio Internet's online forms that ask for credit card information (to order a service, or to make a payment) use the industry standard Secure Sockets Layer (SSL) encryption to protect the data in transit consistent with customary standards in the computer and internet industry. Any credit card information electronically stored by Cruzio Internet is also encrypted consistent with customary standards in the computer and Internet industry. Cruzio Internet does not guarantee that its systems and databases are immune from third party hacking.

20. Representation and Warranties
Customer represents that they have the right to grant permission to Cruzio Internet and its agents, to enter service address to install, maintain and repair telecommunications facilities and to retrieve equipment upon service termination.

21. Sales or Dispositions
Nothing in this Agreement shall prevent or be construed to prevent Cruzio Internet from selling or otherwise disposing of any portion of Cruzio Internet's network or other property of Cruzio Internet used for Customer's connection, provided, however, that in the event of a sale or other disposition, Cruzio Internet shall condition such sale or other disposition subject to the rights of Customer under this Agreement. Cruzio Internet shall promptly notify Customer of the proposed disposition of Cruzio Internet's network or other property used by Customer.

22. Copyright Infringements
22.1 It is Cruzio Internet's policy to conform to Title II of the Digital Millennium Copyright Act (17 U.S.C. 511 et seq.), which outlines an Internet Service Provider's (ISP) obligations if one of its subscribers offers infringing copy online. The statute describes "notice and take down" provisions, stating that once an ISP receives notice of the copyright infringement, it must take down the unauthorized material. In addition to adhering to those and other requirements, Cruzio Internet has designated an agent to receive notices from unhappy copyright owners. The

registry of agents is maintained by the Library of Congress and, in our case, all emailed complaints should be sent to abuse@cruzio.com and include:

(i) An electronic or physical signature of the person authorized to act on behalf of the copyright owner.
(ii) A description of the copyrighted work that Customer claims has been infringed.
(iii) A description of where the material that Customer claims is infringing is located on the site.
(iv) Customer's address, telephone number, and email address.
(v) A statement by Customer of good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
(vi) A statement by Customer, made under penalty of perjury, that the above information in Customer's complaint is accurate and that Customer is the copyright owner or authorized to act on the copyright owner's behalf.
22.2 By posting messages, inputting data, uploading or transmitting other content, or engaging in any other form of communication through the Service, Customer represents and warrants that:

(i) Customer owns or otherwise controls all applicable rights to the User Content and the like that Customer posts, uploads, transmits or displays.
(ii) The User Content is accurate.
(iii) The use of the User Content that Customer supplies does not violate third-party rights including without limitation any intellectual property rights, rights of publicity and privacy and will not cause injury to any person or entity.
(iv) Customer's User Content is not unlawful, abusive, deceptive, pornographic, obscene, defamatory, slanderous, offensive, or otherwise inappropriate or harmful to any person (including any minor) or entity.
(v) Customer's User Content contains no viruses, worms, corrupt files, Trojan horses, or other forms of corruptive code, or any other content which may compromise the Service.
(vi) Customer's User Content does not advocate illegal activity.
(vii) Customer's User Content does not link to any prohibited content or activity.
(viii) Customer will indemnify and hold harmless Cruzio Internet, its partners, parents, subsidiaries, agents, affiliates and/or licensors, as applicable, for all claims resulting from User Content that Customer supplies.
In addition to the above, Customer acknowledges and agrees that Cruzio Internet may store and/or disclose, as applicable, any such content, including User Content, messages or material it is required to do so by law, or has a good faith belief that such storage or disclosure is reasonably necessary:

(i) To comply with court orders or other legal processes.
(ii) To enforce this Agreement.
(iii) To respond to any claims that such content (or Customer's use of the same), including User Content, violates any third party's rights.
(iv) To protect the rights, property or personal safety of Cruzio Internet, its business partners, affiliates,licensors and/or customers, any other Cruzio Internet subscriber or member, or the general public.

22.3 Cruzio Internet trademarks and service marks and other Cruzio Internet logos and product and service names are trademarks of Cruzio Internet. Without Cruzio Internet's prior permission, Customer agrees not to display or use in any manner the Cruzio Internet marks.

23. Privacy Policy

23.1 Cruzio Internet will not sell, trade or disclose to third parties any personally identifiable information derived from the registration for or use of a Cruzio Internet online service without the consent of Customer (except as required by subpoena, search warrant, government, judicial order, or other legal process). If Cruzio Internet, at its election, includes Customer's name and any other personally identifiable information in a directory that Cruzio Internet creates from information received as an online service provider, Cruzio Internet will give Customer the opportunity to have the information excluded from that directory. Business directories that Cruzio Internet creates may, however, contain similar information obtained from other sources.
23.2 Cruzio Internet will collect and use personally identifiable information for billing purposes, to anticipate and resolve problems with the Services, or to create and inform Customer of products and services that better meet Customer's needs. This means that Cruzio Internet may use Customer's personally identifiable information to market new Services to them that may be of interest to Customer, but Cruzio Internet will not disclose personally identifiable information to third parties who want to market products to Customer.
23.3 Partnerships with Third Parties:

(i) Cruzio Internet partners with Sonic Telecom and American Telephone & Telegraph (AT&T) to provide select services. If Customer purchases such services, Cruzio Internet must release some personally identifiable information to Sonic Telecom or AT&T and its affiliates. The privacy policies of Sonic Telecom and AT&T are not under Cruzio Internet's control and may differ from Cruzio Internet's. Sonic Telecom is the sole provider of Fusion Voice service.
(ii) Cruzio Internet partners with GKG.net and OpenSRS to provide domain name registration services. If Customer registers a domain name, Cruzio Internet must release some personally identifiable information to GKG.net or OpenSRS. The privacy policies of GKG.net and OpenSRS are not under Cruzio Internet's control and may differ from Cruzio Internet's. Additionally, when Customer registers a domain name, the information submitted to the domain name registrar becomes publicly available on the internet.
(iii) Cruzio Internet partners with OpenSRS to provide email services. The privacy policies of OpenSRS have been are not under Cruzio Internet's control and may differ from Cruzio Internet's. Except as required by law, OpenSRS will not directly solicit Users and will not give, sell, lease, license or rent Users' personal information to any third party, unless required by law.
(iv) If Customer chooses to purchase ShopSite software and set up an online store, Customer will be asked if he or she would like to voluntarily register Customer's store for listing in the ShopSite directory. If Customer decides to register their store, Customer will be linked directly to the ShopSite website to provide this information. Cruzio Internet does not have control over the personally identifiable information submitted to ShopSite.
(v) Cruzio Internet may partner with other third parties to provide additional Services. Some information must be shared with the third party in order to provide these services. Information regarding third parties will be made available at the time of purchase of such products and/or Services.

23.4 Cruzio Internet will not read or disclose to third parties private email communications that are transmitted using Cruzio Internet's Services without Customer's permission, except as required to operate the Service, protect the network, or as otherwise authorized or required by law.

24. Disclosure

Cruzio Internet reserves the right at all times to disclose any information about Customer, Customer's participation in and use of Cruzio Internet products and/or Services as Cruzio Internet deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, at Cruzio Internet's sole discretion. Unless Customer provides a directive in writing prior to ServiceStart Date, Cruzio Internet reserves the right to use Customer's name, images and other information in training, technical and marketing materials.

25. Confidentiality

Customer acknowledges and agrees that during their use of the Services they may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by Cruzio Internet, a customer, or any participant or user of the Services or any employee, affiliate, or agent thereof, that is nonpublic, confidential or proprietary in nature. Confidential Information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, technology, products, employees, customers, marketing plans, financial information, Services, business affairs, any knowledge gained through examination or observation of or access to 877 Cedar St., computer systems and/or books and records of Cruzio Internet, any analyses, compilations, studies or other documents prepared by Cruzio Internet or otherwise derived in any manner from the Confidential Information and any information that Customer is obligated to keep confidential or know or have reason to know should be treated as confidential. Customer's participation in and/or use of the Services obligates them to maintain all Confidential Information in strict confidence; not to disclose Confidential Information to any third parties; not to use the Confidential Information in any way directly or indirectly detrimental to Cruzio Internet, or any participant or user of the Services. All Confidential Information remains the sole and exclusive property of Cruzio Internet or the respective disclosing party. Customer acknowledges and agrees that nothing in this Agreement or Customer's participation or use of the Services will be construed as granting any rights to them, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of Cruzio Internet. The terms in this section shall survive this Agreement.

26. Disclaimer of Warranties

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, CRUZIO INTERNET MAKES NO WARRANTIES REGARDING THE SERVICES OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT AND MAKES NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY PERSON ASSOCIATED WITH CRUZIO INTERNET SHALL CREATE A WARRANTY IN ANY WAY WHATSOEVER RELATING TO CRUZIO INTERNET AND/OR CRUZIO INTERNET'S ENTITIES, ASSOCIATES, AFFILIATES, LICENSORS, AND LICENSEES, AS APPLICABLE. CRUZIO INTERNET AND CRUZIO

INTERNET'S ENTITIES, ASSOCIATES, AFFILIATES, LICENSORS, AND LICENSEES DISCLAIM ANY WARRANTIES FOR SERVICES, INFORMATION, DATA OR GOODS RECEIVED THROUGH OR ADVERTISED ON CRUZIO INTERNET'S SITE AND SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED BY CRUZIO INTERNET'S SITE AND SERVICES. CUSTOMER AGREES THAT USE OF THE CRUZIO INTERNET WEBSITE AND THE SERVICE IS ENTIRELY AT CUSTOMER'S OWN RISK WITH RESPECT TO ANY AND ALL MATTERS CONCERNING THE SERVICE AND CUSTOMER'S USE OF THE SERVICE. CRUZIO INTERNET EXERCISES NO CONTROL WHATSOEVER OVER THE CONTENT, INCLUDING USER CONTENT, OF THE INFORMATION PASSING THROUGH ITS SYSTEMS. THE CRUZIO INTERNET SITE AND THE SERVICE ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND.

27. Limitation of Liability

CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT NEITHER CRUZIO INTERNET NOR CRUZIO INTERNET'S VENDORS, SUPPLIERS, OR LICENSORS ARE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH:

(i) ANY ACT OR OMISSION BY CUSTOMER, OR ANOTHER PERSON OR COMPANY.
(ii) PROVIDING OR FAILING TO PROVIDE SERVICES, INCLUDING DEFICIENCIES OR PROBLEMS WITH CRUZIO INTERNET'S PRODUCTS OR SERVICES.
TRAFFIC OR OTHER ACCIDENTS, OR ANY HEALTH-RELATED CLAIMS ALLEGEDLY ARISING FROM THE USE OF PRODUCTS AND SERVICES.
CONTENT OR INFORMATION ACCESSED WHILE USING CRUZIO INTERNET'S SERVICES, SUCH AS THROUGH THE INTERNET.
INTERRUPTION OR FAILURE IN ACCESSING OR ATTEMPTING TO ACCESS EMERGENCY SERVICES.
EVENTS DUE TO FACTORS BEYOND CRUZIO INTERNET'S CONTROL, INCLUDING ACTS OF GOD (INCLUDING, WITHOUT LIMITATION, WEATHER-RELATED PHENOMENA, FIRE OR EARTHQUAKE), WAR, RIOT, STRIKE, OR ORDERS OF GOVERNMENTAL AUTHORITY.
IN THE EVENT CRUZIO INTERNET IS FOUND TO BE RESPONSIBLE TO CUSTOMER FOR MONETARY DAMAGES RELATING TO THE SERVICES AND PRODUCTS, CUSTOMER AGREES THAT ANY SUCH DAMAGES WILL NOT EXCEED THE AMOUNT OF CRUZIO INTERNET'S MONTHLY RECURRING CHARGES TO CUSTOMER FOR SUCH SERVICES AND PRODUCTS DURING THE AFFECTED PERIOD. EXCEPT AS OTHERWISE PROHIBITED BY LAW, ALL CLAIMS MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE THE CLAIM ARISES.

28. Consequential or Other Damages

28.1 UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL CRUZIO INTERNET OR CRUZIO INTERNET'S ENTITIES, ASSOCIATES, AFFILIATES, LICENSORS, AND LICENSEES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR PROFIT, ARISING OUT OF THE USE OF, RELIANCE ON, OR THE INABILITY TO USE, THE SITE, SERVICES, OR MATERIAL, OR FROM THE INTERRUPTION, NON- PERFORMANCE, SUSPENSION, OR TERMINATION OF CRUZIO INTERNET'S SITE, SERVICES, AND MATERIAL (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), EVEN IF CRUZIO INTERNET

AND/ OR CRUZIO INTERNET'S ENTITIES, ASSOCIATES, AFFILIATES, LICENSORS, AND LICENSEES, AS APPLICABLE, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
28.2 THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ADVICE, INFORMATION, DATA, SERVICES OR GOODS RECEIVED THROUGH, OR ADVERTISED ON CRUZIO INTERNET'S SITE, SERVICES, AND MATERIAL OR RECEIVED THROUGH ANY LINKS PROVIDED IN CRUZIO INTERNET'S SITE, SERVICES, AND MATERIAL.
28.3 WITHOUT LIMITING THE FOREGOING, CRUZIO INTERNET AND ITS ENTITIES, ASSOCIATES, AFFILIATES, LICENSORS, AND LICENSEES SHALL NOT BE LIABLE FOR ANY DELAY, INTERFERENCE OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OR CONDITIONS BEYOND ITS REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, FIRE OR OTHER CASUALTY OR ACCIDENT, INTERNET FAILURES, TELEPHONE EQUIPMENT FAILURES, ACTS OF GOD, SEVERE WEATHER CONDITIONS, WAR OR OTHER VIOLENCE, OR ANY LAW, ORDER, PROCLAMATION, REGULATION, ORDINANCE, DEMAND OR REQUIREMENT OF ANY GOVERNMENTAL AGENCY.

29. Arbitration of Disputes

29.1 IN THE EVENT THERE IS A DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, CRUZIO INTERNET'S SERVICES, MATERIALS OR PRODUCTS, INCLUDING BILLING DISPUTES OR THE SUBJECT MATTER OF THIS AGREEMENT THAT THE PARTIES CANNOT MUTUALLY RESOLVE, THAT DISPUTE FIRST SHALL BE REVIEWED IN GOOD FAITH BETWEEN THE PARTIES BY EITHER GIVING THE OTHER WRITTEN NOTICE OF THE DISPUTE AND UNDERTAKING TO RESOLVE THAT DISPUTE THROUGH DISCUSSIONS FOR A PERIOD OF FORTY (40) BUSINESS DAYS FROM THE DELIVERY OF THE WRITTEN NOTICE OF DISPUTE. IF, DESPITE SUCH DISCUSSION, THE PARTIES CANNOT AGREE TO A RESOLUTION OF THE DISPUTE, THEN ANY PARTY SHALL HAVE THE RIGHT TO SUBMIT THE DISPUTE TO ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION IN SANTA CRUZ COUNTY, CALIFORNIA, UNLESS THE PARTIES AGREE TO AN ALTERNATE LOCATION OR ARBITRATION REVIEW ENTITY EVEN IF IT ARISES AFTER CUSTOMER'S SERVICES HAVE TERMINATED.
29.2 THERE IS NO JUDGE OR JURY IN ARBITRATION, THIS INCLUDES ANY CLAIMS AGAINST OTHER PARTIES RELATING TO THE SERVICES, MATERIALS OR PRODUCTS PROVIDED OR BILLED TO CUSTOMER (SUCH AS SUPPLIERS, OR THIRD PARTY VENDORS) WHENEVER CUSTOMER ALSO ASSERTS CLAIMS AGAINST CRUZIO INTERNET IN THE SAME PROCEEDING. ANY AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN A COURT OF COMPETENT JURISDICTION.
29.3 IF FOR ANY REASON THIS ARBITRATION PROVISION DOES NOT APPLY TO A CLAIM, OR SHOULD, FOR ANY REASON, THIS ARBITRATION PROVISION BE DEEMED UNENFORCEABLE OR WAIVED, CRUZIO INTERNET AND CUSTOMER AGREE TO WAIVE TRIAL BY JURY. THIS PROVISION DOES NOT PREVENT EITHER CUSTOMER OR CRUZIO INTERNET FROM BRINGING APPROPRIATE CLAIMS IN SMALL CLAIMS COURT. CUSTOMER FURTHER AGREES:

(i) THAT NEITHER CRUZIO INTERNET NOR CUSTOMER WILL JOIN ANY CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY IN A LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

(ii) THAT NO CLAIM EITHER CRUZIO INTERNET OR CUSTOMER HAS AGAINST THE OTHER SHALL BE RESOLVED ON A CLASS-WIDE BASIS.
AND THAT NEITHER CRUZIO INTERNET NOR CUSTOMER WILL ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE.

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Customer Name/Customer Representative (PRINT)

_____

Signature Date