



Customer Signup Application

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U.S.A
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Please fax (617-786-9966) or mail the completed form to us.

Section 1: Customer Identification

Last Name	First Name	Middle Initial	Telephone Number
Shipping Street Address			Email Address
City	State/Province	Zip Code	Country
Password Selection (for your ZipGlobal account)			Other Contact Information

Section 2: Referrer/Dealer Number

Receive \$5 free signup bonus! That's more than **200** prepaid minutes. Please enter your referrer's/dealer's 8-digit ID number.

23316558

Section 3: Monthly Plan Selection

- Business Premium Plan (\$89.90 to sign up; \$39.95 per month)
 Family Stay-Connected Plan (\$69.90 to sign up; \$19.95 per month)
 Value Plan (\$49.95 to sign up; No monthly fee)

Number of Lines (up to 8 per account)

Device Preference (Domestic shipping in US and Canada is FREE. International shipping is \$20. FedEx requires additional charges)

- IP Phone 1-port gateway 2-port gateway (minimum of 2 lines)

Section 4: Credit Card Payment Information

- MasterCard Visa American Express Discover

Card Number	Expiration Date (mm/yyyy)
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Billing Address

- Same as Shipping Address (If same as shipping address, please go on to section 5)

Street Address

City	State/Province	Zip Code	Country
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Section 5: Signature and Acknowledgement

By signing below, you agree to make the one-time and monthly payments to ZipGlobal according to the plan you have selected. You also authorize ZipGlobal to post these charges to your credit card. Furthermore, you acknowledge that you have been given, read and understood the ZipGlobal Terms of Agreement, which outlines your rights and responsibilities as a ZipGlobal customer.

Signature	Date
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ZIPGLOBAL TERMS OF AGREEMENT

ZipGlobal has provided the Customer ("you") with this Terms of Agreement ("Agreement") for the purpose of informing you what your rights and obligations are as a ZipGlobal Customer. The Agreement also states what ZipGlobal's rights and obligations are, with respect to you. By subscribing to and utilizing the ZipGlobal website and service, you consent to all of its terms, as modified from time to time by ZipGlobal.

I. Customer Rights and Requirements

You agree to comply with all requirements, procedures, policies and regulations of networks belonging to ZipGlobal, as well as any that are connected to ZipGlobal. You agree not to use ZipGlobal services, network or equipment for illegal purposes, nor transmit any material that violates any applicable local, state, national, or international law, treaty, or regulation. Your use of ZipGlobal services or equipment for illegal purposes, which are determined in our sole discretion, will be grounds for ZipGlobal to terminate your service at any time.

Illegal purposes shall include, but shall not be limited to:

1. **Content harmful or offensive to third-parties:** Do not upload, download, post, distribute, publish, or otherwise transmit (collectively, "Disclose") any message, data, information, image, text or other material (collectively, "Content") that is unlawful, libelous, defamatory, slanderous, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise harmful or offensive to third parties;
2. **Unlawful content:** Do not disclose any content that would constitute or encourage a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law;
3. **Infringing content:** Do not disclose any content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
4. **Impersonation:** Do not impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
5. **Interference:** Do not do anything to interfere with other users of services;
6. **Unapproved Promotions or Advertising of Goods or Services:** Without our prior written permission, do not disclose on the site any unsolicited promotions of goods or services, commercial solicitation or any advertising, promotional materials or any other solicitation of other users for goods or services except in those areas (e.g., a classified bulletin board) that are designated for such purpose. Do not send "SPAM", "junk mail", or other unsolicited transmittals of commercial messages.
7. **Off Topic Content:** Do not disclose any content that is off-topic according to the description of a group or list if such content could reasonably be expected to provoke complaints from its recipients;
8. **Content Harmful to Other Systems:** Do not disclose harmful content, including without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancelbots, or any other computer programming routines, that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information.

Network Usage

Violations of system or network security are prohibited, and may result in criminal and civil liability. ZipGlobal may investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, but are not limited to:

1. **Hacking.** Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
2. **Interception.** Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
3. **Intentional Interference.** Interference with service to any user, host or network including, without limitation, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system or broadcast attacks.

4. **Falsification of Origin.** Forging any TCP-IP packet header, e-mail header or any part of a message header. This prohibition does not include the use of aliases or anonymous remailers.
5. **Avoiding System Restrictions.** Using manual or electronic means to avoid any use limitations placed on the Services.

II. Warranties and Limitations

You expressly agree that use of ZipGlobal's service is at your sole risk. To the maximum extent permitted by applicable law, ZipGlobal disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, and noninfringement with respect to the software, website and service, and any transaction performed through the service or on the Internet generally.

ZipGlobal does not guarantee that the ZipGlobal service or product will at all times meet User's requirements. Because of the possibility of unforeseen or uncontrollable circumstances, ZipGlobal also does not guarantee that the service will always be uninterrupted, timely, secure, or error free. Further, ZipGlobal cannot make any warranty as to the results that may be obtained from the use of the ZipGlobal service or network, or as to the accuracy or reliability of any information obtained through the ZipGlobal services or that defects in the ZipGlobal products will be corrected. ZipGlobal cannot make these warranties because any services and data obtained through third parties are in the control of those third parties and therefore, ZipGlobal cannot control their accuracy or reliability and, consequently, cannot be held liable for any resulting undesirable outcomes. Neither ZipGlobal nor any of ZipGlobal's information provides any implied warranties concerning the accuracy, timeliness, or reliability of the messages received or requested via the ZipGlobal services or any of the information, material or content contained therein ("material").

ZipGlobal cannot and does not guarantee or warrant that the software or other files available for downloading and installing from any of the ZipGlobal sites will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the site for the reconstruction of any lost data.

CUSTOMER RECOGNIZES AND UNDERSTANDS THAT ZIPGLOBAL DOES NOT PROVIDE ANY SERVICES OR CONNECTION TO "411" OR "911" PHONE NUMBERS.

III. Intellectual Property Rights

ZipGlobal hereby reserves all rights in its corporate names, service marks, logos, trade names, trademarks, trade dress, websites and domain names (collectively "Marks"). Nothing in this Agreement grants you the right or license to use such Marks.

Further, ZipGlobal hereby reserves all copyrights associated with and covering the content of the ZipGlobal website. Any use of ZipGlobal text, code, metadata, or any other content appearing on the website without the prior express written consent of ZipGlobal is prohibited.

IV. Rate and Agreement Updates

In the event that ZipGlobal plans to amend, update, or in any other way alter Customer's rate plan options, ZipGlobal must first provide you with at least seven (7) days of notice. ZipGlobal will provide notification to you by posting the changes on the "What's New" page of the ZipGlobal website. By posting the rate plan changes on the website at least seven (7) days prior to the changes being implemented, ZipGlobal is providing notice to all Customers. It is your the responsibility to review the website for any such rate changes. If changes are made to the Agreement, then ZipGlobal will post a notice and change the date of the agreement.

Note that, as stated during the sign-up process, ZipGlobal will charge your credit card on a regular monthly basis. Aside from your flat monthly fee, ZipGlobal will charge your credit card an additional prepaid usage fee for anticipated usage of minutes. If and only if you have exhausted all of your prepaid usage minutes, ZipGlobal will then make an additional charge to your credit card. This charge will take place automatically and will allow you to continue any ongoing calls without interruption.

V. ZipRewardz Referral Program

As a ZipGlobal customer, you are a member of our ZipRewardz Referral Program that offers you the opportunity to receive a monthly ZipRewardz commission. For every new customer you refer that signs up with the ZipGlobal service, you are entitled to a 10% monthly commission on the value of their monthly plan after their first 30 days of using the service. Furthermore, you will be offered an additional 10% monthly commission for anyone else your referrals (up to three levels of contact) later refer to the ZipGlobal service as a customer.

ZipGlobal will credit your ZipGlobal prepaid minutes usage account if your monthly commission entitlement is less than \$20 at the end of each month unless you request a direct disbursement either to your credit card or by check. If your monthly commission entitlement is \$20 or more, then your credit card will be credited automatically at the end of each month. In order to authorize that a commission check be mailed out to you, you must make a direct request for this payment option each month. All requests should be communicated via email or telephone call and should be received by ZipGlobal at least three days before the end of the month for every month you would like to deviate from the default credit option.

VI. Termination of Agreement

According to the terms of the Agreement, you understand and agree that any violations of the terms of this agreement, or any applicable state or federal laws, are sufficient basis for ZipGlobal to terminate your service and hold you liable for criminal and civil penalties. If you have violated any terms of this Agreement or laws, then ZipGlobal is under no obligation to provide notice of the termination and may cease service at any time thereafter. Violation of the Agreement includes, but is not limited to, any conduct by you that ZipGlobal, in its sole discretion, determines has violated the spirit of this Agreement, the rights of ZipGlobal, or the rights of third parties.

You may choose to terminate the service at any time and for any reason. Should you choose to terminate service prior to the natural conclusion of the contract in a one (1) year contract, you will be charged a thirty-five (\$35) dollar cancellation fee in addition to the cost of your outstanding monthly fees and any applicable charges. If service is terminated after the first billing day of the month, you will still owe the full monthly fee for that month, without regard to the number of days remaining in that month. However, as mentioned on our ZipGlobal website, under our 30-day Trial Period Guarantee policy — if you should cancel your ZipGlobal service within your first 30 days of service usage, your cancellation fee will be waived upon confirmation of your service cancellation. During your 30-day Trial Period Guarantee, you will still be responsible for paying your monthly fee and other applicable charges for your ZipGlobal service usage up to the point of your official service cancellation.

Should you decide to terminate service, in order for termination to be effective, you must return all ZipGlobal equipment. The effective date of the termination will be determined by the date you call our customer service desk and receive cancellation confirmation. On the date of cancellation, we will refund you your prepaid balance less any promotional bonuses immediately. Once all equipment is received by ZipGlobal and is determined to be undamaged and in complete working order, you will be refunded the full cost of, if applicable, the associated deposit fee or activation fee minus the cancellation fee and other associated charges. If equipment is not returned, you will be charged one hundred (\$100) dollars for ZipGlobal equipment or your deposit will be retained.

VII. Jurisdiction of Disputes

This Agreement is governed by the laws of the United States and the Commonwealth of Massachusetts, without reference to conflict of laws principles. Any dispute between you and ZipGlobal regarding this Agreement will be subject to the exclusive venue of the state and federal courts in the Commonwealth of Massachusetts. You agree to submit to personal and exclusive jurisdiction in Norfolk County, Massachusetts and you expressly waive all defenses to jurisdiction. This Agreement is the entire agreement between you and ZipGlobal supersedes any other communications or advertising with respect to the Software, Website, and Service. If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect. ZipGlobal's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. ZipGlobal may assign its rights and duties under this Agreement to any party at any time without notice to you. The section titles in this license are for convenience only and have no legal or contractual effect.

VIII. Contact information

If you have any questions about the Agreement, please feel free to contact Customer Service at info@zipglobal.com.