

New Customer

# ONE-YEAR Internet Access Contract DIRECT COMMUNICATIONS

For Office Use Only

Equipment Fee	\$ _____
Setup Fee	\$ 0.00 _____
Cable Type	<b>FIBER / COPPER</b>
_____	\$ _____
(DSL SPEED)	(Print Monthly Rate)
Account # _____	Date _____
SO# _____	SO Employee _____
Added DSL Contract to Account _____	Employee Received _____

## NEW CUSTOMER SECTION

<b>SUBSCRIBER</b>	
Name: _____	DOB ___/___/___
Address: _____	
DSL/Home Ph#: _____	OR Naked DSL _____
Contact Ph# (cell/work) _____	
Social Security Number: _____ - _____ - _____	
By signing below, I agree to one year of service with Direct Internet in accordance with the terms below.	
SIGNATURE: _____	Date ___/___/___

## TERMS

This Agreement is between Direct Communications Direct Internet, Inc. (DIRECT COMMUNICATIONS) and the participant ("you" or "your"). This Agreement sets forth the terms and conditions under which you agree to use Direct Communications DSL (Digital Subscriber Line) Internet Access Service, Wireless Internet Service, or Dial-Up Internet Service. Unless otherwise provided, the terms and conditions for the equipment used in association with this Service are those terms and conditions provided by the equipment manufacturer.

### 1. SERVICE

The term of this Agreement will be for one (1) year. In the absence of a specified term, the contract will automatically convert to month-to-month.

A. Commencing on the date on which Service is installed, you will have use of the Service pursuant to the terms and conditions set forth herein. In exchange, you will pay the current charges for such Service and equipment, including installation charges and shipping and handling charges (if applicable) upon commencement of billing. Billing will begin when we have activated your DSL Internet Service on our network whether or not you have completed self-installation or actually use the DSL Internet Service. After notification of a modification, your continued use of the Service and equipment constitutes an affirmative agreement to be bound by such new terms, conditions, and charges.

B. The Service shall continue until such time as you provide DIRECT COMMUNICATIONS with notice that you wish to discontinue the Service, or Service is terminated and/or canceled by DIRECT COMMUNICATIONS, as set forth herein.

C. DIRECT COMMUNICATIONS reserves the right to modify or discontinue the Service with 30 days notice to you.

### 2. FEES

You agree to pay all fees and charges specified when you ordered your Service, including recurring and nonrecurring charges for Internet Access and the associated equipment.

A. For all Service charges, including installation charges if applicable, DIRECT COMMUNICATIONS will bill the credit card you provided or automatically debit the checking/savings account you have provided us. If any portion of payment is received after the late payment date, a monthly late charge may be charged to you. The monthly late charge will be the lower of: i) 1.5%; or ii) the highest amount allowed by law, applied to the entire outstanding balance for each month or portion thereof for which the balance remains.

B. In the event you fail to pay the monthly charges billed to your credit card or debited to the checking/savings account you provided us, DIRECT COMMUNICATIONS reserves the right to bill all outstanding sums to your credit card or to bill you directly.

DIRECT COMMUNICATIONS may assign unpaid late balances to a collection agency for appropriate action. In the event legal action and/or collections is necessary to collect on balances due, you agree to reimburse DIRECT COMMUNICATIONS for all expenses incurred to recover sums due, including attorneys' fees, collection fees and other legal expenses.

C. DIRECT COMMUNICATIONS may suspend or discontinue the DIRECT COMMUNICATIONS Service if charges are not paid.

D. DIRECT COMMUNICATIONS reserves the right to charge \$50 if you are not present at the location for a scheduled trouble ticket dispatch appointment.

E. DIRECT COMMUNICATIONS charges \$99 to transfer the service to a new location due to move or other reasons.

F. DIRECT COMMUNICATIONS reserves the right to charge \$27 for a reconfiguration of the initial requested service.

### 3. CANCELLATIONS, TERMINATIONS AND ASSIGNMENTS

A. In the event a ruling, regulation or order issued by a judicial, legislative or regulatory body causes DIRECT COMMUNICATIONS to believe that this Agreement and/or the

Services provided hereunder, may be in conflict with such rules, regulations and orders, DIRECT COMMUNICATIONS may suspend or terminate the Service, or terminate this Agreement, without liability. In the event a DIRECT COMMUNICATIONS subcontractor for the Service stops providing the Service to DIRECT COMMUNICATIONS for any reason, DIRECT COMMUNICATIONS shall have forty-five calendar days to arrange for a reasonably comparable service. If DIRECT COMMUNICATIONS cannot arrange for reasonably comparable Service either you or DIRECT COMMUNICATIONS may thereafter terminate this Agreement without liability.

**B. You may terminate the Service upon notification to DIRECT COMMUNICATIONS. You agree to pay the entire amount due for the month in which Service is terminated. In the event of early cancellation of a one year Term Service commitment, you agree to pay an additional \$250 Cancellation Charge.**

**If you are subscribing to StandAlone (Naked or Data-Only) DSL service, in the event of early cancellation of a one year Term Service commitment, you agree to pay an additional \$400 Cancellation Charge.**

If you purchase Service together with an equipment promotion, additional termination charges may apply.

**C. If you fail to pay any charge when due, including, but not limited to, installation charges or taxes, or if you fail to perform or observe any other material term or condition of this Agreement, or if you provide false or inaccurate information which is required for the provision of the Service or is necessary to allow DIRECT COMMUNICATIONS to bill you for the Service, and such condition continues unremedied for thirty days, you shall be in default and DIRECT COMMUNICATIONS may suspend or terminate the Service to you. Termination of service due to non-payment voids this contract. In order to reactive a suspended account due to non-payment you must sign a new contract and pay a \$99 voided contract penalty.** You may not assign your account on the Service to anyone without the express written consent of DIRECT COMMUNICATIONS. Upon reasonable notice, DIRECT COMMUNICATIONS may assign its rights and obligation under this Agreement.

CUSTOMER INITIAL \_\_\_\_\_

### 4. PROVISION OF SERVICE

You understand and agree that temporary interruptions of the Service may occur as normal events in the provision of the Service. You further

understand and agree that DIRECT COMMUNICATIONS has no control over third party networks you may access in the course of your use of the Service, and therefore, delays and disruption of other network transmissions are completely beyond the control of DIRECT COMMUNICATIONS.

## **5. LIMITATION OF LIABILITY**

A. DIRECT COMMUNICATIONS will make reasonable efforts to provide continuous, uninterrupted, expedient and error-free Service to you. Under no circumstances shall DIRECT COMMUNICATIONS be liable to you or any other person for any special, incidental, consequential or punitive damages of any kind, including without limitation, loss of profits, loss of income or cost of replacement Services.

B. Direct Communications liability for damages, including but not limited to damages in regards to interruptions of Service, for mistakes, omissions, delays, errors and defects in the provision of the Service, shall in no event exceed an amount equal to the pro-rata charges to you for the period during which the Service is affected.

C. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, DIRECT COMMUNICATIONS HEREBY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY AND PERFORMANCE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

D. DIRECT COMMUNICATIONS MAKES NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES DIRECT COMMUNICATIONS MAKE ANY WARRANTY AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. FURTHERMORE, DIRECT COMMUNICATIONS PROVIDES NO GUARANTEE WITH REGARD TO THROUGHPUT SPEEDS WITH THE SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED, OR OTHERWISE OBTAINED, THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

## **6. INDEMNITY**

A. You agree to indemnify and save DIRECT COMMUNICATIONS harmless from all claims, losses, liens, expenses, suits and attorneys' fees ("Liabilities") for injuries to or death of any person and for damages to or loss of any property which may in any way arise out of or result from or in connection with your use of the Service, except to the extent that such Liabilities arise from the intentional misconduct of DIRECT COMMUNICATIONS.

B. You agree to indemnify DIRECT COMMUNICATIONS, its parent, affiliates and subsidiaries, in the event that your use of the Service and/or Software; (i) constitutes a violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws); (ii) is defamatory, fraudulent or deceptive, (iii) is intended to threaten, harass or intimidate, or (iv) interferes with other customers' use or enjoyment of the Services provided by DIRECT COMMUNICATIONS.

## **7. COMPATIBILITY**

You are solely responsible for provisioning, configuration and maintenance of all equipment on your premises, including, without limitation, computers, modems and other communications equipment. DIRECT COMMUNICATIONS shall not be responsible for delays in the provision of Service resulting from incompatibility of such equipment, or resulting from improper provisioning, configuration or maintenance of such equipment.

## **8. CUSTOMER SUPPORT**

A. Basic ADSL Internet Access, as applicable, is a single IP Service intended for use by a single computer. DIRECT COMMUNICATIONS can assist in setting up your LAN for an additional fee.

B. You will be responsible for payment of service charges for visits by DIRECT COMMUNICATIONS or its subcontractors to your premises when a service request results from causes not attributable to DIRECT COMMUNICATIONS or its subcontractors.

## **9. USE LIMITATIONS**

A. You agree to comply with all Federal and State regulations, the rules, regulations and policies adopted by DIRECT COMMUNICATIONS, including but not limited to, Direct Communications Acceptable-Use-Policy- [located at <http://www.Direct Communications.net>], as modified from time to time; and the rules regulations and policies applicable to any network that you access through the Service. Any violation of such rules, regulation and policies, or any network policy document issued by DIRECT COMMUNICATIONS, shall be cause for DIRECT COMMUNICATIONS to suspend or terminate the Service.

B. Nothing contained in this Agreement may be construed to convey to you any interest, title, or license in the userID, electronic mail address, Universal Resource Locator, IP Address or domain name used by you in connection with the Service.

C. DIRECT COMMUNICATIONS reserves the right to suspend or terminate the Service to you, or to suspend or terminate any userID, electronic mail address, Universal Resource Locator or domain name used by you, in the event it is used in a manner which (i) constitutes violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws); (ii) is defamatory, fraudulent, obscene or deceptive; (iii) is intended to threaten, harass or intimidate; (iv) tends to damage the name or reputation of DIRECT COMMUNICATIONS, its parent, affiliates and subsidiaries; or (v) interferes with other customers' use and enjoyment of the Services provided by DIRECT COMMUNICATIONS.

D. You understand and agree that any attempt to break security, or to access an account which does not belong to you, shall be considered a material breach of this Agreement, and such breach may result in suspension or termination of the Service. You further agree to immediately notify DIRECT COMMUNICATIONS of (i) any unauthorized use of your account and/or (ii) any breach, or attempted breach, of security known to you.

E. The Service has been designed to be used at the residence or business at which it was installed. You may not allow other residences or businesses to connect to your Service or re-sell your Service in any manner. Such action may be subject to immediate termination and you will be charged termination fees, if applicable.

## **10. FORCE MAJEURE**

Neither DIRECT COMMUNICATIONS nor you shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers. No delay or failure to perform shall be excused under this Section by the acts or omissions of DIRECT COMMUNICATIONS subcontractors, vendors or suppliers unless such acts or omissions are themselves the product of a force majeure condition described in this Section.

## **11. GENERAL**

A. This Agreement shall be construed in accordance with the Laws of the State in which the Service was provided.

B. You will provide DIRECT COMMUNICATIONS and its subcontractors reasonable access to your premises in order to install, maintain and repair the Service.

C. If you have purchased one of the "up to" Services (i.e. Basic or Enhanced Up to 1500), there is no minimum guaranteed speed for the Service. If the Service you have purchased is provided within a range of speed (e.g., between 384 Kbps and 1.5 Mbps downstream x 128 Kbps upstream) Service will be provided at least at the lowest speed within the range. There is no guarantee that the Service will perform at the upper end of the range.