



DSL Service Agreement and Order Form

Name:			
Business:			
Physical address where service is to be delivered:			
City:		State: Colorado	
Email address:			
Main Billing Telephone #:			
Name on Telephone Bill or Company Name:			
Fax number:			
**Do you have a phone system, alarm system or long distance blocking system?			
YES		NO	
The DSL hardware connects via an Ethernet cable into an Ethernet jack on your computer. Does each computer have an installed Ethernet card? YES NO			
What speed cap would you prefer to have? *Please circle your choice! Speeds may vary due to phone line quality!			
256/256	Up to 1.5M	Up to 5M	
Modem Options: (Please circle your choice)			
Non-Wireless ActionTec Modem: Rent at \$5.00/Month or Purchase for \$60.00			
Wireless 2Wire Modem: Rent \$8.00/Month or Purchase for \$130.00			

** Note: Phone systems, alarm systems and long distance call blocking systems "block" the DSL signal preventing it from working. Special wiring may be required if you place DSL on a phone number that runs through a phone system or alarm system, which would require paying a third party to do such work. If you have any questions regarding which line should be used for DSL please call VailNet. If you have a fax number, VailNet recommends having DSL ride over your fax number. Speed caps limit the maximum speed possible, but do not guarantee any particular speed.

DSL service telephone number: (970) _____

VailNet/ColoradoNet Box 2812, Avon, CO. 81620 970-949-3318 voice 970-949-3380 fax

Initial and Recurring Monthly Payment Authorization Form

Customer authorizes ISP to bill the “Initial Charges” to the credit card listed below. Initial Charges include all VailNet activation charges and/or charges for hardware purchased directly from VailNet plus any applicable taxes plus the first month of VailNet service charges. Customer also authorizes ISP to bill the “Recurring Monthly Amount” as a recurring monthly charge for the portion of service delivered by VailNet to Customer to the Credit Card listed below. **Customer acknowledges their understanding that both charges are non-refundable and non-prorated.** If Customer wishes to cancel service, Customer agrees to submit a cancellation request to VailNet in writing at least five business days prior to Customer's monthly billing date. **Customer acknowledges their understanding that non-refundable billing will continue until VailNet has issued Customer a unique cancellation code as proof of receipt of cancellation request.** Customer acknowledges that they have read and executed the “Customer Acknowledgement of Terms & Conditions, Acceptable Use Policy and Billing Policies of ISP.”

Initial charges (includes first month of service): \$ _____

Recurring Monthly Amount to be billed to credit card: \$ _____

Customer or Business Name:		
Contact Person (if different from above):		
Phone Number:	Fax Number:	
Cell Phone Number:		
Postal Mailing Address:		
City:	State:	Zip Code:
Name on Credit Card:		
Credit Card #:		
Expiration Date:		
Code (3 digits on front from visa/mc, 4 digits on back for Amex):		
Billing Address for Credit Card:		
City:	State:	Zip Code:

Customer Signature: _____

Date: _____

Rates for DSL service does not include dial-up access. If you already have dial-up access with VailNet and wish to continue to use that service as well you will also be billed for that service (eg: high speed DSL at home, but need dialup access when traveling). One email address is included with Customer's DSL account, so you can convert a dial-up account with an email box to just an email box or you can add a new email as part of this agreement. If you require additional email addresses, we do offer package rates.

<p>Do you currently have a dial-up account with VailNet/ColoradoNet? YES NO (please circle)</p>
<p>If yes, what is that email address or login name?</p>
<p>Do you plan to keep that dialup account and continue to pay that monthly rate in conjunction with your monthly DSL service? YES NO (please circle)</p>
<p>If no, would you like a vail.net or colorado.net email address? YES NO (please circle)</p>
<p>If you would like to add a vail.net or Colorado.net email address, please choose the following:</p> <p>Login Name: _____ (8 letters or less) -The login is the 1st part of your email</p> <p>Password: _____</p> <p>Email Address (same as login name): _____ @vail.net or @colorado.net</p>
<p>Untagged, Tagged or Quarantine Service - You may choose to have your email @vail.net or @colorado.net untagged, tagged or quarantined for spam filtering. Untagged email will be delivered to your mailbox without tagging, tagged email will have the word "*****SPAM*****" inserted in front of the subject line if our spam filter believes the email might be spam. Quarantine service will place all emails that our spam filter believes to be spam into a separate web accessible holding account, preventing the email from even showing up in your mailbox. Users who select this premium quarantine service can review/forward/delete suspected spams through a web interface. Quarantined service is billed at a rate of \$1.25 per month or \$15.00 per year per email address. Would you prefer to have your email --- Untagged, Tagged or Quarantined? (Please circle your choice) \$1.25/Month or \$15.00/Year</p>

Customer Acknowledgement of Terms & Conditions, Acceptable Use Policy and Billing Policies of ISP

Customer agrees to abide by all of the current Terms and Conditions and all of the current Acceptable Use Policies (“AUPs”) of ISP. A current copy of both documents may be found on the web under <http://isp.vail.net/policies.html>. A printed copy of these documents may also be provided to Customer at the offices of ISP upon request. **Customer acknowledges that prior to executing this Agreement and the “Initial and Recurring Monthly Payment Authorization Form” that they have read, understood and agreed to abide by all of the current “Terms and Conditions” and all of the current “AUPs” posted by ISP.** In the event that updates or changes are made to any of these documents ISP shall post the updated documents on their web site at <http://isp.vail.net/policies.html>. Customer’s continued use of ISP services is contingent on their agreement to abide by these policies. Customer’s sole remedy if customer is unwilling or unable to abide by these policies is cancellation of service with ISP. Customer acknowledges their understanding and agreement that services offered by ISP are on an “AS IS” and “AS AVAILABLE” basis. Customer agrees that they will not at any time hold ISP liable for any costs or damages arising directly or indirectly from Customers use (or inability to use) ISPs services or the Internet.

The pricing for the services being provided to Customer by ISP are being provided specifically to the Customer listed on the “Initial and Recurring Payment Authorization Form”. Service’s may not be resold or shared with third parties without written consent of ISP. If ISP determines that Customer is reselling or sharing services without authorization, or if Customer violates any of the “Terms and Conditions” or “Acceptable Use Policies” of ISP then ISP may terminate Customers service. Customer acknowledges that should this occur that no refund shall be due customer. Notice to ISP or Customer of disputes arising under this Agreement shall be sent by registered mail to the administrative address of record for the Customer or ISP. All other notices may be sent by regular mail to the administrative address of record for the Customer or ISP. Notices to ISP should be mailed to:

VailNet/ColoradoNet
PO BOX 2812
Avon, Colorado 81620-2812

If Customer wishes to terminate service, Customer agrees to provide written notice of their desire to terminate with ISP. ISP will then provide Customer with acknowledgement in the form of a unique cancellation code via fax or email. **Customer agrees and acknowledges their obligation to pay the “Recurring Monthly Amount” specified on the “Initial and Recurring Payment Authorization Form” in advance of the monthly period in which service is to be offered shall continue until a unique cancellation code is provided to Customer by ISP.** Termination requests must be received at least 5 business days prior to the monthly billing date for Customer. ISP does not provide refunds or prorations for service (eg: cancel requests 3 days after Customer has been billed will not result in any type of proration or refund for that billing period). It is Customer’s responsibility to terminate service. No refunds will be given in the event that Customer neglects to provide proper notice of termination or fails to acquire a cancellation code from ISP when they wish to stop using the services.

Effective as of April, 2005 any changes or additions to services provided by ISP (such as additional email accounts, etc) which result in a change in the monthly recurring billing will require Customer to provide an updated and newly executed copy of the “Initial and Recurring Monthly Payment Authorization Form”.

Customers Signature

Date

VailNet Authorized Signature

Date