

# INTERNET SERVICES AGREEMENT

## (NEWEDGE DSL DELIVERY)

VFR Digital Communications, LLC., a California Limited Liability Corporation (hereinafter "VFR"), and the Purchaser (hereinafter "you," "purchaser," or sometimes "your") agree as follows:

1. VFR will provide to you, for the fees set forth at the end of this agreement, access to the Internet by way of a (DSL) link from your location to VFR's supplier facilities.
  - a. The bandwidth for data on the link shall be limited to a maximum rate specified on the last page of this document. Actual speeds may and will vary.
  - b. Except as otherwise specified herein, the data link shall be available 24 hours per day, 7 days per week.
  - c. VFR will provide you with one e-mail address and will receive and hold your e-mail for your retrieval, subject to the storage space limitations, which is 5 mb.
2. You must purchase and install, at your own expense any computer hardware, including a network interface card and ethernet cable, necessary to connect your computer to the DSL equipment. The cost for computer hardware and installation is not included in set-up fees.
3. Signing this agreement constitutes acknowledgment that VFR, its subcontractors and affiliates, are not responsible to you or any other person with whom you share information, for any damages, either actual or consequential, that you or any third party may claim from accessing, or a failure to access, the Internet or the use of information obtained there from.
4. It is VFR policy to cooperate fully with all federal, state and local law enforcement agencies. You are advised that, upon receipt of an official request (oral or written) from a law enforcement agency, VFR, its subcontractors and affiliates, will allow these agencies to have access to VFR's computers, servers, routers, files and records, with or without a search warrant and with or without "probable cause." By signing this agreement you agree with this policy and waive any privacy rights you may have had in this information or your personal information stored on VFR's computers.
5. Warranties and Maintenance: Except as otherwise specified herein, VFR makes no warranties of any kind, whether expressed or implied, for the service it is providing under this agreement. VFR disclaims any warranty or merchantability or fitness for a particular purpose. Signing this agreement constitutes acknowledgment that neither VFR, its subcontractors or affiliates, are responsible for any damages you suffer, either actual or consequential, whether from non-deliveries, misdeliveries, or service interruptions caused for any reason including either its own negligence or your negligence, errors or omissions. Should a court of competent jurisdiction interpret this section in any way that would place liability on VFR, you agree that your exact damages would be difficult or impossible to calculate and you agree to an amount equal to one months service fee as liquidated damages.
6. The Internet connection through VFR may only be used for lawful purposes. Transmission of any material in violation of any Federal or State law or regulation or VFR's policies is prohibited. This includes, but is not limited to: copyrighted material, material legally judged to be, or in the sole opinion of VFR thought to be, threatening or obscene, material protected by trade secret or unsolicited commercial e-mail (SPAM). You agree to defend, indemnify and hold harmless VFR, its subcontractors and affiliates, from any claims resulting from your use of the service, which use damages, or claims to have damaged, you or another party. The term "claim" as used herein includes, but is not limited to, allegations of copyright or trademark infringement as well as malicious and other intentional acts.
7. The initial term of this contract is twelve months from the date service is activated. Service shall be paid monthly, in advance and, if cancelled prior to the twelve month period specified herein you will be charged an early cancellation fee of \$300.00 plus the remainder of the contract value. After expiration of the twelve-month period specified herein, either party may cancel this contract by giving written notice to the other party. If you elect to terminate your service in this manner, charges will terminate at the end of the billing cycle following the billing cycle in which said notice was received. If service is terminated before the end of a month, the pro-rata fees associated with the remainder of the billing cycle will NOT be refunded. Termination of services will not result in the refund of all or any part of the set-up fees or any equipment supplied by VFR or any of its affiliates.
8. Prices quoted are for delivery at Loomis, California.
9. VFR, its subcontractors and affiliates, will endeavor to provide the best and most reliable services available. However, VFR cannot and does not guarantee uninterrupted service at all times. VFR reserves the right to interrupt services for reasonable periods from time to time. Periodic service interruptions shall not constitute a breach of this contract and shall not entitle the subscriber to a refund of all, or any part of, the subscription fees for the billing cycle involved.
10. All postings to USENET must comply with the etiquette guidelines posted in **news.announce.newusers**, and also with the posted charter of the newsgroup(s) to which you are posting.
11. All use of VFR Internet access must be within the restrictions associated with your account and as set forth herein or by separate agreement. VFR reserves the right to terminate service, without prior notice, to any account(s) that exceed their restrictions.
  - a. If VFR detects an unusually high volume of e-mail directed to you which volume threatens, in the sole opinion of VFR, to constitute a threat to VFR's computer system VFR may, without prior notice,

terminate your account IMMEDIATELY, causing all additional messages to be returned to their originator, and may delete any messages already posted to your account.

- b. Multiple sessions are prohibited and constitute a breach of this agreement. On occasion users will allow their friends to use their "User Name" and "Password" to gain access to the system. Inevitably that will cause their friends to log on to the system at the same time as the user thus creating a "multiple session."

12. There are no facilities provided by VFR for secure private communications or data storage. The Internet is not secure and you are responsible for the protection of your account and data. Information of a private or confidential nature should not be placed on the Internet. VFR specifically denies any responsibility for the security of your account and the data stored within, or information transmitted through VFR's facilities.

13. Billing. VFR will send you an e-mail invoice monthly. Hard copy invoices are not mailed unless otherwise specified herein.

14. Payment.

- a. New accounts are required to pay, in advance, the installation fees, the purchase price for any equipment and the applicable fee for the first month of service. The purchase price for any equipment is nonrefundable.
- b. Fees for all services are payable in advance. Monthly payments are due on the first day of the billing cycle and are delinquent the following day. The billing cycle begins on the day of service activation. If payment is not received by the tenth day of the billing cycle, VFR's computer AUTOMATICALLY interrupts service to that account.
- c. If your check or credit card bounces or is declined for any reason, you agree to pay to VFR a \$25.00 service charge in addition to any other amounts owing to VFR. You also agree that, should a check or credit card bounce for any reason, service will be interrupted IMMEDIATELY. If payment is not resolved expeditiously, your mailbox folder(s) and any web

directories will be deleted from the servers. An activation fee of \$40.00 in addition to all past due charges and fees will be required to reinstate service.

- d. Invoices are sent via e-mail and are deemed "received" when sent regardless of whether you actually read your e-mail. If you desire a paper invoice, an administrative fee of \$2.00 per invoice will be added to each paper invoice amount and invoices will be sent to the address provided by you at the end of this contract. If payment is by credit card no invoices will be sent.

15. VFR reserves the right to change the rates, terms and conditions of this contract at any time after expiration of 12 months hereafter. Any changes in the terms, conditions or rates will be sent either by US mail or by e-mail. If you do not request that your service be discontinued, it will be conclusively presumed that you consent to the new terms, conditions or rates as notified.

16. Non-compliance with these rules will, at VFR's sole discretion, result in the termination of your account without prior notification. Should such termination occur you will not be refunded any unused portion of fees paid, and if termination occurs prior to the twelve month period specified herein you will be assessed the early termination fee and the remainder of the contract value.

17. Your signature on this agreement constitutes an offer to purchase services from VFR. Acceptance by VFR will occur when, and only when, VFR executes the agreement and it is determined that service is available at your location.

18. Should any dispute arise out of this agreement that results in arbitration or litigation the prevailing party shall be paid his/her reasonable attorney fees. Venue for any dispute shall be in Placer County, California. In case of a dispute either party may request binding arbitration, the costs of which will be split equally by the parties.

19. All orders are subject to telephone line qualification.

20. You can email your questions to [vfr@vfr.net](mailto:vfr@vfr.net)

If paying via credit card, Fax Back the last page of this document to (815) 425-1594

Or mail the last page of this document with your check to:

VFR Internet, PO Box 124, Loomis, CA 95650

I HAVE READ AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Print Name: \_\_\_\_\_ Date: \_\_\_ - \_\_\_ - \_\_\_

Signature: \_\_\_\_\_ Username: \_\_\_\_\_  
(3 to 8 lowercase characters)

Address: \_\_\_\_\_  
\_\_\_\_\_ Password: \_\_\_\_\_  
(if new customer)

Work/Home: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ x \_\_\_\_\_  
(\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
(Attach a separate sheet if you are ordering multiple e-mail boxes.)

Installation address: \_\_\_\_\_ Install on this phone number:  
\_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Check your Computer System Type:

Apple/Mac  Windows 95/NT  Windows 98/ME  Windows XP  Windows 2000  Unix/Linux  
Do you have an Internet Browser or Email Software?  YES  NO

I am ordering the following account and understand that actual speeds may vary.

Speed: \_\_\_\_\_ DSL ADSL SDSL

Installation Cost: \$ \_\_\_\_\_

Monthly Service Fee: \$ \_\_\_\_\_

Payment for first month's service and installation costs is collected in advance with your order.

All orders are subject to line qualification. Estimated delivery is 30 days ARO.

Pricing subject to change without notice prior to VFR acceptance.

Sign-up Payment Method

Check  Credit Card (if paying by check you will need to mail a copy of this application with your check)

Card #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Expiration: \_\_\_ - \_\_\_ - \_\_\_\_\_

Name on Card: \_\_\_\_\_

Billing Address: \_\_\_\_\_