

BestWeb Internet Agreement for Residential and Small Business DSL Service

This is an Agreement between BestWeb Corporation, 25 South Riverside Avenue, Croton-on-Hudson, NY 10520 ("BestWeb") and the "Customer" where BestWeb will provide access to the Internet through a DSL connection as indicated in this Agreement and subject to the terms and conditions herein.

1. Customer Information	
Name	
Address	
Address2	
City, State, Zip	
Daytime Telephone	

2. What Telephone Number will DSL Use <i>(DSL uses an existing telephone number)</i>	
Telephone Number:	

3. Payment Method	
<input type="checkbox"/> I will pay by cash or check	
<input type="checkbox"/> I will pay by credit card	
Credit Card	
Account Number	
Expiration Date	

4. Monthly Fee <i>Actual speeds will vary. Throughput will be lower than connection speeds. If your line cannot be provisioned at the selected speed, the highest available speed will be used.</i>	
<input type="checkbox"/> 1.5m down, 128k up	\$ 49.95
<input type="checkbox"/> 384k down, 384k up	\$ 69.95
<input type="checkbox"/> 1.5m down, 384k up	\$ 79.95
<input type="checkbox"/> 768k down, 768k up	\$119.95
<ul style="list-style-type: none"> ▪ FREE Backup Dial-up ▪ FREE Personal Web Page 	<ul style="list-style-type: none"> ▪ FREE 10 Email Addresses ▪ FREE 100 Meg of Storage

5. Activation Fee	
This one time fee will be charged upon activation of the DSL service.	\$ 60.00

6. Equipment Selection (select one)	
<input type="checkbox"/> BestWeb Supplied Modem <i>External Ethernet DSL modem kit – for use with a single computer</i>	\$89.00 plus tax & shipping
<input type="checkbox"/> BestWeb Supplied Router <i>External Ethernet DSL Router kit – for use with a small network.</i>	\$129.00 plus tax & shipping
<input type="checkbox"/> Customer Supplied Equipment <i>BestWeb does not configure, install, or otherwise guarantee the operation of self purchased equipment.</i>	--

7. Optional Ethernet Card (one time fee)	
<input type="checkbox"/> Yes - please include the Ethernet card	\$12.00
<input type="checkbox"/> No - I do not need or will supply my own	--

8. Optional Installation (one time fee)	
<input type="checkbox"/> Yes – I would like a BestWeb technician to install my DSL service.	\$99.00
<input type="checkbox"/> No – I will install my DSL service myself.	--

9. Optional IP Addresses (monthly fee) Static IPs are used for certain networking applications. Unless your network administrator says you need them, select None.	
<input type="checkbox"/> None	-
<input type="checkbox"/> One	\$ 5.00
<input type="checkbox"/> Eight (five usable)	\$10.00
<input type="checkbox"/> Sixteen (thirteen usable)	\$15.00
<input type="checkbox"/> Thirty-two (twenty-nine usable)	\$25.00

10. Dial-up access	
<input type="checkbox"/> I am a new customer and would like a representative to call me to setup a dialup account at \$9.95 a month	
<input type="checkbox"/> I am a new customer but do not need dialup access.	
<input type="checkbox"/> I am an existing dialup customer and would like to keep my dialup service after DSL is installed at the rate of \$9.95 per month.	
<input type="checkbox"/> I am an existing dialup customer but do not want dialup service after my DSL is installed.	

11. Tell us how you heard about BestWeb	
Referred by :	
Other:	

12. Email Address	
All notifications regarding your service will be via email. Please indicate the email address for such notifications below:	
Email: _____	

13. Signature	
I have read and understand all terms and conditions. I authorize BestWeb to order these services on my behalf and to charge me for them. If I selected payment by credit card, I authorize BestWeb to charge my card.	
Signature _____	Date _____

Term, Order, and Installation

This Agreement between Customer and BestWeb shall become effective the date the Agreement was received by BestWeb and shall continue until canceled. Activation will be deemed complete when the telephone company determines that DSL has become active on the telephone line. Customer and BestWeb agree that a facsimile copy shall be as binding as an original. Notifications by BestWeb to the Customer will be by email and to the email address specified by the Customer. Notifications by Customer to BestWeb will be in writing and signed by the Customer.

BestWeb may change these terms or any other aspect of the service, including price, upon 30 days notice.

Billing and Payment

The activation fee, equipment fee (if any), installation fee (if any), and first monthly service fee is due upon activation. Subsequent monthly service fees are due on the first day of each month of service. If payment is by credit card, then it will be charged on due date. If payment is by check, then BestWeb will invoice Customer approximately 15 days prior to the due date and Customer will pay the amount due on or before the due date. Customer agrees to pay BestWeb all sales, use, and related taxes and surcharges that BestWeb must pay by law.

If the Customer's account becomes more than 10 days past due, then service is subject to interruption without notice and Customer agrees to pay BestWeb a late fee of \$25.00. BestWeb may charge interest on overdue amounts at the rate of 1.5% per month, accruing daily. No refunds will be provided for service interruptions caused by past due accounts.

If the Customer's account becomes more than 30 days past due, then BestWeb may take further actions such as canceling the service and pursuing legal remedies for collection purposes, at which time Customer agrees to pay BestWeb a \$200.00 collection fee. Customer agrees that BestWeb may utilize Customer information to determine credit worthiness and, further, may report payment history and related information to credit agencies.

Cancellation

Either party may cancel this Agreement at any time after activation with ten days written notice.

The following do not constitute cancellation of BestWeb service: Discontinuance or change of telephone service; Lack of payment for the service; Transfer of service to an alternate vendor.

Equipment

The BestWeb supplied DSL modem requires an Ethernet port on your computer. An optional Ethernet card is available from BestWeb for desktop or tower PCs. The DSL router uses an Ethernet port on the network hub.

Any Equipment provided as part of the service becomes the property of the Customer upon receipt. BestWeb provides a limited one-year warranty. BestWeb does not support, configure, or guarantee the operation of DSL with any customer supplied equipment, network, or wiring.

Obligations of BestWeb and Customer

BestWeb will provide to the Customer, on a best effort basis, the services indicated in this Agreement subject to the terms and conditions stated herein. BestWeb agrees not to release any Customer information, including name, address, phone number, and email address, to any parties except pursuant to providing the DSL service, collection efforts, or as required by law. IP addresses, if supplied, are provided to the customer as part of the service and remain the property of BestWeb.

DSL is a technologically advanced service and, therefore, BestWeb cannot guarantee that the service will be available on any specific telephone line, that the service will be uninterrupted or error-free, or guarantee the connection speed or throughput of the service and, further, such issues are not a cause for non-payment

Should BestWeb or the telephone company respond to the customer location for an installation or repair appointment and the customer not be present, or if the response is for repair and it is determined that the problem is of customer origin, there will be a charge of \$99.00.

As DSL is associated with a particular telephone number and physical address, which the Customer has identified to BestWeb, the Customer agrees to maintain service on that telephone number, at the same location, and with the same local telephone company, for the duration of this Agreement. Customer agrees to provide a telephone jack with the DSL telephone number at the location of use. BestWeb shall not be responsible for service interruptions due to problems with the telephone service and, if DSL needs to be moved or reinstalled, there will be a \$60.00 reconnection fee.

Should the customer request a change in connection speed, number of computers, or other related change there will be a change fee of \$30.00.

BestWeb DSL is intended for home or small office use and not for commercial purposes such as web page hosting. Customer may not utilize DSL for any service in competition with BestWeb or resell the service or any part of the service. Should customer actions interfere with the proper operation of BestWeb's service, then BestWeb reserves the right to immediately disconnect the customer without notice.

Customer will use BestWeb's service only for lawful purposes. Customer will not transmit, retransmit, or store material in violation of any federal, state, or local law (statutory or common) or regulation, including without limitation, laws or regulations governing libel or slander, obscenity, threats, or harassment and infringement or other violation of trademark, copyright, trade secret, or proprietary rights.

Customer agrees to abide by BestWeb's Authorized Use Policy (AUP) as published on BestWeb's home page, and updated from time to time, and further agrees that BestWeb may terminate the Customer's service without notice and without refund for such violations. The determination of BestWeb's management as to whether a violation has occurred shall be final. The AUP includes, but is not limited to, the following restrictions: (1) you may NOT do anything illegal or anything that adversely affects BestWeb's legal interest, tamper with other accounts or commit unauthorized intrusion into any part of BestWeb's system or use any of BestWeb's machines, files or accounts to intrude or attempt to intrude without authorization into any other system, (2) you may NOT use BestWeb services that have not been purchased or devise ways to circumvent security so that you have access to services you haven't paid for, (3) you may NOT use the service in a manner that encumbers disk space, processors, bandwidth or other system resources so as to interfere with others' normal use of services on BestWeb or on other systems, (4) you may NOT harass users of the Internet through email or real time messages or by incite others to do so, (5) you may NOT send unsolicited email or mass mailings for any reason whatsoever, (6) you may NOT use your BestWeb service to make available objectionable material (including but not limited to pornography and hate material) to other users on the internet.

Limitations of Liability

BestWeb's maximum liability for problems with Customer's service is a prorated credit for time that the service was interrupted due to events under BestWeb's control and where such interruption is greater than four business days from when the customer notifies BestWeb of an interruption. Such credit will be issued only upon written request by the Customer made within 30 days of the interruption.

BestWeb makes no express or implied warranties. BestWeb is not liable for any loss of service, loss or damage to data or damage to equipment or software or any other loss, damage, or inconvenience resulting from reliance on or use of internet access. The Internet may contain information, materials, and language that may be inappropriate or offensive. BestWeb is not responsible for any information received, transmitted, or stored and the Customer releases BestWeb from and agrees to indemnify BestWeb against any and all claims, losses, or expenses relating to such information, materials, and language. This indemnification shall survive the termination of this Agreement.