

2. Illegal Activities

xDSL.net prohibits the use of xDSL.net services for illegal purposes, or in support of illegal activities. xDSL.net reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing. Activities which are prohibited as potentially illegal include, but are not limited to: attempting to access the accounts of others, or attempting to penetrate beyond security measures of our or other systems (referred to as hacking) whether or not the intrusion results in corruption or loss of data. Forging any message header, in part or whole, of any electronic transmission, originating or passing through xDSL.net Network. Making fraudulent offers of products, items, or services originating from your account. Posting or e-mailing of scams such as "make-money-fast" schemes or "pyramid/chain" letters. Unauthorized copying and/or distribution of copyrighted material. Distributing viruses, Trojan Horses, or other code that, when executed, could compromise system security.

3. Terms of Contract

1.) The terms of this contract shall be as stated on your xDSL.net Customer Service Agreement beginning on the first day that routing to xDSL.net commences. Your billing anniversary date will be on the same day each month. Your second month's bill will reflect a pro-rata charge associated with the number of days necessary to get your billing date to the appropriate cycle date of each month. After the initial term, this agreement shall automatically renew on a month to month basis and requires a sixty day written notice for termination.

A. Subscriber shall pay service fees according to the service plan designated upon sign-up. The Subscriber shall pay by credit card (American Express, Master Card, Visa, Discover, or DinersClub) the initial setup fees and the first month's access fee. These charges must be paid upon submission of a New Subscriber package. All Fees for service are due on the 15th of each month, in advance of service, unless otherwise stated in your service agreement. xDSL.net has a 5 Day grace period built into all of its contracts. All payments to xDSL.net must be received in xDSL.net's offices on or before 5PM on the payment due date. Any account that has gone past the 5-Day Grace Period will be charged a service charge of 1.75% of the past due balance with a minimum service charge of \$25.00 per month or fraction thereof. Service charges will be assessed on the 6th day after your payment was due. All Customers should note that partial-payment of any invoices or service charges will leave the account in a past due status.

B. If your service is interrupted for non-payment, there will be a minimum restoration fee of \$250.00, unless otherwise stated in your service agreement, payable in advance, in addition to any past due charges. No services will be restored until all charges are paid in full and you are in good standing. This policy will be strictly enforced. Failure to comply with the aforementioned payment schedule may result in cancellation of network services.

C. In the event that xDSL.net terminates your service for non-payment, xDSL.net is entitled to collection of the full amount of the pro-rata service fees up to and including the date that service is disconnected plus its contract cancellation fees (such as the balance of the remaining term) plus any and all collection costs including legal fees that may be incurred. No access to any content stored on xDSL.net's servers will be granted until the entire unpaid balance has been paid in full.

Customer agrees to abide by xDSL.net's AUP Policy as posted at <http://www.xDSL.net/AUP.pdf>. Customer agrees to review the AUP monthly as this reflects the current policy which is updated on the first of each month.

5. xDSL.net Assumes No Liability

xDSL.net services are only to be used for lawful purposes. Any transmission or re-transmission of material in violation of any federal or state laws and /or regulations is expressly prohibited. This extends to, includes, but is not limited to: any copyrighted materials or communications judged to be threatening or obscene. As a customer of xDSL.net and a user of our services, you as an Individual and Your Company agree to indemnify and to hold harmless xDSL.net from ANY and ALL claims resulting from your use of the service, which causes damage to you or any other party. xDSL.net shall not be liable either in contract or in tort, for protection from authorized access of its customer's transmission facilities or customer owned premise equipment, or for unauthorized access to or alteration, theft or destruction of a customer's data files, programs, or information through accident, fraudulent means or devices, or any other method, even should damages caused by a customer, through fault, negligence or failure to perform customer's responsibilities, claims against a customer by any other party, any act or omission of any party furnishing services and or products, or for the installation and/or removal of any and all equipment supplied by xDSL.net. Any traffic which is disruptive or destructive of any source is absolutely prohibited.

Should any individual section of this contract be deemed to be invalid or unenforceable, the parties agree that all remaining sections of this contract will remain in full force. This Agreement and the legal relationship between the Parties shall be governed by the laws of the State of California. The parties hereby agree that should any legal actions arise with respect to this contract or any of its parts, El Segundo, California, shall be the established venue for any filings. This Agreement is the sole Agreement between the Parties respecting the subject matter hereof. Subscriber has read this Agreement and fully understands the terms thereof. This Agreement supersedes all prior agreements and understandings, whether oral or written. This Agreement may only be changed or terminated in writing, signed by both Parties

6. Inside Wiring/Onsite Installation

xDSL.net contracts for inside wiring and router installation to be performed by the telephone company or by a third party contractor .

In the event that the customer fails to keep a schedule appointment, xDSL.net will charge the customer a \$150 missed appointment fee.

xDSL.NET uses different Companies for different jobs. The Company who installs your router may not be equipped to perform the installation on your computer, therefore requiring multiple appointments. The basic installer/wiring Company, who is usually a Telephone Company Employee, understands that it may not be possible under all circumstances to install at every location. The basic installer/wirer will not perform any work on a customer computer. Should we be unable to install the required equipment at your location, xDSL.net will refund any and all installation charges.

7. Termination: Customer may terminate this Agreement at the end of the Initial Term or at the end of the Renewal Term by providing 60 days written notice thereof to xDSL.net. Customer’s notice of termination must be sent to: xDSL.net Attn: Cancellation Department, 222 N. Sepulveda Blvd., #1501, El Segundo, CA 90245.

8. Early Termination: A customer may terminate this Agreement prior to the end of the Initial Term if the following conditions are met in full:

A. The customer’s account will revert to a month to month agreement back to the beginning date of the customer’s service agreement with xDSL.net. Please note that the month to month pricing is at a 25 percent higher rate than the one year contract price and will . Customer will be responsible for the change in pricing. Termination charges are billed in one lump sum.

B. Customer will also be responsible for repayment of any promotional waivers, credits, or discounts (if applicable) given based on a one year or greater term contract. Customer is also responsible for any early termination or cancellation fees required by the telephone company.

C. There is a minimum termination charge of \$250.

D. Customer may be liable for any equipment rental fees necessary to complete the initial job.

9. Notice of Violations: Questions or Reports of violations of this policy should be sent to abuse@xDSL.net.

By: _____ Title: _____
Name: _____ Date: _____
Witnessed by: _____ Date Witnessed: _____

(xDSL.net use only below this line)

xDSL.net _____ Date