



ActionNet DSL Contract

powered by Pioneer

The following is the Contract currently in force between Action Networks, Inc. (ActionNet) and DSL Customers. ActionNet may modify this agreement from time to time.

This **AGREEMENT** (collectively, the "Agreement") is by and between the undersigned customer and ActionNet with its office at 151 East Olive Street, Newport, Oregon 97365 for the provision by ActionNet of certain network services for the Customer.

Please Print

Customer Name: _____

Company: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone number: _____

1. Definitions:

- A. The "Agreement" refers to both the Service Agreement and the Service Exhibit.
- B. The "Customer" and "Customer's" refer to the Customer described below.
- C. "ActionNet" refers to Action Networks Inc.
- D. The "Service" or "Services" refers to any service as described in the Service Exhibit, for customer's type of service, as revised from time to time.
- E. The "Effective Date" as used herein, means the date when ActionNet accepts the Agreement and successful Enablement of Services has occurred.
- F. "Successful Enablement" means that (1) ActionNet has enabled the transmission of TCP/IP packets between ActionNet's router interface to the Customer's demarcation interface that is specifically designated for the service, and (2) a Customer user name and password with respect to the service has been authorized by ActionNet.
- G. "Operation and Maintenance" means the continued Enablement of transmission of TCP/IP packets between ActionNet's router interface and Customer's router interface that is specified for the service, provided, however, that any failure or malfunction of any cabling, communication lines, hardware, and software not operated by ActionNet will not create any liability of ActionNet under this Agreement.

2. Terms of the Agreement.

This Agreement shall come into effect on the Effective Date, as defined above. Once ActionNet achieves Successful Enablement, the Service will be presumed to be available for Customer's use, regardless of the status of the Customer's equipment. The term of the Agreement shall be one year (365 days). Once the term is achieved, the early termination fee no longer applies. Termination after the agreement is completed shall be in accordance w/ the termination provisions of this agreement (paragraph 5 and 6).

3. Rates, Charges and Payment; Rate Changes.

The Customer is responsible for the payment to ActionNet of the rates and charges specified in the Service Exhibit. All rates and charges, as defined herein, shall become payable when this Agreement comes into effect, pursuant to the terms contained above. All charges specified in this Agreement are expressly exclusive of any applicable taxes, the later of which shall be payable by the Customer and which shall be itemized separately by ActionNet. Rates and charges will be invoiced fifteen (15) days prior to the due date and will be due monthly on the First day of the Effective Date. ActionNet billing statement shall be deemed correct and binding on the Customer unless an objection in

writing is received by ActionNet ten (10) days from the date of the billing statement. Interest on any overdue payments owing to ActionNet pursuant to this Agreement may accrue on a daily basis and will apply at a rate of 1.5% per month (18% per annum). Service interruption does not relieve Customer from the obligation to pay all charges and penalties. The rates and charges specified in this Agreement are subject to revision by ActionNet from time to time, and ActionNet will provide a thirty (30) day notice to the Customer of any increase in such rates and charges. When and if Customer receives any notice of any rate increase from ActionNet, Customer may terminate this Agreement upon providing ActionNet a written notice within thirty (30) days of the receipt of the written notice by ActionNet. If the Customer fails to deliver such notice to ActionNet this Agreement shall continue in effect and the new rate shall apply and billed to the Customer.

4. Customer Obligations.

- A.** Customer shall at its own expense undertake any and all preparations required to comply with ActionNet's installation and maintenance instructions.
- B.** Customer shall be precluded from doing any of the following:
 - I.** Posting or transmitting any transmission constituting or encouraging conduct that would constitute a criminal offense, giving rise to civil liability, or otherwise violating any local, state, national, or international law, including without limitation the U.S. export control laws and regulations.
 - II.** Post or transmit any information of software that contains a virus, worm, cancelbot, or other harmful component. Hacking, or otherwise attempting to access restricted areas of any network or computer system.
 - III.** Upload, post, publish, transmit, distribute, or participate in the transfer or sale, or in any way exploit any information, software, or other material obtained through the Internet, which is protected by copyright or other proprietary right, or derivative works with respect thereto, without permission of the copyright owner.
 - IV.** Abuse or fraudulently use the Service in any way not set forth above.
- C.** Customer acknowledges that access to the Service under this Agreement is intended for the use of the Customer and its authorized users only. Customer and its authorized users shall not resell the Service to any other party without having executed a separate Reseller Agreement with ActionNet.

5. Termination.

Either party may terminate this agreement after the initial term, by providing the other party (30) days written notice prior to the expiration of the current term. Accounts must be current with a zero balance at the time notice is submitted to ActionNet. Any termination shall not relieve the Customer of its obligation to pay any charges for the remaining term or incurred hereunder for services rendered prior to the date requested in Customer's written termination request. Moreover, ActionNet may terminate this Agreement, or suspend the provision of Service to the Customer without notice at any time in the event of the occurrence of any of the following:

- A.** Failure by the Customer to pay all required rates and charges under this Agreement to ActionNet on the payment date specified in ActionNet's billing statements to Customer.
- B.** Breach of any covenant, term, or condition of the Agreement.
- C.** The Customer makes an assignment for the benefit of creditors, becomes bankrupt or insolvent or takes benefit of, or becomes subject to any legislation in force relating to bankruptcy or insolvency, it being understood that the appointment of a Receiver or Trustee of the property and assets of the Customer is conclusive evidence thereof.
- D.** ActionNet is unable to provide the service due to any law, rule, regulation, or municipal, state, or federal authority, including but not limited to, any regulatory authority having jurisdiction.
- E.** If, for any reason, ActionNet deems it necessary, and in the best interest of ActionNet, that the user be removed from the service immediately.

6. Early Termination.

If the Customer cancels/terminates service within the period of the agreed upon term for any reason, including cancelling telephone service, the Customer will be subject to a termination liability charge. Cancellation/termination during the 12 month period will be subject to a \$120 termination liability charge. Additional charges may apply based on current promotions. The Customer agrees to pay any reasonable attorney's fees and legal expenses incurred by ActionNet as a result of the Customer's failure to comply with the terms and conditions set forth in this agreement. In the event of legal action arising out of or related to this Agreement, including claims for non-payment of amounts owed hereunder, Lincoln County, Oregon shall be the exclusive jurisdiction and legal venue for said action and this Agreement shall be construed according to the laws of the State of Oregon.

I have read and agree to the terms stated in the Early Termination section.

Initial _____

7. Rights and Obligations of ActionNet; Disclaimer of Warranties.

- A.** ActionNet shall be responsible only for the Operation and Maintenance (as defined above) of the Services. Customer shall be responsible for maintaining and managing its own network and routers that interface with the Service. ActionNet shall not be responsible for cabling that connects equipment not provided by ActionNet to ActionNet equipment or to the Service. Any interruption in the Service that is caused by the malfunction or interruption of any physical telecommunications media or facility (including but not limited to, cables and fiber optic lines) not under direct or indirect control of ActionNet or by any malfunction or manufacturer's defects of equipment either sold by ActionNet to the Customer or purchased by the Customer in connection with the Service will not be deemed a breach of ActionNet's obligation under this agreement. The foregoing states the Customers sole remedy for service interruption under the Agreement, and in no event shall ActionNet be liable for harm on business, lost revenues, lost savings, or lost profits suffered by Customer, regardless of the action, including without limitation, negligence of any kind, whether active or passive.
- B.** Customer understands that Customer and Customer's authorized users may access the Internet through the Service. Customer understands further that, except for certain products and services specifically identified as offered by ActionNet, neither ActionNet nor any of its affiliates operates or controls the Internet in any way, and that all merchandise, information, and services offered or made available or accessed by Third Parties who are not affiliated with ActionNet, its agents, or affiliates. Customer assumes total responsibility and risk for Customer's use and Customer's authorized user's use of the Service and the Internet. Neither ActionNet, its agents, nor affiliates make any express or implied warranties, representations, or endorsements whatsoever.
- C.** All DSL accounts include a backup dialup service. Customer understands that the backup dial account will only be active when the DSL service has an interruption due to DSL line or DSL equipment malfunction. The customer must notify ActionNet that the service is malfunctioning, to have the dialup account activated.
- D.** Customer understands that ActionNet is not responsible for maintaining customer's equipment configured to use the DSL service. There will be a fee of \$75.00 per hour with a one hour minimum to reset your equipment for access to the Service after initial setup.

8. Services Exhibit

Choose one of the following service types (Initial Only One Product & Installation Option):

One Time Equipment Fee or Monthly Rental. (Choose One)

	Purchase	Monthly Rent
Wireless capable/4 Port Switch DSL Modem	\$100.00 _____	\$8.00 _____
Used ADSL Modem (if available)	\$ 50.00 _____	\$3.00 _____

Monthly Rates for DSL Service

(Please indicate your choice)

DSL Up to 256K	\$29.95	DSL Up to 256K Plus	\$30.00
DSL Up to 1.5Mg	\$44.95	DSL Up to 1.5Mg Plus	\$60.00
DSL Up to 3Mg	\$45.00	DSL Up to 3Mg Plus	\$65.00
DSL Up to 6Mg	\$54.95	DSL Up to 6Mg Plus	\$70.00

6 Mb is not available in all Pioneer serving areas. A prequalification must be made by a customer service representative.

I verify I am at least 18 years of age, have read this contract, and initialed the product that is to be ordered.

Telephone number DSL is to be installed on: _____

Signed: _____

Print Name: _____

Date: _____

Payment Options

Monthly Service Charge will be paid by: (Initial your choice)

Check INITIALS _____ Credit Card INITIALS _____

Equipment Charges will be paid by: (Choose One)

Check INITIALS _____ Credit Card INITIALS _____

Credit Card Information:

Name as it appears on Card: _____

Billing Address for Card: _____

Account Number: _____ Expires: _____

I authorize **Action Networks Inc.** to charge the above account to pay for my subscription for DSL service.

Signed: _____ Date: _____

Monthly charges are due prior to each month of service.

ActionNet hereby accepts this contract:

Signed: _____ Date: _____

Please indicate User Name _____ and Password _____

Please specify e-mail names and passwords

E-mail Name: _____ @actionnet.net Password _____

E-mail Name: _____ @actionnet.net Password _____

E-mail Name: _____ @actionnet.net Password _____

E-mail Name: _____ @actionnet.net Password _____

E-mail Name: _____ @actionnet.net Password _____

If e-mail name has been taken, you will be notified. Password can be the same on all names.

Pre-Requisites for DSL Installation

****An Ethernet Card is required in order to connect your computer to the Modem**

How many computers are you connecting to DSL? _____

What operating system is installed on your main computer? _____
Must have XP or newer

You will need to pick up the pre-programmed router from our Newport office. If you cannot pickup your router, we can ship it to you for a \$10 fee. Do you want us to ship the router to you?

Yes _____

No _____

Additional Static IP's are available for \$5 month.

Fill out and fax this form to 541-265-8946 or drop it by our office at 151 E. Olive St., Newport.