

Enter.Net, Inc. DSL Internet Service Contract

TERMS OF SERVICE

This Contract is between Enter.Net, Inc., located at 1633 N 26th Street, Allentown, PA 18104, ("Enter.Net") and you, as Enter.Net's customer ("Customer" or "you").

Customer is ordering DSL high speed Internet access service for the phone number as stated on Customer's Application.

Customer is responsible for all costs for their DSL service to work. This includes having a working computer, modem and telephone service directly from Verizon. Customer is also responsible for all telephone charges, costs of computers, modem/router or any other data equipment, filters, networking of computers and wiring.

No claims may be made against **Enter.Net** because Customer is responsible for providing accurate information to Enter.Net in order to get DSL service. Customer must provide accurate address, phone number, telephone provider, number of phones or telephone devices. Customer must tell Enter.Net if they have Satellite, an alarm system, TIVO, Fax machine or other devices that use a phone line connection. (Other devices may include "life alert," charge card terminals, gaming systems, door bells).

Enter.Net's only obligation is to provide Customer with a usable connection to the Internet to Customer's demarcation (NID). Speed and uninterrupted use of the service are not guaranteed.

This DSL Contract and payment plan is for the period as stated in the Application for DSL Service. An additional monthly PA sales tax/supplier recovery fee will be added to invoice. Customer may pay for services by check, cash, money order, credit/debit card or ACH checking transfer account.

Payment for services is due on or before the due date. If payment is not received by the due date or other payment arrangements have not been made, Enter.Net will automatically charge Customer's valid credit card/debit card or Customer's ACH checking transfer for the amount due which Customer agrees to keep on file at all times. Enter.Net does not give refunds for unused services, or for any other reason.

RENEWAL

At the end of the term, this Contract will continue unless Customer cancels before the due date. Customer will be sent an invoice at least 30 days in advance of the due date. The invoice is also available online at <https://billing.enter.net>. If there are any rate changes, or any other change, Customer will be notified on the invoice.

Customer must cancel by giving written notice of cancellation on or before the due date of renewal.

Customer may do so by sending an email to billing@enter.net. Following the receipt of the cancellation email by Enter.Net, Customer will receive a confirmation email with a cancellation number. Enter.Net does not give refunds on any unused services. If Customer attempts to cancel after due date, the cancellation will take effect after the end of the renewed term.

DEFAULT

If Customer moves, changes their phone service plan, changes telephone service providers, changes their DSL service provider, changes the telephone provider from Verizon, or if Customer has an interruption of the Customer's telephone service, for any reason, this will cause Customer's DSL to stop working.

If Customer brings their Verizon account back to good standing, Enter.Net will reorder the service. There

will be a \$60.00 reactivation fee charged to Customer. If Customer chooses not to resolve the above issue, or if Customer caused an event which permanently made the Customer's DSL to stop working, this Contract will cancel and all cancellation fees will apply.

If Customer does not pay by the due date, Enter.Net has the right, with **NO** restrictions, to cancel or suspend service. This may automatically cancel the Contract and all cancellation fees will apply.

CANCELLATION FEES

In the event of default, or if service is cancelled by Customer, or an event causes the service to terminate before the full term of the DSL CONTRACT, Customer agrees to pay a \$100.00 early termination fee, as well as for service during the time period or usage at the applicable rate. If, during the first year of service, this Contract is cancelled, Customer also agrees to pay the \$60.00 first year activation fee if it was waived at the start of this Contract. Enter.Net does not give refunds for unused services or for any other reason.

In the event of a default or violation of the Contract, Customer agrees to pay Enter.Net any and all reasonable expenses, including any attorney's fees incurred in enforcing its rights under these Terms and Conditions.

SERVICE POLICIES

Enter.Net is not responsible for any loss or damages caused by interruption of service for any reason.

If you wish to connect two or more computers to the DSL line, you will require a DSL router. The DSL router can be purchased from Enter.Net or any other company. It is **NOT** included with the service. DSL speeds are determined by Customer's distance from the telco switch "up to" the maximum speed of the term (i.e., 768kbps) and there is **NO GUARANTEE** you will realize the maximum speed. The actual speed can only be determined after the installation of the circuit. Enter.Net gives **NO REFUNDS** for any reason, **UNLESS** it is determined that DSL service is not possible at any speed at Customer's location after the line is activated. Customer will be charged monthly fees beginning when the line is installed and activated, not upon Customer's first use.

All orders are subject to final acceptance by Enter.Net, Inc. and Customer has been informed and acknowledges that it may take up to 120 days for activation of service. Customer also has been informed and acknowledges that no claim may be made against Enter.Net for any delays or down time due to previous orders placed on the telephone line Customer provided for the DSL service or other line conditions. If Customer cancels the DSL order prior to activation, a \$100.00 early termination fee will apply.

No claim can be made against Enter.Net for any losses or damages caused by interruption of service or "down time" or subscriber's errors or omissions, for any reason. Enter.Net, Inc. reserves the right to terminate this agreement at any time, if the Customer violates any of the "Acceptable Use Policies". Enter.Net does not give refunds for any unused services.

MODEM RENTAL

DSL modems are available for purchase or rental from Enter.Net. If Customer chooses to rent a DSL modem from Enter.Net, then Customer agrees to pay Enter.Net \$3.95/month for the wired modem, or \$5.95/month for the wireless modem for the entire term Customer has DSL service through Enter.Net on or before the due date. Enter.Net will warranty the modem for the entire term Customer continues to rent the modem from Enter.Net. In event the modem breaks during the course of normal usage, a replacement modem may be issued upon return of the broken or defective modem. The only cost that Customer may incur is the cost of shipping & handling of broken modem and replacement modem. However, if it is

determined that Customer has caused damage to the modem or uses it as was not intended to be used, or it is damaged by fire, lightning, power surge, flood or other cause not due to a manufacturing defect, Customer will pay the cost of replacement.

Return of modem due to cancellation/termination of DSL service: The modem is property of Enter.Net, Inc. and must be returned in full working order with instruction/installation manual(s) and all related materials received, within 10 days from time the service is discontinued/cancelled with Enter.Net, Inc.

If Customer fails to return the modem within 10 days of cancellation/termination of service, or if it is returned in other than good and working condition or it is determined that Customer has caused undue damage to the modem from use not intended, Customer must pay \$100.00 for the wired modem, or \$150.00 for the wireless modem. Enter.Net reserves the right to charge Customer's credit/debit card, debit Customer's ACH checking transfer or to pursue other means of collecting the amount for the modem.

ACCEPTABLE USE POLICY

Enter.Net does not knowingly allow its systems to be used for any activity that is illegal. If Enter.Net discovers that Customer's computer system or internet connection is impairing Enter.Net's operation, Customer's service will be terminated until it is resolved.

ALL Enter.Net dial-up, direct connect Internet accounts and customer web pages cannot be used for mass emailing of any type using Enter.Net's mail servers. Mass emailing is defined as the sending of any number of messages to random email addresses, or the running of any mailing list, whether or not the list of recipients are willing to receive such mailings. If you wish to run a responsible mailing list of any type, please call Enter.Net at 610-437-2221 for information on that optional service.

If Enter.Net finds a violation of any of its policies regarding use of Enter.Net's mail servers, Enter.Net has the right to immediately suspend Customer's account without prior notice or warning.

SERVICE POLICIES

Customer cannot make a claim against Enter.Net, Inc. for any losses or damages resulting from delays, non-deliveries, mis-deliveries, service interruptions, "down time," or customer's errors or omissions.

Customer is responsible to maintain current backups and/or copies of information provided by or to Enter.Net such as software and programs.

Customer cannot make a claim against Enter.Net for failure to provide services resulting from the acts or omissions of third parties. Customer cannot make a claim against Enter.Net **under any circumstances** for consequential damages, including, but not limited to, any loss arising from Enter.Net's failure to provide services in accordance with this agreement. Customer cannot make a claim against Enter.Net for any loss of data or profits due to any interruption in service resulting from Customer's failure to make payments to Enter.Net in a timely manner.

If Customer violates this Agreement, Customer may be responsible to pay Enter.Net any and all reasonable counsel fees and costs of suit to enforce this Agreement. Enter.Net's liability under this agreement for any claim is limited to the amount received by you for the services giving rise to any claim. Enter.Net reserves the right to terminate this agreement at any time.