

Enter.Net, Inc. Dial Up/Accelerator Internet Service Contract

TERMS OF SERVICE

This contract is between Enter.Net, Inc., located at 815 N 12th Street, Allentown PA 18102, ("Enter.Net") and you, Enter.Net's customer, ("Customer" or "you").

Customer is ordering Dial Up and/or Accelerator Internet access service as stated on Customer's Application.

Customer is responsible for all costs for the Dial Up and/or Accelerator Internet service to work. This includes having a working computer, modem and telephone service and all telephone charges. Customer is responsible for downloading all necessary software to gain access to the Internet through Enter.Net's Dial Up and/or Accelerator service.

All Dial Up and/or Accelerator Internet service is prepaid by Customer. Customer may pay for services by check, cash, money order, credit/debit card or ACH checking transfer account.

The 7 Day Risk Free Trial is available for **1st time** Enter.Net customers only. The 7 Day Risk Free trial starts on the first day Customer makes a connection, after the application, and continues for 7 consecutive days. The initial connection must be made by the Customer within 90 days from the date of application. The 7 Day Risk Free trial is only available if Customer purchases the connection software.

If Customer decides not to purchase the software and the Customer does not have an existing Internet access, a one time long distance charge to Enter.Net's network may be required to obtain the necessary programs.

Enter.Net provides a listing of local access phone numbers to Customer to connect to the Internet. Customer **is responsible** for selecting the correct local access phone number. No claims can be made against Enter.Net for any long distance charges Customer incurs while connected to the Internet.

RENEWAL

Customer may pay for services by check, cash, money order, credit/debit card or ACH checking transfer account. An invoice is sent to Customer prior to the renewal date. The invoice is also available on line at <https://billing.enter.net/>. If you do not cancel, this contract will renew for the same time period as in the original application and contract unless Customer changes the payment billing

cycle. If payment has not been received by the due date and no notice of cancellation was made by Customer, Enter.Net will charge the credit/debit card on file. Enter.Net is not responsible for any loss or damages caused by interruption of service for non-payment of services or for any reason.

CANCELLATION

If Customer decides to cancel the service during the 7 Day Risk Free trial, Customer must notify Enter.Net within the 7 day trial period of Customer's intent to cancel the service. Customer must return any provided disks before being entitled to a refund of any monies paid in advance, less shipping & handling and software charges. Enter.Net DOES NOT GIVE REFUNDS after the 7 day Risk Free trial.

Customer must notify Enter.Net intent to cancel the services on or before the due date of the renewal by email to billing@enter.net. After Enter.Net receives the email a confirming email with the cancellation number will be sent to Customer. **Enter.Net does not give refunds for any unused services** or for Customer's failure to notify Enter.Net of their intent to cancel services on or before the due date of the renewal of this contract.

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

The 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 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 contract. 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 contract, they may be responsible to pay Enter.Net any and all reasonable counsel fees and costs of suit to enforce this contract. Enter.Net's liability under this contract 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 contract at any time.

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

No claim may be made against Enter.Net for any long distance phone charges from Customer's phone company.