

## TOLEDO TELENET DSL INSTALL/MODEM AGREEMENT

### CUSTOMER INFORMATION

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### INSTALLATION INFORMATION

Installation Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Installer's Name: \_\_\_\_\_

Modem Serial Number: \_\_\_\_\_

Number of Computers Using DSL: \_\_\_\_\_

Additional Service Requested: \_\_\_\_\_ HOURS

Compter Configured and Tested:  YES  NO

Comments: \_\_\_\_\_

\_\_\_\_\_

Installer's Initials: \_\_\_\_\_ Customer's Initials: \_\_\_\_\_

Privacy Policy: We do not sell your personal information to anyone, at any time, for any purpose. We may use your personal profile information to create personalized content, services, and advertising that contain information about (or is related to) products and services offered by us.

#### 1. DAMAGE TO YOUR HOME OR BUSINESS COMPUTER

1.1 EXCEPT IN CASES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, TOLEDO TELENET SHALL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, LOSS OR DESTRUCTION TO YOUR EQUIPMENT. IN THE EVENT OF SUCH A GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, TOLEDO TELENET SHALL PAY FOR THE REPAIR OR REPLACEMENT OF THE DAMAGED PARTS UP TO A MAXIMUM OF \$3,000 AND SUCH SHALL BE YOUR SOLE REMEDY RELATING TO SUCH ACTIVITY. NEITHER TOLEDO TELENET NOR ITS SUPPLIERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, FILES OR DATA. IN ADDITION, YOU UNDERSTAND THAT THE OPENING OF YOUR COMPUTER MAY VOID WARRANTIES PROVIDED BY THE COMPUTER MANUFACTURER OR OTHER PARTIES RELATING TO THE COMPUTER'S HARDWARE OR SOFTWARE. YOU HEREBY CONSENT TO THE OPENING OF THE COMPUTER FOR THE INSTALLATION AND REMOVAL OF EQUIPMENT RELATED TO TOLEDO TELENET INTERNET SERVICE. NEITHER TOLEDO TELENET NOR ITS SUPPLIERS SHALL HAVE ANY LIABILITY WHATSOEVER AS THE RESULT OF THE VOIDING OF ANY SUCH WARRANTIES.

#### 2. COMPUTER EQUIPMENT REQUIREMENT

2.1 CERTAIN MINIMUM CONFIGURATION STANDARDS ARE REQUIRED FOR USING TOLEDO TELENET INTERNET SERVICE. YOU UNDERSTAND THAT TOLEDO TELENET INTERNET SERVICE MAY NOT BE OPERATIONAL WITHOUT THESE MINIMUM REQUIREMENTS, WHICH HAVE BEEN IDENTIFIED FOR YOU, AND YOU CERTIFY THAT YOUR EQUIPMENT, AT A MINIMUM, CONFORMS TO THIS SET OF TECHNICAL CONFIGURATION REQUIREMENTS.

2.2 TOLEDO TELENET OFFERS A DSL MODEM TO ACCESS TOLEDO TELENET INTERNET SERVICE. THE COST OF THE DSL MODEM WILL BE INCLUDED IN THE INSTALLATION FEE. THE DSL MODEM WILL BECOME THE PROPERTY OF THE CUSTOMER AFTER ONE YEAR (12 MONTHS) OF FULLY PAID DSL SERVICE. IF CUSTOMER TERMINATES DSL SERVICE LESS THAN A YEAR AFTER INSTALLATION OF SERVICE, THE CUSTOMER WILL BE BILLED A **\$105.00** FOR THE DSL MODEM **OR** THE CUSTOMER MUST RETURN THE DSL MODEM TO TOLEDO TELENET.

2.3 YOU ARE RESPONSIBLE FOR PROVIDING, AT YOUR COST, ANY FILTERS AND RELATED CONNECTIONS AND ALL OTHER EQUIPMENT AND CONNECTIONS (E.G. PERSONAL COMPUTER) REQUIRED FOR ACCESS TO TOLEDO TELENET DSL SERVICE.

2.4 TOLEDO TELENET WILL PROVIDE, IF REQUESTED IN PLACE OF A DSL CONNECTION, A DIAL-UP CONNECTION TO TOLEDO TELENET INTERNET SERVICE. YOU WILL PROVIDE THE MODEM AND MAKE ALL NECESSARY CONNECTIONS TO THE COMPUTER FOR THE DIAL-UP CONNECTION.

#### 3. COMMITMENT FOR SERVICE

**3.1 IF THE CUSTOMER TERMINATES SERVICE PRIOR TO FULFILLING THE CONTRACT TERM, THE CUSTOMER WILL BE LIABLE FOR THE DIFFERENCE BETWEEN THE CONTRACT RATE AND THE NORMAL, UNDISCOUNTED MONTHLY RATE FROM THE DATE SERVICE WAS INITIATED TO THE DATE SERVICE WAS TERMINATED.**

I, the undersigned subscriber, have read, understand and agree to the terms and conditions above, and as stated on the DSL Customer Use Agreement.

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_