

Card Location:

VCC:

EQN

Modem Serial Number:

Modem Type:



CUSTOMER INFORMATION

Please write clearly using blue or black ink.

For assistance with this form, call (912) 523-5111

Telephone number for DSL service :

Account Holder's Name:

()

Address for connection of DSL Service :

City:

State:

Zip:

DSL SERVICE PLAN

DSL Mid Gear (3 MB Down / 384 UP) = \$49.95 / mo

DSL High Gear (6 MB Down / 512 UP) = \$59.95 / mo

EQUIPMENT OPTIONS

GTCONLINE offers a selection of bridged modems, wired and wireless modems to use with our High Gear DSL Service. You can supply your own, however we will only assist you with troubleshooting on one of our Approved Modems.

Speedstream 4200 (Bridged Mode) (includes two DSL filters) - NO CHARGE*

BEC 5200W (includes two DSL filters) - NO CHARGE*

* all charges based on 1 year agreement. Additional Fees may be required based on your credit history with Glenwood Telephone Company.

IP ADDRESSES

One dynamically assigned IP address is included with High Gear DSL services. To request a static IP address or multiple IP addresses please complete the below section:

Yes, please provide me with a static IP address (\$50 setup fee).

I need IP addresses. (\$50 per month per IP address, any request over 2 IP addresses means customer must attach a diagram explaining your network.

MISC. INFORMATION

In order for us to provide you with the highest quality service available GTCONLINE needs to know the answers to several simple questions.

I have an alarm system in my house. (If so please contact your alarm system provider to place a RJ-31 DSL Filter to eliminate any issues)

My satellite TV receiver is connected to the telephone line in my house.

I need additional filters (you need one for each phone jack in use in your home. (\$2.95 each)

I need a Wall Filter for my Wall Telephone.

I plan to use a Wireless Connection and would like for a certified technician from GTC to come out and install security on my home wireless network. (\$50 installation fee - does not include any additional equipment needed, if any).

ACCOUNT INFORMATION

Login Name :

minimum of 6 characters a maximum of 28

Password :

minimum of 6 characters a maximum of 64. For security purposes this must be different than your Login Name.

Secret Question :

your security question (ex: birthplace, hospital where you were born, frequent flyer number, last 4 of credit card).

Answer :

this is the correct response you will have to provide our technicians to receive support on your service.

TERMS OF SERVICE HIGHLIGHTS

- ▶ 4.3 Router / Modem : The DSL installation fee includes initial setup and pre-configuration of the DSL router / modem. If Customer, Customer's staff, or consultants make any changes to the DSL modem then GTC is not responsible for monitoring the DSL circuit, nor any service outages or problems that may result. GTC does not recommend installation of a Firewall or VPN software in routers that have not been upgraded to handle these features or functions without performance degradation. Customer is responsible for all DSL circuit performance problems that result from installation or VPN software or hardware that are not approved by GTC (See 4.3.1 for a list of approved equipment). A fee of \$20 is charged if GTC must reconfigure the DSL modem, a \$125 per hour fee is charged if modem is not an approved device.
- ▶ 4.1.1 Inside Wiring : Inside wiring is not required if there is an unused copper wire pair between the location where the CPE equipment (namely the DSL router / modem) is installed, and the Telephone Company NID device. A single copper pair must be installed at the NID to the jack which will be used by the CPE device, unless this is a Public Housing or Low Income Housing Unit. If a new copper wire pair must be installed, the rate for installation is figured at Glenwood Telephone Company labor rates. If the drop has been determined in working condition and a service call is requested the service call rate will be figured at \$60 an hour plus materials.
- ▶ 4.4 CPE Warranties : Any GTC provided CPE equipment will be either a new or fully inspected, tested, or repackaged unit(s). The CPE equipment is provided AS IS WITH NO WARRANTY. We are not the manufacturer of your CPE equipment and we make no warranties regarding the service of your equipment, whether expressed or implied, including any warranties of merchantability, suitability, or fitness for a particular purpose of any type or character. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED.
- ▶ 5.1 Credit History : GTC at its sole discretion will verify credit history based on GTC customer payment history to determine Activation Fees and Equipment Fees (collectively known as Installation Charges"), if any. A Bad Credit History with GTC (defined as any balance brought forward from previous month's invoice for past 6 months, or disconnection of any services for non-payment during the last 12 months), or Customers with no credit History with GTC are eligible for Services with the following stipulations :

\$100 Activation Fee due at the time of Application.
\$100 Equipment Fee due at time of Application.
- ▶ 5.3.1 The fee for the period is due on or before the first day of the current period of service. If payment is not received by the 10th of the month in which payment for the period is due then the amount due for that month shall be the month-to-month price for the service. GTC reserves the right to suspend service if payment is past due on the 20th of the month. If DSL Service is suspended, the total amount due and a reconnection fee of \$100 must be paid before Service is restored, for Dial-up Customers a reconnection fee of \$10 plus the total amount due must be paid before Service is restored.
- ▶ 6.2 Early Termination Fee : If a Customer who elected an initial fixed term, terminates the Service prior to the end of the fixed term, or if Customer does not honor any advance notice of the termination requirement, then the Customer will be required to pay GTC an early Termination Fee equal to the remaining payments of the fixed term or \$200, whichever is less.

DECLARATION - MUST BE COMPLETED

Glenwood Telephone Company's Terms of Service (TOS) sets out the terms and conditions applying to this application and all products and services GTCONLINE provides to you. Your Contract is with GTCONLINE (a division of Glenwood Telephone Company). A summary of the TOS is included with this form. You can obtain the full TOS agreement from <http://www2.gtconline.com/legal>, or by telephoning the business office at (912) 523-5111 during normal business hours.

By signing below you declare that:

- *all the information I have provided is correct*
- *I have read, understood and agree to abide by the above information and the TOS Agreement*
- *I am authorized to make this declaration and am at least 18 years old*

Signature :

Date :

Terms of Service Agreement Summary

INTRODUCTION

By applying for and accepting Services from GTC the Customer consents to and accepts all terms and conditions in this Agreement, our Acceptable Use Policies, and all other use policies (collectively, the "Terms of Service" (TOS)). Customers are defined as any person or entity using GTC Services. GTC may modify this Agreement at any time and any modification becomes effective immediately by notice of posting on GTC's home page (<http://www.gtconline.com>), by electronic mail, or by conventional mail. You may terminate your service as allowed in Section 8 if you cannot or will not accept any of these conditions. Your continued use of Services following the posting of any revisions to the TOS constitutes your acceptance of those revisions.

LEGAL AUTHORITY

In order to purchase Services you must be an adult of at least 18 years of age, and by accepting the Services you are agreeing to also accept these TOS as a Customer Account Holder, confirming you are indeed at least 18 years of age. All Services must be approved by the Primary Customer Account Holder.

If you are a business, and subscribing as a legal entity, you confirm (through your duly authorized representative) that your business is a corporation, partnership, or another legal entity duly formed (and incorporated if applicable) whom is in good standing where required to do business with all legal authority and power to accept these TOS.

THE SERVICE

Services are offered as a "best effort" service. GTC does not guarantee DSL circuit availability, reliability, quality, or minimum response time to repair a DSL circuit should there ever be a disruption of service. GTC only repairs DSL circuits during normal business hours. No minimum level of speed is guaranteed. DSL Technology cannot be used through a PBX or Key System.

Local access dial-up numbers may not be available in all areas. You are solely responsible for determining if use of a particular dial-up number will cause you to incur long-distance, toll, or other charges. ISP is not responsible for any long-distance, toll or other charges you incur.

3.1 Modifications to the Service. GTC reserves the right to modify or discontinue Services, either on a temporary or permanent basis, whenever it deems necessary with or without notice (this includes any function or features of the Services). Modifications can include different technologies, rates, and or charges. No notification is necessary when modifications will not negatively affect speeds or Customer Premise Equipment ("CPE"). When notification is necessary (e.g. a planned or

unplanned service outage), GTC may post notification on its website or via Customer email. It is the Customer's responsibility to check for notification via our website or their GTC email address for such notification from time to time.

3.2 Privacy & Security : DSL includes a virtual private circuit to your premises. Privacy and security cannot be guaranteed and we shall not be liable to you for any lack of privacy you experience while using the Service.

3.3 Username and Password : Customers are required to choose a unique name for their account ("Username"), as well as a password when applying for Service. Customer agrees to keep all Username, passwords, IP addresses, and computer names strictly confidential, and furthermore Customers are solely responsible for any liability or damages resulting from their failure to maintain confidentiality. Customer is also completely and fully responsible, as well as liable for all activities originating on Customers account or IP address. If a Customer feels unauthorized activity has taken place Customer must immediately notify GTC of any breach of security, such as a loss, theft, Public Use, unauthorized usage or disclosure of their Username and Password.

3.4 IP Address Assignment : Customer by default will be provided with a dynamic IP address, however Customer may request a static IP address. Static IP address assignment setup requires a \$50 initial setup fee. Additional IP addresses can be requested at an additional monthly fee of \$100 per IP address per month.

3.5 Support & Customer Service : GTC provides free basic Customer support care for Service purchased from GTC which are covered under these TOS.

3.6 Email Limits and Retention : Customer acknowledges GTC limits the maximum number of days email messages are retained by the Service; the maximum number of email messages sent or received by a Customer on the Service, and the maximum size of any email message sent or received by a Customer on the Service.

EQUIPMENT & SOFTWARE

While GTC will provide the CPE (hereafter defined as the router/modem and filters), however Customer must provide all equipment and devices needed to receive the Service, and Customer is responsible for any compatibility issues which may occur. Any equipment other than the CPE is not the responsibility of GTC, furthermore GTC will not provide support for, nor provide maintenance or management of such equipment and devices.

4.1 Installation : Customer may request GTC to provide installation of CPE, however there will be a Professional Installation Charge specified by GTC at the time you enroll in the Service, or upon transfer of Service. If a installation appointment is scheduled and Customer Account Holder, or anyone else that

is authorized to permit installation is present at the scheduled time, where no notification is provided to GTC at least 24 hours in advance, Customer agrees to pay a No-Show Charge of \$100. Customer authorizes GTC and its employees to enter Customer's premise in order to install, maintain, inspect, repair, or remove the equipment. If Customer schedules an installation appointment Customer is affirming they have the right to do so , and authorizes us to enter their premises.

Outside Wiring : Almost all Customer's have an unused copper wire pair to their premises. If a new copper wire pair is required the Customer is notified and must, at their expense, have GTC install an additional pair to the premises at Glenwood Telephone Company tariffed rates. After the new pair is installed the Application for the Service is resubmitted for processing.

Inside Wiring : Inside wiring is not required if there is an unused copper wire pair between the location where the CPE equipment (namely the DSL router / modem) is installed, and the Telephone Company NID device. If a new copper wire pair must be installed, the rate for installation is figured at Glenwood Telephone Company labor rates.

4.2 System Compatibility : Some Automatic Reporting Systems, such as home security systems, medical alert systems, and door bell answering services, which dial local law enforcement, fire departments, and medical assistance, may cause problems with GTC Services. Customer waives any and all claims against GTC for interference or disruption Services may cause with third party system devices. Professional installation may be required if Customer uses such devices, furthermore if Customer has five or more devices connected to their phone line Professional Installation may also be required due to degradation of DSL signal a NID filter may be required.

4.2.1 Commercial Power : Alternative power sources, such as generators, may cause interference with Service due to the introduction of noise and power fluctuations. No service credits will be issued by GTC for any service interruptions or degradation directly or indirectly caused by Customers use of non-commercial power sources.

4.3 Router / Modem : The DSL installation fee includes initial setup and pre-configuration of the DSL router / modem. If Customer, Customer's staff, or consultants make any changes to the DSL modem then GTC is not responsible for monitoring the DSL circuit, nor any service outages or problems that may result. GTC does not recommend installation of a Firewall or VPN software in routers that have not been upgraded to handle these features or functions without performance degradation. Customer is responsible for all DSL circuit performance problems that result from installation or VPN software or hardware that are not approved by GTC (See 4.3.1 for a list of approved equipment). A fee of \$125 per hour is charged if GTC must reconfigure the DSL modem, or if modem

is not an approved device (Exhibit A).

4.3.1 Approved CPE Equipment : The following is a list of GTC approved CPE equipment, and their replacement cost(s):

BEC 7402TM (replacement cost - \$89.95)
BEC 7402GTM (replacement cost - \$99.95)
Siemens 4200 (replacement cost - \$69.95)

4.4 CPE Warranties : Any GTC provided CPE equipment will be either a new or fully inspected, tested, or repackaged unit(s). The CPE equipment is provided AS IS WITH NO WARRANTY. We are not the manufacturer of your CPE equipment and we make no warranties regarding the service of your equipment, whether expressed or implied, including any warranties of merchantability, suitability, or fitness for a particular purpose of any type or character. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED.

STATEMENTS REGARDING OR DESCRIPTIONS OF THE SERVICE OR YOUR UNIT, IF ANY, BY GTC, OR OUR EMPLOYEES ARE INFORMATIONAL ONLY AND ARE NOT MADE OR GIVEN AS A WARRANTY OF ANY KIND.

4.5 Wireless Services : Customer may request a wireless DSL modem / router at time of installation at no charge, however Professional Installation will be required in order to setup wireless security. WE DO NOT RECOMMEND USE OF WIRELESS WITHOUT ENCRYPTION SET UP, furthermore if customer opts for no encryption installed GTC will not be held liable in any way for unauthorized use, or malicious activity due to not maintaining proper security measures on Customer's network.

4.6 Modem Upgrades : Should a customer for any reason decide to upgrade a current working modem in good condition to another approved modem (I.e wired to wireless or wireless G to wireless N) a \$50 upgrade fee will be required.

SERVICE RATES & CHARGES

Customer agrees not to use the Service provided by GTC in a manner prohibited by federal or state law. Customer is deemed to accept the Service upon receipt of the modem.

5.1 Credit History : GTC at its sole discretion will verify credit history based on GTC customer payment history to determine Activation Fees and Equipment Fees (collectively known as Installation Charges"), if any. A Bad Credit History with GTC (defined as any balance brought forward from previous month's invoice for past 90 days, or disconnection of any services for non-payment during the last 12 months), or Customers with no credit History with GTC are eligible for Services with the following stipulations :

\$100 Activation Fee due at the time of Application.
\$100 Equipment Fee due at time of Application.

5.2 Initial Payment : Service Activation and Equipment Fees, if any, along with the first month of service is due and payable upon GTC's receipt of the Customer's Application for

Services.

5.3 Period Charges :

5.3.1 The fee for the period is due on or before the first day of the current period of service. If payment is not received by the 10th of the month in which payment for the period is due then the amount due for that month shall be the month-to-month price for the service. GTC reserves the right to suspend service if payment is past due on the 20th of the month. If DSL Service is suspended due to non-payment, the total amount due and a reconnection fee of \$100 must be paid before Service is restored, for Dial-up Customers a reconnection fee of \$10 plus the total amount due must be paid before Service is restored. If a customer elects to disconnect their service after fulfilling their contract term, then thereafter would like to continue their Service a \$21 reconnection fee will apply.

5.3.2 Customer agrees that (a) time is of the essence; (b) in the event of such failure, you shall pay GTC 5 dollars + interest at the rate of one and a half percent (1.5%) per month (of any portion of thereof), or the maximum rate allowable by law, whichever is less, on any amount not paid when due. If we accept late or partial payments or payments marked "Paid in Full" or similar notations, it will not waive any of our rights hereunder nor will it constitute an accord and satisfaction. We may charge you a returned check fee as required by law for any check returned for insufficient funds. Questions about or objections to any charges must be in writing and must be received by GTC for Customer no later than the payment due date or any objection shall be waived.

5.4 Taxes : Any applicable sales, use, excise, public utility or other taxes, fees or charges imposed by GTC as a result of providing the Service to Customer is added to Customer charges when imposed or required by law. If you are exempt from payment on any such taxes, you may provide GTC with an original Tax Exempt Document (you cannot receive credit for any taxes already paid by you).

5.5 Notices : Written notices to Customer shall be considered given on the date deposited in the U.S. Mail addressed to you at your last known address. Written notice to GTC shall be considered given when received at our address of record. Verbal notices shall be considered given on the date reflected on our billing system.

5.6 Method of Payment : Customer authorizes GTC to charge any amounts payable to the Customer in connection with Customer's use of the Service on your GTC Residential or Business Local Service bill (including, but not limited to, as applicable, any termination charges, Installation Charges, and No-Show Charges).

TERM & TERMINATION

Customer agrees to the specified fixed term set forth in the promotional offer, if any, under which Customer purchased the Service.

Customer further agrees if Customer cancels the Service before the end of such term, Customer is subject to early cancellation fees and/or service fees (collectively "Termination charges") associated with the plan. Customer may elect having no specified term, thereafter the term will be noted as month-to-month.

6.1 Cancellation : Customer may cancel this agreement subject to the following conditions:

(a) Cancellation must be in writing either by email webmaster@gtconline.com, faxing it to (912) 523-5329, or by U.S. Mail to P.O. BOX 235, Glenwood, GA 30428, thirty calendar days prior to the date requested for disconnection.

(b) If Customer cancels the order for Service the day before, or the day of installation, the Customer will be responsible to pay for the Installation Charges plus a restocking fee of fifteen percent (15%).

6.2 Early Termination Fee : If a Customer who elected an initial fixed term, terminates the Service prior to the end of the fixed term, or if Customer does not honor any advance notice of the termination requirement, then the Customer will be required to pay GTC an early Termination Fee equal to the remaining payments of the fixed term or \$200, whichever is less.

6.3 Month-to-month : The Customer may terminate Service to which they subscribe on a month-to-month basis at any time by notifying us as per section 6.1a. Customer remains liable for payment of all outstanding charges for Service(s) used and Equipment purchased prior to termination. Monthly plans are not subject to prorated refunds.

6.4 Changes in Service : There is no fee for a Customer to increase their bandwidth to a different rate plan, however the fee for decreasing to a lesser Service is \$100 or the fee in effect at the time the increase is ordered, whichever is lower. Service plan changes will go into effect immediately upon request.

ADDITIONAL SUBSCRIBER RESPONSIBILITIES

7.1 Accurate Information : Customer agrees to (a) provide true, accurate, current, and complete information and (b) maintain and promptly update such information to keep it true, accurate, current and complete. If Customer provides GTC any information that is, or we have reason to believe is untrue, inaccurate, not current, nor complete, GTC may suspend or terminate your access to our Site and refuse any and all current or future use of our Service or any portion thereof.

7.2 Restrictions on Use & Prohibition on Resale : Customer agrees not to use Service(s) provided by GTC to trunk, or facilitate public Internet access ("Hotspots") or any other public use of the Service.

Revised 1.2.09