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**DSL Business Application**

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

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

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_ - \_\_\_\_\_

Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Phone/Fax number to activate DSL: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**Preferences: (subject to availability)**

Login Name: \_\_\_\_\_ Login Password: \_\_\_\_\_  
( 2 - 16 characters ) ( min. 6 chars and/or #s )

Package:	Access speed:	IP Address:	Price:
DSL Copper	up to 0.5 Mbps	1 dynamic	\$40.00/month _____
DSL Nickel	up to 1.0 Mbps	1 dynamic	\$45.00/month _____
DSL Silver	up to 6.0 Mbps	1 dynamic	\$65.00/month _____

**Required Hardware:**

Highspeed DSL modem rental included: Model: \_\_\_\_\_ Serial: \_\_\_\_\_

Phone line filters (one required for every phone/fax on same line): Quantity: \_\_\_\_ @ \$5

**Setup Fee:**

Self install (modem preprogrammed by Apexia): (free) \_\_\_\_ Onsite business install: (\$75) \_\_\_\_  
If paying on a monthly basis first and last months payment required upon sign up.

**Options:**

5MB Webpage storage & 10 email addresses included. Static IP addr (\$15/mth) \_\_\_\_

**Payment:**

Interac/Cash \_\_\_\_ Cheque \_\_\_\_ MC \_\_\_\_ Visa \_\_\_\_ Auto Credit Card \_\_\_\_

**Credit Card:** (required for modem security) Number: \_\_\_\_\_ Expiry: \_\_/\_\_/\_\_

**Term:**

Monthly \_\_\_\_ Quarterly (less 5%) \_\_\_\_ Yearly (less10%) \_\_\_\_

**System Requirements:**

Your computer must have an installed and working 10/100 Mbps network (Ethernet, LAN) card and be running one of the following OS; Windows 98/ME/NT/2000/XP/Vista, Mac OS 8 that have TCP/IP networking capability.

**Upon signing, customer acknowledges to have read, understood and agreed to the Terms and Conditions on the back of this form. Under 18 requires parent/guardian signature.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**How did you hear about us?** I'm a current customer \_\_\_\_ Other Apexia customer \_\_\_\_  
Phone book \_\_\_\_ Internet search \_\_\_\_ Other: \_\_\_\_\_

Revised: Jan. 6, 2006

### Terms and Conditions (DSL services)

- 1) Apexia Voice and Data recommends the use of filters on all phones connected to the same circuit as the DSL service is on. It is also recommended that the security system that may be in place at your premises not use the same circuit as the DSL service.
- 2) If any hardware (high speed modem, firewall, etc.) is purchased by customer the customer retains ownership of the hardware if service is cancelled. If hardware is rented by customer then hardware must be returned to Apexia Voice and Data within 7 days of cancellation of service or a charge of \$400 will be charged to customer's credit card.
- 3) Apexia Voice and Data makes no warranties of any kind, whether expressed or implied, for the service it is providing. Apexia Voice and Data also disclaims any warranty of merchantability or fitness for a particular purpose. Apexia Voice and Data will not be responsible for any damage you suffer. This includes loss of data resulting from delays, nondeliveries, misdeliveries or service interruptions caused by its own negligence or your errors or omissions.
- 4) Apexia Voice and Data may only be used for lawful purposes. Transmission of any material in violation of Provincial or Federal regulation is prohibited. This includes, but is not limited to: copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret. You agree to indemnify and hold harmless Apexia Voice and Data from any claims resulting from your use of the service which damages you or another party.
- 5) Any access to other networks through Apexia Voice and Data must comply with the rules appropriate for that other network.
- 6) Use of any information obtained via the Apexia Voice and Data Internet communications service is at your own risk. Apexia Voice and Data specifically denies any responsibility for the accuracy or quality of information obtained through its services.
- 7) All invoicing is executed electronically. Payment is due upon receipt of invoice. Accounts are in default and subject to a 2.5% per month late payment fee if payment is not received by due date printed on invoice. If your payment is returned to us unpaid you are immediately in default and subject to a returned cheque charge of \$20 from us. Accounts determined to be in default will have their service(s) interrupted. Email which is sent to the customer during this time will be stored and will only be retrievable after customer has paid their account in full. If customer fails to pay their account in full after 90 days their account (including any stored email) will be deleted. Such interruption does not relieve you from the obligation to pay the hourly, monthly, quarterly or annual account charges. Only a written request to terminate your service relieves you of your obligation to pay the monthly, quarterly or annual account charge.
- 8) Service is invoiced in a timeframe consistent with the classification of your account. 30 days written notice is required to cancel service. Apexia Voice and Data reserves the right to change the rates and otherwise modify these Terms and Conditions by notifying you 30 days in advance of the effective date of the change.
- 9) Apexia Voice and Data reserves the right to change a customer's static IP address if a change in network configuration requires that such a change be made in order to continue to provide service to the customer.
- 10) Apexia Voice and Data reserves the right to deny service at any time. No refunds will be issued but remaining credit may be transferred to another Apexia Voice and Data client.
- 11) These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted.
- 12) Emailing or posting unsolicited bulk email or SPAM will result in your account being terminated.
- 13) A request to suspend service from a customer will result in the customer being responsible for paying for equipment rental only. Seven days written notice is required to suspend service.
- 14) Use of Apexia Voice and Data constitutes acceptance of these Terms and Conditions.
- 15) Apexia Voice and Data exercises no control whatsoever over the content of the information passing through it.