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Website: www.apexia.ca
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Extreme Dialup Accelerator Application

Name: _____ Company: _____

Address: _____

City: _____ Province: _____ Postal Code: _____ - _____

Phone: Home _____ - _____ - _____ Business: _____ - _____ - _____

Email address: _____

Package:

- Extreme Dialup accelerator (Apexia clients) \$5.50/m
- Extreme Dialup accelerator (non-Apexia clients) \$6.50/m

Notes:

Instructions on downloading required software will be sent to the email address listed above. First and last months payment required upon sign up. Non-Apexia clients must pay via pre-authorized payment from credit card or chequing account.

Payment:

Interac/Cash Cheque MC Visa Auto Credit Card DEFT

Credit Card:

Cardholder Name: _____

Number: _____ Expiry: __/__/__

Term:

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

Operating System:

Win 98/ME Win 2000 Win XP

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) If the credit card information is completed on the Extreme Dialup Accelerator application the customer agrees to allow Apexia Voice and Data to automatically charge this credit card every month, quarter, or year as chosen by the customer under the "term" heading on the application form.
- 2) Apexia Voice and Data exercises no control whatsoever over the content of the information passing through it.
- 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.