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Website: www.apexia.ca
Email: info@apexia.ca

North American Dialup Internet Access Application

Name: _____ Company: _____

Address: _____

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

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

Preferences: (subject to availability)

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

Package:

North American 250 hrs/month \$15.00/month ___

Options:

Extreme Dialup accelerator -increase speeds up to 6 times! (\$5.50/mth) ___
Apexia email address (\$5/mth) ___ Email notification sent to pager or cell phone (\$5/mth) ___

Notes:

Monthly payment option is subject to a one time \$10.00 setup fee with first and last months payment required upon sign up. No setup fee charged if paying quarterly or yearly.

Payment:

Initial:
Interac/Cash ___ Cheque ___ MasterCard ___ Visa ___
Future:
Auto payment from bank account or credit card (FREE) ___ or Mailed invoices (\$2/invoice) ___

Term:

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

Operating System:

Win 98/ME ___ Win 2000/XP ___ Win Vista ___ Other _____

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: Apr. 13, 2006

Terms and Conditions (NA Dialup service)

1) The North American dialup service allows you, the customer, to access the Internet from over 12 000 dialup numbers. The majority of these numbers reside across Canada and the United States, with some even in parts of Europe and Asia. The customer is allowed to use any of the dialup numbers listed at www.apexia.ca/accessnumbers at any time from any location. Such a list shall be subject to change at Apexia Voice and Data's discretion. Apexia Voice and Data does not guarantee access or continued access at any specific dial-up location. Please make sure the number you use is a local call in your particular area. Apexia Voice and Data is not responsible for any long distance charges or other toll charges that may apply to any of the dialup access numbers.

2) A customer's access is limited to 250 hours in any calendar month. Apexia Voice and Data will apply a Network Management System to limit a Subscriber's access to use of such amount. The Network Management System is designed to manage and eliminate (i) multiple simultaneous logins, (ii) customers who log in to the network for excessive time intervals, (iii) customers who log on to the network through multiple POPs or from multiple locations in the same day; and (iv) customers who engage in SPAM. Customer will not be charged overage.

3) Apexia Voice and Data exercises no control whatsoever over the content of the information passing through it.

4) 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.

5) 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.

6) Any access to other networks through Apexia Voice and Data must comply with the rules appropriate for that other network.

7) 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.

8) 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 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.

9) 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.

10) Unused connection time may not be transferred or credited to any other month.

11) Apexia Voice and Data reserves the right to disconnect sessions after a predefined period of inactivity and to restrict the length of sessions if required. The account holder agrees not to use Internet applications for the purpose of simulating network activity to avoid inactivity disconnection.

12) 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.

13) 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.

14) Emailing or posting unsolicited bulk email or SPAM will result in your account being terminated.

15) Use of Apexia Voice and Data constitutes acceptance of these Terms and Conditions.