



Starfish Internet Services - DSL Sign Up Form

Revised: 1/14/10

Please fax to **252-240-1875** or copy this form and mail to:
1509 Bridges St., Morehead City, NC 28557

Thank you for your interest in our service. Please type or print all information and be sure you are clear about your password (e.g., O vs. 0, 1 vs. l, 2 vs. Z, etc.). If you have any additional questions or comments, please let us know.

Name: _____ **DSL Telephone:** _____

Address: _____ **Contact Telephone:** _____

City: _____ **State: NC Zip Code:** _____

SS #: _____ **Drivers License #:** _____

Requested Email Address: _____@starfishnet.com
Must be between 4 to 11 characters, with no punctuation symbols.

Requested Password: _____
Must be between 4 to 11 characters, with no punctuation symbols.

Residential Plans*

<input type="checkbox"/> Standard Personal 512kbps \$39.95 per month	<input type="checkbox"/> Power Plan \$70.00 per month 3.0mbps / 512kbps (Select areas only)	Modem Options <input type="checkbox"/> Modem Shipping (\$10.00) <input type="checkbox"/> Modem Purchase [†] <input type="checkbox"/> Customer supplied modem
<input type="checkbox"/> Advanced Personal 1.5mbps \$49.95 per month		

Business Plans*

<input type="checkbox"/> Business Class 512kbps \$49.95 per month	<input type="checkbox"/> Business Power Plan 3.0mbps \$90.00 Per Month	<input type="checkbox"/> Domain Name Hosting _____
<input type="checkbox"/> Advanced Business Class 1.5mbps / 384kbps \$60.00 per month	<input type="checkbox"/> Business Professional 5.0mbps / 640kbps \$129.95 Per Month	<input type="checkbox"/> Existing Domain <input type="checkbox"/> New Domain

All Business Class DSL plans include free domain name hosting for a single domain.*

* Setup, modem deposit, and first month subscription fees required before service activation. You must meet certain minimum system requirements to use DSL. † Modem purchase price varies by brand. North Carolina sales tax is required on all modem purchases.

Payment Options

I wish to make payments by: DISCOVER MASTERCARD VISA CHECK OR CASH (Enclosed)

Credit Card Number _____ - _____ - _____ - _____ Expiration Date _____ - _____

Draft my card automatically each month. Do not automatically draft my card.

I understand that if I will be using a credit card, charges for subsequent months will be billed to my credit card each month for the service. I authorize this automatic billing by Starfish Internet. Billing cycle follows the day of sign-up in the calendar month, each month's fees being payable in advance, with the service fee for each month included. I have read the Terms and Agreements accompanying this document and agree to abide by them.

Signature: _____ **Date:** _____ / _____ / _____

By signing this, I acknowledge that I have read and agree to all conditions contained within this document.

Contact Information

Telephone Number: 252-278-0080
Email: support@starfishnet.com

Office Use Only

Date: _____ Initials: _____
 Existing Customer

**Starfish Internet Services
Terms and Agreements**

Effective Date: January 1, 2010

1. You (the customer) understand these Terms and Conditions and agree to abide by them. You further agree to pay for these services according to the billing policies currently in effect which are subject to change from time to time.
2. Starfish Internet, known as "The Company", make no warranties of any kind, whether expressed or implied, including any implied warranty of merchantability or fitness of these services or other services offered for any particular purpose. The Company takes no responsibility for any damages suffered by you including, but not limited to: loss of data from delays, missed deliveries, or service interruptions, even if caused by negligence of The Company or your own errors.
3. You agree to use your account with The Company in a way that conforms to all applicable local and federal laws and regulations. Transmission of any material in violation of any U.S. or state regulation is prohibited. This includes, but is not limited to: copyrighted material without expressed written permission from the copyright owner, threatening, obscene, or offensive material or remarks, or material protected by trade secret or any other law.
4. At its discretion, The Company may revoke your account at any time with or without cause. Unused credit or payments will not be refunded.
5. You may cancel your service at any time with written notice. Your service will then be terminated on the last day of your current pay period in which you cancelled. You will be responsible for any charges until termination including but not limited to early termination fees and equipment leasing or purchasing fees.
6. You are recommended to select a password that differs from passwords you have with other companies. Employees of The Company will be able to see your password in plaintext for the purposes of helping you with any account issues you may encounter.
7. The Company is under no obligation to provide reimbursement of products or services and offers no warranties or refunds on any products or services offered except at our own discretion.
8. Use of any information obtained through these services is at your own risk. The Company specifically denies any responsibility for the accuracy or quality of any information obtained through the use of our services.
9. If you connect to other organizations or networks using our facilities, you are subject to their respective permissions and usage policies.
10. You agree to notify us in writing of any changes in your account information, such as your name, address, or telephone number.
11. Web and email space limitations are subject to change without notice. Any free registration offers for domains are limited to one year during which time, The Company will retain and possess ownership and control of the domains registered.
12. Accounts are for the use of the subscriber only. Sharing your account with anyone, including your family or friends, is not allowed. You agree to maintain your password as private and confidential and will not disclose or share it with anyone.
13. This document and the Terms and Agreements associated with it are subject to change without notice. A copy of the current Terms and Agreements may be found at the following URL: <http://www.at-communications.com/applications>. Continuing to use your account after new policies have gone into effect will constitute your agreement to abide by said policies. Please check the web site on a regular basis for possible changes to our Terms and Agreements.
14. These Terms and Agreements supersede all prior contracts and constitute the complete agreement for this service.
15. By subscribing to services of The Company, you agree that: i) if you use a credit card, charges for subsequent months shall be billed to that credit card for basic service and any additional usages; ii) you authorize such automatic billing; iii) you understand that the billing cycle follows the day of sign-up in the calendar month, each month's fee being payable in advance, with basic service fees and any additional usage charges for each month included in the billing; iv) you may cancel your account effective at the end of the then current billing cycle; v) the use of any modem or other equipment supplied by The Company that is not purchased by the customer is included in your basic services agreement and all such devices or equipment of The Company must be returned in good working condition upon termination of services for any reason and failure to return the equipment may result in charges equal to the cost of repair or replacement of the devices and such charges may be charged to the credit card on file.
16. Some content on the Internet or through other available networks may be intended for adult audiences, and regardless of protective services offered by The Company or third parties, we do not guarantee that any content will be blocked.
17. You agree that The Company shall have no liability for long distance phone charges made by you or anyone else and that you will make every effort to make sure that the people using the service are dialing local telephone numbers. You also agree to communicate with your local telephone company to ensure the locality of telephone numbers provided to you.
18. You understand that all available communications are not secure, and may be subject to interception or loss. You understand that the use of your account, and any data or information accessed using that account, will be at your own risk. You understand that in any event the cumulative liability of The Company for any and all claims relating to the services provided by The Company, in contract, tort, or otherwise, shall not exceed the total amount of the basic service fees paid to The Company within the prior year. You agree that The Company shall have no liability for the services, data or information made available to you, including any liability for any consequential, indirect, special or incidental damages. You understand that violation of certain generally accepted guidelines on Internet usage, such as restrictions on mass advertising, or posting to inappropriate newsgroups, may cause severe operating difficulties, and may lead to termination of your account.
19. If your payment is not received when due, your account may be terminated, suspended, or cancelled. Termination, suspension, or cancellation of your account will not remove your obligation to pay all charges incurred up to the date of termination, closure, cancellation or suspension of your account including but not limited to equipment leasing fees, equipment purchasing fees, and early termination fees.
20. All accounts past due 60 days or more will be assessed a \$25.00 late fee.
21. You understand and agree to a one month minimum service agreement regardless of whether you physically connect any equipment if the order is processed. We will pass any service establishment charges to you if you do not fulfill the one month minimum service agreement.
22. Some customers may hear static on the line when using DSL. The customer is responsible for purchasing DSL filters to prevent such noise if it is encountered. Noise on the line is not an acceptable cancellation reason and will not exclude any customer from the mandatory minimum service agreement.
23. You shall not assign any right, obligation, or liability arising hereunder without prior written consent from The Company. Any such assignment or attempted assignment shall be null and void.
24. This Agreement shall be interpreted in its entirety in accordance with the laws of the State of North Carolina.