

Business and Residential Services Application

CUSTOMER INFORMATION (Where the service is located)	BILLING INFORMATION
NAME: _____	NAME: _____
ADDRESS: _____	ADDRESS: (as it appears on your credit card)
CITY: _____ STATE: _____ ZIP: _____	CITY: _____ STATE: _____ ZIP: _____
SOCIAL SECURITY #: _____	CONTACT PHONE #:
FEDERAL ID # (business only): _____	ESTIMATED MONTHLY USAGE:
OWNER/PRESIDENT NAME: _____	

CREDIT REFERENCES (FOR BUSINESS CUSTOMERS ONLY)		
TRADE REF: _____	CONTACT: _____	PHONE: _____
TRADE REF: _____	CONTACT: _____	PHONE: _____

CREDIT CARD INFORMATION (optional) – Please charge this credit card for my monthly charges – an itemized call detail report will still be sent	
CREDIT CARD: ? MASTERCARD ? VISA ? AMERICAN EXPRESS ? DISCOVER	SIGNATURE: _____
CARD NUMBER: _____	EXPIRATION DATE: _____ TODAY'S DATE: _____

SERVICE SPECIFICATIONS ? RESIDENTIAL ACCOUNT ? BUSINESS ACCOUNT
800# - RING TO NUMBER FOR 800#: Provided by Leapfrog Internet

<p>AUTHORIZATION FOR CREDIT CHECK – TERMS & CONDITIONS (SEE NEXT PAGE FOR ADDITIONAL TERMS AND CONDITIONS) VIEW FULL TERMS & CONDITIONS AT HTTP:WWW.POWERNETGLOBAL.COM/CORPORATESITE/SERVAGREE.PHP</p> <ul style="list-style-type: none"> THIS ORDER IS SUBJECT TO CREDIT APPROVAL. THERE MAY BE A MONTHLY FEE FOR 800# SERVICE. TERMS AND CONDITIONS ARE SUBJECT TO STATE AND FEDERAL LAW. INTRASTATE RATES VARY BY STATE. CUSTOMER HEREBY AGREES TO ACCEPT FINANCIAL RESPONSIBILITY FOR ALL CHARGES ARISING FROM THE USE OF SERVICES ABOVE. IT IS MY RESPONSIBILITY TO NOTIFY POWERNET GLOBAL COMMUNICATIONS OF ANY LOST OR STOLEN CREDIT CARDS. THE TERMS AND CONDITIONS OF SERVICE ARE AS STATED IN THIS BUSINESS/RESIDENTIAL SERVICES APPLICATION AND IN APPLICABLE TARIFFS. CUSTOMER UNDERSTANDS THAT ALL BALANCES ARE DUE UPON RECEIPT PAYABLE DIRECTLY TO PNG TELECOMMUNICATIONS, AND THAT ALL BALANCES OUTSTANDING AFTER 30 DAYS ARE SUBJECT TO A LATE CHARGE OF 1.5% PER MONTH. <p>LETTER OF AGENCY</p> <ul style="list-style-type: none"> I AUTHORIZE POWERNET GLOBAL COMMUNICATIONS (PNG) TO BE MY PRESUBSCRIBED CARRIER FOR THE SERVICES AND TELEPHONE NUMBERS(S) DESIGNATED ABOVE, AND NO OTHERS. I UNDERSTAND THAT BY SIGNING THIS FORM, PNG WILL BECOME MY PRESUBSCRIBED CARRIER FOR EACH SERVICE SO AUTHORIZED. I FURTHER UNDERSTAND THAT I CAN ONLY HAVE ONE PRIMARY CARRIER FOR EACH SERVICE PER TELEPHONE NUMBER AND THAT I MAY INCUR A CHARGE FOR THIS CHANGE IN PRESUBSCRIBED CARRIER. I REPRESENT THAT I AM AUTHORIZED TO DESIGNATE THE PRESUBSCRIBED CARRIER FOR THE NUMBERS LISTED ABOVE, AND I AUTHORIZE PNG TO ACT AS MY AGENT IN SUBMITTING THIS AUTHORIZATION DESIGNATING PNG AS MY PRESUBSCRIBED CARRIER FOR EACH SERVICE ABOVE. <p>BY SIGNING YOUR NAME, YOU ARE STATING THAT ALL PRECEDING INFORMATION IS CORRECT AND THAT YOU FULLY AGREE TO THE TERMS & CONDITIONS.</p> <p>SIGNATURE: _____ PRINTED NAME: _____ DATE: _____</p> <p>THIRD PARTY VERIFICATION #: _____</p>
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RATE CODES (AGENT USE ONLY): 800#: __e79ut__ ID: ANC____ PHONE: __7209626130__ FAX: __7209626131__
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OTHER TERMS AND CONDITIONS

1. CUSTOMER hereby orders and PowerNet Global Communications ("PNG") agrees to provide communications services ("Services") pursuant to this Residential/Business Agreement ("Agreement"). The rates, terms and conditions set forth on both sides of this form shall be deemed to constitute this Agreement along with the provisions of any Applicable Tariffs. The provisions of any Applicable Tariffs are incorporated herein by this reference. Service will be provided in accordance with the rates, terms and conditions described in this Agreement and the rates terms and conditions in Applicable Tariffs pertaining to the Services provided under this Agreement. Applicable Tariffs are the PNG tariffs filed with the utilities regulatory commission or board of Customer's state.

2. The term of this Agreement is as specified or is one month if no term is specified.

3. In the event of any inconsistency between the terms of any Applicable Tariff and this Agreement, the terms of the Tariff shall prevail. PNG shall use its best efforts to maintain all Applicable Tariffs consistent with the terms of this Agreement.

4. EXCEPT FOR ANY WARRANTIES EXPRESSLY MADE IN THIS AGREEMENT OR THE APPLICABLE TARIFFS, PNG EXCLUDES ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PNG'S LIABILITY TO CUSTOMER IS SUBJECT TO THE LIMITATIONS STATED IN THIS AGREEMENT AND APPLICABLE TARIFFS. The liability of PNG Telecommunications for damages arising out of the furnishing of its services including, but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, representations by the company or failure to furnish service whether caused by acts or omissions of the company or any third party shall be limited to the prorated charge for services for the applicable period. PNG Telecommunications will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages.

5. This Agreement (whether in contract, indemnity, warranty, strict liability, tort or otherwise, except choice of law) shall be governed by the State of Ohio and applicable federal statutes or, as relevant to discontinuance of service only, the law of CUSTOMER's state.

6. The Customer is required to pay all charges for service in accordance with the Company's billing and collection practices. The Customer will be held responsible for all charges for telephone service rendered in connection with local or toll messages place from his or her station(s) and in

connection with toll messages received at his or her station on which the charges have been reversed with the consent of the person called. The billing period shall be one month. CUSTOMER must remit payment for all billed charges by the due date shown on the bill. PNG may apply a one-time late payment charge of 1.5% of any unpaid amount.

7. In the event that CUSTOMER fails to pay all billed charges by the due date shown on any bill, PNG may discontinue provision of the Services to CUSTOMER after appropriate notice as required by the law of the CUSTOMER's state. CUSTOMER shall remain liable for payment of all charges incurred for the use of the Services.

8. PNG may assess a Returned Check Fee as allowed by the law of CUSTOMER's state for any dishonored check presented to PNG by CUSTOMER as payment for the Services.

9. PNG may refuse to provide the Services to any CUSTOMER who fails to establish acceptable credit. PNG, from time to time, may request that CUSTOMER re-establish credit or provide additional security as a condition of continued service. Failure of CUSTOMER to provide such additional security shall be deemed a breach of this agreement and cause for termination of this agreement and of CUSTOMER'S service.

10. THIS AGREEMENT AND THE APPLICABLE TARIFFS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SERVICES TO BE PROVIDED HEREUNDER. THIS AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS, STATEMENTS, OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, CONCERNING SUCH SERVICES OR THE RIGHTS AND OBLIGATIONS RELATING THERETO. No change, modification or waiver of any of the terms of this Agreement, except for revisions to the Applicable Tariffs shall be binding unless reduced to writing and signed by authorized representatives of both parties hereto.

11. CUSTOMER represents and warrants that the person executing this Agreement on CUSTOMER's behalf is fully authorized to do so.

12. CUSTOMER'S obligation to pay all charges incurred under this Agreement shall survive termination. CUSTOMER shall notify PNG of any sale, merger or other transaction in which control of CUSTOMER or substantially all of CUSTOMER'S assets is transferred to another person or entity. This Agreement shall be binding on CUSTOMER'S successors and assigns.

Revised 8/10/02