

CUSTOMER INFORMATION (WHERE THE SERVICE IS LOCATED)

NAME: ADDRESS: CITY: STATE: ZIP: SOCIAL SECURITY #: D&B # (BUSINESS ACCOUNTS ONLY) OWNER/PRESIDENT NAME:

BILLING INFORMATION (MUST BE COMPLETED)

EEMAIL ADDRESS: EBILL PASSWORD: (10 CHARACTERS MAX) CONTACT NAME: CONTACT ADDRESS: CITY: STATE: ZIP: CONTACT PHONE #: ESTIMATED USAGE:

CREDIT REFERENCES (FOR BUSINESS CUSTOMERS ONLY - YOU MAY INCLUDE THE COVER SHEET FROM YOUR MOST RECENT LONG DISTANCE BILL INSTEAD)

TRADE REF: CONTACT: PHONE: TRADE REF: CONTACT: PHONE:

CREDIT CARD PAYMENT (OPTIONAL) PLEASE CHARGE THIS CREDIT CARD FOR MY MONTHLY CHARGES - AN ITEMIZED CALL DETAIL REPORT WILL STILL BE SENT

CREDIT CARD: MC VISA AMEX DISCOVER NAME ON CARD: SIGNATURE: CARD NUMBER: EXPIRATION DATE: TODAY'S DATE:

SERVICES DESIRED (CHECK ALL THAT APPLY) BUSINESS ACCOUNT RESIDENTIAL ACCOUNT

- POWERONE (1+) LONG DISTANCE ACCOUNT CODES? VERIFIED? INTRALATA TOLL SERVICES THIS CHANGE APPLIES TO LOCAL IN-STATE TOLL-CALL CHARGES ONLY, NOT LOCAL SERVICE - CUSTOMER INITIALS POWERNET MOBILE WIRELESS PHONE SERVICE - PLEASE FILL OUT A POWERNET MOBILE ORDER FORM POWERCONNECT HIGH SPEED INTERNET POWERCONNECT INTERNET LOCAL ACCESS # OPERATING SYSTEM: WIN 95/98/ME WIN XP WIN 2000 WIN NT MACINTOSH - MAC OS VERSION USERNAME DESIRED: (20 CHARACTER MAXIMUM) 2ND CHOICE (IF 1ST CHOICE IS UNAVAILABLE): PASSWORD DESIRED: (6 - 8 ALPHANUMERIC CHARACTERS) USECURE INTERNET SECURITY SUITE (INCLUDES ANTIVIRUS PROTECTION, CONTENT & SPAM FILTERING, FIREWALL, & COMPLETE REPORTING SYSTEM) LOCAL SERVICE PACKAGES - PLEASE FILL OUT A LOCAL SERVICE PACKAGES ORDER FORM 800# EXISTING 800# NEW 800# EXISTING 800# CARRIER: EXISTING 800#: RING TO NUMBER FOR 800#: NOTE: EXISTING 800# WILL REQUIRE A SEPARATE RESP ORG FORM CALLING CARDS # OF CARDS REQUESTED PIN # PIN # PIN # POWERDIAL (1-888-30-30-730 - ACCESS TO LOWER RATES) PHONE NUMBER: PHONE NUMBER: POWERCONFERENCE - PLEASE FILL OUT POWERCONFERENCE MODERATOR SHEET

MAIN BILLING TELEPHONE NUMBER: PLEASE LIST ADDITIONAL NUMBERS ON THE ADDITIONAL LINE APPLICATION

ADDITIONAL TELEPHONE NUMBERS: CENTREX? Y N

AUTHORIZATION FOR CREDIT CHECK - TERMS & CONDITIONS (SEE REVERSE FOR ADDITIONAL TERMS & CONDITIONS)

VIEW FULL TERMS & CONDITIONS AT HTTP://ECARE.PNGCOM.COM/SITE/SERVAGREE.PHP

- THIS ORDER IS SUBJECT TO CREDIT APPROVAL. THERE WILL BE A MONTHLY FEE FOR 800# SERVICE. TERMS AND CONDITIONS ARE SUBJECT TO STATE AND FEDERAL LAWS. 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 CALLING CARDS.

LETTER OF AGENCY

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.

YOU MAY CONFIRM THAT YOUR SERVICES HAVE BEEN CHANGED TO PNG BY CALLING 1-800-860-9495.

BY SIGNING YOUR NAME, YOU ARE STATING THAT ALL PRECEDING INFORMATION IS CORRECT AND THAT YOU FULLY AGREE TO THE TERMS & CONDITIONS.

SIGNATURE: PRINTED NAME: DATE:

THIRD PARTY VERIFICATION #:

RATE CODES: 1+LD 800# CALLING CARDS PC PD MRC

AGENCY CODE AGENT ID PHONE FAX

POWERNET GLOBAL COMMUNICATIONS  
RESIDENTIAL/BUSINESS SERVICE AGREEMENT  
TERMS AND CONDITIONS

1. CUSTOMER hereby orders and PowerNet Global Communications (“PNG”) agrees to provide communications services (“Services”) pursuant to this Residential/Business Service Agreement (“Agreement”). The rates, terms and conditions set forth herein 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.
2. Definitions. “CALIFORNIA CUSTOMER” means any individual or small business located in California which purchases or subscribes to any product or service provided or billed by PNG. A small business is a business that subscribes to not more than twenty (20) telephone access lines or not more than one (1) T-1 line.
3. CALIFORNIA CUSTOMERS ONLY. Applicable Tariffs are the PNG tariffs filed with the California Public Utilities Commission, located at [www.pngcom.com](http://www.pngcom.com), and include the Competitive Local Carrier Services of PNG Telecommunications, Inc. and California Intrastate, Interexchange Telephone Services Offered for Resale by PNG Telecommunications, Inc.
4. The term of this Agreement is as specified or is one month if no term is specified.
5. 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. All domestic rates and charges are subject to change upon thirty (30) days written notice to CUSTOMER.
6. 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 for damages arising out of the furnishing of its Services including, but not limited to, mistakes, omissions, interruptions, delays, errors, other defects, representations by PNG, or failure to furnish Service whether caused by acts or omissions of PNG or any third party shall be limited to the prorated charge for Services for the applicable period. PNG will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages.
7. 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.
8. CALIFORNIA CUSTOMERS ONLY. Paragraph 7 above does not apply to CALIFORNIA CUSTOMERS.
9. CALIFORNIA CUSTOMERS ONLY. CALIFORNIA CUSTOMERS may terminate the Agreement within thirty (30) days of Service initiation without early termination liability. CALIFORNIA CUSTOMER shall pay for installation charges, charges for use and normal recurring charges applicable to the Service incurred before canceling.
10. CUSTOMER is required to pay all charges for Service in accordance with the PNG’s billing and collection practices. CUSTOMER will be held responsible for all charges for the Service including all charges incurred through the use of pass codes assigned to CUSTOMER’S account. CUSTOMER is solely responsible for the security of all pass codes assigned to CUSTOMER’S account. The billing period shall be one month. CUSTOMER must remit payment for all billed charges by the due date shown on the bill. Restrictive endorsements or statements on checks accepted by PNG will not be binding upon PNG. If CUSTOMER fails to remit payment of all undisputed amounts by the due date, PNG may apply a late payment charge of one and one-half percent (1.5%) per month or the maximum fee allowed by law to any outstanding unpaid balance.
11. PNG may make billing adjustments for Services for one hundred and eighty (180) days after the date of the invoice for Services provided by PNG or for the greater of one hundred and eighty (180) days or any period allowed by law, government rule or regulation, or contract.
12. CALIFORNIA CUSTOMER ONLY. PNG may make billing adjustments for ninety (90) days after the date of the invoice for intrastate Services provided by PNG.
13. 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 seven (7) business days written notice to CUSTOMER. CUSTOMER shall remain liable for payment of all charges incurred for the use of the Services.
14. 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.
15. 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.

16. 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.
17. CUSTOMER represents and warrants that the person executing this Agreement on CUSTOMER's behalf is fully authorized to do so.
18. 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.
19. PNG assumes no responsibility to monitor the content of messages transmitted through CUSTOMER's use of the Service. CUSTOMER agrees to defend and indemnify PNG against all claims, suits, damages, liabilities and losses resulting from CUSTOMER's use of the Service.