

CUSTOMER INFORMATION (WHERE THE SERVICE IS LOCATED)

NAME: ADDRESS: CITY: STATE: ZIP: SOCIAL SECURITY # FEDERAL ID # DUNS# OWNER/PRESIDENT NAME:

BILLING INFORMATION (MUST BE COMPLETED)

E-MAIL ADDRESS: E-BILL PASSWORD: CONTACT NAME: CONTACT ADDRESS: CITY: STATE: ZIP: CONTACT PHONE #

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? POWER 3000 LONG DISTANCE INTRALATA TOLL SERVICES 800# EXISTING 800# NEW 800# EXISTING 800# CARRIER: RING TO NUMBER FOR 800#: NOTE: EXISTING 800# WILL REQUIRE A SEPARATE RESP ORG FORM POWERCONNECT INTERNET ACCESS (UNLIMITED DIAL-UP ACCESS) LOCAL ACCESS # OPERATING SYSTEM: WINDOWS 95/98/ME WINDOWS 2000 WINDOWS NT MACINTOSH - MAC OS VERSION USERNAME DESIRED: PASSWORD DESIRED: CALLING CARDS # OF CARDS REQUESTED PIN # POWERDIAL (1-888-30-30-730 - ACCESS TO LOWER RATES) 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:

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

VIEW FULL TERMS & CONDITIONS AT HTTP://WWW.PNGTELECOM.COM/SERVAGREE.HTML

- 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 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. 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.

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 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 (FOR AGENT USE ONLY) 1+LD 800# CALLING CARDS PC MRC CENTREX? Y N

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 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. CUSTOMER is required to pay all charges for service in accordance with the Company'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. 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.
13. 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.