

Brainwave Computer Services

Standard Personal Internet Access Features:

- Local Access Numbers (Kent & Sussex County Delaware; Local to Salisbury & Easton, MD; and North Eastern Shore of Virginia)
- 56k (v.90) "Unlimited Use"* PPP Dialup Access
- 6:1 User to Modem Ratio = NO BUSY SIGNALS!
- POP3 Email Account (user@bwave.com), plus optional webmail addresses (Up to 7)
- FREE Email Virus Protection & Spam Filtering
- FREE Internet Software and FREE Setup & Software Installation (in-house)

Recommended System Requirements:

- 28.8k/33.6k/56k (V34 or V90 Compatible) (56K Recommended)
- Windows 95/98/ME/NT/2000/XP or Macintosh System 7.5+
- 32mb RAM, 100mb Free Disk Space
- High Color (16bit) 800x600 SVGA Display

Contact Information:

First: M.I.: Last:

Address:

City: State: Zip: -

Home Phone: () Work Phone: ()

Account Information:

User Name: Password:
(3-12 letters/numbers only) (5-10 letters/numbers only)

1 Month – \$14.95 3 Months - \$39.95 6 Months \$79.95 1 Year - \$119.95
(\$13.32 per month) (\$13.32 per month) (\$9.99 per month)

Cash Check VISA MasterCard Discover

Cardholder: Bank:

Card #: Expires:

The Issuer of the card identified on this item is authorized to pay the amount shown as Total upon proper presentation. I promise to pay such Total (together with any other charges due thereon) subject to and in accordance with the agreement governing the use of such card.

Total: Signature:

For Store Use Only Date: _____
 Server: _____ Database: _____ QB: _____



Terms of Service

IMPORTANT - READ CAREFULLY: This is a legal agreement between you (either an individual or entity) and Brainwave Computer Services for Internet Access Service. Your signature and/or use of our service constitutes acceptance of this agreement and you agree to be bound by its terms. You may cancel your subscription within 30 days for a full refund.

Limitations on Service - You may not use this account for any commercial benefit. You may not use your account on more than one modem/connection at a time. Your account may not be used by more than one person at a time. Your account may only be used by yourself and members of your immediate household. There is "no limit" on hours used; however, you may not use this account as a "full-time connection". You may be disconnected after 25 minutes of inactivity. You may not use any automatic method to avoid inactivity disconnect. You agree to keep the connection active only when you are actually "using" it. You agree to maintain your password as private and confidential information. You agree to use your account in a way that conforms to all applicable laws and regulations. You agree not to make any attempt to gain unauthorized access to any other systems or networks. You understand that information available through your account may not be accurate. You understand that material available through your account may be intended for an adult audience. You understand sexually explicit material may be available. You agree never to expose minors to adult materials. You agree not to hold Brainwave Computer Services liable for any content available on interconnected networks. You understand that internetworking communications are not secure, and may be subject to interception or loss. You understand use of your account is at your own risk. You agree not to harass users, either via email, via any "chat" sessions, or by any other means. You may not consume excessive system resources, such as disk space, RAM, processor time or bandwidth. You may not run any automatic programs or "robots" (aka "bots"). You may not Flood (aka spam) Usenet or send unsolicited bulk email, or perpetuate "chain letters" or "get rich quick schemes". You may not use the system to distribute and/or store illegal copies of commercial software. You may not impersonate any other user, or hide your true identity from others.

Transfer/Rental - You may not rent, lease or sell access time, nor are your rights transferable under this agreement.

Termination - Without prejudice to any other rights, Brainwave Computer Services may terminate this agreement at any time if you fail to comply with its terms and conditions. Our entire liability and your exclusive remedy shall be refund of prorated subscription fee.

Jurisdiction - This contract is governed by the laws of the State of Maryland.

Availability of Service - Brainwave Computer Services makes no warranty as to availability of service. Brainwave Computer Services will make its best attempt at keeping the network active at all times; however many events are beyond our control, including equipment and network failure. If you receive excessive busy signals or ring-throughs (over 5 connect attempts), please contact us with the exact time and duration of unavailability, so that we can limit future inconveniences. You may request a credit for any day that you were unable to connect within 5 connection attempts.

NO OTHER WARRANTIES - TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BRAINWAVE COMPUTER SERVICES AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM JURISDICTION TO JURISDICTION. **NO LIABILITY FOR CONSEQUENTIAL DAMAGES** - TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BRAINWAVE COMPUTER SERVICES OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATIONS, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE(S), EVEN IF BRAINWAVE COMPUTER SERVICES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

PROMISE TO PAY - By signing below and/or using our services, you agree to pay for all merchandise and/or services, including all applicable finance, late charges, and collection/attorney fees. All payments are to be made in advance of service rendered. **FINANCE CHARGE** - Any balance past due is subject to a FINANCE CHARGE at a periodic rate of 1.65% per month (ANNUAL PERCENTAGE RATE: 19.8%) and a LATE FEE of \$2.00. **RETURN CHECK CHARGE** - There is a returned check fee of \$25.00 (or the maximum allowed by law) for any check that is returned to us unpaid.

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I agree to and accept these terms of service:

Signature: **Date:**