



High Speed Internet Access Terms and Conditions

SERVICE DESCRIPTION

Darien Internet Services (DIS) now offers HIGH SPEED INTERNET ACCESS. This digital service offering is sometimes referred to as an "always on" connection. This means that you no longer need a dial-up connection to surf the Internet. HIGH SPEED INTERNET through-put speeds are not guaranteed. However, downstream (download) speeds may reach 3 mbps and upstream speed may reach 384 kbps. The actual speed utilized by individual customers can and will vary. Factors such as cable loop length, facility conditions, personal computer processing power, and telephone high frequency spectrum interference may influence the speed achieved by individual users. In any case, subscribers to HIGH SPEED INTERNET should notice a substantial increase in download speed from the 56 kbps dial-up modems currently in use.

HIGH SPEED INTERNET ACCESS connections are as secure as our analog modem-based dial-up connections. However, due to the "always connected" nature and high bandwidth utilization, HIGH SPEED INTERNET connections are more attractive to hackers. For this reason we strongly recommend that our HIGH SPEED INTERNET customers install a commercially available firewall (and anti-virus) product. For additional information about firewalls visit the following: <http://www.firewallguide.com> or <http://www.zonealarm.com>.

In addition to the high speed Internet connection, the HIGH SPEED INTERNET customers will receive a dial-up account, e-mail, 24/7 technical support and personal web space.

SERVICE AVAILABILITY

Initially, the HIGH SPEED INTERNET ACCESS offered by DIS will not be available in all areas served by The Darien Telephone Co., Inc. Please contact our business office (437-4111) or e-mail us (sales@darientel.net) to find out if HIGH SPEED INTERNET is available in your area.

RATES

HIGH SPEED INTERNET ACCESS monthly charges are based on maximum speeds and predicted bandwidth utilization.

INSTALLATION AND ACTIVATION

HIGH SPEED INTERNET ACCESS installation includes all materials required to properly install the HIGH SPEED INTERNET service. These materials may or may not include splitters, filters, and network interface devices necessary for proper installation of the HIGH SPEED INTERNET ACCESS SERVICE. (This does not include internal house wiring or additional outlets.) Installation fees will not be adjusted based upon the use or lack of use of the aforementioned materials.)

There is a one time Activation Fee of \$95.00.

*(The activation fee will be waived with a one year service commitment. However, in the event the service is terminated prior to the completion of the one year commitment, the activation fee will be billed to the customer in full.)

Relocating the HIGH SPEED INTERNET service is considered a new installation, and all installation charges will be applicable.

CUSTOMER PREMISE EQUIPMENT (CPE)

HIGH SPEED INTERNET ACCESS service will require a modem for Residential and Business single PC users and a router for Business multiple PC Users. To address compatibility issues, this equipment will be provided, configured, and installed by Darien Internet Services technicians. Sales Tax is not included in the CPE pricing.

Customers will be responsible for the installation of the NIC Card or USB Port located in their personal computer(s). A \$25 service charge will be applicable, if the NIC Card or USB Port is not installed prior to DIS arrival for installation of the HIGH SPEED INTERNET ACCESS Service, and the installation will have to be rescheduled.

DIS will not be responsible for the configuring, installation or support of any customer provided CPE.

BILLING AND PAYMENT

HIGH SPEED INTERNET ACCESS service will be billed via the Darien Telephone Company monthly billing statement. Services not paid in full will be subject to termination and collection.

*The initial (first) monthly HIGH SPEED INTERNET charges will include the prorated amount based on the previous partial month and the full amount for the current month.

DIS HIGH SPEED INTERNET ACCESS charges do not include monthly basic telephone service

DISCONNECTION OF SERVICE FOR NON-PAYMENT

If the HIGH SPEED INTERNET ACCESS service is disconnected for non-payment, a reconnect fee of \$100 will be applicable. If the service is disconnected for non-payment more than twice in a twelve (12) month period, service will be terminated and Termination Charges will be applicable. (See Termination of Services). All reconnection charges for the telephone line are also applicable.

COMMITMENTS

DIS HIGH SPEED INTERNET ACCESS customers, following a sixty (60) day trial period, will commit to minimum twelve (12) month service term. The trial period will count toward the twelve (12) month term commitment. The effective date of record will be the initial HIGH SPEED INTERNET installation date. Following the initial year, cancellation of the service will require a thirty (30) day written notice by either party. If at any time prior to the completion of the first year commitment a service is canceled by the customer, a fifty (50%) percent penalty of the outstanding balance will become due from the subscriber excluding the Activation Fee which will be due in full.

ADDITIONAL TERMS AND CONDITIONS

These DIS HIGH SPEED INTERNET Terms and Conditions are in addition to the Acceptable Use Policy, the Services Agreement, and Privacy Statement of Darien Internet Service. (Links to these additional agreements may be viewed at www.darientelephone.com.)

TERMINATION OF SERVICE

Unlawful use of the DIS HIGH SPEED INTERNET ACCESS will be cause for immediate termination of said Service. Not adhering to all stated usage policies of DIS HIGH SPEED INTERNET ACCESS and DIS will also result in termination of said Service.

If a customer's DIS HIGH SPEED INTERNET is terminated for one of these reasons during the first twelve (12) months of service, the entire outstanding balance due for the rest of the initial twelve month commitment plus the Activation Fee becomes due immediately.

If a customer's DIS HIGH SPEED INTERNET is terminated for one of these reasons after the initial twelve (12) month commitment, the customer will be responsible for all costs and expenses associated with the removal of said Service.

I, _____, accept the Terms and Conditions set forth by DIS with reference to its HIGH SPEED INTERNET offering.

Signature

Date