



**Educational
Internet
Provider**

EdZone

APPLICATION

Dial-Up Internet Access

Mid-Michigan's Internet Provider

Here's what you get:

A direct connection to the Internet
20 megabytes of e-mail storage
5 e-mail accounts per household
E-mail virus filtering
5 megabytes of web space

Toll free customer service and support
Content filtering option at no additional charge
Easy to use installation kit
Compatibility with your favorite instant messenger
More than one local access number for most areas

NO unwanted restrictions on access

NO advertising or forced pop-up windows on your web pages

Your privacy is important--EdZone does NOT sell or provide any customer information to outside parties

6 Easy Steps To Get Connected

1

Name of Applicant (Please Print)		
Street Address		
City	State	Zip Code
Phone		

2

Select a plan:

6 MONTHS OF EDZONE \$100.00

12 MONTHS OF EDZONE \$192.00

3

Applicant:

I understand and will abide by the EdZone Terms and Conditions for the use of EdZone. (See Reverse)

Applicant's Signature _____

Date _____

4

Additional Household E-mail Accounts: Please print full names of secondary account users.

1 _____

(Office Space)

2 _____

3 _____

4 _____

Questions: Toll free help desk - (877) 923-9638

5

My operating system is:

Windows 95/98

Windows Me

Windows 2000/NT

Windows XP

Macintosh System _____

Other (please specify:) _____

6

Method of Payment:

CHECK. Please send check payable to:

MMNet

P.O. Box 310

Ithaca, MI 48847

CREDIT CARD. Check one:

Mastercard

Visa

Discover

Credit Card Number

Expiration Date

EdZone Terms And Conditions

Please read this agreement carefully before accessing the services offered by EdZone. By accessing the services, you agree to be bound by the terms and conditions below.

DEFINITION

EdZone ("EdZone") agrees to provide you ("User") with those services ("Service") set forth on the application subject to the user's compliance with these terms and conditions ("Agreement"). If User does not wish to be bound by these terms and conditions, then User may not access or use the Service. This Agreement constitutes the entire agreement between User and EdZone with respect to the Service. These terms and conditions are subject to change without notice.

WARRANTY

EdZone Service is provided on an "as is" and "as available" basis. EdZone employees, agents, affiliates, subsidiaries, contractors, officers, directors, suppliers, vendors, distributors, telecommunications providers, and content providers make no warranty of any kind, either expressed or implied, regarding the quality, accuracy, or validity of the data and/or information available on its systems or residing or passing through its interconnecting networks or that EdZone Internet services will be uninterrupted or error free. EdZone expressly excludes any implied warranty of merchantability or fitness for a particular purpose to the fullest extent possible by law.

LIABILITY

In no event shall EdZone be liable for any indirect, incidental, punitive, or other consequential damages (including, without limitation, lost profits) that result in any way from User's use of or inability to use the Service or to access the Internet or any part thereof, or User's reliance on or use of information, services, or merchandise provided on or through the Service, or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, any failure of performance, computer viruses, communication line failure, theft or destruction or unauthorized access to alteration of or use of User's account, whether for breach of contract, negligence, or under any other cause of action. EdZone shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation or any cause beyond the reasonable control of EdZone.

INDEMNIFICATION

User agrees to defend, indemnify, and hold harmless EdZone and its employees, agents, affiliates, subsidiaries, contractors, officers, directors, suppliers, vendors, distributors, telecommunications providers, and content providers from all liabilities, claims and expenses including attorney's fees, that arise from the breach of this Agreement for which User is responsible or from the use of EdZone, or in connection with User's transmission of any content on EdZone.

PROHIBITED USES

User may not:

- upload, post, publish, transmit, reproduce, or distribute in any way, information, software, or other material obtained through EdZone which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner
- upload, post, publish, transmit, reproduce, or distribute in any way any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law.
- violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that deemed threatening or obscene, or engage in any kind of illegal activity
- restrict or inhibit any other user from using and enjoying the Internet
- send unsolicited e-mail (known as 'spam') to anyone residing on EdZone servers or through EdZone servers such as forged e-mail, e-mail not requested by the recipient, e-mail sent in bulk by sender and/or e-mail addressed otherwise than from the actual sender or to the actual recipient

LIMITATIONS

Although EdZone advertises "Unlimited Access" in regards to some of its services there are several limitations applied. The sole purpose of these limitations are intended to limit the amount of unnecessary use of EdZone services by any such User, which restricts system availability for other such Users. EdZone reserves the right to inform and govern User's website if an excessive amount of bandwidth is being used. User agrees to have an online session automatically terminated after three (3) hours of consecutive time, regardless of data transferred during such specific online session. Repeatedly exceeding currently defined number of hours of daily usage on dial-in may constitute "excessive use." User agrees to maintain no more than one (1) concurrent online session for each account purchased.

NON TRANSFERABLE

The right to use EdZone is not transferable. Accounts are for User's use only. User shall be responsible for the confidentiality of User's password all activity and consequences resulting from the use of User's account. Loaning User's account to others, connecting a system used by multiple persons, group use of user log-ins, and consuming more than one modem line are explicitly prohibited. If User has multiple accounts, then User shall be limited to one log-in session per system account at any time. Violation of those terms shall constitute theft of Service and may be prosecuted under civil and criminal law.

MONITORING

EdZone has no obligation to monitor the Service. However, User agrees that EdZone has the right to monitor the Service electronically under probable cause and to disclose any information as may be necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers. EdZone will not intentionally monitor or disclose any private e-mail message unless required by law. EdZone does not and will not perform system backups on any User's e-mail account(s). EdZone shall not be held responsible for any lost e-mail data, e-mail attachments, e-mail message contents, web data, web files, or any website contents regardless of the reasoning for data loss or system causes. Except as otherwise set forth herein, EdZone will not provide historical data, to any party for any reason, regarding any system or Internet activity.

USER RESPONSIBILITY

User is responsible for obtaining and maintaining any communications equipment necessary to connect to EdZone, including modems, computer hardware and software and local or long distance telephone service. User agrees that EdZone will not be held responsible for charges, long distance or otherwise, incurred as a result of the wrong modem number being dialed by User or other user of account holder's computer. Since EdZone does not control the content of data sent via its service, User is responsible for taking proper precautions against viruses other harmful code distributions. All services that EdZone provides to User may only be used for lawful purposes. Text, software, communications, images, sounds, information, data, or material ("Content") may not be transferred or stored in violation of any United States Federal or state statute, regulation, or law.

CUSTOMER SUPPORT

EdZone technical support representatives are not responsible for general computer support. EdZone offers free technical support via telephone for connectivity and e-mail issues only. Any additional technical assistance given to the User outside the bounds of Internet connectivity or e-mail issues is at the discretion of the representative. Should physical intervention be advised, User waives the right to hold EdZone liable for any damages or operational failures that may occur to equipment serviced by EdZone personnel. EdZone is not required to support and does not guarantee any third party software that User has purchased or downloaded for use with Internet connection and/or usage.

FAILURE TO COMPLY

EdZone may deny User access to all or part of the Service without notice if User engages in any conduct or activities that EdZone in its sole discretion believes violates any of the terms and conditions in this Agreement. If EdZone denies User access to the Service because of such a violation, User shall not have the right (1) to access through EdZone any materials stored on the Internet, (2) to obtain any credit(s) otherwise due to User, and such credit(s) shall be forfeited, (3) to access third party services, merchandise or information on the Internet through EdZone, and EdZone shall have no responsibility to notify any third-party providers of services, merchandise or information nor any responsibility for any consequences