



APPLICATION FOR DSL SERVICE

Central Oklahoma Telephone Co.
 PO Box 789 • Davenport, OK 74026
 918-377-2241 • 800-252-8854
 FAX 918-377-2506 • www.cotc.net

OFFICE USE ONLY:

Your E-Mail Address: _____ @brightok.net
 BrightNet Mail Servers (POP3 & SMTP): mail.brightok.net
 Local Dial-Up Number (If Applicable): _____
 Toll-Free Technical Support: 800-687-0173 (8 am–10 pm Mon–Fri; 10 am–10 pm Sat)

Name: _____

Mailing Address: _____

Physical Address (if different): _____

Phone: _____

Username (will be 1st part of your e-mail address)**Password**

2-16 characters, lowercase, beginning with a letter

2-16 characters, lowercase

1st choice: _____

Note: Existing BrightNet customers will use their current username.

Description of Charges**Amount**

Installation: \$0 with one-year contract or \$100 for month-to-month*

Bronze (up to 1 Mbps downstream/up to 384kbps upstream): \$39.95/month

Backup Dial-up Account: \$10/month

Silver (up to 3 Mbps downstream/up to 512kbps upstream): \$54.95/month

Includes Backup Dial-up Account and 3 E-mail Addresses

Gold (up to 6 Mbps downstream/up to 512kbps upstream): \$64.95/month

Includes Backup Dial-up Account and 10 E-mail Addresses

Additional E-mail Accounts: \$4/month each

DSL Maintenance Plan: \$2.50/month (Requires telephone line maintenance plan)

TOTAL

*Failure to comply with the one-year service contract, if applicable, will result in early termination fees not greater than the difference between the one-year commitment installation charges and the month-to-month contract installation charges. Note: DSL is available in COTC's telephone service area only. Telephone service from COTC and site prequalification is required for DSL service.

DSL Maintenance Plan

I want to be protected from any additional labor or material charges that may incur from repairs to my DSL high-speed internet service. This plan protects me from any trip charges or labor charges involved in isolating and repairing DSL trouble. This plan also covers repair or replacement of the DSL modem and supplied Ethernet cable as well as any faulty wiring, jacks or line-conditioners. This plan only covers equipment needed to provide the DSL service. It does not cover any PCs or networking equipment using the DSL connection. If I choose not to take the DSL Maintenance plan, I will be assessed a minimum charge of \$36.25 for the first 1/2 hour to isolate and repair any trouble. A rate of \$25 per 1/2 hour will be charged for any labor beyond the first hour. Additional charges for any equipment or wiring needing repaired or replaced may also apply. Enrollment in the telephone customer maintenance plan is a requirement. I agree to keep this service for a period of 12 months from the start of billing. Billing for the DSL Customer Maintenance Plan will be in advance upon receipt of this form by COTC.

____ Yes, I want the DSL Maintenance Plan.

____ No, I do not want the DSL Maintenance Plan.

Customer Signature (Customer agrees to terms on back) (must be 18 or older)_____
Date**OFFICE USE ONLY:** Activation Date: _____

By: _____

Billing Number: _____

TERMS AND CONDITIONS

The following Terms and Conditions govern all use of software or services distributed by Central Oklahoma Telephone Co. and BrightNet Central Oklahoma services. BrightNet Central Oklahoma reserves the right to modify these Terms and Conditions from time to time. Continued use of said software or services from and after the date of any revision shall be deemed full and complete acceptance of all Terms and Conditions and applicable fees and all changes and/or modifications thereto.

Internet service is provided by Central Oklahoma Telephone Co./BrightNet Central Oklahoma (hereinafter "Provider") for the use and enjoyment of authorized users (hereinafter "User") only. Said services may be used for lawful purposes only.

Payment by User for subscribed services shall be made monthly in advance. Provider reserves the right to change fees for services and to add or delete services at any time.

Provider's service is limited to authorized User only, is non-transferable and may not be re-sold. The Login ID, Password and E-mail addresses are assigned exclusively to User. Providing User's Login ID and/or Password to unauthorized persons is a violation of these Terms and Conditions. Provider assumes no responsibility for access to User's account by unauthorized persons.

Provider does not warrant that its service will be uninterrupted or error free nor does it warrant any information, software or other material accessible is free of "viruses," "corruptions" or other harmful components. Provider, its employees, its affiliates and its contractors shall be held harmless for any lost profits or direct, indirect, incidental, special, punitive or consequential damages resulting from reliance upon the use of Provider's software or Provider's services.

User understands that transfer, reproduction, distribution or re-distribution of information, software or other material protected by copyright or other proprietary right, without obtaining permission of the copyright owner or holder, is prohibited.

User understands that the Internet contains unedited materials, some of which maybe considered offensive to User. User accesses such materials at User's own risk. Provider neither exerts control over nor assumes any responsibility for User's access to any such materials.

User agrees to abide by Provider's Acceptable use policy.

Provider acknowledges User's privacy with respect to electronic-mail (E-mail) transmissions. User acknowledges, however, Provider retains the right both to monitor its services electronically from time to time to assure compliance with these Terms and Conditions and to disclose any information necessary to comply with any law or regulation.

This agreement is subject and subordinate to all Rules and Regulations of any and all applicable governmental regulatory authorities.

In the even User violates these Terms and Conditions, Provider reserves the right to suspend or discontinue access to all or part of its service, without notice.

ACCEPTABLE USE POLICY

BrightNet Central Oklahoma user accounts are for individual users and the account holder therefore agrees not to share the password of the account. The account holder acknowledges that BrightNet Central Oklahoma may terminate the account after appropriate notification if the account holder does not comply.

Any use of BrightNet Central Oklahoma resources that disrupts the normal use of the system for other users is deemed to be unacceptable. Such unacceptable uses include, but are not limited to, the following:

- ✎ Using BrightNet Central Oklahoma for illegal purposes.
- ✎ Using BrightNet Central Oklahoma to transmit threatening, obscene or harassing materials.
- ✎ Using BrightNet Central Oklahoma to interfere with or to disrupt network use, services or equipment. Disruptions include, but are not limited to, distribution of unsolicited advertising, propagation of computer viruses or worms, and using the network to make unauthorized entry to any other machine accessible via the network.
- ✎ Using BrightNet Central Oklahoma to post a single article or advertisement to more than ten (10) Usenet or other newsgroups, forums, e-mail mailing lists or other similar group or lists; to post to any Usenet or other newsgroup, forum, e-mail mailing list or other similar group or list articles which are off-topic according to the charter or other owner-published FAQ or description of the group or list; or to send unsolicited mass e-mailings to more than twenty-five (25) e-mail users, if such unsolicited e-mailings provoke complaints from recipients.
- ✎ Using BrightNet Central Oklahoma to transmit any material in violation of any U.S., state, or local regulation which may include but is not limited to copyrighted material, threatening, obscene, libelous, or defamatory material, or material protected by trade secret.

SERVICE NOTES: Actual data transfer or throughput speed may be lower than connection speeds due to Internet congestion, server or router speeds, protocol overheads, and factors that cannot be controlled by Central Oklahoma Telephone Co./BrightNet Central Oklahoma Telephone Co. Listed connection speeds are speeds attainable between the user's access equipment and Central Oklahoma Telephone Co.'s DSLAMs. Customers are responsible for the security of their own systems. Central Oklahoma Telephone Co./BrightNet Central Oklahoma will not be held responsible for any breach or a user's system security or losses of any kind resulting from such security breaches. This includes any data intercepted in transit on our network or the Internet. User is not allowed to run a public server on this connection.

Failure to comply with the one-year service contract, if applicable, will result in early termination fees not greater than the difference between the one-year commitment installation charges and the month-to-month contract installation charges.

A functional Ethernet connection is required for service. DSL modem becomes the property of the customer upon delivery; modems are warranted to properly function for 90 days (warranty is void if modem is physically damaged).