



Nantucket.net Sign-Up Form

2 Union Street, Nantucket Island MA 02554
www.nantucket.net • 508-228-6777 • Fax: 508-228-1348

NAME (please print legibly): _____ DATE: _____

ISLAND ADDRESS (Box #, Town, Zip): _____

OFF-ISLAND MAILING ADDRESS: _____

ISLAND PHONE: _____ OFF-ISLAND PHONE: _____

ACCOUNT TYPE:

- FULL ACCOUNT (DIAL-IN AND EMAIL)
- E-MAIL ONLY ACCOUNT: \$10 PER MONTH; NO DIAL-UP ACCESS INCLUDED
- PLEASE CANCEL MY ACCOUNT ON: _____ (\$15 Setup Fee applies for seasonal accounts)
- REACTIVATION OF PREVIOUS ACCOUNT

NOTE: ACCOUNTS STAY ACTIVE UNTIL CANCELLED IN WRITING.
You must cancel before the first day of the month in order to not be charged for that month.

METHOD OF PAYMENT:

- \$25 - BILL ME MONTHLY (3 MONTH DEPOSIT REQUIRED BEFORE ACTIVATION)
- \$21 - CHARGE MY VISA / MASTERCARD MONTHLY
- \$228 - PREPAYMENT FOR 1 YEAR (\$19 PER MONTH) - PREPAYMENTS ARE NON-REFUNDABLE
- \$126 - PREPAYMENT FOR 6 MONTHS (\$21 PER MONTH)- PREPAYMENTS ARE NON-REFUNDABLE
- \$10 - EMAIL ONLY (NO DIAL IN ACCESS)

CARD NUMBER: _____ - _____ - _____ - _____ EXPIRATION DATE: _____

I hereby give my permission to Nantucket.net to automatically charge my credit card (number listed above) each month to pay for this connection until I notify them in writing via mail or e-mail of my cancellation of this account.

SIGNATURE: _____

USER NAME AND PASSWORD SELECTION:

PRIMARY:

USER NAME: _____
3 to 10 characters (DO NOT START WITH A NUMERAL)

PASSWORD _____
6 to 15 characters

SECONDARY:

USER NAME: _____
3 to 10 characters (DO NOT START WITH A NUMERAL)

PASSWORD _____
6 to 15 characters

May we publish your e-mail address in our Nantucket Directory?
YES NO

The Nantucket Directory is an annual telephone and internet directory published by Nantucket.net and Yesterday's Island.

Accounts will be activated within 2-hours or receipt of all 3 pages of this form.

We'll call you only if there are questions.

Fax all 3 of these pages back to 508-228-1348

FOR OFFICE USE

PURCHASES AND PAYMENTS: Total Paid \$ _____

Paid by: check cash

Account# _____ Admin _____ Acct _____

Nantucket.net Terms of Service Agreement

1. Terms of Service Agreement. Nantucket.net service is provided by Nantucket.net (a/k/a Nantucket.net) to you ("Member" or "you"), subject to the terms of this Agreement and Nantucket.net's current operating policy. The terms of this Agreement comprise the entire agreement between Nantucket.net and you, and supersede any prior agreements between you and Nantucket.net with respect to the subject matter of the terms of this Agreement. Nantucket.net may revise the terms of this Agreement at any time, and such revision shall be effective immediately upon either posting of the revised terms of this Agreement in the web site at <http://www.nantucket.net/terms>, or notifying you via e-mail or conventional mail. You agree to review the terms of this Agreement periodically to be aware of such revisions. If any revision to the terms of this Agreement is unacceptable to you, you may terminate your membership only as provided below, in writing. Your continued use of Nantucket.net Internet access or e-mail following notice of any such revision to the terms of this Agreement shall be conclusively deemed acceptance of all such revisions.

2. Account Information. YOU REPRESENT THAT YOU ARE AT LEAST EIGHTEEN YEARS OLD. By registering as a Member, you will receive a password and a user name. You are entirely liable for all activities conducted through use of your user name and any sub-accounts or screen-names under your user name. (Subject to the provisions of Paragraph 3, a Member may permit another individual, including a minor, to use the Member's Account subject to Member supervision and with assumption of all resulting liabilities.) You agree to provide Nantucket.net with accurate, complete, and updated registration information, and failure to do so shall constitute a breach of this Agreement and unauthorized access to Nantucket.net, and may result in immediate termination of your account and subject you to additional charges and civil and/or criminal liability.

3. Commercial Use. You understand and agree that the Internet access provided by the Nantucket.net, a/k/a Nantucket.net, is for the sole use of yourself and those you have granted permission to as provided above, without payment or consideration of any kind. Each dialup account entitles Member to single usage only: multiple logons simultaneously are prohibited. Any sale, resale, or other provision of access or placement of servers or other equipment in such a way that would enable or permit others to utilize the Internet connection provided hereunder without the express written consent of Nantucket.net is prohibited. If the Nantucket.net determines, in its discretion, that you have violated the terms of this paragraph it may immediately and without notice terminate the Internet connection provided hereunder and recover possession of all leased equipment from you. In the event of such termination and/or removal Nantucket.net will not be responsible for any loss or damage, direct or consequential, including, without limitation, loss of data, information, or business, resulting from such termination or removal. Provided however, such termination or removal shall not be Nantucket.net's sole remedy for any breach of this agreement and it expressly reserves all rights and causes of action.

customer's initials: _____

4. Technical Support. InterNet Café™ offers free technical support for the following only via telephone: dialup networking, Mac dialers, Outlook Express, Eudora Light, Netscape, and Internet Explorer over versions 2.0. All support for other Internet software, for non-Internet software, and for all hardware is the responsibility of the member. House calls for InterNet technical support can be arranged for an hourly fee. In the event that a member obtains a new or additional computer, new hard drive, or must rebuild his/her system, InterNet tech support will be provided for an hourly fee.

5. Charges. Current rates for using Nantucket.net may be obtained by calling Nantucket.net at 508-228-6777. Nantucket.net reserves the right to change its fees and billing methods at any time. If any change in fees or billing methods is unacceptable to you, you may terminate your Membership as provided below. Your continued use of Nantucket.net services following any such changes in fees or billing methods shall be deemed acceptance of such changes. Your membership fees are payable in advance and are not refundable in whole or in part. You are responsible for all charges associated with connecting to Nantucket.net through your user name. Each time you use Nantucket.net you agree and reaffirm that Nantucket.net is authorized, as applicable, to charge your designated card. You agree that if you want to see the detailed components of accumulated charges you may do so upon request. If your account is suspended for nonpayment, you must pay the overdue amount plus one month in advance in order to be re-activated.

6. Rights and Responsibilities.

(a) Content You acknowledge that (i) Nantucket.net provides full access to the Internet and that the Internet contains information, communications, software, photos, video, graphics, music, sounds and other material and services, and (ii) such Content is not under the control or censorship of Nantucket.net Each Member and any user of Member's account has a responsibility to evaluate, and bears the risk associated with, the accuracy, completeness or usefulness of any Content available through Nantucket.net Nantucket.net does not pre-screen Content, but Nantucket.net shall have the right, but not the responsibility, to remove Content which is deemed in their discretion harmful, offensive, or otherwise in violation of their policies.

(b) Rights. You acknowledge that (i) Nantucket.net permits access to Content that is protected by copyrights, trademarks, and other proprietary (including intellectual property) rights ("Rights"), and (ii) that these Rights are

valid and protected in all media existing now or later developed and (iii) except as is explicitly provided otherwise, your use of Content shall be governed by applicable copyright and other intellectual property laws. You agree that you may upload to the software files, message boards or otherwise transmit on or through Nantucket.net only Content that is not subject to any Rights, or Content in which any holder of Rights has given express authorization for distribution via Nantucket.net By submitting Content to any "Public Area" (e.g. public chat rooms, message boards, CU-See Me, software libraries, newsgroups) you automatically grant or warrant that the owner of such Content has expressly granted Nantucket.net the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed for the full term of any Rights that may exist in such Content. You may not select or use a screen name of another (unless it's also your name), or a name subject to the Rights of any person other than you, or a screen name that Nantucket.net deems offensive.

(c) **Conduct and Communication.** Nantucket.net may elect at its sole discretion to monitor some, all or none of the Public and Members' Areas of Nantucket.net for adherence to its current policies. You agree to use Nantucket.net and its services only for lawful purposes. Any conduct by a Member that in Nantucket.net sole discretion restricts or inhibits any other Member, person or entity from using or enjoying Nantucket.net or another service will not be permitted and shall entitle Nantucket.net to immediately terminate that user's session or membership without notice. Further, any attempt to "hack" into Nantucket.net system, to gain unauthorized access to any area of Nantucket.net, or to otherwise, in any, way manipulate, damage, alter, or usurp any area, records, software, or hardware belonging to Nantucket.net shall constitute breach of this Agreement and may result in immediate termination of your account and subject you to additional charges and civil and/or criminal liability.

7. NO WARRANTY. Member expressly agrees that use of Nantucket.net, Nantucket.net software, and the Internet are at MEMBER'S SOLE RISK. Nantucket.net and Nantucket.net software are provided on an "as is," "as available" basis without warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Member accepts full responsibility for any programs and/or viruses he downloads off the Internet. Nantucket.net entire liability and your exclusive remedy with respect to use of Nantucket.net and Nantucket.net software shall be the replacement of any defective diskette. Member understands and agrees that while Nantucket.net, as a courtesy to its members, does make backups of all data loaded onto websites that we host, that these backups may not and should not be relied upon. It is the member's sole responsibility to back up his own data. Nantucket.net liability to you for breach of this agreement is limited solely to the amount paid by you to access and use Nantucket.net In states that do not permit the exclusion or limitation of liability for consequential or incidental damages, Nantucket.net liability is limited to the extent permitted by law.

8. Indemnification. Member agrees to defend, indemnify and hold harmless Nantucket.net and its affiliated companies from all liabilities, claims and expenses, including without limitation reasonable attorney's fees, arising from breach of the Terms of Agreement by use of Member's account or user name, or in connection with, the transmission by or through Member's Master Account any Content on the Internet accessed via Nantucket.net Nantucket.net reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Member hereunder, and in such event, Member shall have no further obligation to provide indemnification for such matter.

9. Termination. Membership in Nantucket.net continues until Member cancels in writing. The three-month deposit is not interpreted as a three-month account. Either Member or Nantucket.net may terminate membership at any time. Member's only right with respect to any dissatisfaction with any (i) the Terms of this Agreement, policy, or practice of Nantucket.net in operating Nantucket.net, (ii) Content available through Nantucket.net or change therein, or (iii) amount or type of fees or billing methods, or change therein, is to terminate Membership by delivering **written notice** to Nantucket.net. Member's notice of termination will be effective upon receipt by Nantucket.net of notification of termination **via mail or electronic mail.** Voice mail messages or phone messages will not constitute termination. Member must cancel before the first day of the month in order to not be billed for that month. In the event that a Member's account is terminated or canceled, no refund of any fees, including monthly membership fee, will be granted. To re-activate any account cancelled due to non-payment, member must pay the past due amount plus one month in advance. Customers with seasonal accounts must either pay a \$5 per month hold fee during their dormant period or they may cancel the account and then fill out a new signup form and pay a new setup fee when they re-connect. Unless the account is placed on hold, we cannot guarantee the availability of a username.

10. Law. Should any part of the Terms of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties and the remaining portions remain in full force and effect. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, excluding its conflicts of law rules, and Member and Nantucket.net each submit to the exclusive jurisdiction of the courts of the Commonwealth of Massachusetts.

FAX THESE 3 PAGES BACK TO 508-228-1348

NAME

DATE