



Systems Solutions, Inc.  
 2108 E. Thomas Rd. Suite 103  
 Phoenix, AZ 85016  
 P: 602-955-0900 F: 602-955-7795  
<http://www.alevelhigher.com>  
<http://www.sypac.com>

**APPLICATION FOR WEB HOSTING SERVICE**  
 PLEASE FILL OUT APPLICATION AND SIGN AT THE BOTTOM.  
 PLEASE CAREFULLY READ THE INTERNET SERVICE AGREEMENT.

<p><b>BUSINESS / ORGANIZATION</b> _____</p> <p><b>ACCOUNT CONTACT(S)</b> _____</p> <p>_____</p> <p>_____</p> <p><b>BILLING CONTACT</b> _____</p> <p><b>BILLING ADDRESS</b> _____</p> <p>_____</p> <p>_____</p> <p><b>PHONE</b> (      ) _____</p> <p><b>FAX</b> (      ) _____</p>	<p><b>PLEASE SELECT AN ACCOUNT BELOW:</b></p> <p><input type="checkbox"/> <b>BASIC HOSTING ACCOUNT *</b> \$49.95 monthly</p> <p><input type="checkbox"/> <b>ADVANCED HOSTING ACCOUNT*</b> \$99.95/mo</p> <p><input type="checkbox"/> <b>RESELLER HOSTING ACCOUNT*</b> \$149.95/mo</p> <p><input type="checkbox"/> <b>ENTERPRISE HOSTING ACCOUNT*</b> \$199.95/mo</p> <p><input type="checkbox"/> <b>OTHER *</b> _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><small>* Restrictions Apply</small></p>
<p><b>Activate my account on:</b></p>	<p><b>REFERRED BY:</b></p> <p><input type="checkbox"/> Yellow Pages <input type="checkbox"/> Internet <input type="checkbox"/> Signage <input type="checkbox"/> Ad <input type="checkbox"/> Show/Seminar</p> <p><input type="checkbox"/> Colleague/Organization:</p>

<p style="text-align: center;"><b>DOMAIN REGISTRATION</b></p> <p style="text-align: center;"><input type="checkbox"/> PLEASE REGISTER    <input type="checkbox"/> ALREADY ESTABLISHED</p> <p>Domain Name: _____</p> <p>Type of Business: _____</p>	<ul style="list-style-type: none"> <li>➤ Domain registration is \$50.00, and includes 1 year InterNIC registration.</li> <li>➤ Payment must be received before registration can take place.</li> <li>➤ Subscriber is responsible for renewal fees payable to InterNIC.</li> </ul>
--	---

<p><b>FORM OF PAYMENT:</b></p> <p>Total Amount \$ _____</p> <table style="width:100%;"> <tr> <td style="width:50%; vertical-align: top;"> <input type="checkbox"/> INVOICE  <input type="checkbox"/> CREDIT  <input type="checkbox"/> CREDIT 1<sup>ST</sup> MONTH ONLY         </td> <td style="width:50%; vertical-align: top;"> <input type="checkbox"/> MONTHLY  <input type="checkbox"/> QUARTERLY  <input type="checkbox"/> SEMI-ANNUALLY  <input type="checkbox"/> ANNUALLY         </td> </tr> </table> <p><input type="checkbox"/> VISA   <input type="checkbox"/> MASTER CARD   <input type="checkbox"/> AMERICAN EXPRESS   <input type="checkbox"/> DISCOVER</p> <p>C/C NUMBER: _____</p> <p>EXPIRATION: _____</p> <p>SIGNATURE: _____</p>	<input type="checkbox"/> INVOICE <input type="checkbox"/> CREDIT <input type="checkbox"/> CREDIT 1 <sup>ST</sup> MONTH ONLY	<input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> SEMI-ANNUALLY <input type="checkbox"/> ANNUALLY	<ul style="list-style-type: none"> <li>➤ The initial month's payment and setup fees must be received by Systems Solutions Inc. within 7 days in order to keep the account active and are non-refundable.</li> <li>➤ Thereafter, invoices must be paid by the 1<sup>st</sup> day of your billing cycle.</li> <li>➤ The first month's payment is non-refundable due to administrative costs.</li> <li>➤ Credit card transactions are processed each month.</li> <li>➤ Notice of Cancellation must be given in writing and acknowledged by Systems Solutions. A 14-day notice must be given on cancellations.</li> <li>➤ The Acceptable Use Policy for Systems Solutions can be found at <a href="http://www.alevelhigher.com/prices/aup.htm">http://www.alevelhigher.com/prices/aup.htm</a></li> <li>➤ There is a \$50 fee on all returned checks.</li> </ul>
<input type="checkbox"/> INVOICE <input type="checkbox"/> CREDIT <input type="checkbox"/> CREDIT 1 <sup>ST</sup> MONTH ONLY	<input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> SEMI-ANNUALLY <input type="checkbox"/> ANNUALLY		

<b>SIGNATURE:</b> _____	<b>DATE:</b> _____
-------------------------	--------------------



**Systems Solutions, Inc.**  
 2108 E. Thomas Rd.  
 Phoenix, AZ 85016  
 P: 602-955-0900 F: 602-955-7795  
<http://www.alevelhigher.com>  
<http://www.syspac.com>

**INTERNET SERVICE / USER AGREEMENT**  
**PLEASE READ THIS AGREEMENT CAREFULLY.**  
**NOTE: BY SIGNING THE INTERNET SERVICE APPLICATION YOU ARE**  
**AGREEING TO ALL THE TERMS AND CONDITIONS SET BELOW.**

Systems Solutions Inc. ("SSI") agrees to provide, and User agrees to receive, access to the SSI

Internet service according to the following terms and conditions:

**ACCOUNT POLICIES**

1. All provisions of the SSI Service Agreement ("Agreement") apply to the User's Principal Account and Associate Accounts billed to the Principal Account.
2. Non-enforcement of any section of this Agreement does not constitute consent and SSI reserves the right to enforce this Agreement at its sole discretion.
3. If any one or more paragraphs in this Agreement is found to be unenforceable or invalid, User's and SSI's agreement on all other paragraphs shall remain valid.
4. The benefits of or rights conferred by this agreement are nontransferable. Use of SSI's accounts is expressly limited to the individual or business whose name appears on the application.
5. User agrees to use the service in manner consistent with any and all applicable laws, whether state, federal, or by international treaty. In the event that this account is not used in accordance with all applicable laws, SSI reserves the right to cooperate with all or any law enforcement agencies.
6. User agrees to follow the Acceptable Use Policy of any network user connects to, including SSI's system.
7. If the User is less than 18 years of age, the Agreement must be signed by a parent or legal guardian, who is responsible for all charges related to use of User's account(s).
8. Use of SSI for advertising or promotion of a commercial product or service without the express, written consent of SSI is prohibited. Violators are subject to immediate termination of their account(s).
9. User is responsible for all use of User's account(s) and confidentiality of password(s). SSI is not liable for any usage and or charges from stolen account information.
10. SSI is not responsible for User's files residing on SSI. **USER IS RESPONSIBLE FOR INDEPENDENT BACKUP OF HIS/HER DATA STORED ON SSI.** SSI reserves the right to charge the User for any amount of storage over the agreed, contracted amount for that User.
11. SSI reserves the right to delete User's files after one or both parties terminates the agreement.
12. SSI reserves the right at its sole discretion to delete any information entered into SSI by User. SSI and its authorized representatives shall have the right, but shall not be obligated, to edit publicly viewable information.
13. User hereby agrees that any material submitted for publication on SSI through User's account(s) does not violate or infringe any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything obscene or libelous.
14. Due to the public nature of the Internet, all electronic mail is considered publicly accessible and important information should be treated carefully. SSI is not liable for protection or privacy of electronic mail and information transferred through the Internet.
15. Users with DSL connections may not operate Internet servers such as Web, FTP, or Email servers without prior written consent from SSI.
16. This document and the rights and duties of the parties shall be governed by and interpreted according to the laws of the State of Arizona.
17. User shall not solicit any employee of SSI for the purpose of employment outside of SSI.
18. Pornography shall not be publicly viewable on either User's web site(s) or on User's machines connected to their SSI dedicated circuit.

**ABUSE POLICIES**

1. The following violations of "netiquette" are grounds for immediate suspension of service and will result in termination of the account(s):
  - (a) Posting a single article or substantially similar articles to an excessive number of newsgroups (i.e., 20 or more) or continued posting of articles which are off-topic (e.g., off-topic according to the newsgroup charter or the article provokes complaints from the regular readers of the newsgroup for being off-topic).
  - (b) Sending unsolicited mass emailings (i.e., to more than 25 users within a 24 hour period) which provoke complaints from the recipients.
  - (c) Engaging in either (a) or (b) from a provider other than SSI and using an account on SSI as a mail drop for responses.
  - (d) Continued harassment of other individuals on the Internet after being asked to stop by those individuals and by SSI. Impersonating another user or otherwise falsifying one's user name in email, Usenet postings, on IRC, or with any other Internet service. (This does not preclude the use of nicknames in IRC or the use of anonymous remailer services.)
  - (e) Use of IRC "bots" on SSI, whether on our IRC server or any other. Such software may not be stored on SSI.
2. Users whose accounts are terminated for any of the above infractions are also responsible for the cost of labor to cleanup and respond to complaints incurred by SSI.

**SERVICE POLICIES**

1. THE SSI SERVICE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO SSI OR ANY INFORMATION OR SOFTWARE THEREIN. THIS IN NO WAY INCLUDES ANY REIMBURSEMENT FOR LOSSES OF INCOME DUE TO DISRUPTION OF SERVICE BY SSI OR ITS PROVIDERS.
2. Neither SSI nor its Information Providers are responsible for any damages arising from User's use of SSI service or by User's inability to use the SSI service.
3. SSI reserves the right to change without notice the SSI service, including, but not limited to, access procedures, hours of operation, menu structures, commands, documentation, vendors and services offered.
4. SSI may modify these terms and conditions upon notice published on-line via SSI. User's use of SSI services after such notice shall constitute User's acceptance of the modifications to this Agreement.
5. Communication systems are subject to degradation of service from phenomena such as so-called "Line-Noise" interference and other causes beyond the reasonable control of SSI.

**PAYMENT, BILLING AND TERMINATION POLICIES**

1. Monthly fees are due and payable by the first day of the User's billing cycle to maintain User's membership privileges. Credit card transactions are processed each month.
2. User is in default of this Contract if SSI does not receive a monthly payment on or before its due date. This includes credit card transactions where the card is declined for any reason. If the User's account is suspended, SSI reserves the right to charge a fee to reestablish suspended service.
3. Monthly fees will continue regardless of User's usage unless and until User notifies SSI in writing of User's wish to cancel membership, which User may do at any time, unless bound by a specific term or agreement. **If Payment is not made and account is referred for collections, patron/user will pay all reasonable collections fees and legal cost incurred.**
4. Initial month's fees and setup fees are due within one week of account activation and are non-refundable.
5. Returned checks will result in a \$50.00 fee to be charged to the User.
6. User is responsible for all local, long-distance, cell phone and paging charges for connecting to SSI..
7. User agrees to pay SSI all charges relating to the use of User's account(s) according to rates and prices stated on said sales order at the time of commencement.
8. Failure to use this account(s) does not relieve the User of payment obligations, except as specifically provided in this contract.
9. SSI will not prorate or provide credit for service that is terminated by User.
10. The User is in default of this Contract if any user covered by this contract fails to obey the present Acceptable User Policy, located at <http://www.alevelhigher.com/prices/aup.htm>.
11. SSI reserves the right to change prices on 30 days notice published on-line.
12. In addition to any price specified herein, User shall pay any additional costs if the User requests additional services in the future.
13. SSI reserves the rights to terminate or change priority of any process started by the User.
14. SSI reserves the right to collect damages (software, hardware & labor) if any harm is done to SSI which requires repair or reconfiguration of any kind from damage caused by the User.
15. On all SSI Dial-Up accounts, the user agrees to have only one connection to the Internet at any one given time, by connecting onto the Internet multiple times at any one given time, the user agrees to pay the normal monthly amount multiplied by the amount of multiple connections.
16. SSI, at its sole business judgement, may terminate this membership Agreement immediately or suspend User's access if it is deemed that User may be performing activities harmful to SSI or its Users, employees, vendors, business relationships or any other users of the Internet.
17. The User is in default of this Contract if any material statement by the User in this contract is false.
18. In the event the User defaults on this contract, SSI may suspend or revoke the User's membership privileges and the User may have to reapply for membership at the price SSI is charging to new members. The User agrees to pay SSI's reasonable attorney's fees and court costs, where permitted, in collecting the amount remaining in the User's contract as stated in the sales order.
19. For all violations where labor can be charged, the rate is \$150 per hour.
20. Bandwidth usage patterns on Dedicated Circuits should be burstable in nature. SSI can suspend account with 14-day notice to the User if SSI finds that bandwidth usage exceeds normal parameters. This includes, but is not limited to, filling up bandwidth for an extended period of time.

By signing this Agreement, I agree to abide by the terms and conditions of the SSI Internet Service/User Agreement.

**SIGNATURE:**

**DATE:**

SYSTEMS SOLUTIONS INC. • 2108 EAST THOMAS ROAD • PHOENIX, ARIZONA 85016-7758  
 602-955-0900 • FAX 602-955-7795 • 800-232-0026