

Family of Companies Serving Maine's Telecommunications needs since 1904





133 Back Meadow Rd Nobleboro, ME 04555-9202 207-563-9911

Thank you for completing your application(s)!

To help us process your request for new services, please return the following:

Completed application(s). Please do not leave anything blank. If you have any questions about any part of the application(s) please call us at 207-563-9911, 207-785-9911 or 207-763-9911. If you are outside of these local areas, please call us collect.

A photocopy of a valid driver's license or photo identification unless this is an Incorporated Business or LLC.

Service/Product	One Time Costs	Description		
Telephone Line Installation	\$44.00	First line telephone installation		
Additional Telephone Line Installation	\$10.40	Each additional telephone line billed on the same account.		
Internet Service Installation	\$25.00			
Cable TV Installation	\$55.00	Appointment required to install set top box(es) at your home.		
CT- 5072T DSL Modem	\$66.47 (incl. sales tax)	Single port modem, capable of connecting one device		
Comtrend NL-3120 Wireless DSL Modem/Router	\$179.34 (incl. sales tax)	Modem with a four-port router, with wireless preprogrammed securely		
6381 DSL Modem	\$69.63 (incl. sales tax)	Single port modem, or extended range applications		

We include one DSL filter with all modems. It is very important to filter every telephone jack *except* where the DSL modem is plugged in. Remember your TV service may use the telephone line as well. Please call your alarm company to obtain a filter if you have an alarm system at your location.

If you or a member of your household receives State or Federal aid you may complete the Certificate of Eligibility for Lifeline Service Form

## **Coastal Telco Services**

### **DSL Service Agreement**

The following terms and conditions govern Coastal Telco Services' ("CTS") provision of DSL Internet Access to the company or individual ("Customer") as described on the Service Application. In addition, all terms and conditions set forth in "Coastal Telco Services' Terms and Conditions for Service" (copy attached) apply to DSL internet accounts.

#### Resale

Customer shall not resell or redistribute any portion of this access to a third party without prior permission from Coastal Telco Services.

#### **Connect Time, Speed and Bandwidth Utilization**

DSL is full- time internet access; no hourly limits apply. Monthly charges are based on a sustained usage of 25% of allocated bandwidth. Bandwidth utilization will be monitored on 5-minute intervals, 24 hours per day to create an end-of-month report for the circuit. An average will then be calculated based on the bottom 90% of utilization for the month. A monthly surcharge will be assessed when Customer's average bandwidth utilization exceeds 25%. Reports can be made available to the customer upon request. (See Charges for DSL Service below)

#### **E-mail Accounts**

DSL Service includes five e-mail accounts. Additional e-mail accounts are \$5.00 per month each.

#### **IP Addresses**

DSL customers will receive one automatically assigned IP address. If a static IP address or more than one address is needed, please contact Coastal Telco Services.

#### Security

The Internet is a shared resource among customers. Because of this, there is a risk that the Customer could be subject to a variety of security breaches, including but not limited to eavesdropping and denial of service attacks. Other people may be able to access, monitor and/or tamper with Customer's files, data or other traffic sent or received using this DSL connection, and/or negatively affect Customer's ability to use this service. Any information sent by Customer over the CTS network is sent at Customer's sole risk and CTS shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions by Customer.

#### **Phone Filters**

DSL can produce a high-pitched noise that can interfere with voice communications. Phones, fax machines and satellite TV receivers can also interfere with the DSL signal. Each device on the same number as the DSL service should have a DSL filter to eliminate any interference.

#### **Security Systems**

Security or alarm systems can severely affect DSL service. Security systems require a special filter which can be obtained from your security system provider.

#### **Charges for DSL Service**

 Initialization Fee:
 1 year contract
 \$25.00\*

 \*If DSL service is cancelled within one year a \$99.00 fee will be billed to your account.

Monthly Service Charge: DSL Standard	\$37.95 per month (Up to 768 kbps down and up)			
DSL Deluxe	\$42.95 per month (Up to 3 mbps down/1 mbps up)			
DSL Super	\$47.95 per month (Up to 6 mbps down/1 mbps up)			
DSL Power	\$57.95 per month (Up to 10 mbps down/1 mbps up)			
DSL Power Plus	\$57.95 per month (Up to 10 mbps down/2 mbps up)			

Monthly Bandwidth Utilization Surcharge:

0 - 25% no surcharge 25 - 50% \$ 10 50 - 75% \$ 30 75 - 100% \$ 70

Additional E-mail accounts: \$5.00 per month per account.

#### Reactivation Charge: \$25.00

A reactivation charge will be required to reactivate any disabled account, whether cancellation is initiated by Customer or by CTS for non-payment or any other breach of this Agreement or policy in this Agreement. This reactivation charge is in addition to any outstanding charges for DSL internet service.

DSL internet access is provided by CTS in conjunction with your local telephone company service.

# Disconnection of your local telephone service will disable your DSL Internet connection. Removal or termination of your local telephone service will terminate your DSL service.

#### **Customer-Supplied Equipment**

The customer shall supply computer & communications equipment that meets or exceeds the following requirements:

DSL modem (call for model number and price) CAT5 Ethernet cable (available from CTS) DSL phone filters (available from CTS)

(available from CTS)

PC Compatible Systems: Interface: twisted pair Ethernet Network Interface Card Operating System: XP, Vista, 7, 8

Macintosh Systems: Interface: twisted pair Ethernet Network Interface Card Operating System: Mac OS X

# **Coastal Telco Services' Terms and Conditions for Service**

Coastal Telco Services' goal is to provide as unrestricted and satisfying an Internet experience as possible for our customers. These common rules are designed to satisfy what the law demands, to protect Coastal Telco Services, and to protect our customers. These terms and conditions are similar to what you would find at any quality ISP and are the general guidelines the Internet community tends to deem as good 'netiquette'. USE OF YOUR ACCOUNT CONSTITUTES YOUR APPROVAL AND ACCEPTANCE OF THIS AGREEMENT. ACCEPTANCE OF THIS AGREEMENT IS A CONDITION TO USE OF THE COASTAL TELCO SERVICES NETWORK SYSTEM. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU ARE NOT PERMITTED TO USE THE COASTAL TELCO SERVICES NETWORK SYSTEM. PLEASE CALL 207-563-9929, 207-763-9929, or 207-785-9929, EMAIL BILLING@TIDEWATER.NET, OR FAX TO 207-563-9936 IF YOU DO NOT AGREE TO THESE TERMS SO WE CAN INITIATE CLOSURE OF YOUR ACCOUNT.

1. Coastal Telco Services reserves the right to modify these terms and conditions without prior notice at any time. We suggest you check our website monthly, so you can view our current Terms and Conditions. We will attempt to notify all our customers by email when our Terms and Conditions change.

#### 2. Enforcement of Terms and Conditions

Depending upon the circumstances of any violation of our Terms and Conditions (including any actions that cause damage, downtime, excessive load, or harm to people or systems) we may issue a warning, suspend your service, or terminate your account without notice or refund. (And if appropriate, we bill/collect our fee of \$300 per-hour during office hours and \$600 per-hour during non- office hours and holidays (plus any expenses to collect) to repair malicious damage caused by mail- bombing, hacking or attempting to damage our system, or other networks via our system.)

#### 3. Illegal activities

We are required by law to report any criminal activity that we become aware of. Be aware that if it comes to our attention that you are using our system to commit illegal acts (e.g., storing or transporting commercial software via our system illegally) we must immediately suspend/terminate your service. We support your right to free speech but can't support your use of our service to harm, abuse, harass, or libel others. By use of our service, you indemnify Coastal Telco Services from any damages resulting from your actions or the content you store on our systems. However, if we believe Coastal Telco Services will likely be held liable for your content (e.g., libel/harassment) hosted on our system, and you refuse to fix the problem, Coastal Telco Services may terminate your account.

#### 4. Harassment and privacy

Your account and business is private with us. We do not sell mailing lists and generally do not share your private information. We ask you to do the same. Do not snoop or disturb other users' files or directories. You may not harass or threaten any of our staff or other customers. You may not make public any private email or provide any of our system files to other persons on the Internet. You may not harass or make threats against another person via email or news, web, or any other electronic media/service we make available. Nor may you impersonate another person.

#### 5. Spamming

Spamming is not tolerated at Coastal Telco Services. Spamming is sending unsolicited email, whether "mass" or ostensibly targeted, to people who have not asked for such email. Spam sent via other networks but referencing email addresses or websites at Coastal Telco Services is similarly prohibited. You may not use Coastal Telco Services as a "drop off" address for replies to spam mail or spam posts sent from other networks. We encourage the appropriate use of email and we do not censor for content. We will suspend the accounts of those users who annoy vast numbers of innocent people on the net who do not wish to be bothered by unsolicited materials. Downstream Coastal Telco Services commercial customers: Regardless of your connectivity to Coastal Telco Services you are bound to these same restrictions. If you or your customers spam, you risk loss of connectivity until the problem is resolved.

#### 6. Denial of service attacks

You may not mount an attack against our system or any other. This includes mail bombing, "hacking" or attempting to gain root access, tsunami or flood bots or annoyance utilities like "nuke" or "flash," employing packet sniffers, flood pings, etc.

#### 7. Technical support

We at Coastal Telco Services are proud of our technical support staff. To maintain the high quality of technical support our customers expect, we reserve the right to limit the availability of telephone tech support to one free hour with the primary account holder. We cannot provide tech support for other persons whom you may authorize to use your account, such as your wife, brother, business partners, etc. Similarly, we must limit tech support to issues related to connectivity only. We cannot teach you how to design your web pages, how to write perl scripts, how to compile code, etc. We can only offer such help on a consulting basis, or we may refer you to other specialists. However, we may (and frequently do), at our discretion and time permitting, assist customers with non-connectivity issues. Providing such additional service shall not be construed to mean that Coastal Telco Services is obligated to provide such service.

#### 8. Account Changes

Changes to user accounts must be made via E-mail, regular mail, or fax to billing@tidewater.net (e-mail), or CTS Billing, 133 Back Meadow Rd., Nobleboro, ME 04555 (regular mail), or 563-9939 (fax). All requests will be processed as soon as Coastal Telco Services receives written confirmation.

#### 9. Payment and billing

CTS billing is done through Tidewater Telecom, Inc., Lincolnville Networks, Inc., or Lincolnville Communications, Inc. Monthly charges are based on the same dates as the long distance billing:

Tidewater Telecom: from the 5th of the month to the 4th of the following month.

Lincolnville Communications: from the 22nd of the month to the 21st of the following month.

Lincolnville Networks: from the 22nd of the month to the 21st of the following month.

Monthly charges accrue from the first day of service until the day on which you formally cancel with notice via phone, email, postal mail, or fax to Coastal Telco Services. Much like having to pay for a rented movie even if you don't watch it, you must pay for your Internet access ability even if you don't log in and use it. All Coastal Telco Services prices can change without notice at any time. All startup fees and equipment sales must be paid for in advance, before equipment is shipped or circuits are activated.

#### 10. Extra charges and fees

Coastal Telco Services reserves the right to charge (and collect) for additional expenses incurred. Some services are optional and provided at a nominal charge. Listed below are rates for these services: (Add travel time to all hourly rates where appropriate. All hourly rates are 1-hour minimum.)

Changes to existing Domain Name information: \$10

Changing Coastal Telco Services login name: \$10

Per-hour fee for technician-level support (e.g.: debugging scripts/code/configurations, etc.): \$100 Per-hour fee for engineering-level support (e.g., router configuration, senior system administration): \$190 Late payment fee: 0.892% Returned check fee: \$15 Re-connection fee: \$10 (Dial-up customers) \$25 (DSL/Broadband

customers) DSL/Broadband move to a new location or phone number: \$25

Per-hour fee to research/prepare/collect/process defaulted debts: \$85

Excessive and unnecessary billing changes: \$15 per occurrence

#### 11. Domain name billing issues

Coastal Telco Services charges \$50 for moving, registering, or deleting a domain name. Unless you are running your own domain name server, Coastal Telco Services staff must do all Domain Name registrations. We insist on processing any and all DNS requests that reside on our servers. (Our Business and commercial account customers get one free changing of Domain Name information per account).

All domains hosted by Coastal Telco Services or using our DNS servers are kept at Coastal Telco Services until the customer has paid all past debts to Coastal Telco Services. We will not process any request to move any domain for any customer having a past-due amount owed to Coastal Telco Services; and we reserve the right to wait for the check/payment to clear the bank before releasing the domain.

#### 12. Dialup usage – As of June 1, 2014, CTS no longer offers dial-up Internet access

Coastal Telco Services' dialup accounts are of three types: metered, unmetered and dedicated. Metered: Customers prepay for a designated number of hours per month depending on their current plan. Any overtime incurred will be billed for in the following month. Coastal Telco Services makes a reasonable effort to track usage but is not responsible for notifying customers when they have reached their limits. Unmetered: Customers prepay for normal interactive Internet usage. Extended interval sessions that are either idle or running only email checks, pings, servers, or other automated functions may be terminated. Dedicated: Customers prepay for continuous connection to the Internet. Customer will be given a specific phone number with a modem dedicated to their use. Use of the regular dial-up lines is not allowed.

The account holder is ultimately responsible for the account. If someone is using your account, and you are not aware of it, you are still responsible for charges, etc.

#### 13.Local number

Make sure that Coastal Telco Services' dialup number is local to you! Coastal Telco Services can not, and will not be held responsible for phone charges, whether due to error, a telco error, or yours. Always check with your telephone company to insure Coastal Telco Services' number is local to you. Coastal Telco Services will not reimburse for telephone company expenses under any circumstance.

#### 14. Concurrent dialups

Metered accounts may have more than one session dialed in concurrently. All instances of dialin connections will be counted and tracked for measuring total time used.

Unmetered accounts are allowed only one simultaneous session. This means that you may not use more than one of Coastal Telco Services' lines at the same time. If a second dial-in attempt is made the second call will be dropped and e-mail will be sent to the account explaining the reason for the call termination. Dedicated dialup accounts are allowed only one simultaneous session.

#### 15. Disk allotments

Internet customers are allocated five megabytes of disk space for their home directory and web space (50 megabytes for Domain Name customers). Allocated web space is only available upon request. Additional space is available at \$1 per megabyte per month.

#### 16. MOOs, IRCs, MUDs, and other servers

IRCbots or servers may not be run on Coastal Telco Services. Bots found running will be terminated; files associated with them may be deleted. MUDs and MOOs may not be hosted on our system.

#### 17. Bandwidth/CPU usage

You may make whatever material you like available for FTP or WWW as long as it is legal and it does not generate in excess of 150 Megs per day (Personal) or 300 Megs per day (Business). For this reason, we strongly recommend that our customers avoid storing any adult-oriented materials here. If your Internet site suddenly sucks giant amounts of bandwidth, we retain the right to restrict access to it for such time as we deem necessary to maintain availability of bandwidth for all users. Similarly, your actions/processes may not consume an unreasonable amount of system resources/CPU cycles.

#### 18. Network availability

Coastal Telco Services' uptime record is second to none, and when a part of our system (or yours) is down, it is usually because of a telco's error or failed equipment. We cannot refund for temporary service outages, no matter what the cause.

#### 19. Backup of data

Not a rule, but another topic involving common sense: Backups. Coastal Telco Services performs regular, scheduled backups, but nothing in this world is failsafe. If you have something critical to your career or hobby, it makes sense to keep a copy of it locally on your own computer, in addition to ours. Our backups are designed for recovery from serious system failures, not for recovery of files accidentally or intentionally deleted by users.

#### 20. Agreements with Minors

Coastal Telco Services requires that its agreement be made with a person who is qualified to contract. As such, customers must be over the age of eighteen years. Otherwise, a parent or guardian must accept this agreement and assume responsibility for payment to Coastal Telco Services and for Customer's compliance with this agreement.

#### 21. Disclaimers

Coastal Telco Services disclaims any and all responsibility for the loss of, or damage to, any customer data stored on our system, or for any consequential damages related to such loss, damage, or unavailability. Coastal Telco Services' services are provided with no warranty or merchantability or fitness for a particular purpose. In no event shall Coastal Telco Services be liable for incidental, consequential or special damages including, without limitation, loss of data or profits, regardless of whether Coastal Telco Services has been advised of the risk of such damages in advance. By using our services at any time, you unconditionally agree to indemnify and hold harmless Coastal Telco Services from and against loss, suit, damage or claim including reasonable attorney's fees.

#### 22. Limitation of Service

We reserve the right to refuse service to anyone at any time for any reason. In some cases, we may not be able to give advance notice. In short, respect Coastal Telco Services, its customers, and the Internet community.



\* Distance Restrictions Apply

<b>Residential DSL</b>	Internet A	Application
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# Lincolnville Networks, Inc 133 Back Meadow Rd, Nobleboro, ME 04555 207-563-9911

<b>Billing Information:</b>	:
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Name:							
Address:							
City:			State:		Zip:		
Services Packages:	DSL Speed*	No Bundle**		State of Maine		Continental	
Power Plus DSL	10M/2M	\$57.95	or	\$89.95	or	\$99.95	
Power DSL	10M/1M	\$57.95	or	\$89.95	or	\$99.95	
Super DSL	6M/1M	\$47.95	or	\$79.95	or	\$89.95	
Deluxe DSL	3M/1M	\$42.95	or	\$74.95	or	\$84.95	
Standard DSL	768k/768k	\$37.95	or	<b>\$69.95</b>	or	\$79.95	
*DSL speeds are distance sensitive. Not all plans are available in all locations **Phone service is required for DSL service ***State & Federal taxes and fees and surcharges not Included***							
\$25.00 Proce	essing fee + mode	em fee (includes	taxes	) must be included w	ith thi	s application	
	Please make ch	ecks payable to	o Lino	colnville Networks,	Inc.		
Monthly fees will be	e billed by Tidewa	ter Telecom, Lin	colnv	lle Networks or Linco	olnville	e Communications	
Email: Username:       @tidewater.net       Password:         Additional email accounts may be added at mail.tidewater.net       Must be at least 5 characters plus one number					plus one number		
Installation Information:							
Installation Date Reque	sted:		_ (ple	ease allow 5 business	s days	6)	
Phone number where DSL will be provided:							
Service Location:		<u> </u>					
Daytime Contact Phone	:						
Contact Email Address:							
I agree to pay a \$99 fee* if DSL service is discontinued for any reason in the first year I have read and agree to the <u>DSL Service Agreement</u> and <u>CTS Terms and Conditions for Service</u>							
Signature:							
Name (Please Print):				Date:			
Signature:							
Must be 18 years or older *This fee is required by the National Exchange Carrier Association (NECA)							