



notes \_\_\_\_\_

plat ID \_\_\_\_\_

dist/staff \_\_\_\_\_

ref # \_\_\_\_\_

307.682.2519 fax

visionary communications, inc. • po box 2799 • gillette, wy 82717 • 888.682.1884

**1 customer information**

your name: \_\_\_\_\_ name as listed in directory if choosing voice

authorized party: \_\_\_\_\_ tax id/ss: \_\_\_\_\_

mailing address: \_\_\_\_\_

billing city: \_\_\_\_\_ billing state: \_\_\_\_\_ billing zip: \_\_\_\_\_

phone/day: \_\_\_\_\_ fax/night: \_\_\_\_\_

install address: \_\_\_\_\_ install city: \_\_\_\_\_

phone bill #: \_\_\_\_\_ phone line for DSL: \_\_\_\_\_ home users typically main phone line

**BILLING E-MAIL ADDRESS:** \_\_\_\_\_ additional emails available on request (up to 10); we email invoices on the 25th of each month; please notify us of email changes

username: \_\_\_\_\_ pass: \_\_\_\_\_

**2 data service pricing and selection**

	Visionary/mo*	Qwest/mo	Total/mo	Term	Notes
ADSL 1.5Mbps up to 1544k/896k	<input type="checkbox"/> \$14.95	\$28.00+tax	\$42.95	12 months	DSL COMES ON A SINGLE INVOICE
1.5Mbps Standalone up to 1544k/896k	<input type="checkbox"/> \$49.95	one bill	\$49.95	12 months	DSL COMES ON A SINGLE INVOICE
ADSL 3-7Mbps up to 7Mbps/896k	<input type="checkbox"/> \$14.95	\$38.00+tax	\$52.95	12 months	DSL COMES ON A SINGLE INVOICE
3-7Mbps Standalone up to 7Mbps/896k	<input type="checkbox"/> \$59.95	one bill	\$59.95	12 months	DSL COMES ON A SINGLE INVOICE
15Mbps Intense 15Mbps/1Mbps	<input type="checkbox"/> \$49.95	one bill	\$49.95	12 months	where available, SINGLE INVOICE
15Mbps Intense Standalone 15Mbps/1Mbps	<input type="checkbox"/> \$64.95	one bill	\$64.95	12 months	where available, SINGLE INVOICE

\* standalone has \$50 activation

**3 modem purchase/installation options**

- rent 1 port modem for \$6/mo\*
- purchase 1 port Eth/USB modem for \$79.95 rather than rent\* (1 yr warranty)
- purchase 4 port wi-fi modem for \$99.95 rather than rent\* (1 yr warranty)
- request professional installation at \$80/hour, 1 hr min, typical installation takes 1 hr

\* \$9.99 shipping charge applies to shipped routers

**filters**

\_\_\_\_\_ filters \_\_\_\_\_ wall mount

Please note here how many devices in your home you need to filter. This includes phones, caller ID boxes, alarms, satellite/cable set-top boxes, fax machines, etc.

**4 reserved for future use**

**5 ip information**

<b>dsl type</b>		
<input type="checkbox"/> dynamic	<input type="checkbox"/> st routed	<input type="checkbox"/> st bridged
(if st routed or bridged, must pay for IP) <b>IPs requested</b>		
<input type="checkbox"/> 1 IP, \$5/mo*	<input type="checkbox"/> 4 IPs, \$15/mo	<input type="checkbox"/> 8 IPs, \$25/mo <input type="checkbox"/> 16 IPs, \$50/mo

IP _____
Subnet _____
Gateway _____

**6 customer payment**

services are billed in advance. first invoice for monthly service is pro-rated if less than 20 days remain in billing period.

- cash/check payment**  
paper statements can be requested at a cost of \$1 per month.  **paper statement**
- credit card authorization** (processed on/about the 5th of each month)

card # \_\_\_\_\_ exp date \_\_\_\_\_

name on card \_\_\_\_\_

- ACH authorization** (processed on/about the  5th or the  20th of each month)

I authorize my bank to charge my checking/savings account monthly to pay for service with visionary, at the rate selected to the left or as communicated to visionary staff. this authorization is to remain in effect until visionary has received written notification from me of its termination and I have provided reasonable opportunity to act upon it. I understand I may stop any scheduled payment by written notification to visionary at least three business days before payment is to be made. I further understand that I have up to 60 days from the data of my bank statement to reverse any payment found to be incorrect or in question. A voided check is attached to process ACH.

**7 customer acceptance**

I agree to read and accept the terms of the Acceptable Use and Billing Information posted at <http://home.vcn.com> and the terms accompanying this form. I assume responsibility for familiarity with the contents of Visionary policies and will review the home page for updates. I recognize that Visionary maintains the right to modify and/or update these policies as needed. I may cancel up to three days after signing agreement. I agree not to share Internet service with outside parties. I recognize that acceptance of this agreement does not obligate Visionary to provide requested service, that all speeds reflected on this contract represent a target speed, and that my service will be up to that speed. My signature below serves as a letter of agency for purposes of Qwest and other carriers for ordering and provisioning. I authorize Visionary to run a credit check at its expense. I authorize Visionary to select a new service for me if they feel a better option exists. If I cancel my account after the 5th of the month, I forfeit the remainder of that month's fees. a \$200 buyout fee is applicable if service is disconnected or changed during term.

signature: \_\_\_\_\_ date: \_\_\_\_\_

effective 6/1/10

**dsl residential form**

### Visionary Voice and Data - Terms and Conditions

1. Throughout this agreement you, the customer, will be referred to as "Customer" and Visionary Communications, Inc. will be referred to as "VISIONARY".
2. **LIMITATIONS ON 911 EMERGENCY CALLING.** The Service provides access to 911 Emergency Services only on stationary devices that are (a) approved equipment or connected to approved equipment (if the approved equipment must be connected to other equipment in order to function with the service), (b) connected to an approved Internet connection and (c) at a Visionary approved Service Address (location on the Service Order or updated with a Visionary representative or via website.) In those instances, 911 calls will be routed over the Internet and PSTN to a Public Safety Answering Point (PSAP.) The PSAP to which the call is directed will be based on the Server Address and phone number (TN) listed on the Customer account. Visionary shall send a confirmation to the Customer once the 911 Emergency Services have been provisioned and are ready for use.
3. **LIMITATIONS TO 911 EMERGENCY SERVICES.** 911 Emergency Service described herein are different from traditional 911 or Enhanced 911 dialing. 911 Emergency Services using Voice over Internet Protocol are NOT GUARANTEED. Customer will not have access to 911 Emergency Services (a) if all of the aforementioned conditions are not met, (b) if the service fails for any reason including, without limitation, failures caused by incorrect or improper installations, power outages, Internet connectivity interruptions (such as degradation, packet loss due to heavy use, equipment malfunctions or any service outage) and (c) until Visionary has completed the 911 Emergency Services update and sent the confirmation to the Customer Service Address or address where the Customer receives mail. It is the Customer responsibility to ensure the Service Address is updated and current at Visionary. Visionary has no control or responsibility with regards to the answering of 911 calls at the PSAP, the manner in which they are answered by the PSAP and disclaims any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result.
4. **911 EMERGENCY SERVICES UPDATE PERIOD.** The update period for 911 Emergency Services is three business days from either (a) the time the Customer TN is available at the Service Address or (b) the effective Port Date (defined as the date the Customer TN is moved from the previous Service Provider.) In these instances, 911 emergency calls will not be routed to any PSAP or to the incorrect PSAP, which may not be able to assist Customer with an emergency.
5. **911 SERVICE ADDRESS INFORMATION.** Use of 911 Emergency Services at a temporary or unconfirmed Service Address constitutes misuse of the Visionary Voice Service. Such misuse may route the Customer call to the incorrect PSAP, a PSAP that may not receive the appropriate caller information to assist the Customer in an emergency situation. Taxation is based on the Service Address maintained at Visionary. Customer acknowledges that there is no right to privacy with respect to transmission of TN, Customer name and Service Address when the Service is used for 911 Emergency Services purposes by anyone at the Service Address.
6. **RESPONSIBILITY OF CUSTOMER.** It is the responsibility of the Customer to notify all potential users of 911 Emergency Services at the Service Address access to 911 may be limited or non-functional due to conditions described above. Customer recognizes that misuse of 911 Emergency Services may result in non-recurring charges on the Customer invoice. Visionary recommends that Customer always have an alternate means of accessing 911 Emergency Services nearby, such as a cellular phone. Use of Service outside the continental US is at the Customer's own risk. Customer agrees to use Services provided in a lawful manner.
7. **EQUIPMENT.** All Equipment is and shall remain the property of Customer unless rented or leased from Visionary as noted on the Order Form. It is the Customer's responsibility to maintain said Equipment, protecting the Equipment against spikes or brownouts through the use of an Uninterruptible Power Supply and to troubleshoot equipment jointly with Visionary in the event of a Service outage. Equipment required for effective voice or data Service shall be referred to as Equipment, and is not meant to include any Customer provided equipment.
8. **PAYMENT.** Customer shall pay Visionary a monthly fee during the term of this agreement. Customer may choose to be invoiced by US Postal Service or email monthly in advance for all amounts due

and owing to Visionary. All payments are due within 30 (thirty) days after the date of the invoice. Unless otherwise specified in writing by Visionary, payments shall be made payable to "Visionary Communications, Inc." and mailed as directed on the invoice. Credit Card payments are also acceptable. Invoices not timely paid may be subject to a late payment charge of the lesser of one and one-half percent (1.5%) per month, or portion thereof, or the maximum amount allowed by law. Customer account may be terminated and or equipment removed without further notice if payment is not received within 30 days of the invoice date. Visionary will charge a \$200.00 disconnect fee and a \$200.00 reconnect fee on all past-due accounts.

9. **RATES.** Visionary may not increase the monthly rates during the term identified on the Order Form, with the exception of adjustments to cover increases in applicable state and federal taxes charged on underlying circuits during the term on the Order Form. After the term it may be modified, altered or amend the prices upon thirty (30) days' written notice to Customer. After Customer agreement term has ended, new Service pricing may apply. Rates for Services on the Order Form are provided prior to the charging of applicable taxes, not limited to Federal and State Excise Tax, Federal and State USF Tax and State, County and City tax. Changes to the Service may incur non-recurring charges to the Customer and require time for Visionary to enact the requested Change.

10. **TERM.** This agreement is for an initial term provided on the Order Form from the date of actual activation. After the initial term this agreement shall automatically continue from month to month until terminated by either party with at least 30 days prior notice.

11. **CANCELLATION AND TERMINATION LIABILITY.** After the term listed on the Order Form, Customer shall give thirty (30) days' written notice ("Notice of Cancellation") to Visionary to disconnect any Service. Upon cancellation, Visionary will bill Customer for Services for thirty (30) days following the Notice of Cancellation. If Customer terminates this agreement any time after implementation, but before expiration listed on Order Form, Customer will pay an amount of \$200. If Service is terminated by Visionary for violation of the Acceptable Use Policy, Customer shall pay, immediately, an amount of \$200.

12. **VOICE SERVICE.** Visionary Voice Service is an Internet Protocol (IP) application that provides real-time, two-way voice capability using IP over a broadband connection, or VoIP. Service includes all Visionary-provided standard features and any optional services Customer chooses at the Monthly Recurring Charge (MRC) and Non-Recurring Charge (NRC) published at <http://www.vcn.com> when the Customer orders Service. Service and pricing may be changed from time to time and anytime unless such change reasonably appears to result in material and adverse economic impact to the Customer, in which case Visionary shall provide five (5) days' notice to Customer prior to such change.

13. **DATA SERVICE.** Data services associated with the Service Order are provided via cable or wire to the Customer home or business, designed to provide high-speed Internet connectivity. Installation of data service shall include programming the data Equipment, installing the data Equipment within 100 feet of the cable demarcation point and testing to ensure communications with Visionary exists. Installations are warranted for defect for a period of thirty (30) days from date of install if performed by a Visionary employee or contractor. Installations lasting more than two hours will result in an additional charge to the Customer as outlined on the Service Order.

14. **ALTERATIONS.** Visionary may stop offering the service, including any and all of the standard or optional features, may require Customer to pay a charge additional to the Service MRC for any and all features and may modify the charges for the Service by providing five (5) day's advance notice to the Customer. Visionary may modify or alter the Terms and Conditions, which are effective immediately upon posting at <http://www.vcn.com>. The Customer must immediately stop using the Service and Equipment and cancel the Service if alterations are not agreeable to the Customer. Continued use of the Service constitutes acceptance of those alterations.

15. **CALL BILLING.** Customer agrees that Visionary is providing Service as a bundled package, and that call billing or call details records are available only upon written request to Visionary, and at Visionary's discretion to provide. Customer agrees that usage over and above the bundled package will result in additional MRC charged to Customer.

16. **UNSUPPORTED USE.** The Service does not provide 0+ calling, including without limitation collect, third-party billing or calling card calls. Home security systems and other non-voice communications equipment such as fax machines, modems and monitoring devices may not be compatible with the Service.

By accepting these Terms and Conditions, Customer waives any claim against Visionary for interference with or disruption of such systems due to incompatibility.

17. **TECHNICAL SUPPORT.** Visionary shall provide support to the Customer for the Services Provided. Customer accepts that this support shall terminate at the Local Area Network (LAN) port or the wi-fi interface for Equipment.

18. **DATA PERFORMANCE.** Speed of data Service listed on the Service Order are listed as the fastest available speed, and do not include factors like Layer 2 overhead, network congestion, etc. As such, these speeds are listed as a descriptor of the data Service, and not as a guaranteed speed. Customer recognizes that the Internet is not controlled by Visionary, and that any performance of the Internet beyond Visionary's network is best-efforts and is without warranty. Excessive use of the data Service may result in termination of Service to Customer and application of Termination Liability described in Section 10.

19. **NUMBER PORTABILITY.** In the event Customer ports a TN for the Service from another voice vendor or carrier, the following terms shall apply: (a) Customer hereby authorizes Visionary to process the order for voice Service and to notify Customer's telephone company of the decision to switch Customer's TN, local and long-distance services to Service, and represent that Customer is authorized to take this action, (b) Customer agrees and acknowledges that porting a TN takes an average of ten (10) days but may take up to thirty (30) days from the date of receipt at Visionary, (c) Customer agrees and acknowledges that installation of equipment prior to the port date does not allow for calls to be made or received prior to the port date, (d) Customer agrees that the installation of equipment prior to the port date is essential to limit Service interruptions during the porting process.

20. **WARRANTY.** A Limited Warranty for Equipment is provided by Visionary to the Customer if the Customer has chosen to lease Equipment as part of the Service. The Equipment is warranted to be free of manufacturing defects for a period of one year from the date shipped (not to include any equipment shipped to replace original Equipment.) This Limited Warranty covers only the basic operation of the Equipment, and does not warrant compatibility and interoperability of Equipment with any computer, operating system or networking equipment. If the Equipment due to manufacturing defect before the year term expires, Visionary will replace or repair it, at its option, without charge, as long as the Customer (a) notifies Visionary by calling into Tech Support and (b) returns the Equipment within 21 days from replacement ship date. Visionary will make options available to the Customer for replacement of leased equipment after the one year warranty term at expense to the Customer. Equipment purchased by the Customer in place of lease shall have no warranty from Visionary for the equipment, and must pursue replacement by the manufacturer. This Limited Warranty does not cover defects due to defacement, misuse, abuse, neglect, improper use, improper electrical voltages, repairs by others, modifications, accidents, fire, flood, vandalism or acts of God and the elements. This Limited Warranty is in lieu of all other warranties, however arising, and all such other warranties are hereby disclaimed.

21. **DISCLAIMER OF WARRANTIES.** Except as specifically set forth in these Terms and Conditions, the Service and Equipment are provided without warranties of any kind, either express or implied, including without limitation, warranties of title, non-infringement, merchantability or fitness for a particular purpose. No advice or information given by Visionary, its affiliates, agents, contractors or their respective employees will create any warranty. Customer assumes total responsibility for use of the Service and the Internet and access the same at the Customer's sole risk.

22. **LIMITATION OF LIABILITY.** Neither Visionary, its affiliates, agents nor contractors will be liable for any indirect, incidental, special, reliance, punitive or consequential damages or for any lost profits or revenue or costs of cover relating to the Service, Equipment, 911 Emergency Services, or these terms and conditions, regardless of the legal theory under which such liability is asserted and regardless of whether Visionary has been advised of the possibility of any such liability, loss or damage. The repair or replacement remedy set forth in Section 20 above is the only remedy available with respect to the Equipment. The Outage Credits set forth in section 23 below is the exclusive remedy available with respect to the voice Service. Visionary's total aggregate liability arising from or related to these terms and conditions will not exceed the total paid by Customer as part of the Voice Service and associated Service Order.

23. **OUTAGE CREDITS.** The voice Service shall have access to Outage Credits in the event of a sustained period or combination of shorter period that exceed a threshold of 2% downtime, also to be referred

to as 98% uptime. Outage Credits shall be calculated at the base bundled package rate, multiplied by hours Service is not available (rounded up to the nearest hour and subtracted from 14.4 hours designed to cover Service maintenance.) To receive an outage credit, Customer must email [billing@vcn.com](mailto:billing@vcn.com) with a request for such credit within thirty (30) days of the month the downtime was experienced. Routine maintenance and periodic system repairs, upgrades and reconfigurations, public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes and other situations, including mechanical or electronic breakdowns may result in temporary impairment or interruption of service. As a result, Visionary does not guarantee continuous or uninterrupted service and reserves the right from time to time to temporarily reduce or suspend service without notice.

24. **PERSONAL INJURY, DEATH AND PROPERTY DAMAGE.** In addition to and without limiting or restricting Section 3 above, Visionary, its affiliates, agents and contractors (including without limitation, any Service Provider providing Emergency Services or access to same) will not have any liability whatsoever for any personal injury to or death of any person, for any loss, damage or destruction of any property relating to the use, lack of access to or provision of 911 Emergency Services. To the maximum extent permitted by law, Visionary's liability to Customer on account of any act or omission of Visionary related to these terms and conditions (excluding claims related to 911 Emergency Services covered in the previous sentence) will be limited to actual damage to real or tangible personal property, or bodily injury or death directly caused by Visionary's willful misconduct or gross negligence. Except for damages described in the previous sentence, Customer will not be entitled to any other damages, including indirect or consequential damages, regardless of the form of action.

25. **INDEMNIFICATION.** Customer agrees to indemnify Visionary, its affiliates, agents and contractors against all third-party claims, liabilities, costs and expenses, including reasonable attorney's fees, relating to or arising out of 911 Emergency Services (including without limitation, those situations described in Sections 2, 3 and 6 above), the Service, the Equipment or its installation and these terms and conditions.

26. **PRIVACY.** Voice Services utilizes, in whole or part, the public Internet and third-party networks to transmit voice and other communications. Customer acknowledges and understands that Visionary cannot guarantee that voice over IP communications is completely secure. Visionary is not liable for any lack of privacy which may be experienced with regard to the Service. Customer's purchase of Service is subject to local, state and national laws, and Customer authorizes release of usage data to allow Visionary to be compliant hereunder.

27. **CHOICE OF LAW.** These terms and conditions and the associated Service Order shall be governed by, enforced and construed in accordance with the laws of the State of Wyoming.

28. **MISCELLANEOUS.** These terms and conditions may not be assigned, not any obligations hereunder. If any term contained herein is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of these terms and conditions will be construed as a waiver of any of its rights hereunder. All terms and conditions that should survive termination of these terms and conditions will so survive. These terms and conditions constitute the entire agreement between Customer and Visionary with respect to the subject matter hereof, and supersede all prior oral or written agreements or understandings relating for same. These terms may be altered through an agreement by both parties in the form of an amendment or notes on the Service Order, executed by both parties. Customer will not be eligible for any discounts or promotional offers other than those are available at the time of Service Order.

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Authorized Signature

Date

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Print Name