



57 EVERETT STREET  
WARREN, RHODE ISLAND 02885  
401.247.1250

Dear Customer,

We would like to take this opportunity to welcome you to Full Channel High-Speed Internet. Below is the information needed for setting up your e-mail accounts, servers, and Technical Support numbers. We hope you enjoy your experience on the Internet through your High-Speed connection.

**E-MAIL:**

You are entitled to seven (7) e-mail accounts. We are able to enter up to sixty-four (64) characters, (that includes the @FULLCHANNEL.NET portion of your e-mail/login. Your password may consist of up to twenty-three (23) characters.

The technician will provide you with a form to fill out; this form will contain a location for the e-mail addresses and temporary passwords of your choice. Please give this form to the technician before he leaves your home/office for activation of your account. This takes up to 24 hours. Once your account is setup you may change your password at <http://www.fullchannel.com/myaccounttools/>

There are several ways to access your e-mail accounts. The easiest is Webmail. To access Webmail, please click the "Webmail" link at the top of: [www.fullchannel.net](http://www.fullchannel.net)

To access your email using an email client program (such as Microsoft Outlook or Apple Mail), please visit the support section of our Web site for configuration instructions and a list of supported email programs.

**WEB SPACE:**

Along with your unlimited use to the Internet and seven (7) E-mail accounts, you also receive 30MB of Web space. You may access your web space by typing the information below. If you need assistance with setting up your web space or how to go about using your web space you may contact Technical Support, the numbers are listed below. For more information you may also visit the support section of: <http://www.fullchannel.net>.

FTP Login (for uploading): [home.fullchannel.net](http://home.fullchannel.net)  
Public Web Space: [http://home.fullchannel.net/~your\\_login](http://home.fullchannel.net/~your_login)

**Customer Service Team:**

24/7 Customer Support: (401) 247-1250

Best regards.  
The Full Channel Support Team



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### **Service Agreement for Full Channel High-Speed Internet**

This Full Channel Services Agreement (the "Services Agreement") constitutes your agreement with Full Channel TV, Inc., 57 Everett Street Warren, RI 02885, (hereinafter "we", "our", "us", or "Full Channel", an Internet access/transmission service (the "Service") as it pertains to your (hereinafter "you", "your", or "Customer") use of the Full Channel Internet Access Service at your residence or place of business.

**Full Channel Service: Services Agreement:** We agree to provide to you, and you agree to accept from us, our Full Channel High-Speed Internet service (the "Service" or "Cable Express") for a single cable connection at your residence or place of business. By ordering and using the Service, you and all members of your household and their guests or your employees agree to be bound by and are obligated to use the Service under and in compliance with the terms and provisions of this Services Agreement. We reserve the right, at our discretion, to change, modify, add or remove the terms of this Services Agreement at any time. Notification of changes in service will be posted on the Full Channel web site [www.fullchannel.com/help](http://www.fullchannel.com/help) or sent to you via E-mail. Your use of the Service after such notice shall constitute your acceptance of such modification(s) as an amendment to this Agreement. To the extent permitted by law, you waive any and all objections you may now or hereafter have to the enforceability to this Services Agreement against you, specifically including, but not limited to, any objections or claims that it is a shrink-wrap or contract of "adhesion."

**License:** During the term of this Services Agreement, we grant you a non-exclusive, non-transferable, limited license to use the Service to access the Internet. Except for the license granted herein, all rights, title and interest in "data" accessed by you in all languages, formats and media throughout the world, including all copyrights and trademarks therein, are and shall continue to the exclusive property of Full Channel and other contributors of data. If you are a residential customer, your right to use Full Channel extends to all members of your household. If you are a business, the right to use Full Channel extends to all of your employees; however you also agree that your use is limited to one cable connection at a time per account unless otherwise agreed in writing with us.

**Customer's Use of Full Channel Network:** You agree that the Service may only be used for lawful purposes. Transmission of any material in violation of any federal or state statute or regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening, indecent or obscene, or material protected by trade secret. You agree not to use the Service, including but not limited to, the cable modem/power supply and any software provided by us for any illegal, abusive or fraudulent purpose, or to achieve unauthorized access to any computer systems, software, data or other copyright or patent protected material. If you do, you acknowledge that you may be referred by Full Channel to appropriate law enforcement agencies and your service may be terminated.

You also agree not to resell or redistribute access to the Service in any manner. The prohibition on resale of access includes, but is not limited to the provision of E-mail, FTP and Telnet access, or any other Internet access or website hosting services.

**Protection of Passwords:** No Resale: You are responsible for the use of you account(s) and the confidentiality of your password has been stolen, lost or otherwise compromised. You must notify Full Channel of any known or suspected unauthorized use (s) of the your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or credit card information.

**IP Addressing:** We will provide you with a dynamically assigned IP address as a component of the single-user service. You agree not to alter, modify or tamper with the IP address or those of any other person connected to the Service. We will recover the IP address upon disconnection, discontinuance or termination of the Service. We reserve the right to disconnect or reclassify the Service to commercial grade for failure to comply with any portion of this Agreement. Static IP addresses are available to you for an additional fee.

**Age of Customer:** If you are less than 18 years of age, the Agreement must be accepted by a parent or legal guardian who is responsible for all charges and bears all liability related to the use of the Service account(s). By accepting this Agreement, the parent or legal guardian recognizes that Full Channel does not control content or subject matter of data or other information available on the Internet, and agrees to supervise any access to the Internet by minors.

**Home Computer:** In order to receive and utilize the Service, you must own a computer with a 233 MHz Pentium® or compatible microprocessor and 64 MB of RAM (minimum), and Microsoft Windows 95® or a higher version. Apple®, Macintosh®, or Windows NT® systems may also be supported.

In order to receive and utilize the Service, your computer must meet the following minimum requirements:

Windows PC:

- 233Mhz Pentium® or compatible processor
- 64 MB RAM
- Microsoft Windows 98® or greater

Mac:

- PowerPC or Intel processor
- 32MB RAM
- Mac OS 8.6-9.2.2 OR Mac OS X 10.0 or greater

Other:

Other system configurations are unsupported but may work. The following operating systems are unsupported by Full Channel but may be configurable to connect to our network: Microsoft Windows NT 4.0 or greater, Mac OS 7.1-8.0, Linux, BSD Unix.

**Ownership and Use of Equipment: Software License:** Leased cable modems, cables and power supplies will at all times be Full Channel property. You agree to immediately return to us in good condition upon disconnection of Service all such leased equipment\* subject to reasonable wear and tear. You will use reasonable care to avoid damaging the cable modem and power supply, and will not move, relocate, alter, sell, lease, license, assign, encumber or otherwise tamper with the equipment. If the equipment\* is not returned to us in good condition immediately upon termination of Service, you will be charged and agree to pay us \$495.00 for

its replacement. We further grant you a limited, non-exclusive license to use any software we provide for your use in connection with the Service only. This license terminates upon termination of this Agreement, or disconnection of Service.

*\*Except for the Ethernet interface card supplied and installed in your home computer and any other third-party products purchased through Full Channel, which are and will remain your property. We shall have no responsibility or duty to install or remove the Ethernet card.*

**Installation:** Either you or an authorized technician are solely responsible for installing the Ethernet/network interface card in your home computer. When any software associated with the Ethernet card and/or the cable modem is installed on your home computer, the system files may be modified. The opening of your home computer and/or the installation of software may disrupt the normal operations of your home computer or cause the loss of files. Neither we nor your installer shall be held responsible for any such loss. FOR THESE AND OTHER REASONS, WE RECOMMEND STRONGLY THAT YOU BACKUP ALL FILES PRIOR TO INSTALLATION.

**Access and Interruption of Service:** We will make a reasonable effort to make the Service available to you twenty-four (24) hours per day, seven (7) days per week. It is possible that there will be interruptions of Service. The Service is an Ethernet-like protocol service spread over a shared network. You share with other users a finite amount of bandwidth. We will manage the Service to provide appropriate bandwidth for as many customers as possible. **However, you acknowledge and agree that the Service may be temporarily limited, interrupted or curtailed due to system capacity limitations imposed or experienced by the underlying communications carriers, governmental actions, force majeure, or because of temporary equipment or systems failures or modifications, upgrades, maintenance, repairs or similar activities required or appropriate in connection with the delivery or improvement of the Service.** The Service should not affect the video programming portion of your cable television service. Any problems with your video programming services should be reported to Full Channel by telephone.

**Customer Support:** We will provide you with technical support, which can be accessed by telephone or by e-mail. Support may also be provided via software provided by us. We do not provide support for the Service when you use other hardware or software. The telephone numbers and e-mail addresses for support services, as well as hours of operation, are printed in the Services Guide and are available on-line at [www.fullchannel.com/help](http://www.fullchannel.com/help). If you use or modify the hardware or any software we supply to you, or the equipment requires a visit to your residence or place of business for repair or correction, we reserve the right to charge you for the visit and labor required to correct the situation.

**No Liability for Obscene or Other Offensive Content, Pornography, Etc:** You acknowledge and understand that we only provide access to the Internet. We do not publish (other than e-mail messages that we may from time to time send you regarding the Service and the Full Channel website), control, monitor, or restrict the information, programs, e-mail, videos, chat room, interactive gaming or other material that is available to your residence or place of business through the use of the Internet. **You may find material available to be shocking, profane, abusive, and/or offensive. You may, in fact, find some material to be obscene, sexually explicit, or otherwise indecent. You recognize that Full Channel is not responsible for this material, and acknowledge that you have been notified that such material is present.** You are solely and exclusively responsible and at risk for (i) all Internet content accessed via the Service by you and other members of your household or business and their guests, and (ii) providing suitable adult supervision of any person who is less than eighteen (18) years of age and used the service at your residence or place of business to access the Internet. You agree that we are not in any manner responsible for any claims, losses, actions,

damages, suits or proceedings arising out of or otherwise relating to such content accessed using the Service.

**No Liability for Parental Empowerment Software;** You may wish to consider installing blocking and filtering software developed by others that empower parents and teachers to restrict their children's and students' access through the Internet to objectionable or inappropriate material, and protect or prohibit them from corresponding with criminals or disclosing personal or other information. You acknowledge that we do not publish such software, and agree that we are not in any manner responsible for the effectiveness of these blocking and filtering technologies.

**No Attacking, "Spamming" or Infringement of Others Rights:** You agree not to publish on or over the Internet any content, which violates or infringes upon the rights of any other person. You also agree not to use the Service or cable modem for any illegal purpose, to achieve unauthorized access to another party or person's computer systems, software, data or other copyright or patent protected material (commonly referred to as "hacking," "cracking" or "denial of service attacking"). You agree not to interfere with the use of the Service or the equipment by other customer or disrupt the Service backbone network nodes or network services. You also agree not to send unsolicited mail to our subscribers without our explicit written permission for each instance of communication. You further agree not to upstream-unsolicited distribution lists in e-mail or other mass unsolicited e-mail (commonly referred to as "Spam"). Your violation of any of these promises is grounds for immediate termination of Service and this Agreement. If a third party, regarding the suitability of your content, challenges us, we may, at our sole discretion, suspend your access to the Internet. We assume no liability whatsoever for any losses, claims, damages, expenses, liabilities or costs (including legal fees) arising out of or in connection with allegation, claim, suit or other proceeding based upon your use of the Service or our Equipment or any third party which infringes the copyright, patent, trademark, trade secret, or other industrial or intellectual property rights or contractual rights of any third party.

**No Liability for Unauthorized Access: Encryption; File-sharing:** We treat communications and data traffic on or through our service as strictly confidential and do not access, use or disclose contents of private communications, except in limited circumstances as compelled or permitted by law. However, since the Service is a shared network used by subscribers to video programming and our Service which provides access to the Internet (and beyond such network the Internet does not provide security) It is possible that others may access or monitor your data traffic. You acknowledge that the Internet systems use publicly accessible facilities to transmit voice and data communications, and that the Service may accordingly not be completely private. Accordingly, we do not warrant that any data or files sent or received by you over the Service will not be subject to unauthorized access by others or that other users will not gain access to your home computer. We are not liable to you for any claims, loss, damages or cost that may result from your lack of privacy on the Internet by virtue of you use of the Service. In addition, the Service may be configured to disable peer-to-peer networking/file-sharing. You acknowledge the extreme security risks to your computer and the privacy of your data files associated with such networking. Moreover, if you choose to run applications, which permit others to gain access to your computer, you do so at your own risk and should take appropriate security measure. For these and other reasons, you may want to consider **installing third-party authentication-encryption and/or firewall software to protect your drives and data/e-mail files.** We extend no warranty and accept no liability with respect to the effectiveness of such software.

**No Liability for Viruses/Spyware/Adware:** We make no representation or warranty that any software installed on your home computer or which you may download from the Internet, any on-line service provider or other information provider does not contain any viruses, spyware, malware, or other harmful content.

**Other Charges: Credit Card Charges:** You understand and acknowledge that you may incur other costs and expenses for certain information, products and service from persons, firms or entities other than us, including with limitation such on-line Service including but not limited to America Online® or MSN: The Microsoft Network®. You agree that you shall be solely and exclusively responsible and liable for all such charges, which are in addition to the fees and charges payable to us. With respect to any Internet based transactions that you undertake or participate in through the Internet, you are solely and exclusively responsible to make the payments in connection with such transactions and to protect the security of all credit information from unwanted or unauthorized charges. We shall not have any liability or responsibility to you in connection with Internet-based transactions, unauthorized use of your credit or debit cards, credit availability or information or your personal or financial information.

**General Disclaimer of Warranties and More Limitations of Liability; Indemnity:** You hereby acknowledge that we exercise no control whatsoever over the content of the information passing through Full Channel network. Occasional interruption or irregularities in the service may occur. We provide High-Speed Internet to you on an “**as is, as available**” basis, **without warranty of any kind, expressed or implied, including, but not limited to the warranties of performance, merchantability and fitness for a particular purpose. This disclaimer of warranty expressly includes any reimbursement for loss of income due to disruption of service by Full Channel or another Internet service provider(s).** You further acknowledge that use of the Service or any information obtained via the Service is at your sole risk, and that we shall not be liable to you for any direct, indirect, or exemplary, incidental, indirect’ special, or consequential losses or damages relating in any way to demands or claims involving or arising in any manner out of: (a) your use of, inability to use, or failure to perform research or related work, or to work properly, the Internet, Internet data, or the Service, (b) inaccurate or poor quality Internet data obtained through the Service, (c) loss of data resulting from delays, non-deliveries, mis-deliveries or service interruptions, and (d) the installation, maintenance, failure, removal, or use of the cable modem and Ethernet card equipment or cancellation of Service. You further agree to indemnify and hold harmless Full Channel Service.

**Billing: Payment Obligations for Full Channel Service:** Billing and payment provisions for the Service, including the set-up and monthly recurring charge are set forth in the Service Guide pricing schedule which is incorporated herein by reference, or as otherwise agreed to in writing by the parties. You also agree to pay all applicable federal, state and local fees or taxes. We have the right to terminate your Service if an invoice from us is not fully paid when due and impose a late fee of not more than 5% on any outstanding amount as a one-time late charge, at our discretion, for failure to pay all bills within 30 days of billing. We may charge a reasonable service fee for all returned checks and bankcard or charge card charge-backs. If you discontinue the Service or are disconnected, you agree to pay a reconnect charge before reconnection. You will be responsible for all expenses (including reasonable attorney’s fees) incurred by Full Channel in collecting any unpaid amounts due in accordance with this Agreement, we also reserve the right to change from time-to-time the amount of the monthly Service fee and any other applicable charges upon reasonable advance written notice to you. In no event shall such notice be less than ten (10) prior to the effective date of such change. All charges are exclusive of sales, use and other taxes, which are your responsibility.

**Terms and Termination:** This Services Agreement shall become effective at such time as you first use the Service, and shall continue in force until a period of not less than one (1) month has expired, at which time it shall renew itself indefinitely on a month-to-month basis until terminated by either party upon thirty (30) days written notice by either party. Full Channel, in its sole business judgment, may terminate this Agreement immediately or suspend your access to the Service upon any breach of this Agreement by you, including, but not limited to, refusal or failure to pay for services provided or disruptive on-line behavior. Upon termination for any reason, we reserve the right to delete any data left by you on Full Channel-owned and controlled computers.

**Effect of Agreement:** This Agreement embodies the entire understanding between you and Full Channel with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, oral or written, relating thereto.

**Force Majeure:** Full Channel's performance hereunder is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostility, civil disorder, fire, explosion, power failure, equipment failure, industrial or labor disputes, inability to obtain the necessary equipment and supplies and the like.

**Severability:** If one or more of the paragraphs in this agreement are found to be unenforceable or invalid, your and Full Channel's agreement on all other paragraphs is unaffected.

**Notices:** Except as otherwise provided herein, you may provide notice to us of any matters affecting this Services Agreement at the address provided in the preamble hereto.

**Governing Law:** This Agreement shall be governed by and construed under United States Federal law and Rhode Island state law.

**Waiver:** Failure of any party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

## INSTALLATION AGREEMENT AND DISCLOSURE

I hereby authorize Full Channel and their representatives to work on my computer system as described below. They may install the necessary materials (both hardware and software) into this computer. They may operate the equipment for purposes of testing, trouble-shooting or any other cause necessary to complete the installation. It is also acknowledged that Full Channel and their representatives are not responsible for any loss of data from storage devices within the system, such as fixed drives or floppy disks. (Proper back-up procedures should be taken in advance by the equipment owner/user to facilitate the restoration of data in the event that such a need may arise.)

### \*\*\*\*\*IMPORTANT\*\*\*\*\*

**I acknowledge that an integral part of this installation procedure and normal operation of a computer system is the performance of regular back-ups. Full Channel and their representatives will not perform a back-up of my primary hard disk drive, and I hereby release Full Channel and their representatives from any lost material, data, software, or hardware.**

#### **BACKUP OPTIONS**

I understand that backup is/was my own responsibility and hold Full Channel and their representatives in no way responsible for any loss that may occur.

#### **RECOMMENDED COMPUTER REQUIREMENTS**

I understand that Full Channel modem service may not work on my computer system if the proper hardware and software is not presently and properly installed. I do not hold Full Channel and/or their representatives responsible now nor will I expect a refund of installation fees if the service fails to work properly on my system.

#### **DISCLAIMER OF WARRANTY: LIMITATION OF LIABILITY**

Customer expressly agrees that the use of the service is at customer's sole risk. Neither Full Channel, its affiliates, subsidiaries, nor any of their respective employees or agents warrant that the service will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from use of the service, or as to the accuracy, reliability or content of any information, service or merchandise provided through the service. Full Channel, its affiliates and subsidiaries do not endorse or warrant, and shall not be responsible in any regard for any merchandise or services ordered through the service or other commercial transactions, and customer shall indemnify Full Channel, its affiliates and subsidiaries for all liability in connection therewith.

The service, equipment and software are provided on an "as is" basis without warranties of any kind, either expressly or implied, including but not limited to warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties that are implied by and incapable of exclusion, restriction or modification under the laws applicable to these terms. Neither Full Channel, its corporate parents, affiliates or subsidiaries nor any of its suppliers shall have any responsibility with regard to the operation or repair of customer's computer, or for any loss of data by customer, however caused.

**INDEMNIFICATION**

Customer agrees to defend, indemnify and hold harmless Full Channel, its affiliates, subsidiaries, and their respective officers, directors, employees and agents, from and against any and all claims and expenses, including reasonable attorney's fees, arising out of or related in any way to the use of the service by customer's account or equipment.

**PROMOTIONAL PERIODS**

During promotional periods the terms and conditions of the Full Channel High-Speed Internet Agreement may change. Please ask your Customer Service Representative, what conditions apply to your account at the time of your activation. During any promotional period, which includes free service or installation, should a customer disconnect, their account will be charged the usage for the time you were active and for the installation cost.



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Please sign this page for the Service Agreement and Installation Agreement and return to Full Channel

**I have read and agree to the terms and conditions of the Installation and Service Agreements.**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Installer

**Computer System Installation was performed on:**

Was the Computer on, in Standby, or off, upon arriving: \_\_\_\_\_

Model/Type \_\_\_\_\_

Laptop: \_\_\_\_\_ Desktop: \_\_\_\_\_ (Macintosh: \_\_\_\_\_ OS Version \_\_\_\_\_)

Processor Speed: \_\_\_\_\_ Ram: \_\_\_\_\_

Operating System: Windows version \_\_\_\_\_ Mac OS 9 Mac OS X

Ethernet Card Installed: PCI \_\_\_\_\_ ISA \_\_\_\_\_

Anti-Virus software installed, active and updated: Yes \_\_\_\_\_ No \_\_\_\_\_

Where there any errors, virus's or missing files: Yes \_\_\_\_\_ No \_\_\_\_\_

If yes please describe:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Did the Technician Install the Ethernet Card: Yes \_\_\_\_\_ No \_\_\_\_\_

**Please fill out this form completely and clearly. You are allowed up to 64 characters for your e-mail addresses. Your address may not begin with a number; it must begin with a letter. All addresses are lower case letters, capital letters are not allowed. If you would like to use symbols in your e-mail address the only symbol allowed at this time is an underscore ( \_ ). Your password must be at least 4 characters long and go up to 23 characters.**

When you are first installed for the High Speed Internet Service your E-mail accounts will take up to 24hours to activate. Once your account is activated on the Full Channel system, any changes you would like to make will be done immediately, there will be no 24 hour waiting period. Please copy this information down in a safe place.

Please give the lower half of this form to the technician and keep the upper half for your records.

E-mail Address: \_\_\_\_\_ Password: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Password: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Password: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Password: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Password: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Password: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Password: \_\_\_\_\_

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This information must be returned to the office for activation of your e-mail accounts. There is a 24-hour waiting period to check for availability, if the e-mail is unavailable the office will contact you.

Customer Name: \_\_\_\_\_

Customer Address: \_\_\_\_\_

Customer Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Password: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Password: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Password: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Password: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Password: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Password: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Password: \_\_\_\_\_