



**Border to Border Communications, Inc.- FALCONNET
Application for Broadband Wireless Internet Access Service**

Please fax this application to (830) 896-9660, or mail it to Border to Border Communications; 718 Alpine Drive; Kerrville, TX 78028. If you have any questions about this application please call 936-2000 or 1-800-706-7376, or send an e-mail to customers@border2border.com.

Account Information

Name	_____
Business Name (if applicable)	_____
Mailing Address	_____
	City _____ State _____ Zip _____
Service Location (if different than mailing address)	_____

Daytime Phone Number	_____
Other Contact Phone Number	_____
Social Security Number	_____
<input type="checkbox"/>	I have received the Internet Service Agreement. (This box must be checked to process your application.)

Service Plans (select one)

Plan	Max Download	Max Upload	Monthly Charge
<input type="checkbox"/> Velocidad de 768	768K	512K	\$59.95
<input type="checkbox"/> Velocidad de 1500	1500K	512K	\$89.95

***Installation fee of \$99.00 is applicable for all new service -
This fee will be billed to the Border to Border account number referenced above**

Setup includes connection for one computer with entry through an outside wall and up to ten feet of interior cable. Any additional interior cable and/or setup services will be \$75.00 per hour. **NO CONTRACT REQUIRED**

Customer is required to provide a Network Interface Card. These are available from Border to Border for \$35.00.

All rates are subject to change without notice.

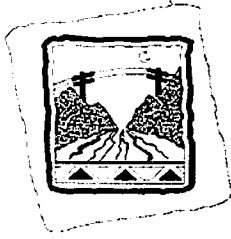
E-Mail Address

_____@falconnet.com	Alternate _____
Password _____	
Your e-mail address will be used for your e-mail log in. Please provide an alternate choice in case your first choice is already taken. We will contact you if you must use your alternate choice. Your e-mail should be between 3 and 8 characters, and your password should be between 6 and 8 characters. Please do not use any special characters.	

Additional E-Mail Addresses* (Optional)

Second Additional E-Mail Account	Free <input type="checkbox"/>	Third Additional E-Mail Account	\$2.00 <input type="checkbox"/> (per month)
E-Mail Address	_____	E-Mail Address	_____
Alternate	_____	Alternate	_____
Password	_____	Password	_____

Signature _____ Date _____



Border to Border Communications, Inc.

Billing and Payment Options

Name _____ Date _____

Billing Phone Number 956-936- _____

Service Location Information

Street Address (where service is to be installed) _____
City _____
Driving Directions _____

Payment Options

Services will be billed to your Border to Border Telephone Billing	
Select One:	<input type="checkbox"/> Month to month <input type="checkbox"/> A year in advance
<input type="checkbox"/> Bank Draft	<input type="checkbox"/> Credit Card - Visa/Mastercard only
Checks and Money Orders Accepted	

Credit Card and Bank Draft Information

Border to Border Communications gladly accepts credit cards or bank drafts for payment. If you would like to pay your bill by credit card or bank draft each month, please complete the information below. Border to Border will charge your credit card or bank account on the 10th of each month. Please note, when you receive your bill and pay by credit card or bank draft each month, your bill will not show that you have chosen to pay by credit card or bank draft, but will show an amount due. Please disregard the amount due, as Border to Border will charge your credit card or draft your bank account for that amount.

Name as it appears on the card _____

Billing street address and zip code for the card _____

Credit card number _____

Expiration date _____

Credit card type: (Please select one) MasterCard Visa

Name as it appears on the bank account _____

Street address & zip code for the bank account _____

Banking Institution Name _____

Routing Number _____

Bank Account Number _____

By signing below I authorize Border to Border Communications, Inc. to charge my credit card or bank account, using the above provided credit card information, in accordance with my selection in the "Payments Options" section of this form.

Signature _____ Contact # _____

Thank you!

Questions? Give us a call at 936-2000 or 1-800-706-7376.

Border to Border Communications Internet Service Agreement

Read this agreement carefully before using our Internet services.

A. INTRODUCTION

Border to Border Communications, Inc. ("Border to Border") provides its Internet services, as they may exist from time to time ("Services"), to users who pay a monthly service fee to subscribe to the Services ("Customers") as well as to those who access some of our Services but do not have accounts ("Visitors"). By establishing an account or using the Services, you agree to be bound by this Agreement and to use the Services in compliance with this Agreement, our Acceptable Use Policy and other policies.

If you do not agree to the terms and conditions of this Agreement, including any future revisions, you may not use the Services and if you are a current Customer, you must terminate your use of the Services under Section I.

B. CUSTOMER SUBSCRIPTION REQUIREMENTS

Customers must be at least 18 years old. Local access dial-up numbers may not be available in all areas. You are solely responsible for determining if use of a particular dial-up number will cause you to incur long-distance, toll, or other charges. Border to Border is not responsible for any long-distance, toll, or other telecommunications charges you incur. Toll-free (800 #) and simultaneous login access costs are extra. Current prices for Border to Border's Internet Services are posted throughout our website at <http://www.falconnet.com/> and <http://www.border2border.com>. These rates may also be obtained by calling 1-800-706-7376. Border to Border reserves the right to change prices and institute new fees at any time.

C. PAYMENT OBLIGATIONS

- a. Customers must (i) provide Border to Border with accurate and complete billing information including legal name, address, telephone number, and credit card/billing information, and (ii) report to Border to Border all changes to this information within thirty (30) days of the change. Customers are responsible for any charges to their account.
- b. Customers having questions regarding charges to an account should contact Border to Border's Customer Service Department at 1-800-706-7376. All charges are considered valid unless disputed in writing within sixty (60) days of the billing date. Adjustments will not be made for charges that are more than 60 days old.
- c. Charges are billed to Customers' credit cards or debit cards, as applicable, each month for the basic service and any additional usage or services. Border to Border is not responsible for any charges or expenses (e.g. for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by Border to Border.
- d. If paying by check, payments are due within 16 days after the date on the bill or postmark date of the bill, whichever is later. Accounts are considered delinquent 30 days after the date on the bill or postmark date of the bill, whichever is later.
- e. If you pay for Services through a prepayment plan, automatic billing described above shall only apply to the charges not paid for through the prepayment plan.
- f. Delinquent accounts may be suspended or canceled at Border to Border's sole discretion; however, charges will continue to accrue until the account is canceled. Border to Border may bill an additional charge to reinstate a suspended account. If an account is suspended for nonpayment, Border to Border will unsuspend the account once payment is received unless the Customer notifies Border to Border that the account is to be terminated.

D. CUSTOMER'S ACCOUNT, PASSWORD, AND SECURITY

Upon registration, Customers receive a username, password, and account designation. You and members of your household or business, if you have purchased a business Dial-up account, are the only authorized users of your Border to Border Internet account and must comply with this Agreement. You must keep your password confidential so that no one else may access the Services through your account. You must notify Border to Border immediately upon discovering any unauthorized use of your account.

Using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited. Email accounts exceeding the Customer's allotted email space may, at Border to Border's discretion, be

Border to Border Communications Internet Service Agreement

transferred to a compressed temporary file or storage. Border to Border may delete the temporary file from the server 60 days after notifying you. Any free Web site exceeding the amount of space allotted to such Customer may be suspended until the Customer reduces the disk space usage to the amount of space allotted or less or purchases additional megabytes. Any free Web site exceeding the traffic limits for such Customer will be billed for excess traffic. You may establish a commercial or high-volume account by calling 1-800-706-7376.

Customers agree not to use any automatic method to avoid inactivity disconnect or to otherwise maintain a connection unless actively using it. Customers agree not to provide any public information services over a dial-up connection.

Border to Border may change its POP numbers at any time. Border to Border reserves the right to direct Customer to use certain numbers to access the Service or to restrict use of specific access numbers. Usernames, passwords, and email addresses are Border to Border's property and Border to Border may alter or replace them at any time.

E. SERVICE MONITORING

Border to Border has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if Border to Border, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly; or protect itself and its Customers. Please see our Privacy Policy. Border to Border may immediately remove your material or information from Border to Border's servers, in whole or in part, which Border to Border, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy.

F. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

EXCEPT FOR CERTAIN PRODUCTS AND SERVICES SPECIFICALLY IDENTIFIED AS BEING OFFERED BY BORDER TO BORDER, BORDER TO BORDER DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. BORDER TO BORDER HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BORDER TO BORDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. BORDER TO BORDER MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH BORDER TO BORDER OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY BORDER TO BORDER OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. BORDER TO BORDER AND ITS EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICES OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, BORDER TO BORDER'S CUMULATIVE LIABILITY TO ANY CUSTOMER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING A ONE YEAR PERIOD.

G. WEB SITE USAGE

Our site on the World Wide Web with its home pages in the domain "falconnet.com", "border2border.com", "border2border.net" or any other site operated by Border to Border (the "Web site") is a complimentary information service offered by Border to Border at no charge to users.

We may provide links on the Web site to other Web sites that are not under our control. In general, any Web site that has an address (or URL) which does not contain "falconnet.com", "border2border.com", or "border2border.net" is such a Web site. These links are provided for convenience only and are not intended as an endorsement by Border

Border to Border Communications Internet Service Agreement

to Border of the organization or individual operating the Web site or a warranty of any type regarding the Web site or the information on the Web site.

You may provide a hypertext link to our Web site on another Web site, provided that: (a) the link must be clearly marked "Border to Border Falconnet" or "Border to Border Communications", (b) the link must "point" to the URL "<http://www.falconnet.com/>" or "<http://www.border2border.com/>" and not to any other pages within the Web site, (c) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with our name and trademark(s), (d) the appearance, position, and other aspects of the link may not create the false appearance that an entity is associated with or sponsored by Border to Border, (e) the link, when activated by a user, must display this Web site full-screen and not within a "frame" on the linked Web site, and (f) Border to Border may, in its sole discretion, revoke consent to link to our website at any time. All other hypertext links to the Web site must be approved in writing by Border to Border.

Some portions of the Web site are made available for the free exchange of ideas by participants and are not regularly monitored nor moderated by Border to Border. Border to Border assumes no responsibility and makes no warranty that it will undertake to screen or remove such material. You agree to hold Border to Border harmless from all claims based upon the materials posted by others. Also, in exchange for availing yourself of the opportunity to upload or provide information to this site and any associated chat rooms or discussion areas, you will indemnify Border to Border from any claims made by third parties regarding the material that you provide. Personal information posted by you to the Web site is posted at your own risk. Border to Border will have no liability arising from use of that information. You shall not use the Web site to distribute or publish any advertising of goods or services, solicitations for funds, or other commercial messages. You agree that you will not post, upload, or otherwise introduce a virus or other harmful code onto the Web site.

Your posting of material on the Web site or providing material to Border to Border to use on the Web site will be deemed to be a grant by you to Border to Border of a license to the material to include the material on the Web site and to reproduce, publish, distribute, perform, display, and transmit the material and to prepare derivative works as may be reasonably necessary to do so, and you waive all rights of attribution and integrity with respect to the material.

H. TERM OF AGREEMENT

Continued use of the Services constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the Services or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the Services and, if you are a Customer, to terminate your account.

I. TERMINATION

You may terminate your account at any time and for any reason by providing notice of intent to terminate to Border to Border by:

- Registered or certified mail, return receipt requested addressed to Border to Border Communications, Inc., 718 Alpine Drive, Kerrville, TX 78028; or
- Telephone calls directed to Customer Service at 1-800-706-7376.

Your termination will only be complete upon your receipt of a cancellation confirmation number from Border to Border. Charges to your account will stop accruing the day Border to Border provides you with a cancellation confirmation number. Based on your billing cycle, charges accrued prior to your termination may apply after you receive a cancellation confirmation. If your account included space on Border to Border's servers, anything stored on this space will be deleted upon termination.

Without prior notice, Border to Border may terminate this Agreement, your password, your account, or your use of the Services, for any reason, including, without limitation, if Border to Border, in its sole discretion, believes you have violated this Agreement, our Acceptable Use Policy, or any of the applicable user policies, or if you fail to pay any charges when due. Border to Border may provide termination notice to you by: e-mail addressed to your e-mail account or by US Mail or courier service to the address you provided for the Services. All notices to you shall be

Border to Border Communications Internet Service Agreement

deemed effective on the first (1st) calendar day following the date of electronic mailing or on the fourth (4th) calendar day following the date of first-class mailing or deposit with a commercial courier service.

Sections C, D, F, and J of this Agreement shall survive termination of this Agreement.

J. JURISDICTION

This Agreement is governed by Texas law without regard to conflict of law provisions.

The federal and state courts located in Texas alone have jurisdiction over all disputes arising out of or related to this Agreement and the Services. You consent to the personal jurisdiction of such courts sitting in Texas with respect to such matters or otherwise between you and Border to Border, and waive your rights to removal or consent to removal.

K. MISCELLANEOUS

This Agreement, the Acceptable Use Policy, the Privacy Policy, and Border to Border's other user policies posted on Border to Border's Web site constitute the entire agreement between you and Border to Border with respect to your use of the Services.

Border to Border may revise, amend, or modify this Agreement, the Acceptable Use Policy and any other user policies and agreements, at any time and in any manner. Notice of any revision, amendment, or modification will be posted on Border to Border's Web site (<http://www.falconnet.com/>) or (<http://www.border2border.com>) and/or on Customer's start pages and/or by e-mail and/or in our various publications and mailings to Customers.

Last Revision Date: October 20, 2005