



New Mexico Internet Access, Inc.

Rate Schedule for Internet Account Services for Individuals

What We Provide

The monthly charge is \$20 when paid for in a 6-month block, or \$25.00 per month when paid monthly, tax included, for a single user dial-up account, for up to 200 hours or so of connect time at any hour of the day. An account includes both PPP and shell access to use email, ftp, telnet, a full usenet feed, and supports Internet Explorer, Netscape, Eudora and other client programs, 5 Mb of no quota on line storage, and a home page on the WorldWide Web. There is no sign up fee and we do not send paper bills unless requested.

When Will This Account Be Created?

An account usually will be created the same day we receive the signed Terms and Conditions agreement and payment for at least the first month's service.

Email Address

Your worldwide email address will be "username@nmia.com", where "username" is any name you choose with at least 3, and no more than 8, characters. It should appear as all lower case, no quotes or spaces.

Modems

Our modems are compatible with the V.90 PCM standard (56k, K56Flex). We also have analog modems which are 28.8/33.6 Kb, V.34, conform to V32, V32bis, V42, V42bis, MNP, LAP-M, but will work well with 14.4 Kbaud modems. Lines are set to accept 8 bit, 1 stop bit, no parity communications (VT-100). You should set hardware flow control on both your modem and your comm port.

Newsgroups

We presently feed about 15,000 usenet news groups, including alt.*. Any new ones specifically requested will be added. We are not able to filter.

NMIA's Connection to the Net

NMIA is directly connected to the Internet via T1 lines. We supply the high speed Internet access for several other communities within New Mexico. Special types of service can be arranged for business or personal use, at negotiated rates, for special heavy use dedicated line service, high speed digital data service, frame relay (56 Kb, T1), Megabit DSL, Clearwire wireless, and ISDN connections. Please contact our office to discuss these services.

Agreement

All accounts require the Terms and Conditions form signed by the user and payment for at least the first month's service. We require positive identification of our users. Broadcast, inappropriate or multiple posting, or unsolicited multiple email advertising is prohibited and severely sanctioned on our systems. We will call with your password and information about login, usually the evening of the day we receive the agreement.

Payments

All payments should be made by personal check, money order, or credit card information mailed with the agreement to this address.

New Mexico Internet Access, Inc.
2201 Buena Vista SE Suite 311
Albuquerque, NM 87106
(505) 247-0888

URL: <http://www.nmia.com>
Email: help@nmia.com



New Mexico Internet Access, Inc. Terms and Conditions (Individual)

New Mexico Internet Access, Inc. will provide access to specific services for the user/subscriber only in exchange for payment of the fees set out in the current Rate Schedule, and full compliance, by the subscriber, with the terms and conditions defined in this document. Payments must be received by New Mexico Internet Access, Inc. before any services are made available. Continued use of the services after the expiration of the paid up subscription period will obligate the user for fees for that use. No paper bills will be sent unless requested. The fees set forth in the Rate Schedule may be modified 30 days after written notice to the subscriber.

The provided services shall consist of regular telephone dial-up access to a standard user account on one of the computers operated by New Mexico Internet Access, Inc., use of ftp, telnet, smtp, usenet news, various other unix utilities, and up to 10 megabytes of online storage.

The subscriber and New Mexico Internet Access, Inc. agree that each account is primarily for use by the subscriber, and will not be shared with, used by, or sold or transferred to, any other person or entity. The account ID and password will not be given to or used by any other person or entity. The facilities made available by New Mexico Internet Access, Inc. must not be used for broadcast, inappropriate or multiple posting, or unsolicited multiple email advertising. The subscriber will be held responsible for all costs resulting from such behavior, including managing any complaints from the Internet community.

The contents of each subscriber's home directory are considered private, and are not usually monitored by New Mexico Internet Access, Inc. However, New Mexico Internet Access, Inc., because of the nature of its multi-user systems, and because they are connected to a worldwide network, and for other reasons, cannot guarantee secrecy or privacy of any file, information, or activity on their systems. Therefore, the subscriber should not expect such secrecy or privacy. Further, it is the sole responsibility of the subscriber to back up personal files as protection against accidental loss.

Access to wide area networks, such as NSFNET, ARPANET, MILNET, and the larger network of networks known as the Internet, can be gained through an account on a New Mexico Internet Access, Inc. computer. Such wide area network access is not granted in return for payment of the fee for an account. Internet access is a privilege made available by each network, through New Mexico Internet Access, Inc. only to those who comply with the terms in this document and who use the network connections in accordance with the customs, policies, and intent of the Internet community. Any misuse of the wide area network connection will be cause to terminate that connection and the user's account, where misuse is in the sole judgement of New Mexico Internet Access, Inc.

The subscriber agrees and understands that connection to the networks, NSFNET, ARPANET, MILNET, USENET and others can provide access to systems, files and discussions that contain language, materials, and subjects that are intended for adult audiences. For this and other reasons, subscribers of record must be not less than 18 years of age and by signing this agreement accept this caveat and waive any claim against New Mexico Internet Access, Inc. which otherwise might arise from such use.

The subscriber agrees and understands that information and files available from or obtainable through New Mexico Internet Access, Inc. or the networks to which it is connected, may be invalid, inaccurate, intentionally misleading or maliciously destructive. New Mexico Internet Access, Inc. makes no representation or warranty of any kind, either expressed or implied, regarding the accuracy, validity, or utility of any file, data, program, or information residing on or passing through any of its computers or any networks to which they are connected. Use of any such files or information will be at the subscriber's own risk.

The subscriber is required to use the account and services provided by New Mexico Internet Access, Inc. in accordance with and as permitted by all applicable local, state, and federal laws and regulations, knowledge of which is the subscriber's responsibility. Termination of a subscriber's account and privileges may be immediate, without notice, on discovery of any violation of the terms or conditions, or of any misuse of the account, or any suspicion of illegal activity, or any attempt to compromise security, discover any password, or gain access to any account or file to which the subscriber is not entitled. We cooperate with all law enforcement.

The subscriber agrees to indemnify and hold harmless New Mexico Internet Access, Inc. from any and all lawsuits, judgements, decrees, costs and expenses, and any attorney fees arising from the subscriber's actions or use of the services provided by New Mexico Internet Access, Inc. The total liability of New Mexico Internet Access, Inc. for damages from any breach of contract or failure to supply services shall be limited to an amount equal to the payment made for services for the current month.

This agreement represents the complete agreement and understanding between the subscriber and New Mexico Internet Access, Inc. and supersedes any other written or oral agreement. If any provision of this agreement is found to be unenforceable, all other terms shall remain in effect. This agreement may be modified only in writing and any such modification must be signed by New Mexico Internet Access, Inc. and the subscriber. This contract may be terminated by either party 7 days after written notification to the other party or by email with return acknowledgement.

Subscriber's Signature _____ Contact Phone _____ Date _____

Subscriber's printed name _____ Desired username _____ (3-8 characters, lowercase)

NMIA USER SERVICE AGREEMENT

Username _____@nmia.com (3-8 letters, lowercase, no spaces)

Internet Account (Please check all that apply)

Office Code _____

Primary dialup account: <input type="checkbox"/> \$25.00 per month / \$120.00 per 6 months <input type="checkbox"/> Dedicated dialup account (fulltime connectivity) \$145/mo. ISDN account: <input type="checkbox"/> bandwidth on demand \$25/mo + \$.50/b-chan hr over 50 hours <input type="checkbox"/> ISDN single-channel (64kbps) dedicated connection \$145/mo. <input type="checkbox"/> ISDN dual-channel (128kbps) dedicated connection \$250/mo. Frame Relay: <input type="checkbox"/> 56kbps \$120/mo. <input type="checkbox"/> 128kbps \$250/mo. <input type="checkbox"/> 256kbps \$350/mo. <input type="checkbox"/> 512kbps \$450/mo. <input type="checkbox"/> T1 \$750/mo. DDS or Frame T1 setup fee, \$1000. Co-located host service: <input type="checkbox"/> \$300/mo.	One-time fees \$ _____	Monthly charge \$ _____
Additional Services (Please check all additional services that apply.) <input type="checkbox"/> Domain name _____ One-time \$25 setup fee, <input type="checkbox"/> Domain name _____ \$5 ea. per month, <input type="checkbox"/> Domain name _____ registration pd by owner. <input type="checkbox"/> Email account _____ \$5 ea. per month <input type="checkbox"/> Email account _____ <input type="checkbox"/> Email account _____ <input type="checkbox"/> Secure server account \$5 ea. per month <input type="checkbox"/> Additional Full Internet dialup account _____ \$20 ea. per month <input type="checkbox"/> Additional Full Internet dialup account _____ <input type="checkbox"/> Static IP address/block (# of IPs) _____ \$5 ea per month <input type="checkbox"/> Other _____	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
Note: Carrier line service, equipment, domain registration, and installation charges will be charged directly by the vendor, and are not reflected in this service agreement.	Total one-time fees \$ _____	Total monthly charges \$ _____

PAYMENT INFORMATION: ALL ACCOUNTS MUST BE PRE-PAID BEFORE ACTIVATION

- Check Monthly Credit Card Credit Card **One Time Charge** amt: \$ _____
 Cash Semiannual Credit Card Invoice (See Invoice Terms and Conditions below)

CREDIT CARD INFORMATION (Please fill out this section only if you are paying by credit card)
 I authorize NMIA or its authorized agents to charge my credit card account each billing cycle for the account(s) as specified herein, and as appropriate for all services rendered. **This authorization is valid until revoked in writing, with at least ten- (10) days prior notice to NMIA.**

MC VISA AMEX
 Please Print Name (as shown on card): _____
 Card Number: _____ Expires: _____
 Cardholder's Signature: _____

PERMANENT ADDRESS: (PLEASE PRINT, BLACK/BLUE INK OR TYPE, NO P.O. BOXES):

Full or Contact Name: _____ Company Name (if applicable): _____
 Physical Street Address: _____ City: _____ State: _____ Zip: _____
 Home #: () _____ Business #: () _____ Fax #: () _____
Mailing address if different from above:
 Address: _____ City: _____ State: _____ Zip: _____

NMIA Invoice Terms and Conditions

- Discount rates do not apply to invoiced accounts. All services are charged at regular rates.
- Invoices are submitted for a minimum of \$120.
- Invoices are payable upon receipt. Amounts not paid within 30 days of due date are subject to a 2% late fee per month.
- New Mexico State gross receipts taxes will be charged where applicable unless a certificate of tax exception is provided upon request.
- NMIA reserves the right to submit invoices at any time for services rendered. Invoices are normally submitted in advance.
- Purchase orders are the sole responsibility of the customer requesting services from NMIA, Inc. If purchase order numbers must be requested on a recurring basis, please provide all necessary information below or on a separate form.
- Payments received will be credited against the current invoice, and any balance due will be carried to the next invoice.
- It is understood that these terms and conditions may not be superceded by any terms or conditions contained within a payment or purchase order as a condition of payment, even if payment is accepted as payment on account, unless agreed to in writing by both parties.

By signing this User Service Agreement, I acknowledge:

- Signer listed below has the authority to enter into this contract for the company or entity named above, and is responsible for payment on this account.
- I agree to inform NMIA of any changes in the above information in a timely fashion.

Signature: _____ **Date:** _____