

"The Place Where Quality Counts & Service is Guaranteed"



COOK'S COMPUTER
COOK'S TAX SERVICE
CCP ONLINE
CCP SYSTEMS

P.O. Box 8575
St. Joseph, MO 64508
Main: (816) 232-2838
Toll-Free: (888) 638-2271
Fax: 775-254-0484
support@ccp.com
sales@ccp.com
billing@ccp.com

"Your Friend In the Internet Community"

CCP Online Account Internet Direct Connection (Broadband) Sign-up

Account # _____

Please Print and fill out the following:

ORDER INFORMATION

Date of Birth (DOB) _____

S.S # or Driver's License _____

Business ID# _____

Business Name _____

Street Address _____ Suite/ Floor _____

City _____ State _____ Zip _____

Occupation _____

Referred by _____

Primary Contact Name _____ Phone _____ E-Mail _____

Local Telephone Co Name _____

Installation Contact _____ Phone _____ E-Mail _____

Installation Location _____

Technical Contact _____ Phone _____ E-Mail _____

BILLING INFORMATION

Business Name _____

Contact Name _____

Contact Title _____

Address _____ Suite/ Floor _____

City _____ State _____ Zip _____

Phone Number _____ Fax _____

E-Mail _____

DIRECT CONNECTION SERVICE PACKAGES

Which Plan ISDN64K ISDN128K SWB-ADSL128 SWB-ADSL384
 CEN-ADSL128 NEN-IDSL144 NEN-SDSL192 NEN-SDSL384
 NEN-SDSL768 NEN-SDSL1.1 NEN-SDSL1.5 NEN-REACH384
 NEN REACH768 NEN-REACH1.1 NEN-REACH1.5

Type of Plan BASIC ENHANCED

Equipment Needed YES NO

MASTER ACCOUNT INFORMATION

The Master Email account information will be used for the following:

- Technical support, access to CCP Online systems to create additional Email boxes and change passwords.
- Monthly billing information & post installation communications.

Please choose your username and password. This has to be between 4 and 8 letters or numbers. The username and email must not begin with a number. The password may begin with a number(s).

Full Name
Username
Password

Please choose which METHOD OF PAYMENT:

Automatic credit card debit requires a separate form. Also, Direct Deposit also requires a separate form.

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Check Number
Credit Card Number

Amount Paid
Exp. Date

TERMS AND CONDITIONS

Please read and sign the following agreement

This CCP Online Service Agreement (the "Agreement") is made between the provider of CCP services, Cook's Computer/CCP Online. ("CCP"), and the Customer identified below. CCP services and facilities are provided on the terms and conditions contained herein. Customer and any person using any CCP services or facilities accept these terms and conditions and agree to be bound by them.


- Acknowledgement:** Customer acknowledges and understands that Customer is to receive the services detailed in this Agreement and the Customer is not relying on any affirmation of fact, promise or description from any person or entity, nor any other oral or written representation other than what is contained in this Agreement.
- Installation:** Service installation is complete once CCP verifies Internet connectivity to Customer via a CCP DSL circuit connection to a standalone workstation on the Customer's network. CCP will not be responsible for any LAN equipment, configuration, or connectivity beyond this single point. CCP will return the workstation to original settings if CCP configurations conflict with workstation's LAN connectivity
- User Responsibilities:** Users are responsible for all charges associated with their account. In the event of any unauthorized access to your account, the user MUST notify CCP in writing, e-mail, or by phone; however, the user will remain responsible for all charges until CCP is notified. All accounts are for personal, non refundable. No more than one concurrent user session per account is permitted at any time. The user is prohibited from lending or giving their account password to others.
- Billing and Payment:** CCP shall bill Customer for services rendered at the rates stated herein. Invoices shall include all applicable taxes, service charges, fees and surcharges. CCP shall commence billing upon completion of installation. First and second month payments are billed upon service installation and are due within thirty (30) days of the invoice date. Where applicable, service charges for the first partial month of service will be pro-rated and billed. Authorized monthly credit card payments are charged to Customer's credit card on the customer bill day. Bill day is when customer started with CCP. Past due accounts will be charged a late fee of 1.5% per month on any unpaid past due balance. Delinquent accounts are subject to immediate termination or suspension of services at the sole discretion of CCP. Customer may reinstate services suspended due to nonpayment by paying to CCP within 30 days from the date the suspension commences a the Service Reinstatement Fee plus all outstanding amounts due, including the cost of Direct Connection service that would have been provided during the period of suspension. If the Customer does not choose to reinstate service with 30 calendar days, CCP will deactivate the service without further notice and any applicable Early Termination Fee or other Fees will become immediately due and payable.

- Additional NRC:** if applicable, will apply:

Nonstandard Installation (materials extra)	\$ 60
Standard Inside Move	\$150
Nonstandard Inside Move (materials extra)	\$ 60
Relocation Fee	Same as Installation
Early Termination Fee (per circuit)	\$500
Speed Change (requires technician)	\$100
Downgrading Service (speeds changes only)	\$100
Inside Wiring Repair	\$ 60
Site Survey	\$150



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Facilities Management Riser Connection	\$250
Service Reinstatement Fee	\$100
Missed Appointment	\$150
Rejected Credit Card/Unpaid Check	\$ 20

6. **Domain Name Fee:** Payment for domain name registration fees are paid by the Customer after the first year. Payment for domain periodic maintenance fees are Customer's responsibility. Such fees are not included in the prices for services except for registration after the first year.
7. **IP Addresses:** Upon IP address reassignment or expiration, cancellation, or termination of the Agreement, Customer shall relinquish any IP addressees or address blocks assigned to Customer by CCP.
8. **Term:** This Agreement shall commence on the Effective Date and shall continue for an initial term of one year from the date on which customer's first DSL circuit is installed. After expiration of the initial term, this Agreement shall continue in effect on a month-to-month basis until terminated by either Party upon at least 30 days advance written notice to the other Party.
9. **Termination:** CCP may terminate services immediately upon violation of any term of this Agreement. Upon CCP's discontinuance of services for such violation, CCP shall, in addition to all other remedies available to CCP at law or in equity, assess and collect from Customer any applicable Early Termination Fee. Customer must, at its own expense, return any CCP equipment within ten (10) days of the Termination Date. Otherwise, Customer shall be financially responsible and CCP shall invoice Customer for such equipment, with payment due within 30 days of invoice date. An Early Termination Fee applies if Customer chooses to terminate Direct Connection service any time from the date Customer submits its order until one year after the date on which Direction Connection service is installed. This Early Termination Fee will be waived if (i) Customer cancels its order within 5 business days of placing it; (ii) CCP cannot install Customer's DSL service within 50 days after accepting the order, and Customer chooses not to wait for CCP to complete the installation; or (iii) for a period of more than 20 business days after Customer informs CCP of the problem, Customer's Direct Connection service is inoperative or unable to transport data reliably at the speed accepted at the time of installation, and Customer then chooses to deactivate.
10. **Service Level Credits:** Upon a Customer's request, CCP will credit to that Customer's account an amount equal to the connectivity charges for five (5) times the length of any DSL unscheduled service outage of at least two hours duration, provided that Customer notifies CCP immediately of such outage, and that CCP reasonably determines that such outage was attributable to CCP and not to any actions or inactions of Customer or any third parties (including failure of third party equipment. Customer credit may not exceed one month's service fees in any single calendar month. Customer must request credit in writing or via e-mail the credit within 72 hours of service restoration.
11. **Acceptable Use Policy:** Customer and all of its employees shall abide by the terms of the Acceptable Use Policy set forth at <http://www.ccp.com/legal/acceptableuse.html> and incorporated herein by reference. CCP may immediately terminate services for violation of this policy at any time without giving Customer any advance notice.
12. **Liability and Warranty Disclaimer:** Customer recognizes that CCP cannot control the content transmitted on its network and the Internet and that communications on the Internet may not be secure and may be subject to interception or loss. CCP disclaims liability for, and Customer hereby releases CCP from, all damages (such as business losses, liabilities, costs, attorney's fees and expenses) incurred by Customer arising out of or relating to use of CCP services. Except for the service level credit commitment specifically provided for herein, CCP services are provided "AS IS" without any representations or warranties either express or implied. CCP HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
13. **Indemnity:** Customer shall indemnify and hold harmless CCP from and against any loss, cost, claim, liability, damage, or expense (including reasonable attorneys' fees) to third parties, relating to or arising from the use of CCP services by Customer or any of their personnel, whether or not Customer has knowledge of or has authorized such access or use, including, without limitation, claims for libel, slander, invasion of privacy, infringement of copyright, patent infringement (where Customer or User has used, connected, or combined the Service with the products or services of others), negligence, or tortuous behavior. Customer agrees to indemnify CCP along with any parties from whom CCP obtains network services, and to hold them harmless from any claims resulting from the use of CCP services by Customer that damage another party or violate the law.
14. **Miscellaneous:** This Agreement shall be governed by, construed under, and enforced in accordance with, the laws of the state of Washington without reference to its choice of law principles. For any action or suit to enforce any right or remedy hereunder,

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Agreement, (except for actions to enter or collect on judgments) the parties consent to exclusive jurisdiction and venue in the courts for Buchanan County, Missouri and the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees. In the event of a conflict between this Agreement and any applicable tariff, the tariff shall prevail. . CCP may amend the terms and conditions of this Agreement by giving Customer 30 days' prior notice via publication on the CCP web site. CCP may assign this Agreement by providing written notice to Customer, but Customer may not assign this Agreement without CCP prior written consent that shall not be unreasonably withheld. CCP reserves the right, exercisable in its sole discretion, to expand or reconfigure its service areas and to discontinue any services upon 30 days notice by email or otherwise. This Agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors, and permitted assigns. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

15. **Acceptance: By Signing below, I acknowledge that I have authority to enter into this Agreement on behalf of the Customer, that I have read and fully understand all of the terms and conditions set forth in this agreement, and that I, and any person using any services or facilities provided by CCP to Customer, agree to abide by the terms and conditions of this agreement.**

Customer (Company) Name

Customer Representative (Name)

(X) _____
Customer Representative (Signature) Today's Date: _____

Thank you for choosing CCP Online as your #1 Internet Service Provider (ISP).

Comments

Sales Engineer Initials

Sales Manager Initials

Sales Rep Name

PHONE

EMAIL

Agent Name
