



Internet Access Registration

Thank you for your interest in using Excel.Net as your local Internet provider. This document contains all of the information and forms that you would need to get connected. Please follow the steps below to complete the registration process and we will have you online in no time at all:

1. **Print these forms to your printer so that you are able to fill them out.**
2. **Fill in the information sheet with the appropriate information. We require that you fill in the following fields at a minimum:**
 - Name and address
 - Method of payment
 - Credit card info (if that is the selected payment method)
 - Operating system
3. **The remaining fields will allow us to assist you better if problems occur.**
3. **Read the operating agreement and sign and date the second page**
4. **If you selected Auto-withdrawal as the payment method complete the final form and attach a voided check to the form.**
5. **If you selected cash or check we require the first month's payment prior to setting the account up. Other payment methods will be processed automatically.**
6. **Return all of the above forms to our office and we will process the new account. You can either stop by the office, mail the forms, or fax them. Faxes are only accepted for credit card and automatic withdrawal forms and must include a copy of the voided check for automatic withdrawal.**
7. **We will process the account information, setup your new account and mail you the setup software (FREE of charge), installation instructions, and login information.**

THANK YOU!

2103 Indiana Avenue
Sheboygan/Plymouth: (920) 452-0455
All other areas, toll free: (888) 489-9995
E-mail: sales@excel.net

Sheboygan, Wisconsin 53081
Fax: (920) 452-8118
Web Page: <http://www.excel.net/>



EXCEL•NET

EXCELLENT INTERNET



EXCEL•NET is becoming one of Wisconsin's largest Internet Service Providers. We now offer full Internet access in **15** southeastern counties. With a single monthly charge you receive **FREE** World Wide Web access, **FREE** e-mail accounts, **FREE** chatting, **FREE** file transfers, **FREE** newsgroup access and many additional Internet applications.

Give us a call today and you will receive:

- **NO** initial setup fees
- **FREE** software to get you connected to the Internet
- **FREE** technical support 7 days a week

Rates for access at any speed up to 56K, 365 days a year, 24 hours a day:

- \$180/year - **unlimited time** - no multiple logins allowed
- \$20/month
- \$10/month - 10 hours per month (\$1 for each additional hr)
- \$20/month - 60 hours per month (\$1 for each additional hr)
- \$40/month - 120 hours per month (\$.50 for each additional hr)

All packages must be pre-paid. Credit card, cash, check or auto withdrawal from bank accounts are accepted.



CURRENTLY OFFERING LOCAL DIALUP ACCESS TO ALL HIGHLIGHTED WISCONSIN COUNTIES. CALL TO CONFIRM AVAILABILITY IN YOUR AREA.

The Internet is only one step away so call today!!!

Phone: (920) 452-0455 or Toll-free: (888) 489-9995

Fax: (920) 452-8118 • <http://www.excel.net> • sales@excel.net

2103 Indiana Avenue • Sheboygan, WI 53081

CUSTOMER INFORMATION SHEET

(PLEASE PRINT INFORMATION)



Contact Information	Name:		
	Address:		
	City:	State:	Zip:
	County:	Best time to call:	
	Home () -	Work () -	
	Cell () -	Fax () -	

Additional names allowed to modify account	

Payment Method <small>(Credit card address information required if different from above)</small>	<input type="checkbox"/> Mastercard	<input type="checkbox"/> Visa	<input type="checkbox"/> Discover	<input type="checkbox"/> American Express	<input type="checkbox"/> Cash/Check	<input type="checkbox"/> Auto Withdrawal
	Credit Card Number:					Expires:
	Customer name on card:					CID:
	Address:					
	City:	State:	Zip:			

How did you hear about us?	<input type="checkbox"/> Mailing	<input type="checkbox"/> Newspaper	<input type="checkbox"/> Radio	<input type="checkbox"/> Television	<input type="checkbox"/> Poster	<input type="checkbox"/> Billboard
	<input type="checkbox"/> Yellow pages		<input type="checkbox"/> Excel cust*	<input type="checkbox"/> Other*	* Please include name, so referral credit can be given to existing	
	Name/Other:					

Preferred E-mail Address(es) in order desired	

Contact / Billing Email Address – Only if not Excel.Net assigned	
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Comment/Question	

Do not write below this line

Main Account Information	Dialup name:	Dialup password:		
	Aliases			
Activation Steps	Addcust	Entered	Tax Rate:	Date active:
	Payment: <input type="checkbox"/> Cash <input type="checkbox"/> Credit <input type="checkbox"/> Check #:			
Payment	Payment amount:			

SERVICE INFORMATION SHEET

(PLEASE PRINT INFORMATION)



Wireless - <input type="checkbox"/> Residential <input type="checkbox"/> Small Business	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Description	Next Gen			Standard Wireless			
	Premium	Standard	256K	384K	512K	768K	1024K
Monthly Charges	\$42.95	\$24.95	\$24.95	\$39.95	\$59.95	\$99.95	\$149.95
Radio Rental	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Maximum Speeds	3072/512	1536/384	256/128	384/128	512/192	768/256	1024/256
Included Transfer	150GB	100GB	6GB	8GB	10GB	15GB	20GB
Additional Transfer	\$0.75/GB	\$1.00/GB	\$5.00/GB	\$5.00/GB	\$5.00/GB	\$5.00/GB	\$5.00/GB
Added Features	All plans include up to 4 e-mail accounts and 5 MB personal web page storage						

Wireless - Business	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Description	Next Gen						Standard Wireless				
	6M	3M	T1	Ult	Prem	Std	256K	384K	512K	768K	1024K
Monthly Charges	\$549.95	\$299.95	\$179.95	\$229.95	\$129.95	\$89.95	\$24.95	\$39.95	\$59.95	\$99.95	\$149.95
Radio Rental	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Maximum Speeds	6144/6144	3072/3072	1536/1536	6144/768	3072/512	1536/384	256/256	384/384	512/512	768/768	1024/1024
Added Features	All plans include up to 20 e-mail accounts, Bronze Web Hosting package and unlimited transfer.										

Wireless Term	<input type="checkbox"/> - 3 Years	<input type="checkbox"/> - 2 Years	<input type="checkbox"/> - 1 Year		
Standard Install	FREE!	Business	\$249.95	Business	\$549.95
		Small Business	\$149.95	Small Business	\$299.95
		Residential	\$79.95	Residential	\$159.95
Early Termination	\$200.00 + \$10.00 for each month remaining in initial contract term selected.				

DSL Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Description	Business			Standard		
	Ultimate	Premium	Standard	Ultimate	Premium	Standard
Monthly Charges	\$229.95	\$129.95	\$89.95	\$49.95	\$39.95	\$28.95
Maximum Speeds	6000/768	3000/512	1500/384	6000/768	3000/512	1500/384
Included Transfer	Unmetered	Unmetered	Unmetered	200GB	150GB	100GB
Added Transfer	None	None	None	\$0.75/GB	\$0.75/GB	\$1.00/GB
Added Features	All plans include up to 20 e-mail accounts, Bronze Web Hosting package and unlimited transfer.			All plans include up to 4 e-mail accounts and 5 MB personal web page storage.		
Early Termination	\$200.00 + \$10.00 for each month remaining in initial contract term which is 1 year for all DSL services.					

Dialup Service	Unmetered Dialup Plans, no multiple logins		Dialup plans for multiple simultaneous logins or limited usage		
	<input type="checkbox"/> \$20/month	<input type="checkbox"/> \$180/year - Best Value!	<input type="checkbox"/> \$10/10 hours	<input type="checkbox"/> \$20/60 hours	<input type="checkbox"/> \$40/120 hours
	All plans include up to 4 e-mail accounts and 5 MB personal web page storage. Annual plan will be charged monthly rate if terminated early for number of months service provided.				

E-mail Accounts	Account/E-mail Address	Password	Spam Filter FREE	Virus Filter *
Real Name				
Main Account			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

* Virus filter requires an additional signed agreement. Cost is \$1.00/month for each account with filter active.

Customer Printed Name _____

Customer Signature _____

Date _____

Excel.Net, Inc. Internet Operating Agreement

- 1. INTRODUCTION.** This Agreement is between Excel.Net, Inc. located at 2103 Indiana Avenue, Sheboygan, WI 53081 (hereinafter called "Excel") and "Customer" as noted at the bottom of Agreement. Excel provides access to the Internet information and communication services. This service is accessed through the use of a computer and additional communications hardware. Customer agrees to all terms and conditions outlined below in conjunction with Service Information Sheet.
- 2. DEFINITIONS.** The terms below will be used throughout Agreement to differentiate levels of service and will be interpreted as follows:
- BROADBAND: Accessing the Internet using high speed service including but not limited to fixed wireless or DSL service.
 - RESIDENTIAL, SMALL BUSINESS, BUSINESS: Each item represents a classification of service provided by Excel to access the Internet. Based on service(s) selected customer will be assigned the appropriate classification.
- 3. TERM.** The initial term for Agreement will commence on the date of signup for Customers or the service/circuit installation date for Broadband Customers. The initial term and disconnect fees are provided for on Service Information Sheet. Upon completion of the initial term, service will be provided on a month by month basis. Excel reserves the right to terminate the services of Customer for any violation of the terms of Agreement. If Customer elects to terminate Agreement, notice must be given in writing. Service fees will not be prorated for the month of termination. Customer account will remain active until the end of the current billing period. Customer is required to pay all amounts in full to Excel within thirty (30) days of termination. Accounts not paid within thirty (30) days will be deemed delinquent and subject to collections. Credit balances at time of termination will be refunded only if credit amount exceeds \$10.00. Balances under \$10.00 will not be refunded due to processing costs. Excel shall not be held liable for any incidental or consequential damages that result from the termination of Agreement.
- 4. DISCLAIMER.** Customer agrees use of the Internet is at Customer's sole risk. Excel does not warrant the service will be error-free or uninterruptible and will not be responsible for any damages Customer may incur as a result. The service is distributed on an "as is" and "as available" basis without warranties of any kind. Excel does not warrant that the services will be free from viruses or other harmful components. Excel is not responsible for any of the actions that Customer performs while using the service. Customer agrees to hold Excel harmless from all claims resulting from Customer's violation of state, federal and local laws, including but not limited to copyrighted material. Excel is not responsible for the truthfulness, reliability or nature of content available on the Internet.
- 5. LOGIN/PASSWORD.** Customer will be assigned a login and password with which Customer will use to access the system, and will be responsible for all use of this service under the assigned login and password.
- 6. BILLING.** All billing information will be sent out via e-mail to the primary address for the account or at Customer request an alternate e-mail address. Payment for the basic service is due in advance. Prices listed on Service Information Sheet do not include applicable taxes and are for a period of one month unless stated differently. Speeds shown are in kilobits per second (Kbps) unless noted otherwise and reflect maximum speeds as there are many factors which can affect the actual throughput of the connection and affect speeds achieved by Customer. Charges incurred by Customer beyond the base plan shall be invoiced and paid with the next pre-payment billing.
- 7. PAYMENT.** Customers may pay Excel using cash, check, credit card or automatic withdrawal. A penalty of \$25.00 will be assessed on returned checks or declined debit transactions. Payment not made by Customer within thirty (30) days after the billing date are assessed late charges of the greater of \$5.00 or one and one-half percent (1½%) per month shall be due and payable. Failure to remit payment may result in suspension of service, or be reason for termination of Agreement without notice to Customer and at the sole discretion of Excel. Customer is responsible for all fees, no matter how much usage on the service until terminated as specified above. If Customer account is in default, Customer agrees to pay all collection charges incurred in the collection of the amounts that you owe under this agreement - including but not limited to the charges of any collection agency to which we may refer your account. In the event the account is referred to an attorney, Customer agrees to pay all charges and expenses, including reasonable attorney's fees and court costs, to the extent permitted by law.
- 8. WIRELESS EQUIPMENT.** Equipment installed for wireless service will at all times remain the property of Excel. Customer shall pay the full retail cost or the repair/replacement cost of any lost, stolen, unreturned, damaged (by lightning or other means), sold, or transferred equipment. In addition, Customer will be liable for all costs incurred by Excel in obtaining or attempting to obtain any such equipment, including but not limited to collection costs to insure full cost of equipment recovered.
- 9. WIRELESS INSTALLATION.** All Customers installation will include a standard mount, antenna, lightning arrestor and standard labor. Residential Customer installation fee will include fifty (50) feet of cable. Small Business and Business Customers installation fee will include one hundred (100) feet of cable. Business Customers installation fee will include a router with Ethernet connections if required. In the event that special construction or additional equipment is needed to complete the installation, Customer will be responsible for charges associated with such items including materials and labor. Excel will inform Customer of additional charges prior to starting the installation. Customers moving service to a new location will be charged the installation fee again for the new location.
- 10. WEB PAGE STORAGE.** Customers will receive five (5) megabytes of storage on Excel's server at no additional charge. Broadband Business Customers will receive twenty (20) megabytes of storage on Excel's server at no additional charge in lieu of base five (5) megabytes. Additional storage is available on all plans at an added fee. Additionally, upgraded plans may include added capabilities such as scripting or SSL service. These are not available with Customers base storage plan.
- 11. IP ADDRESSES.** Customers will be dynamically assigned an IP address. Business Broadband Customers may request a block of up to 8 IP addresses as required with plan. Additional IP address blocks are available to Business Broadband Customers for an added fee as needed. Single static IP addresses are available to Residential and Small Business Customers for an added fee as needed. Customer acknowledges that all addresses remain the property of Excel and in the event of termination will be returned to Excel for reassignment.
- 12. RESTRICTIONS.** Customers, except Broadband Business Customers, are prohibited from running servers including but not limited to web, mail, and ftp. Customer agrees service is for use by the individual or company represented in Agreement and service will not be resold without prior written consent of Excel. Customer is prohibited from using Excel's service to send unsolicited advertising or promotional materials (commonly known as SPAM or UCE) over the network. Customer's total transfer will be limited to as outlined on Service Information Sheet. Customer that exceeds that amount will be billed the additional rate also found on Service Information Sheet.
- 13. ELECTRONIC DATA.** Excel agrees to store all electronic data without charge for thirty (30) calendar days at which time it may be eligible to be purged. Excel does not guarantee storage of data larger than five (5) accumulated megabytes of space for e-mail purposes. Excel does not guarantee storage of data larger than contracted amount for Customer's web page storage. Excel will not be responsible for loss or non-delivery of electronic data.
- 14. PURCHASES.** If Customer chooses to order merchandise, services or information from through the Internet, Customer is solely responsible for payment of said items. Excel is not a party to these transactions and makes no warranty or guarantee for Customer's satisfaction of these items.
- 15. EQUIPMENT.** Excel offers equipment for customer purchase. These items include but are not limited to Ethernet adapters, routers, surge suppressors, DSL modems and wireless access devices. This equipment carries the manufacturer warranty where applicable and will not be replaced by Excel. Customer will need to contact manufacturer for details on such equipment.
- 16. PROTECTION PLANS.** Protection plans activated at any time other than the initial installation of service will not be in effect until two (2) calendar months after the plan activation date. Plans activated at the time of installation are immediately active. All timeframes defined require immediate availability by Customer during Excel service call attempt. Adverse weather including but not limited to high wind, lightning, or heavy snow, may result in unsafe working conditions and at Excel's sole discretion delay service call past defined timeframe. Service plan covers and is limited to Excel-provided onsite hardware. Customer's liability of damaged equipment as defined in section 8 is negated in situations determined by Excel to have non-negligent and non-willful cause if one of the plans below is active on the account. Excel defines each protection plan as follows:
- SERVICE PROTECTION: Service calls to Customer's location will be prioritized but with no guaranteed timeframe.
 - EXPRESS PROTECTION: Service issues reported by Customer and approved by Excel for service call prior to 1:00pm Mon through Fri will have same-day service call performed by Excel. Issues reported and approved after 1:00pm will have same-day service call attempted, and where that is determined to be infeasible by Excel will have next business day service call performed.
 - REAL-TIME PROTECTION: Service issues reported by Customer and approved by Excel for service call will have a service call performed within four (4) hours of the approval.
- 17. TELEPHONE CHARGES.** Customer is responsible for telephone charges associated with accessing our service and is responsible for ensuring that the Customer is accessing the service through the proper location(s). Excel is not responsible for long distance or other charges resulting from Customer connecting to the service.
- 18. CONTRACTS WITH MINORS.** Customers must be at least eighteen (18) years of age to subscribe to our services. An adult who will be legally responsible for that contract must sign contracts for minors.
- 19. INDEMNIFICATION/RELEASE.** Customer, its agent, successor agrees to indemnify and release Excel, its affiliates, employees, agents or subcontractors from any liability for any claims, losses, actions, damages or suits arising from the installation, use or termination of Excel services.
- 20. GOVERNING LAW AND VENUE.** The laws of the State of Wisconsin shall govern the terms of Agreement. The parties hereto stipulate and agree that the exclusive venue for the resolution of all disputes concerning this Agreement shall be Sheboygan County, Wisconsin.
- 21. MODIFICATIONS.** Excel reserves the rights to modify this agreement at its sole discretion and with ten (10) days prior notice to Customer. Notice of changes does not need to be in writing but may be handled by web site, e-mail or other means.

Date

Business Name (if applicable)

Customer's Printed Name

Customer's Signature

Virus Filter Addendum

- 1. INTRODUCTION.** This is an agreement between ExcelNet, Inc. (hereinafter called "Excel") and "Customer" noted on front of agreement covering the E-mail Virus Scanning Service ("Service") which Excel will furnish to the Customer.
- 2. SERVICE.** The Service uses anti-virus software to scan every e-mail message that is received by the Excel's e-mail scanner. The software is provided by a major vendor or vendors and is updated frequently. The purpose is to eliminate dangerous attachments such as executable files, script files, and files hiding their true nature with various tricks. The Service cannot and does not guarantee elimination of viruses. Among other things, the Service does NOT do the following:
- Protect against encrypted files or files compressed with unusual compression methods.
 - Reduce or eliminate spam. See our separate Spam Filter service for this functionality.
 - Protect against messages which succeed in passing directly and bypass our e-mail scanner.
 - Protect against viruses where the Customer connects to other e-mail systems, such as AOL, Yahoo, MSN, Hotmail, etc.
 - Protect against viruses received from web sites, downloaded files, FTP, floppy discs, CD-ROMs, DVDs or any other method besides e-mail. This includes no protection against viruses received as a result of clicking on a link embedded in an e-mail. We scan the e-mail, but cannot and do not scan any locations to which an e-mail may link.
 - Protect against any virus which has not been identified (normally a new virus) and therefore is not in our anti-virus software (although updated frequently).
- 3. FORCE MAJEURE.** In particular in the event that our e-mail scanner is not working for any reason beyond our control, the Service will not protect against viruses and Excel assumes no responsibility for the consequences.
- 4. TERM.** The term of this agreement is from the date when Excel begins to implement the Service for which the Customer is subscribing and terminates on five days' notice from Excel to the Customer or from the Customer to Excel, as the case may be. Customers with annual Internet subscriptions will forfeit any remaining months left on their virus filter service in the event that the annual Internet service is cancelled/terminated prior to the end of the term. Excel may, at its option, with or without notice to the Customer, terminate the Service to the Customer for failure to make payment for Service.
- 5. NO WARRANTY.** Excel makes no warranty whatsoever, express or implied, in connection with the provision of the Service and, specifically, without limitation, makes NO WARRANTY OF MERCHANTABILITY and NO WARRANTY OF FITNESS OR SUITABILITY FOR PURPOSE.
- 6. LIMITATION OF LIABILITY.** Excel is not liable to the Customer for ordinary negligence and the Customer releases any claim against Excel which the Customer might otherwise have based on ordinary negligence in connection with the provision of the Service.
- 7. LIMITATION OF DAMAGES.** In any event, Excel shall not be liable for indirect, incidental, special, punitive or consequential damages arising from or related to the Service, regardless of the legal theory under which such liability is asserted and regardless of whether Excel has been advised of the possibility of such liability, loss or damage. Further, in any event, if there should be liability for any reason whatsoever, the Customer's right to damages hereunder shall be limited to an amount not exceeding one month's payment for the Service.
- 8. INDEMNIFICATION.** Customer agrees to indemnify Excel and hold harmless against any third party claims, demands, suits or actions, relating to or based upon the Service provided (or defectively or not at all provided) to the Customer.
- 9. REPRESENTATIONS OF CUSTOMER.** The person accepting this agreement for the Customer is fully authorized to do so, and the acceptance by such person is binding upon and enforceable against the Customer.

Signature required here only if signing up for virus filter service.

Date

Business Name (if applicable)

Customer's Printed Name

Customer's Signature

EXCEL.NET Auto-Payment Plan
2103 Indiana Avenue • Sheboygan, WI 53081

What is Auto-Payment?

The auto-payment option provides a convenient method for you to pay your Internet access fees without the headache of having to write a check and mail it in. It is provided as a service to our customers at no additional cost.

How does Auto-Payment work?

Each month or year (if you are on our yearly plan) you will receive a statement sent to your primary e-mail account near the anniversary date for your account. This will show you the charges for the account. This amount will then automatically be deducted from your account five days after billing is generated (or the first business day after five days).

It is important to inform us if you are planning to change banks so a new auto-payment form can be processed. Also, you are responsible for maintaining a balance in the account to cover the fees. To get started with the auto-payment plan complete the form below and attach a voided check.

Questions?

If you have any question regarding this please feel free to give us a call at (920) 452-0455 or toll-free (888) 489-9995.

----- Cut here and return lower portion along with a voided check -----

Name: _____ Telephone: (____) _____

E-Mail login: _____ Bank Acct #: _____

Name of bank: _____ Account Type: Checking Savings

Bank Address: _____ Branch Name: _____

See reverse side for terms of this agreement. Thank you!

Signature(s): _____ Date: _____

(both signatures required for joint accounts)

Authorization to honor checks drawn by: Excel.Net, Inc, Sheboygan, Wisconsin

Name of bank: _____ Branch Name: _____

Name on account: _____

As a convenience to me, I hereby request and authorize the above named bank to pay and debit to my named account all entries whether by check, draft or order, whether by electronic or paper means, initiated on my named account by Excel.Net, Inc. It will not be necessary for any officer or employee of Excel.Net, Inc. to sign such checks. This authorization will remain in effect until revoked by me in writing at such time and in such manner as to afford the above named bank and Excel.Net, Inc. a reasonable opportunity to act on it and until the above named bank receives such notice I agree that the above named bank shall be fully protected in honoring such debit entry. The above named bank may at any time cease participation in and compliance with this authorization by giving thirty (30) days written notice to me and Excel.Net, Inc.

I agree that the above named bank's treatment of each such check and the above named bank's rights with respect to each such check shall be the same as if each such check were personally signed by me. I further agree that if any such debit entry is dishonored, whether with or without cause, the above named bank shall incur no liability whatsoever even though such dishonor may result in termination of my account.

Signature(s): _____ Date: _____

(both signatures required for joint accounts)

As a convenience to me, I hereby request and authorize you to draw checks on my checking account maintained at the bank named on the reverse side of this form for the payment of all services on the account named. I agree that:

- (1) Excel.Net, Inc. shall draw a check each billing period on my account to cover the charges for services
- (2) Excel.Net, Inc. shall incur no liability whatsoever if any such check is dishonored, whether with or without cause, even though such dishonor can result in termination of services
- (3) Customer will give Excel.Net, Inc. at least fifteen (15) days notice prior to change of banking arrangements
- (4) Auto-payment of fees will terminate if:
 - (a) Customer terminates with at least (15) days written notice
 - (b) At the election of Excel.Net, Inc with at least thirty (30) days notice to customer

To: The bank named on Reverse Side

In consideration of your compliance with the request and authorization of the account signator(s) named on the reverse side of this form, Excel.Net, Inc. agrees that:

- (1) The presentation by Excel.Net, Inc. of any check drawn to Excel.Net's order on the named account for payment by the named bank shall constitute the warranty that Excel.Net, Inc holds authorization by the signator(s) of the named account to draw the said check. The named bank shall have no obligation in the processing of such check beyond ascertaining that it is drawn payable to Excel.Net, Inc. and is endorsed for deposit by Excel.Net, Inc.
- (2) Excel.Net, Inc. will indemnify and hold the named bank harmless from any liability to the authorized signator(s) of the named account, or any other person having an interest in the named account, arising out of the payment by the named bank of any check drawn by Excel.Net, Inc, or arising out of the dishonor by the named bank, whether with or without cause or intentionally or inadvertently, of any such check drawn, whether or not such liability asserted against the named bank be based upon the termination of services.
- (3) Excel.Net, Inc. will refund to the named bank any amount erroneously paid by the named bank to Excel.Net, Inc. on any such check, if claim for the amount of such erroneous payment is made by the named bank within twelve months from the date of the check on which such erroneous payment was made.