

# GOLDRUSH WORLD ACCESS™

Your Internet Provider

## Sign-Up Agreement

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Telephone: \_\_\_\_\_ 2<sup>nd</sup> Phone or Fax: \_\_\_\_\_ (Login/User) Name: \_\_\_\_\_

**Login/User name:** Minimum 3, max 16 letters and/or numbers, may not start with a number. **Letters must be lower case.** We will verify it is unique. Your login name with @goldrush.com at the end is your email address. **Password will be obtained verbally and approved.**

Operating System: Win95 Win98 WinNT Win2000 WinMe WinXP Vista Linux Mac (OS: \_\_\_\_\_) **Mother's Maiden Name:** \_\_\_\_\_

**Account:**  Dialup  Domain  ISDN64k  ISDN128kOD  ISDN128k **DSL:**  Primary  Basic  Advanced  Advanced/extra

**Wireless:**  Personal  Business (Separate wireless agreement required)

Continued Method of Payment: (Circle one) Check Cash Money Order Visa / MC Monthly 3 months 6 months 12 months

CC #: \_\_\_\_\_ Exp Date: \_\_\_\_\_

**Amount Paid & Next Due Info:**

**Technical support phone number: (209) 736-0111**

**GOLDRUSH WORLD ACCESS™ Home Page <http://www.goldrush.com>**

P.O. Box 934 1163 South Main Street Angels Camp, CA 95222

**Voice# (209) 736-0111**

**FAX# (209) 736-9252**

**email: [support@goldrush.com](mailto:support@goldrush.com); [sales@goldrush.com](mailto:sales@goldrush.com); [billing@goldrush.com](mailto:billing@goldrush.com); [lyndat@goldrush.com](mailto:lyndat@goldrush.com)**

### POLICIES AND CONDITIONS OF SERVICE

**GOLDRUSH WORLD ACCESS™** offers Internet access and related services through its system to its users. **GOLDRUSH WORLD ACCESS™** does not and cannot control the content, quality or accuracy of information available through its system or over the Internet in general. These policies and conditions of service set forth the basic rules which apply to **GOLDRUSH WORLD ACCESS™** services and use of its system. **GOLDRUSH WORLD ACCESS™** may change these policies and conditions of service in the future upon notice published on-line or otherwise provided by **GOLDRUSH WORLD ACCESS™**. By using **GOLDRUSH WORLD ACCESS™** services and system, a user agrees to comply with the policies and conditions of service as published on-line or otherwise available from **GOLDRUSH WORLD ACCESS™** from time to time. If any change to the policies or conditions of **GOLDRUSH WORLD ACCESS™** services, system or pricing is unacceptable to a user, the user may terminate its account in accordance with the Termination section below.

**BILLING POLICY** – Billing: (209) 736-0111 ext. 13, [billing@goldrush.com](mailto:billing@goldrush.com)

Accounts are initiated after the first monthly fee is paid in advance. The first monthly fee will be pro-rated based upon the charges applicable for the type of account. **Monthly fees are due and payable on the first of each month. E-Mail payment reminders will be broadcast around the fifteenth day of each month. Payment will be considered delinquent on the tenth day of the month. Payment received after the tenth of the month will have a \$5 late fee imposed. Failure to pay in advance for services will result in suspension of the account until payment is received. Payments will not be refunded in the event of termination of an account by you or us for any reason.**

Returned check charges are \$25.00, and will result in the suspension of the account until resolved.

We accept payment by credit card (VISA or MC), check, cash, or money order. Please write your login name on the check to insure proper credit to your account. Credit card payments will automatically be debited to your account monthly, quarterly, semi-annually or annually as you choose. Rate or package changes will be effective when published on-line or otherwise provided to users 30 days in advance.

### TOLL CHARGES

Goldrush is not responsible for telephone company toll charges under any circumstances. Customers are responsible for selecting a local number for their service area.

### SPECIAL CIRCUMSTANCES

The following special circumstances will result in additional charges to the user's account. If these charges accumulate to over \$20.00, the user will receive a notice via E-Mail every day until payment is received to cover the additional charges. Failure to bring the account current in 15 days, will result in suspension of the account.

**Heavy Usage** -- Because of the low cost we are trying to provide, we cannot afford to subsidize heavy usage of the system. If your use of the system taxes the CPUs to a large degree, there will be additional charges.

**Login Name Changes** -- If you would like to change the name on your account there is a \$20 fee. Please contact Goldrush technical support for assistance.

**File Restoration** -- The system is backed up every night. Any files which are deleted due to operator / administrator error or system failure will be restored up to the latest backup. Files deleted because of user error will be restored (if possible) for a \$35 fee.

**Pager** -- In case of emergency, you may call 736-3366. This pager is to be used only in emergency situations. (Continued on reverse)

In witness whereof, the user who has signed this agreement certifies they agree to the terms on both sides of this agreement and are over 18 years of age.

User Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **ABUSE POLICY**

Abuse of account will result in termination of account with no refund. Account abuse is defined as abuse of the network. The definition of abuse of the network is left to the sole discretion of the **GOLDRUSH WORLD ACCESS™** administration. Abuse of the network includes, but is not limited to:

- Canter & Siegel-type activity (spamming the net)
- Violations and attempted violations of system & network security
- Chain mail (including pyramid-ponzi schemes such as MAKE MONEY FAST)
- Denial of "service" attacks
- Toll Fraud

## **DSL ACCOUNTS**

IP addresses that are assigned for Goldrush World Access DSL use may be changed during the course of your subscription. DSL customers not using all of their assigned addresses may be requested to relinquish them for other customers. DSL accounts may not be used to serve any Internet/VPN services or applications (e.g., WWW, Email, FTP, DNS). DSL accounts may not request custom DNS. DSL installation by a Goldrush World Access technician is at a charge of \$50. DSL service that is temporarily interrupted is not refundable. Backup dial-up accounts are available to all DSL subscribers. Backup dial-up accounts are not to be used while the DSL line is functional. Using the backup dial-up account while your DSL line is functional will incur an additional \$19.95 each month used. All DSL accounts are subject to a one year contract. Upon early termination of your contract, \$60.00 is due for the cost of the modem if the modem was provided by Goldrush World Access. DSL backup dial in accounts are not guaranteed to be toll free for all service areas.

## **CONFIDENTIALITY AND PRIVACY STATEMENT**

**GOLDRUSH WORLD ACCESS™** is a strong advocate of network privacy and every network user's right to keep their personal information private. However, this is your explicit warning stating that communications on this site should not be considered protected under the Electronic Communications Privacy Act of 1984. **GOLDRUSH WORLD ACCESS™** will make every effort to keep material stored by users completely private, but can make no guarantee. If you want complete privacy, encrypt your mail and your files. The use of encryption on the **GOLDRUSH WORLD ACCESS™** network, or any public network is strongly encouraged.

## **NON-TRANSFERABILITY**

User's account and right to use **GOLDRUSH WORLD ACCESS™** services and system is not transferable without **GOLDRUSH WORLD ACCESS™** consent. **USER AGREES TO PROTECT ITS PASSWORD AND ACCOUNT AND TO KEEP THEM SECURE FROM UNAUTHORIZED USERS AND USE.** Web space is designated for the use by the party of this contract, resale of this space without prior written approval is expressly forbidden.

## **LAWFUL USE**

**GOLDRUSH WORLD ACCESS™** services and system may only be used for lawful purposes and consistent with all rights of other parties. Without limiting the foregoing, **GOLDRUSH WORLD ACCESS™** services and system shall not be used in a manner which would violate any law or infringe any copyright, trademark, trade secret, right of publicity, privacy right or any other right of any person or entity or for the purpose of transmitting or storing of material which is obscene, libelous or defamatory. Use and access to other networks through **GOLDRUSH WORLD ACCESS™** system must comply with the rules for such other networks.

## **CHANGES TO SERVICE**

The services provided by **GOLDRUSH WORLD ACCESS™** and **GOLDRUSH WORLD ACCESS™** system are expected to change from time to time. **GOLDRUSH WORLD ACCESS™** reserves the right to change any service offered or the features of any service offered or its system without notice, including changes to access and use procedures, such as idle disconnection's, and system hardware and software.

## **TERMINATION AND SUSPENSION**

Either user or **GOLDRUSH WORLD ACCESS™** may, at its sole discretion, terminate the user's account at any time with or without reason. **GOLDRUSH WORLD ACCESS™** also may, at its sole discretion, suspend a user's account at any time with or without reason. Monthly charges that have been paid will not be pro-rated or refunded. **TERMINATION OR SUSPENSION DOES NOT RELEASE LIABILITY FOR CHARGES DUE.** **GOLDRUSH WORLD ACCESS™** may delete all data, files or other information that is stored in user's account upon termination.

## **SOFTWARE**

As a courtesy to users, **GOLDRUSH WORLD ACCESS™** has accumulated a library of software which is "shareware" or "freeware". **GOLDRUSH WORLD ACCESS™** is not the author of or otherwise responsible for any of such software or engaged in the sale or licensing of such software. **GOLDRUSH WORLD ACCESS™ MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO FREeware OR SHAREWARE AVAILABLE TO USERS. GOLDRUSH WORLD ACCESS™ ACCEPTS NO LIABILITY OF ANY KIND WITH RESPECT TO SUCH SOFTWARE OR ANY DAMAGES RESULTING FROM USE THEREOF. USER AND ANY OTHER USER ASSUMES ALL RISK OF ALL KINDS WITH RESPECT TO SUCH SOFTWARE. USER MUST PAY ALL SHAREWARE LICENSE FEES. NO USER WILL ASSERT ANY CLAIM AGAINST GOLDRUSH WORLD ACCESS™ WITH RESPECT TO ANY SHAREWARE OR FREeware OBTAINED THROUGH GOLDRUSH WORLD ACCESS™**

## **NO WARRANTEE, LIMITATION OF LIABILITY**

USE OF **GOLDRUSH WORLD ACCESS™** SERVICES AND SYSTEM AND THE INTERNET IN GENERAL IS AT USER'S SOLE RISK. **GOLDRUSH WORLD ACCESS™** DOES NOT WARRANT THAT ITS SERVICES AND SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES **GOLDRUSH WORLD ACCESS™** MAKE ANY WARRANTY AS TO THE RESULTS OR INFORMATION OBTAINED FROM USE OF ITS SERVICE OR SYSTEM OR THE INTERNET IN GENERAL. **GOLDRUSH WORLD ACCESS™** SERVICES AND SYSTEM ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED EXCEPT TO THE EXTENT ANY WARRANTY CANNOT BE DISCLAIMED UNDER APPLICABLE LAW. UNDER NO CIRCUMSTANCES SHALL **GOLDRUSH WORLD ACCESS™** BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS. THE MAXIMUM LIABILITY OF **GOLDRUSH WORLD ACCESS™** TO ANY USER FOR ANY AND ALL LOSS, CLAIM, DAMAGE OR LIABILITY OF ANY KIND, INCLUDING DUE TO **GOLDRUSH WORLD ACCESS™** NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT PAID BY THE USER TO **GOLDRUSH WORLD ACCESS™** DURING THE SIX MONTH PERIOD PRECEDING THE CLAIM. The user agrees to indemnify and hold harmless **GOLDRUSH WORLD ACCESS™**, its directors, officers, shareholders, agents, employees and its other users from any and all claims, liabilities, damages, or expenses, including attorney fees, arising out of or resulting from any and all use of user's account whether or not authorized. These policies and conditions shall be governed by and interpreted in accordance with the laws of the State of California.

## **INTERPRETATION**

These policies and conditions supersede all other written and oral communications or agreements with regard to the subject matter. A waiver or modification of these policies and conditions shall only be effective if in writing signed by an authorized officer of **GOLDRUSH WORLD ACCESS™** and the user. **User has read this Agreement and clearly understands and agrees to the policies and conditions thereof.**