



RESIDENTIAL DSL ORDER FORM

Submit form via >>Online >> fax to 632-0303
>> mail to 2950 Kress Street, Lihue, HI 96766

Order Date: _____

CUSTOMER INFORMATION

DSL Phone Number: _____

Full Name: _____

Physical DSL Address: _____

City: _____ Zip: _____

Contact Email Address : _____

Contact Phone Number: _____

SET UP FEE (check one)

- \$25.00* one-time Hawaii Link Setup fee
\$25.00 required upon sign-up
 Check Cash
 Credit Card (fill Credit Card Information)

- FREE* if you are switching service from other ISP and have a DSL Modem
Please write your current provider

EMAIL ACCOUNTS

If you would like to setup email addresses, please list your desired email address and password. Residential DSL Access Plans are included up to 3 email accounts.

:: use lowercase alphabet (a-z) and numbers (0-9) only
username@hawaiilink.net

User Name (up to 9 characters & numbers)	Password (up to 6 characters & numbers)
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

PAYMENT OPTIONS (check one)

- Please charge Monthly Access Fee to my credit card
Card type (check one): Visa Mastercard
 American Express Discover

Credit Card # (numbers only: no space):

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Exp. Date: / CVV2:

Name on Card: _____

Address: _____

City: _____ State: _____ Zip: _____

- I would like to pay 3 month access fee in advance.
Please send me invoice.

MONTHLY ACCESS PLAN (check one)

Access Plan	Speed Level 1 year construct reappeared	Monthly Hawaii Link Fee**	IP	Email	Hawaiian Telecom Monthly Fee	Hawaiian Telecom Circuit Setup Fee	Estimated Monthly DSL fee
<input type="checkbox"/> Res (A)	768kbps/128kbps	\$18.95	DHCP	3	\$27.50	\$60.00	\$46.45
<input type="checkbox"/> Res (B)	1.5mbps/128kbps	\$20.95	DHCP	3	\$37.50	\$60.00	\$58.45
<input type="checkbox"/> Res (C)	384kbps/384kbps	\$24.95	DHCP	3	\$44.00	\$60.00	\$48.95
<input type="checkbox"/> Res (D)	768kbps/768kbps	\$38.95	DHCP	3	\$68.00	\$60.00	\$106.95

- Additional Single IP Address: \$10/month

* The Hawaiian Telecom fees are based on one year contract and fees will apply to your phone bill. Hawaiian Telecom price may vary and subject to change without notice. Please contact Hawaiian Telecom representative for more details.

** Monthly Fee may vary based on bandwidth usage.

Prices are subject to 4.167% Hawaii State tax.

TERMS & CONDITIONS

1. Term of Agreement: This agreement has an initial term of Twelve months (the "Initial Term") and will continue on a month-to-month basis thereafter. After the Initial Term, either party may terminate this Agreement upon forty-five (45) days' written notice. The Initial Term begins the day your DSL line is successfully installed by Hawaii Link, as recorded in its database. If Hawaii Link cannot successfully deliver the Service, this contract is implicitly terminated without penalty or cost.

2. Rates and Payment Terms:

*2.1 All price and terms are subject to change and do not include Hawaii State Tax (4.167%). *2.2 The Rates will be in effect for the Initial Term, and may be changed by us after the end of the Initial Term by giving you written or e-mailed notice of the new Rates at least thirty (30) days before their effective date. In addition to the Rates, we will bill you for all federal, state, county, and local taxes, surcharges, fees, and universal service contribution on the Service. Charges for the Services will begin when the Services are installed. Payments for Services will be made through monthly charges to your credit card, unless you have been approved for monthly invoicing. You must keep us informed of any changes in your credit card information, or you will be in default under this agreement.

3. Early Termination Charges: TERM for 1 year commitment promotion plan: The initial term shall be 12 months from the date customer activates Service. If service is canceled within the first 12 months, a \$100 fee applies. Hawaii Link is not responsible for any Hawaiian Telecom's penalties and charges due to the early termination.

4. Quality of Service: You understand and acknowledge that the actual transmission speeds may vary from the transmission speeds that you might otherwise expect, due to such factors as the length and gauge of the telecommunications line serving your premises, and other operation characteristics of the facilities and equipment used in the DSL Service. It is possible that there may be a lack of facilities or other operational impediments may preclude or delay the actual installation, repair and maintenance of DSL Services to your premises. We reserve the right to terminate this Agreement without liability to you if we are not able to provide, repair or maintain DSL Services to your premises. We and our DSL Service providers will use commercially reasonable efforts to provide installation, repair and maintenance services. If you experience a substantial reduction in transmission speed or significant interruption of service, please notify us will undertake commercially reasonable efforts to restore the DSL service. We will not be responsible for service issues relating to your computer, network or software.

5. Limitation of Liability:

*5.1 ANY LIABILITY OF HAWAII LINK ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, OBJECTIVELY MEASURABLE DAMAGES AND NEITHER PARTY SHALL HAVE ANY LIABILITY FOR ANY INDIRECT OR SPECULATIVE DAMAGES (INCLUDING, WITHOUT LIMITING THE FOREGOING, CONSEQUENTIAL, INCIDENTAL AND SPECIAL DAMAGES, LOSS OF USE, BUSINESS INTERRUPTIONS, AND LOSS OF PROFITS) IRRESPECTIVE OF WHETHER THE PARTY HAS ADVANCE NOTICE OF THE POSSIBILITY OF ANY SUCH DAMAGES.

*5.2 NOTWITHSTANDING THE FOREGOING, HAWAII WIRELESS & BROADBAND'S TOTAL LIABILITY TO ANYONE UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT THAT YOU WOULD HAVE PAID HAWAII WIRELESS & BROADBAND UNDER THIS AGREEMENT DURING THE PERIOD OF TIME THAT SUCH LIABILITY WAS INCURRED, OR FIVE HUNDRED DOLLARS (\$500.00) WHICHEVER IS LESS.

*5.3 YOU ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING THE PRICES FOR SERVICE UNDER THIS AGREEMENT.

I accept Terms & Conditions. I would like to SIGN UP Hawaii Link DSL!

Print Name: _____

Date: _____

Signature: _____

* Hawaii Link DSL fees are not included in any Hawaiian Telecom's phone charges.