



P.O.Box 928, 10103 Rogers Drive
 Nassawadox, VA 23413

A Division of
 Irene's House O Fun, Inc.
 irene@esva.net

(757) 442-5865
 FAX (757) 442-5960

Application for Internet Service

Please complete this application and sign the attached contract. FAX them to the above number, or mail them to the above address, or deliver them to the above location. We will activate your account after receipt of a properly completed application and a signed contract.

Individual Name: _____
 (If this is a corporate account, this must be the authorized signatory.)

Company name: _____
 (Complete this field only if this application is for a corporate account.)

Street address: _____

PO Box/City/State/Zip: _____

Work phone: _____

Home phone: _____

Please Check Operating System

Windows(98,2000,ME,XP)___

Macintosh___

WebTV___

For a SLIP/CSLIP/PPP account (a normal "full access" Internet account) please check the desired service option:

_____ Monthly billing option @ \$25 per month; total of \$50.

For the Monthly payment option, the connection fee for the first two months must be paid at time of account activation.

_____ Semi-Annual billing option @ \$120 per year; total of \$120.

For the Annual payment option, connection fee for one year must be paid at time of account activation.

_____ Annual billing option @ \$200 per year; total of \$200.

For the Annual payment option, connection fee for one year must be paid at time of account activation.

For a monthly account, please check the desired billing option:

_____ Charge to credit card.

You must supply a valid credit card and sign as indicated. Your credit card will be charged at the beginning of the last paid month for the subsequent month's service. We will contact you in the event of a problem, and you can contact us to discontinue this payment option at any time.

_____ Visa _____ Mastercard

Card number: _____

Expiration _____

Signature: _____ Date: _____

Your signature is required to process your credit card!

_____ Invoice.

You will be billed at the beginning of the last paid month. Payment must be received by the end of the last paid month or your account will be suspended until payment is received.

Username _____

Password _____

THIS IS A LEGALLY BINDING CONTRACT AND BY SIGNING BELOW I AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

The undersigned person or entity signatory (hereinafter the Subscriber) agrees to the following Terms and Conditions of the Internet Service Contract (hereinafter the Contract). Access to the Internet service is provided subject to the following Terms and Conditions. Irene's House O Fun, Inc., exercises no control over the content of the information available through the Internet service.

1. The phrase "the Company" refers to Irene's House O Fun Inc., a Virginia Corporation (doing business as ESVA.NET: address of P O Box 928, Nassawadox, VA 23413 USA) and its assigns and operators of the Internet service.
2. The Internet service provided to the Subscriber by the Company may only be used in accordance with all applicable laws, statutes, regulations and rules and solely for lawful purposes. Transmission, promulgation, theft, procurement of, communication, alteration, publication or storage of any information, protected material/property, data or material in violation of any National Law of any sovereign nation, or of International Law, the United States Annotated Code, or of any state or local law, statute, regulation or rule is strictly prohibited. This includes, but is not limited to any material, data, matter, software or software code, or intellectual property protected by copyright, trademark, privacy, or other proprietary, personal or property right, trade secret, or any other statute. It is unlawful and a violation of this Contract to communicate, transmit, or promulgate in any matter, means or medium, any threatening, harassing, or obscene material, matter, communications of any sort or to otherwise use the Internet service for any illegal or unlawful purpose.
3. The Subscriber is solely responsible for the knowledge of and adherence to any and all laws, statutes, rules and regulations pertaining (i) to the Subscriber's use of the Internet service (ii) to the use of any networks connected to the Internet service, and (iii) to the communications means by which the Subscriber connects their modem, PC terminal or other equipment to the Internet service.
4. The Subscriber agrees to indemnify and hold harmless the Company, its officers, shareholders, agents and employees and its other subscribers from any and all claims , costs, expenses, judgments, causes of actions, attorneys fees, litigation and court costs resulting from the Subscriber's use of the Internet service in any manner, whether directly, indirectly or by any act of commission or omission.
5. Payment of the Internet service fee is due on the first day of the billing period of the selected service option. Service started from the first through the fifteenth day of the month is subject to the full monthly service charge of the selected service option. Service started from the sixteenth through the last day of the month is subject to half the monthly service charge of the selected service option. An Internet service account is in default if payment of the Internet service fee is not received within 15 days after payment is due. If the Subscriber's payment is returned to the Company unpaid, the Subscriber is immediately in default and subject to a charge of \$25 from the Company. Accounts unpaid 30 days after payment is due may have their service interrupted. Such interruption does not relieve the Subscriber from the obligation to pay the Internet service fee. Only a written request to terminate the service relieves the Subscriber of the Subscriber's obligation to pay the monthly account charge. Accounts in default are subject to an interest charge of 1.5% per month or the Subscriber's state legal maximum allowable rate. If the Subscriber defaults, the Subscriber is to pay the Company its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under these Terms and Conditions. An act of default accelerates payments to be due immediately, as credit is no longer being extended.
6. In the event the Company is required to engage the services of an attorney because of a breach by the Subscriber of any of the terms herein contained, the Subscriber agrees to pay all of the Company's reasonable attorneys fees and court costs. Upon breach of this Contract, all of Subscriber's rights and privileges shall be immediately terminated and upon any such termination for breach of the provisions of this Contract, or the breach of any applicable law or statute governing the use of the Internet service, all subscriber fees shall be forfeited as liquidated damages to the Company. In the event of litigation both parties agree that the Law of Virginia shall apply and both parties consent to the jurisdiction of the state courts of Northampton County, Virginia, or in the event of diversity of citizenship, the United States District Court for the Eastern District of Virginia. Both parties expressly waive a jury trial.
7. An Internet service account can be canceled at any time by either the Company or the Subscriber, upon written notice sent by the Subscriber to the address of the Company listed in this Contract, or by the Company, upon written notice sent to the last mailing address listed with the Company by the Subscriber on the Application for Internet Service. It shall be the responsibility of the Subscriber to keep the Company informed as to a valid mailing address to which notice can be sent. Service terminated from the first through the 15th day of the month is subject to half the monthly charge. Service terminated from the 16th through the last day of the month is subject to the full monthly charge.

8. The subscriber agrees that the Company has the right to delete all data, files or other information that is stored in the Subscriber's account if the Subscriber's account with the Company is terminated, for any reason, by either the Company or Subscriber.

9. The Company shall have the right to suspend service to the Subscriber at any time, and for reasonable cause, without notice. If such a suspension is to last for more that 15 days, the Subscriber will be notified as to the reason.

10. Upon acceptance of the Subscriber's application for Internet service, the Subscriber will be provided with access to the Internet service. Permission for access to the Internet service shall remain valid and in force and effect during the pendency of this Contract.

11. The Subscriber's rights herein granted cannot be transferred, shared, sold, or used by anyone other than the Subscriber. No more than one login session can be used at any time by the Subscriber on any Internet service account. If the Subscriber has multiple accounts, the Subscriber is limited to one login session per account at any time. Accounts which have been transferred to other parties, or show other activity in violation of this paragraph, are subject to immediate cancellation.

12. The Subscriber certifies that he or she is at least 18 years of age.

13, LIMITED WARRANTY. THE COMPANY WARRANTS THAT, IF A SUBSCRIBER IS DISSATISFIED WITH THE SERVICE, THE COMPANY WILL, UPON WRITTEN NOTIFICATION RECEIVED FROM THE SUBSCRIBER TO THE COMPANY, REFUND THE SERVICE FEES FOR THE CURRENT MONTH OF THE DATE OF RECEIPT OF WRITTEN NOTICE AND ANY PREPAID FEES FOR FUTURE MONTHS. OTHER THAN THE FOREGOING, NO WARRANTY IS MADE BY THE COMPANY REGARDING ANY INFORMATION, SERVICE OR PRODUCT PROVIDED THROUGH, IN CONNECTION WITH, OR LOCATED ON THE COMPUTERS OF THE Internet SERVICE, AND THE COMPANY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION: (i) ANY WARRANTIES AS TO THE AVAILABILITY, ACCURACY, OR CONTENT OF INFORMATION, PRODUCTS, OR SERVICES; AND (ii) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14, LIMITED LIABILITY. ANY LIABILITY OF THE COMPANY, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR DAMAGES CAUSED OR ALLEGEDLY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, ELECTRICAL SURGE/DAMAGE/INTERFERENCE, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OF OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION, SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID BY OR ON BEHALF OF THE SUBSCRIBER TO THE COMPANY FOR THE CURRENT MONTH.

15. This contract represents the complete understanding between the parties as to the subject matter hereof, and supersedes all prior written and oral negotiations, representations, guaranties, warranties, promises, orders, statements or agreements between the parties or any statement or representation made or furnished by any other person representing or purporting to represent either party. The Company reserves the right to modify these Terms and Conditions by notifying the Subscriber 30 days in advance of the effective date of the modifications.

16. Use of an Internet service account constitutes acceptance of these Terms and Conditions.

IN WITNESS of the above undertakings and agreeing to strictly abide by said Terms and Conditions, the undersigned has attached his hand and seal this _____ day of _____, 2002.

If an individual:

Signature: _____

Print Name: _____

If a company:

Name Of Company: _____

Authorized Signatory: _____

Print name: _____

Title: _____