



Government of the District of Columbia

Advisory Neighborhood Commission 6C

8 December 2005

Ms. Carol Mitten, Chair
DC Zoning Commission
One Judiciary Square
441 4th Street NW
Washington, DC 20001

RECEIVED
D.C. OFFICE OF ZONING
2005 DEC 12 AM 8:45

Re: National Academy of Sciences PUD time extension

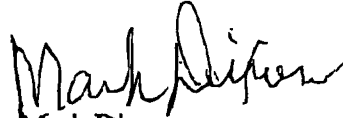
Dear Ms. Mitten:

At a duly noticed public meeting of ANC 6C on November 9th, 2005, with a quorum present, the Commission voted unanimously to support the application of the National Academy of Sciences for an extension of time to complete their PUD.

The ANC is sympathetic to the Academy's need for time to complete its negotiations with the District government for the air rights over the fire station adjoining its building so that it can move forward with construction of the second building contained in the PUD.

We appreciate your consideration of our views and hope that you will give them great weight as you make a determination on the Academy's request.

Sincerely,


Mark Dixon
Chairman

~~2005-12-09~~
District of Columbia

CASE NO. 00-35A
EXHIBIT NO. 3

Please reply to ANC 6C at P.O. Box 77876, Washington, D.C. 20013-7787

ZONING COMMISSION
District of Columbia
CASE NO.00-35A
EXHIBIT NO.3

Customer Agreement

This Agreement is between CGJI Global Communications, Inc. ("CGJI Global") and you ("you" or "Customer"), as an authorized user of CGJI Global Services, and governs the terms and conditions of your use of the CGJI Global Services. This Agreement, together with any operating rules, policies, price schedules, or other supplemental documents expressly incorporated herein by reference and published from time to time by CGJI Global (collectively, the "Agreement"), constitutes the entire agreement between CGJI Global and you regarding the CGJI Global Services, and supersedes all prior agreements between the parties regarding the subject matter of this Agreement. Notwithstanding the foregoing, your use of any software provided by CGJI Global related to the Services shall be pursuant to a separate agreement governing Customers' use of such software. For purposes of this Agreement, "CGJI Global Services" or "Services" are defined as any and all services provided by CGJI Global to you either now or in the future. By using CGJI Global Services, you confirm your acceptance of, and agree to be bound by, this Agreement.

If you begin the sign up process for CGJI Global Services but fail to complete the process, CGJI Global may contact you one (1) time via email in an effort to help successfully guide you through this process. You hereby authorize CGJI Global to make such contact, even if you ultimately determine not to sign up for CGJI Global Services.

1. CGJI Global Services.

CGJI Global offers the Services at its Website www.CGJI.com (together with other Websites owned and operated by CGJI Global, the "CGJI Website"). Individually, the Services are:

- a. **jConnect® Premier:** jConnect Premier includes but is not limited to: (i) a personal local or toll-free telephone number (together with remote (i.e., non-toll-free and non-local) telephone numbers, "jConnect Numbers") that provides for the delivery of faxes and voice messages to electronic mail ("email"); (ii) outbound faxing and voice messaging from email or from the CGJI Website; (iii) telephone access to voice, fax and email messages; and (iv) Web-based conference calling. jConnect Premier is hereinafter referred to as "Premier" or "Premier Service".
- b. **jConnect® Free:** jConnect Free includes but is not limited to a personal remote jConnect Number that provides for the delivery of faxes and voice messages to email. jConnect Free is hereinafter referred to as "Free" or "Free Service". jConnect Free is for personal, non-commercial use only.

- c. **jBlast®:** jBlast enables the Customer to upload a database or spreadsheet to the CGJI Website and to fax broadcast a document to each fax number on that database or spreadsheet for a charge at the rates posted on the CGJI Website.

2. Premier Service Usage; Fair Use Policy.

The terms of use for the Premier Service vary depending upon whether the Customer has received a toll-free or local (e.g., non-toll-free) jConnect Number, as described below:

- a. **Premier Non-Toll-Free Service Usage.** As a Premier Non-Toll-Free Service Customer, you will receive a local jConnect Number through which you may receive faxes and voicemail messages in your email. You will have the option to send faxes via your email and to subscribe for additional services that CGJI Global offers as described on the CGJI Website, all subject to the terms of this Agreement or another agreement specific to those additional services. As a Premier Service Customer, you will also receive a personal identification number ("PIN") enabling you to access and manage the contents of your email inbox by telephone, known as the "Email-By-Phone Feature."

PLEASE NOTE, HOWEVER, THAT YOUR USE OF THE SERVICE IS SUBJECT TO CGJI GLOBAL'S "FAIR USE" POLICY. YOU WILL BE IN VIOLATION OF THIS POLICY IF, WITHIN ANY THIRTY (30) DAY PERIOD, YOUR USAGE EXCEEDS MORE THAN EIGHT (8) TIMES THE AVERAGE LEVEL OF MONTHLY USAGE OF CGJI GLOBAL'S PAID SUBSCRIPTION CUSTOMERS GENERALLY WITHIN THE THIRTY (30) DAY PERIOD. FOR PURPOSES OF THIS POLICY, "USAGE" MEANS THE COMBINED NUMBER OF FAX PAGES AND MINUTES OF VOICEMAIL MESSAGES RECEIVED, EXCLUDING ALL ADVERTISING AND INFORMATIONAL MESSAGES SENT TO YOU DIRECTLY BY CGJI GLOBAL, AS DETERMINED BY US IN OUR SOLE DISCRETION. AS AN ACCOMMODATION TO OUR CUSTOMERS, CGJI GLOBAL CURRENTLY ENFORCES THIS POLICY ONLY WHERE USAGE EXCEEDS 300 COMBINED FAX PAGES AND MINUTES OF VOICEMAIL MESSAGES IN ANY THIRTY (30) DAY PERIOD, WHICH IS SUBSTANTIALLY IN EXCESS OF THE ACTUAL ALLOWABLE USAGE UNDER THIS "FAIR USE" POLICY. NOTWITHSTANDING THIS ACCOMMODATION, WE RESERVE THE RIGHT TO AT ANYTIME ENFORCE THIS POLICY IN ACCORDANCE WITH ITS TERMS (I.E., USAGE WITHIN ANY THIRTY (30) DAY PERIOD IN EXCESS OF MORE THAN EIGHT (8) TIMES THE AVERAGE LEVEL OF MONTHLY USAGE OF OUR SUBSCRIPTION CUSTOMERS GENERALLY WITHIN THE THIRTY (30) DAY PERIOD).

IN THE EVENT YOU ARE DEEMED TO HAVE VIOLATED THIS POLICY, A CGJI GLOBAL REPRESENTATIVE WILL ATTEMPT TO CONTACT YOU TO REACH AGREEMENT ON A REVISED PRICING PLAN WHICH WILL PERMIT YOU TO CONTINUE TO USE THIS PAID SUBSCRIPTION

SERVICE. HOWEVER, CGJI GLOBAL RESERVES THE RIGHT TO TERMINATE OR SUSPEND YOUR ACCOUNT WITHOUT PRIOR NOTICE IN THE EVENT OF A POLICY VIOLATION.

- b. **Premier Toll-Free Service Usage.** As a Premier Service Toll-Free Customer, you will receive a toll-free jConnect Number through which you may receive faxes and, if applicable, voicemail messages in your email. You will be charged a usage fee (as set forth on the CGJI Website) based on the number of messages and/or pages so received. You will have the option to send faxes via your email and to subscribe for additional services that CGJI Global offers as described on the CGJI Website, all subject to the terms of this Agreement or another agreement specific to those additional services. As a Premier Service Customer, you will also receive a PIN enabling you to access and manage the contents of your email inbox by telephone, known as the "Email-By-Phone Feature".

3. Free Service Usage; Fair Use Policy.

As a Free Service Customer, you will receive a remote jConnect Number through which you may receive a limited number of faxes or voice mail messages in your email.

CGJI Global provides the Free Service as an accommodation to you, and reserves the right to terminate your Free Service at anytime without notice.

The Free Service and all software associated with it is for PERSONAL, NON-COMMERCIAL USE ONLY, AND EACH CUSTOMER IS LIMITED TO ONE (1) FREE JCONNECT OR EFAX(r) NUMBER. If you intend to use the Service for commercial use, or you or your company desire more than one (1) Free jConnect or eFax Number, then you must, and you agree to, upgrade to a paid Service. Notwithstanding our Privacy Policy described in Section 5 below, CGJI Global has the right to disclose the email address of Free Service Customers to the owner of the URL associated with that email address in order to monitor compliance with and enforce the limitations set forth in this paragraph. In addition, CGJI Global is permitted to audit your use of the Free Service and any associated software by providing no less than five (5) days prior written notice of its intention to conduct such an audit at your facilities during normal business hours. If CGJI Global ultimately determines, in its sole discretion and whether or not it has conducted an audit, that you have violated the foregoing limitations on the Free Service or any associated software, CGJI Global reserves the right to immediately terminate your Service and to collect from you the amount you would have been required to pay for our Premier Service during the period of your non-compliance. You agree to pay this amount to CGJI Global, plus CGJI Global's cost of conducting any audits that, in CGJI Global's sole discretion, reveal non-compliance.

YOU UNDERSTAND THAT THE FREE SERVICE IS SUBJECT TO CGJI GLOBAL'S "FAIR USE" POLICY FOR FREE ACCOUNTS. YOU WILL BE IN VIOLATION OF THIS POLICY IF, WITHIN ANY THIRTY (30) DAY PERIOD, YOU RECEIVE MORE THAN TWENTY (20) COMBINED FAX PAGES

AND MINUTES OF VOICEMAIL MESSAGES, EXCLUDING ALL ADVERTISING OR INFORMATIONAL MESSAGES SENT TO YOU DIRECTLY BY CGJI GLOBAL. IN THE EVENT YOU ARE DEEMED TO HAVE VIOLATED THIS POLICY, CGJI GLOBAL WILL ATTEMPT TO NOTIFY YOU OF THE VIOLATION VIA EMAIL AND OFFER TO UPGRADE YOU TO A PAID SUBSCRIPTION SERVICE. IF YOU ELECT NOT TO UPGRADE, YOUR ACCOUNT WILL BE TERMINATED. ANY FAILURE BY CGJI GLOBAL TO ENFORCE THIS POLICY WILL NOT PRECLUDE US FROM ENFORCING IT AT ANYTIME IN THE FUTURE, WHETHER FOR PAST OR CURRENT VIOLATIONS. YOU ALSO UNDERSTAND AND AGREE THAT THE AREA CODE FOR THIS JCONNECT NUMBER WILL BE SELECTED BY CGJI GLOBAL, IN ITS SOLE DISCRETION, BASED ON AVAILABLE INVENTORY, AND THAT YOU WILL HAVE NO ABILITY TO SELECT OR CHANGE THIS AREA CODE UNLESS YOU AGREE TO UPGRADE TO A PAID SUBSCRIPTION.

You will have the option to subscribe for additional services that CGJI Global offers as described on the CGJI Website, all subject to the terms of this Agreement or another agreement specific to those additional services.

4. jBlast Service Usage.

jBlast is a pre-paid service. Customers are charged for jBlast on a per page basis. The applicable rates are listed at the CGJI Website. You will have the option to subscribe for additional services that CGJI Global offers as described on the CGJI Website, all subject to the terms of this Agreement or another agreement specific to those additional services.

5. Privacy Policy.

CGJI Global is dedicated to establishing trusting relationships with its Customers, based on respect for personal identity and information. To demonstrate our commitment to Customer privacy, we have developed a Privacy Policy, a current copy of which is available [here](#).

If we decide to change our privacy practices, we will post those changes in our Privacy Policy, and other places we deem appropriate, so our Customers are always aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. We will use information in accordance with the Privacy Policy under which the information was collected. If, however, we are going to use Customers' personally identifiable information in a manner different from that stated at the time of collection we will notify Customers via email. Customers will have a choice as to whether or not we use their information in this different manner. However, if Customers have opted out of all communication with CGJI Global, or deleted/deactivated their account, then they will not be contacted, nor will their personal information be used in this new manner. In addition, if we make any material changes in our privacy practices that do not affect Customer information already stored in our database, we will post a prominent notice on our Web site notifying Customers of the change. In some cases

where we post a notice we will also email Customers who have opted to receive communications from us, notifying them of the changes in our privacy practices.

6. 7. 8. Customer Responsibilities.

You are fully responsible for the contents of your transmissions through the Services. CGJI Global simply acts as a passive conduit for you to send and receive information of your own choosing. However, CGJI Global reserves the right to take any action with respect to the Services that CGJI Global deems necessary or appropriate in its sole discretion if CGJI Global believes you or your information may create liability for CGJI Global, compromise or disrupt the Services for you or other Customers, or cause CGJI Global to lose (in whole or in part) the services of CGJI Global's ISPs or other suppliers. Your use of the Services is subject to all applicable local, state, national and international laws and regulations (including without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination, securities laws or false advertising). You agree: (1) to comply with US law regarding the transmission of technical data exported from the United States through the Services; (2) not to use the Services for illegal purposes; (3) not to interfere or disrupt networks connected to the Services; (4) to comply with all regulations, policies and procedures of networks connected to the Services; (5) not to use the Services to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; and (6) not to transmit through the Services any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. The Services make use of the Internet for you to send and receive information of your own choosing. As a result, your conduct is subject to Internet regulations, policies and procedures. You agree not use or reference the Services for chain letters, junk fax or junk mail, spamming or any use of distribution lists to any person who has not given specific permission to be included in such a process, and further agree not to attempt to gain unauthorized access to other computer systems. You shall not interfere with another Customer's use and enjoyment of the Services or another entity's use and enjoyment of similar services.

You must (a) obtain and pay for all equipment and third-party services (e.g., Internet access and email service) required for you to access and use CGJI Global Services; (b) maintain any security of your Customer identification, and other confidential information relating to your CGJI Global account and; (c) be responsible for all charges resulting from use of your CGJI Global account, including unauthorized use prior to your notifying CGJI Global of such use and taking steps to prevent its further occurrence

9. Customer Representations.

You represent and warrant that you are at least 18 years of age or, as applicable, the age of majority in the country, state and/or province in which you reside, and that you possess the legal right and ability to enter into this Agreement. You agree to be financially responsible for your use of CGJI Global Services (as well as for use of your account by others, including minors living with you) and to comply with your responsibilities and obligations as stated in this Agreement.

10. Modifications to Customer Agreement.

CGJI Global may automatically amend this Agreement at any time by (a) posting a revised CGJI Global Customer Agreement on the CGJI Website, and/or (b) sending information regarding the amendment to the email address you provide to CGJI Global. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE CGJI WEBSITE TO OBTAIN TIMELY NOTICE OF SUCH AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE CGJI GLOBAL SERVICES AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU. Otherwise, this Agreement may not be amended except in writing signed by both you and CGJI Global.

11. Modifications to Services.

CGJI Global reserves the right to modify or discontinue any of the Services with or without notice to you. CGJI Global shall not be liable to you or any third party should CGJI Global exercise its right to modify or discontinue the Services.

12. Member Account, PIN, and Security.

As part of the registration process, you will be required to provide an email address and select a PIN. Once you become a registered user, your jConnect Number will be automatically sent to you by email. You may change your PIN and set a password to protect your faxes after logging in to the CGJI Website. You are entirely responsible for failing to maintain the confidentiality of your PIN, password, jConnect Number and account information. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to immediately notify CGJI Global of any unauthorized use of your account or any other breach of security known to you.

13. Disclaimer of Warranties and Limitation of Liability.

- a. CGJI GLOBAL AND ALL CGJI GLOBAL SOFTWARE AND SERVICES ARE PROVIDED "AS IS," AND NEITHER CGJI GLOBAL NOR ANY OF ITS LICENSORS OR SERVICE PROVIDERS MAKES ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES TO YOU REGARDING THE USABILITY, CONDITION OR OPERATION THEREOF. CGJI GLOBAL DOES NOT WARRANT THAT ACCESS TO OR USE OF CGJI GLOBAL SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT CGJI GLOBAL SOFTWARE OR SERVICES WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY. CGJI GLOBAL AND EACH OF ITS LICENSORS AND SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY OR ACCURACY.
- b. YOUR USE OF CGJI GLOBAL AND ALL CGJI GLOBAL SOFTWARE AND SERVICES IS AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES OR OTHER MATERIAL (INCLUDING CGJI GLOBAL SOFTWARE) OBTAINED EITHER DIRECTLY OR INDIRECTLY FROM CGJI GLOBAL. YOU AGREE THAT NEITHER CGJI GLOBAL NOR ANY OF ITS LICENSORS OR SERVICE PROVIDERS WILL BE LIABLE FOR DAMAGES (INCLUDING CONSEQUENTIAL OR SPECIAL DAMAGES) ARISING OUT OF YOUR USE OF OR INABILITY TO USE CGJI GLOBAL OR ANY CGJI GLOBAL SOFTWARE OR SERVICES, AND YOU HEREBY WAIVE ANY CLAIMS WITH RESPECT THERETO, WHETHER BASED ON CONTRACTUAL, TORT OR OTHER GROUNDS, EVEN IF CGJI GLOBAL OR ANY SUCH LICENSOR OR SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE ENTIRE LIABILITY OF CGJI GLOBAL AND ITS LICENSORS AND SERVICE PROVIDERS AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE CGJI GLOBAL SERVICES AND SOFTWARE OR ANY BREACH OF THIS AGREEMENT ARE LIMITED TO THE LESSER OF: (I) THE AMOUNT ACTUALLY PAID BY YOU FOR ACCESS TO AND USE OF THE CGJI GLOBAL SERVICES IN THE THREE (3) MONTHS PRECEDING THE DATE OF YOUR CLAIM OR (II) U.S.\$500.00. YOU HEREBY RELEASE CGJI GLOBAL AND EACH OF ITS LICENSORS AND SERVICE PROVIDERS FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION. SOME JURISDICTIONS DO NOT ALLOW IMPLIED WARRANTIES TO BE EXCLUDED OR MODIFIED OR LIABILITY TO BE LIMITED, SO NOT ALL OF THE ABOVE LIMITATIONS MAY APPLY TO YOU.
- c. NEITHER CGJI GLOBAL NOR ANY OF ITS LICENSORS OR SERVICE PROVIDERS SHALL BE HELD RESPONSIBLE IN ANY WAY OR BY ANY MEANS, EITHER DIRECTLY OR INDIRECTLY, FOR ANY COMMUNICATIONS DIFFICULTIES OUTSIDE OF CGJI GLOBAL'S OR ANY SUCH LICENSOR'S OR SERVICE PROVIDER'S CONTROL WHICH COULD LEAD TO THE INTERRUPTION OF DATA DELIVERY SERVICE TO THE CUSTOMER'S EMAIL ADDRESS, PAGER, TELEPHONE OR ANY OTHER RECEIVING DEVICES OR THIRD-PARTY DATA STORAGE AND/OR DELIVERY SERVICES.



Government of the District of Columbia

Advisory Neighborhood Commission 6C

#00-35A

Fax Cover Sheet

2005 DEC 12 AM 8:45

D.C. OFFICE OF ZONING

RECEIVED

Date: 12.9.05

Time: 3:15 pm

To:

Name

Carol Mitten

Office

Attention: Sharon
Schellen

From:

Name

Karen Wirt

6C08 Commissioner

Phone

Fax

(202) 727-6072

Phone

Fax

202 707-8479

Message:

For Monday 12/12/05 hearing. Original signed
copy being mailed to you today.