

## **Service Agreement Terms and Conditions**

This Service Agreement ("Agreement") is made by and between Tel-Data West, Inc., its affiliates, licensors, and various third-party companies (collectively, "Tel-Data West") and the "Customer" or "You". Use of this Service constitutes Customer acceptance of this User Agreement. Customer must initial each page bottom right.

### **BILLING**

Service and activation fees will be paid for in advance of service. Any per minute fees are invoiced on the next month's invoice. Subsequent Service is invoiced on the billing date until the Service is cancelled. Customer may choose between the 1<sup>st</sup> or the 15<sup>th</sup> of the month for recurring billing. The Customer agrees to provide a Visa, MasterCard or American Express credit card and authorizes Tel-Data West to charge the credit card for outstanding service charges. Tel-Data West will charge on or near the 1<sup>st</sup> or 15<sup>th</sup> day of each calendar month (the first business day after the date). Tel-Data West understands that you may be entitled to notice for charges or withdrawals, but Customer waives the right to receive prior notice for charges or for an uncollected Service Charge. The Customer understands that Tel-Data West may suspend service in the event that outstanding charges are not collected subject to the terms specified in Payment Obligations.

### **PAYMENT OBLIGATIONS**

Customer agrees to pay the applicable charges as generated by use of the Service on the 1<sup>st</sup> or 15<sup>th</sup> of each month. Customer may receive an invoice via email. If an invoice amount and or a copy of the invoice is desired please contact Tel-Data West and one will be provided. Customer understands that Service may be denied, terminated, or suspended if customer does not pay owed amounts on invoice when due. Payments received (15) days from the invoice date shall be assessed a late fee of (\$10 or 1.5% per month whichever is greater). If a balance remains after (30) days from the invoice date, the service shall be suspended and subject to a \$50 re-instatement fee or a \$50 cancellation fee. Customer agrees to pay for any and all use of Service, regardless of whether such use was authorized by Customer. All charges will be applied to Customer's Credit Card kept on file at Tel-Data West.

### **PER MIN CHARGES FOR 866-731-4636 SERVICE**

Customer agrees to pay the applicable charges for all calls into the 866-731-4636 service for inbound and outbound calls to and from a code that is assigned to you. All inbound calls are billed at a minimum of 18-second increment and 6-second increments, thereafter. Customer understands that as callers obtain information through this service, callers may generate simultaneous billable activities such as listening to the recorded message, obtaining a fax flyer, and/or transferring a caller to an external phone number. This Service bills for both "inbound" and "outbound (3-way)" calls. Charges are incurred whether or not calls are completed. All charges will be applied to Customer's Credit Card kept on file at Tel-Data West.

### **NO ADVICE OR SOLICITATION**

The Service provided by Tel-Data West is for information purposes only and should not be used or construed as an offer to sell, a solicitation of an offer to buy, or an endorsement, recommendation or sponsorship of any company or security by Tel-Data West, or its respective officers, directors, employees or agents. You acknowledge that any requests for information are unsolicited and shall neither constitute nor be construed as investment advice by Tel-Data West to you. Tel-Data West does not guarantee the suitability or potential value of any particular investment or information source.

### **LIMITS ON USE**

The Service is the property of Tel-Data West and is protected by applicable copyright and trademark law and other proprietary rights. You agree not to copy, reproduce, sell, rent, sublicense, perform, or commercially exploit the service in any manner, or alter, reverse engineer, or otherwise use the service in whole or in part without the express written consent of Tel-Data West. Notwithstanding the foregoing, such usage shall be permitted solely to the extent it constitutes "fair use".

### **WARRANTY DISCLAIMER**

Except as otherwise provided in this Agreement, Tel-Data West makes NO warranties expressed or implied, regarding the Service and more specifically does not warrant merchantability for fitness for a particular purpose. Any failure of Tel-Data West to furnish or maintain the Service is excused for any reason beyond our control.

### **LIMITATION OF LIABILITY**

To the fullest extent permitted by law, Tel-Data West will be liable to Customer only for proven direct damages caused by its willful misconduct and proven direct damages to persons or real or tangible personal property caused by its negligence. Tel-Data West's total liability to you in connection with any service under this agreement shall not

**Customer Initials** \_\_\_\_\_

exceed \$100.00 in proven direct damages. Tel-Data West will not be liable to you for any indirect incidental or consequential damages, including, but not limited to lost profits, whether such liability arises out of contract, tort (including negligence), strict liability or otherwise. The term Tel-Data West as used in this section shall include agents, resellers, employees, contractors, and subcontractors of Tel-Data West.

**INDEMNITY**

Customer agrees to release and hold harmless and to indemnify Tel-Data West from any claims that are the result of legal actions brought against Customer or Tel-Data West by any person Customer allowed to use this Service.

**TERMINATION**

You may terminate this agreement with a written 30-day notice via mail or fax: (623) 516-2048. Mail cancellation notices to: 24443 N. 85<sup>th</sup> Ave., Peoria, AZ 85383 Attn: Speaking House Cancellation. Your request must include the date (if faxed the date must match the date faxed) and signature. Cancellation is effective as of the end of the current Service period in which you terminate your service. Cancellations received after the end of the Service period are considered to be for the following month. You are responsible for paying and will be billed for the entire monthly fee for all services you were subscribed to at the time of cancellation. Any questions regarding Tel-Data West's cancellation policies and procedures may be directed to Tel-Data West by fax to (623) 516-2048. Upon any termination or cancellation you must discontinue all access to and use of the Service. In the event of termination the restrictions imposed on you under this Agreement shall survive along with the provisions on disclaimer and limitation of liability and any unpaid balances accrued on your account prior to termination.

**ATTORNEYS FEES AND COSTS**

Customer shall be liable for and shall indemnify and reimburse Tel-Data West for any and all attorneys fees and other costs and expenses paid or incurred by Tel-Data West for enforcement hereof, or in collecting any amounts due from Customer to Tel-Data West hereunder or resulting from any breach by Customer of any of the Terms or Conditions of this Agreement.

**OWNERSHIP SOLICITATION OF ADS AND PHONE NUMBERS**

Tel-Data West retains the rights of ownership of all Ad information placed by its members, associates, affiliates, or third parties. All information generated from the placement of such ads via any source, means, member, and or third party, may be used by Tel-Data West. All Phone Numbers including Toll-Free numbers used by Customers in conjunction with Service are the sole property of Tel-Data West and shall remain the property of Tel-Data West after termination of Service.

**COMPLIANCE WITH LAWS**

This Agreement is governed by the laws of the state of Arizona without regard to its provisions of conflicts of law. Should any provision of this Agreement or portion thereof be held illegal or unenforceable by an appropriate jurisdiction such provision shall be limited or severed and the remainder of the Agreement shall continue in full force and effect. Neither the rights nor the obligations arising under this Agreement are assignable or transferable by you and any such attempted assignment or transfer shall be void and without effect. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. Failure to enforce any term or condition of this Agreement shall not be a waiver of the right to later enforce any term or condition of this Agreement

**TRADEMARKS**

All trade names, trademarks, service marks and other product and service names, phone numbers, and logos featured herein are the proprietary trademarks of their respective owners and are protected by applicable copyright and trademark laws.

**OTHER TERMS AND CONDITIONS**

Tel-Data West reserves the right to modify or terminate this service without notice at any time. Any modification, revision or update of this Agreement shall be effective upon being posted to our web site, and the provisions of any such modification or revision bind you. This Agreement is effective until terminated by either party. Failure to comply with the terms of this Agreement shall immediately terminate the Agreement without notice from Tel-Data West. Failure to enforce any term or condition of this Agreement shall not be a waiver of the right to later enforce any term or condition of this Agreement

**Customer Initials** \_\_\_\_\_