



FACSIMILE & SERVICE AGREEMENT TERMS AND CONDITIONS

This agreement outlines the Facsimile Services that Low Cost Fax agrees to provide to our Customer and On-Line Account user.

- 1. Payment.** Customer will pay all charges for services in this Agreement send by Low Cost Fax on behalf of the customer. Broadcast fax or any or any other communications/web service require a payment amount that Low Cost Fax shall receive prior to rendering service to Customer. Unless you have established net terms Invoicing with Low Cost Fax. Therefore, your Low Cost Fax account will always require payment prior to sending out each project. Monthly Low Cost Fax will charge our on-line users a monthly Fee for maintenance and cleaning of facsimile lists under the Telephone Consumer Protection Act, Junk Fax Prevention Act of 2005.
- 2. FREE Trial and Guarantee:** Low Cost Fax agrees to send up to a maximum of 750 Fax pages or messages as a **FREE Trial for all New Customers within 5 business days of creating their FREE on-line Account.** Customer must agree to provide Valid Credit Card information when submitting each project and be charged a monthly account fee of \$4.95 per month for Small Volume Users (500 fax pages/messages per month or less) and \$9.95 per month for High Volume Users (750 fax pages or messages per month or more) to comply with all aspects of the Junk Fax Prevention Act of 2005. This charge is for cleaning customer fax lists and removing anyone that has requested that we do from our Nationwide Do Not Fax List.

In the event Low Cost Fax fails to provide the facsimile service requested by the customer, Low Cost Fax will refund any charges for that particular fax project based on original specifications.

With each Customer's submission of projects via on-line account, fax or other services agree to this Facsimile & Service Agreement and attests to the financial responsibility, ability, and willing to pay Invoice within the stated term and conditions under this agreement. Customer shall not use the Low Cost Fax services for any unlawful purpose and shall use the Low Cost Fax services in accordance with the terms and conditions provided herein.

Low Cost Fax a Division of New Business Success Systems, Inc.
P.O. Box 1686 Royal Oak, MI 48068-1686
Telephone: 888-728-3621
Website: www.lowcostfax.com email: Sales@lowcostfax.com



3. Content. Low Cost Fax has no control of the content of the Information passing through Low Cost Fax accounts. Low Cost Fax will make no modifications to documents or fax number lists submitted by Customer for delivery by Low Cost Fax under Customer's broadcast fax account. Low Cost Fax does not represent or endorse the accuracy or reliability of any opinion, advice or statement made through a Low Cost Fax account and shall have no liability for any harassing, offensive or obscene material distributed through a Low Cost Fax account for any material distributed through a Low Cost Fax account which is distributed in violation of any third party's copyright or other Intellectual property right or for any use of its services that may violate federal, state, or local laws or regulations.

4. Permitted Usage. Customer represents and warrants that it will only use Low Cost Fax services for lawful purposes and that its use of Low Cost Fax services will be in compliance with all federal, state and local laws and regulations Including, without limitation, the provisions of the Telephone Consumer Protection Act, Junk Fax Prevention Act of 2005. Customer represents and warrants that it will not use Low Cost Fax services to transmit any unlawful, harmful, threatening, abusive, libelous, vulgar, obscene, profane, hateful, or otherwise objectionable information of any kind, including, but not limited to encouraging conduct that would constitute a criminal offense. Infringe third party rights, give rise to civil liability or otherwise violate any local, state, federal or other law or regulation.

Customer represents that and warrants that it will not use Low Cost Fax services to upload, post, reproduce or distribute, in anyway, any information, software or other material protected by copyright or any other intellectual property right without first obtaining the permission of such right holder. Customer further warrants and represents that its use of Low Cost Fax services will comply with an applicable laws, regulations and conventions, including those related to data privacy, international communications, exportation of technical or personal data, and the sending of certain unsolicited facsimiles.

5. Regulation, Regarding Sending Facsimiles. There are numerous laws and regulations in the United States, Canada and other Jurisdictions regulating facsimile transmissions. In the United States for example, the Federal Communications Commission has summarized its rules at <http://www.fcc.gov/cgb/consumerfacts/unwantedfaxes.html>. Customer warrants and represents that it has familiarized itself with all applicable laws and regulations or will do so by consulting an attorney of customer's choice. Customer has received no legal advice whatsoever from Low Cost Fax regarding the legality of its email or facsimile transmissions or how to comply with facsimile or email transmission rules in any Jurisdiction. Low Cost Fax expressly forbids the unlawful use of its services in such manner as to violate any applicable law or regulation of any Jurisdiction. It is solely the

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responsibly of the customer to ensure that all such laws and regulations are adhered to. Customer expressly agrees to indemnify and hold harmless Low Cost Fax from and against any and all claims for violation of such laws and regulations.

6. Waiver of Liability. As a material inducement for Low Cost Fax to provide the services hereunder, Customer agrees that under no circumstances including negligence, shall Low Cost Fax or anyone else involved in creating, producing or distributing the Low Cost Fax services, be liable for any direct, indirect, incidental, special or consequential damages that result from: 1) the use of or inability to use, Low Cost Fax services; 2) from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission; 3) any failure of performance; 4) claims based on violations of any law or regulation due to use of Low Cost Fax services.

7. Disclaimer of Warranties. Low Cost Fax makes no express or implied warranties to Customer as to the description, quality, merchantability, completeness or fitness for any purpose of the goods or its services provided, Low Cost Fax expressly disclaims all warranties, expressed or implied, including but not limited to warranties of merchantability and of fitness for a particular purpose.

8. Indemnification. Customer shall defend, indemnify and hold harmless Low Cost Fax, a Division of New Business Success Systems, Inc. its officers, directors, employees and agents from any claims and expenses relating to any facsimile suit executed by any message recipient of a fax or email message sent by Low Cost Fax or its affiliated companies on behalf of its customer. Including reasonable attorneys fees, related to any breach of this agreement, use of Customer's account. or in connection with the placement or transmission of any message, information software or other content using the service. Low Cost Fax shall give written notice of any such claim, Action or demand within a reasonable time. Attorneys of its choice at Customer's expense shall represent Low Cost Fax; The foregoing also shall include reasonable cost of collections, including legal fees.

9. Governing Law & Venue. This agreement shall be governed by and construed In accordance with the laws of the State of Michigan and the federal laws of the United States applicable therein. All disputes arising out of or in connection with this agreement shall, at the option of Low Cost Fax, be arbitrated and finally resolved pursuant to the National Arbitration Rules. The language of the arbitration shall be English. The parties stipulate to personal Jurisdiction in such forum and expressly agree not to contest venue or the Jurisdiction of such forum.

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10. Severability. If any provision or portion of this agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this agreement that can be given effect without the invalid provision or portion, and, to this end, the provisions or portions hereof are severable.

11. No Waiver. The failure of either party at anytime. or from time to time, to require performance of any obligation under this agreement shall in no manner affect the right of either party to enforce any provision of this agreement at a subsequent time and shall not be construed as a waiver of any subsequent breach of that same provision.

12. Termination. Customer may cancel the services at anytime. Customer's only remedy with respect to any dissatisfaction with any term, rule, policy or practice of Low Cost Fax is to terminate this agreement by delivering notice to Low Cost Fax. Low Cost Fax, reserves the right to suspend or terminate the services provided to Customer, at its sole discretion, for any reason or for no reason at all. The parties agree that Low Cost Fax will not be liable for any damages suffered by Customer due to Low Cost Fax suspension or termination of services under this agreement.

Low Cost Fax
January 1, 2010

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