



### PHONE PROCESSING ACKNOWLEDGEMENT FORM

Anchor Computer, Inc. requires that each customer sign a Phone Processing Acknowledgement Form prior to the commencement of PHONE PROCESSING SERVICES. This Acknowledgement Form and the attendant Phone Processing Terms and Conditions included herein shall remain in effect UNLESS AND UNTIL MODIFIED BY ANCHOR.

I, the undersigned, an authorized representative of : \_\_\_\_\_

CLIENT Name (please print) \_\_\_\_\_

Address \_\_\_\_\_

City/State/Province/ZIP/Postal Code \_\_\_\_\_

CLIENT represents and warrants that IT WILL COMPLY WITH ALL LAWS AND REGULATIONS PERTAINING TO TELEMARKETING AND THE USE OF DIALING EQUIPMENT AT THE FEDERAL, STATE AND LOCAL LEVELS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO DO-NOT-CALL, AND PORTED NUMBERS, PRERECORDED SOLICITATIONS AND CALLS TO CELL PHONES SUCH AS THOSE SET FORTH IN 16 C.F.R §310, ET. SEQ. AND 47. C.F.R. §64.1200, ET SEQ. Anchor's phone process does not include Do-Not-Call processing, unless specifically requested by CLIENT. In order for Anchor to process Federal and or State DNC, Anchor requires that CLIENT provide it with CLIENT's Federal SAN for the area codes CLIENT requests Anchor to process. Client also acknowledges that they have registered with all the states that have a DNC list. At Anchor's option it may send the data to a trusted outside vendor for Federal and or State DNC processing (i.e., "scrubbing").

Anchor may identify dedicated wireless Area/Code/Exchanges (Blocks) in the data returned to CLIENTS. Landlines may be ported to wireless. To identify these numbers you must subscribe to iconectiv (iconectiv.com) in order that Anchor can identify these phone numbers. If you don't require ported numbers to be identified, it is not necessary for you to subscribe to iconectiv.

I have not subscribed to iconectiv and I don't require ported numbers to be identified.

I do require ported numbers to be identified and I have subscribed to iconectiv, or I will be subscribing to iconectiv.

Client agrees to make calls to the telephone numbers on their List only for the purposes and in the manner permitted by law. Anchor may send the data to trusted third parties in order to increase match rates or improve data quality. Neither Anchor nor the Data owner(s) will be liable to CLIENT for any loss or injury arising out of, or caused in whole or in part from, Client's use of the telephone numbers for a purpose or in a manner not permitted by law. Client further agrees to fully INDEMNIFY, DEFEND and HOLD HARMLESS Anchor and the Data Owner(s) for any and all claims, damages, losses, alleged by any third parties, including reasonable attorney's fees, that in any way arise out of or relate to Client's use of the telephone numbers on any list provided to CLIENT by Anchor.

To THE EXTENT Client represents and warrants that it is exempt from APPLICABLE Do-Not-Call regulations, SUCH EXEMPTION IS due to:

*(Please select applicable category below):*

Non-Profit (Charities):       Political Organization:       Telephone Survey Company:

ESTABLISHED Business Relationship With Consumer:

Non-Telemarketing Calls:

You acknowledge by checking the box that you are not using Anchor provided data for Ringless Voice Mail Messaging:

**Anchor will not provide any data for Ringless Voice Mail Messaging.**

CLIENT hereby acknowledges that it has received and reviewed all the PHONE PROCESSING TERMS AND CONDITIONS WHICH ARE INCORPORATED HEREIN BY REFERENCE.

By signing below, I confirm: (i) that I am at least eighteen (18) years of age with full authority to execute this Document on Client's behalf; and (ii) that CLIENT understands and accepts this acknowledgement form.

Client Name (please print) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_



## PHONE PROCESSING TERMS AND CONDITIONS

1. **ANCHOR Computer, Inc.** ("ANCHOR") agrees to provide Telephone Data at agreed upon prices and charges, subject to the terms and conditions stated herein or on our web site ([www.anchorcomputer.com](http://www.anchorcomputer.com)) unless otherwise agreed to in writing by ANCHOR. For purposes of definition herein, the term "CLIENT" will be in reference to the party that requested the Phone Services provided.
2. CLIENT agrees that once a phone data job has been run on behalf of the CLIENT or its third party processor, the job is deemed to have been accepted by the CLIENT and payment shall be due to ANCHOR according to the terms of the invoice. Once a job or any other Phone job has been deemed accepted, a job may not be cancelled for any reason.
3. Acceptance or use of Telephone Data in any form by CLIENT, or its third party processor (e.g., a service bureau or letter shop), acting on CLIENT's behalf or on behalf of an ultimate user of the Telephone Data, constitutes CLIENT's full acceptance of, and agreement with, the terms and conditions stated herein.
4. The Telephone Data provided is for CLIENT's use only and shall not be copied, disseminated, sublet, resold, or republished in any manner whatsoever.
5. CLIENT agrees that: (a) It is the CLIENT'S sole and exclusive responsibility to ascertain and comply with any and all Federal, State and Local laws, statutes and regulations, including those that pertain to Do-Not-Call laws and regulations, Calls to cell phones and the transmission of prerecorded messages, (b) Client further agrees to fully INDEMNIFY, DEFEND and HOLD HARMLESS Anchor and the Data Owner(s) for any and all claims, damages, losses, alleged by any third parties, including reasonable attorney's fees, that in any way arise out of or relate to Client's use of the telephone numbers on any list provided to CLIENT by Anchor..
6. Payment is to be made by Credit Card or by establishing a commercial credit relationship (a Network Account) with CLIENT represents and warrants that it is an authorized user of the credit card or credit information provided for each order submitted. ANCHOR reserves the right to reject any order placed by CLIENT if the credit card, check or other information provided cannot be processed for any reason whatsoever, with no liability to ANCHOR. In the event of changes in the specifications, schedules or materials authorized by CLIENT, any increased prices and additional charges shall be determined by ANCHOR and added. Applicable cancellation charges will also be assessed and added. Invoices are due upon receipt. All amounts not paid within fifteen (15) days of the due date shall be subject to a service charge of the lower of one and one half percent (1½%) per month or the highest rate under applicable law effective from the invoice date. Client agrees that it shall pay any and all reasonable attorney fees, court costs and other expenses incurred in the collection of any amounts owed by client and not paid when due. Client agrees they (and not any other party) are totally responsible for any unpaid invoice unless otherwise agreed to in writing by ANCHOR.
7. The CLIENT and/or third party processor is obligated to examine all Telephone Data upon delivery and to notify the appropriate ANCHOR representative if any questions or problems arise. Adjustment in prices and charges cannot be made unless written notice is received by an appropriate ANCHOR representative within 10 calendar days after delivery of the Data.
8. ANCHOR shall not be responsible for, or incur any liability, as a result of delays or failures in the delivery of any Telephone Data, in schedules or in performance of its services in the event of any act or occurrence beyond ANCHOR's reasonable control.
9. CLIENT acknowledges that information provided by ANCHOR is furnished "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF CORRECTNESS, COMPLETENESS, CURRENTNESS, PERFORMANCE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
10. ANCHOR SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY ANCHOR'S NEGLIGENT ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, PROCESSING, COMMUNICATING OR DELIVERING THE TELEPHONE DATA, DIRECTLY OR INDIRECTLY, TO CLIENT. ANCHOR'S SOLE LIABILITY AND CLIENT'S SOLE REMEDY REGARDLESS OF THE FORM OF LEGAL ACTION TAKEN BY CLIENT, WHETHER IN TORT OR CONTRACT, SHALL NOT EXCEED THE REFUND OF THE AMOUNTS, IF ANY, PAID BY CLIENT. CLIENT AGREES ANCHOR SHALL NOT BE LIABLE FOR LOST PROFITS OR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PARAGRAPH STATES ANCHOR'S ENTIRE LIABILITY AND THE CLIENT'S SOLE REMEDY FOR ANY BREACH HEREUNDER.
11. ANCHOR reserves the right to modify or discontinue its PHONE PROCESSING at any time. The Terms and Conditions hereunder may be amended from time to time, and further restrictions may be added by ANCHOR at its sole discretion. (ANCHOR may modify the Terms and Conditions by posting any such changes on its web site).
12. The terms and conditions contained herein will be governed by, and construed, in accordance with the laws of the State of New York, which are intended to supersede any choice of laws or rules which might otherwise be applicable. ANCHOR and CLIENT consent to the jurisdiction of the courts of the State of New York, whether Federal, state, or local with respect to any actions that may arise out of, or relate to, this arrangement.
13. With respect to the subject matter hereof, this statement of Terms and Conditions and the accompanying Phone Processing Acknowledgement Form shall be the complete and exclusive statement of the agreement between ANCHOR and CLIENT. Any terms and conditions contained on a purchase order or similar documentation issued by the CLIENT shall not alter any of the terms and conditions contained herein and shall be only for the internal administrative convenience of CLIENT.
14. CLIENT is responsible for any applicable sales or use taxes imposed upon transaction(s) rendered herein by Federal, State and Local governments and agencies.