

AGREEMENT

This agreement (“**Agreement**”) is entered into as of _____ (“**Effective Date**”) by and between the following parties (“**Parties**”):

- 1) **VoiceMailTel Inc.** (hereinafter called "**VoiceMailTel**"), a Canadian Corporation having its registered office at 2 Bloor Street West Suite 700, Toronto, Ontario, Canada, M4W 3R1, hereby validly represented by Remus Lechintan, President & CEO; and
- 2) _____ (hereinafter called "**Client/Customer**"), a Canadian Corporation having its registered office at _____ hereby validly represented by _____.

1. Overview

By using VoiceMailTel Fax Broadcasting services, client agrees to be bound by the following terms and conditions. These terms and conditions may be modified periodically without prior notice to clients. Any amendments to these terms and conditions will appear on VoiceMailTel website <http://www.voicemailtel.com/fax-broadcasting/>.

2. Entire Agreement

These terms and conditions form the entire agreement between the parties regarding the services provided, it supersedes all prior communications, negotiations and agreements, whether oral or written, about the subject matter of this Agreement.

3. Payment Policies, Fees, Refunds and Terms of Agreement

Full payment is required before any service is provided, including renewals. Tax invoices, reminders and any other payment-due notices may be sent via email. Billing will continue until the service is canceled. Clients may cancel at any time. There are no credits or refunds for service time already used.

Prepaid services that are canceled before the prepaid amount is used, will be credited to the client's account, calculated from the end of the current billing cycle. Service cancellations based on a prepaid annual amount, which include an annual payment discount will be recalculated and have the discount removed and the regular monthly amount applied to the term used. Refunds are at the sole discretion of VoiceMailTel management staff.

All monetary transactions are in Canadian dollars. Additional features can be added at any time. VoiceMailTel reserves the right to change its pricing without prior notice.

4. Number Ownership

The client must prove the ownership of the fax numbers. VoiceMailTel Fax Broadcasting will send faxes on behalf of the client company, thus accepting no legal liability.

5. Account Management

The management of a VoiceMailTel Fax Broadcasting account is done via the Account Management System. Clients assume the responsibility that the email address associated with their account is up to date. They also acknowledge that VoiceMailTel is not responsible if they are not receiving messages via the email address provided by the client, which is listed under the clients account on the Account Management System.

6. Service Changes

VoiceMailTel reserves the right to make changes to the VoiceMailTel Fax Broadcasting service and the Terms and Conditions of this service at its sole discretion. The continued use of the VoiceMailTel Fax Broadcasting service and the lack of a notice for the cancellation of the service, are considered an acceptance of such changes.

7. Cancellation

Service cancellations must be done either:

- In writing via regular mail, signed by a person who is authorized to enter contracts on behalf of the client.
- By email from the email address associated with the account.

Clients may cancel the service at any time. VoiceMailTel does not offer credits or refunds for service time already used.

Service subscriptions and their associated charges continue on a monthly basis until they are canceled by the client.

Cancellations must be requested prior to the customers' billing date.

VoiceMailTel may cancel the Fax Broadcasting services for any customer, without liability, for any of the following reasons:

- a) Non-payment of fees due for any services.
- b) Abuse of service
- c) By court order
- d) A violation of any law or regulation of any governing authority having jurisdiction over the service
- e) If the Customer provided false or misleading credit and/or contact information

8. Legal Information

- a) This Agreement is governed in all respects by the existing laws
- b) This agreement cannot be assigned or transferred

9. Privacy Policy

As a part of VoiceMailTel's privacy policy, the company does not save or store copies of faxes, hence VoiceMailTel is unable to forward or re-send any unread or unsent messages to clients or any third party.

10. Customer Service Policy

If for any reason VoiceMailTel is unable to provide the service described, clients will be notified via email.



11. Indemnification Policy

VoiceMailTel does not warrant that its fax service will be error free or uninterrupted. In no event shall VoiceMailTel be liable for any loss, loss of data, or other commercial damage, including but not limited to special, incidental, consequential or other damages. Clients, by using the service agree that they shall defend, indemnify, save and hold VoiceMailTel Fax Broadcasting harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against VoiceMailTel, its agents, its customers, officers and employees, that may arise or result from any service provided, performed, agreed to be performed or any product sold by customer, its agents or employees.

VoiceMailTel

Ioan Lechintan

Authorized Signature

Print Name and Title

www.voicemailtel.com
1-(866)-686-4236 (VOICE)

sales@voicemailtel.com

Authorized Signature

Print Name and Title