



**PHONE APPEND
PROCESSING ACKNOWLEDGEMENT
FORM**

Anchor Computer, Inc. requires that each customer sign a Phone Append Processing Acknowledgement Form prior to the commencement of PHONE APPEND PROCESSING SERVICES. This Acknowledgement Form and the attendant Terms and Conditions included herein shall remain in effect for a period of one (1) year with respect to PHONE APPEND PROCESSING SERVICES. The PHONE APPEND Processing Acknowledgement Form must be updated on an annual basis as of the date shown below (a new form must be executed annually).

I, the undersigned, an authorized representative of:

CLIENT Name (please print) _____

Address _____

City/State/Province/ZIP/Postal Code _____

Represent and warrant that it will comply with the laws and regulations of all Telephone Number Do-Not-Call Lists applicable to their outbound call programs. Anchor's Phone Append process does not include Do-Not-Call processing, it's available as an optional service. Client agrees to make calls to the telephone numbers on their List only for the purposes permitted by law.

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 in a manner not permitted by law. Client further agrees to fully defend and indemnify Anchor and the Data Owner(s) for any and all claims, damages, losses, including reasonable attorney's fees, resulting from Client's use of the telephone numbers on their list not permitted by law.

Client represents and warrants that it is exempt from Do-Not-Call regulations due to:

(Please select applicable category below):

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

Existing Business Relationship With Consumer: _____

Hereby acknowledge that we have received and reviewed all the PHONE APPEND PROCESSING TERMS AND CONDITIONS that is incorporated herein as part of this document. In order to increase match rates on the file, I do hereby authorize Anchor Computer Inc., to send data to a trusted outside vendor.

By signing below, I confirm: (i) that I am at least eighteen (18) years of age with full authority to execute this Document on the COMPANY's behalf; and (ii) that the COMPANY understands and accepts the provisions/restrictions stated in this Document.

Customer Name (please print) _____

Signature _____

Title _____ Date _____



PHONE APPEND 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 unless otherwise agreed to in writing by Anchor. For purposes of definition herein, the term "CLIENT" will be in reference to the party that agreed to the Phone Append 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 an append job or any other Phone Append job has been deemed accepted, a job may not be cancelled for any reason.
3. Acceptance or use of Telephone Data in any form (e.g. magnetic tape or cartridge; any printed matter whether computer generated or produced in another fashion; Electronic Data Transfer; Etc.) 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 CLIENTS 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; (b) Anchor is suppressing only those telephone numbers of consumers in clients lists that have been matched against the Direct Marketing Association Telephone Preference Service (DMA-TPS) and/or any prior authorized National Do Not Call Registry data included therein; (c) By signing this agreement you agree to hold Anchor harmless from all liabilities, damages, losses, claims, costs, and expenses (including attorneys' fees) from clients failure to abide by any applicable Federal, State and local laws and statutes.
6. Payment is to be made by Credit Card or by establishing a commercial credit relationship (an Anchor Network Account) with Anchor. 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 Computer Inc. 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 Computer.
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 originating from or through Anchor and delivered to CLIENT may be less than 100% error free and 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. CLIENT shall indemnify, defend and hold Anchor harmless from and against any and all liabilities, damages, losses, claims, costs, and expenses (including attorneys' fees) arising from CLIENT's use of the Telephone Data provided by Anchor.
12. Anchor reserves the right to modify or discontinue its PHONE APPEND 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).
13. 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.
14. With respect to the subject matter hereof, this statement of Terms and Conditions shall be the complete and exclusive statement of the agreement between Anchor and CLIENT unless a definitive Agreement has been executed between CLIENT and Anchor overriding the terms and conditions hereof. Any changes must be accepted in writing by Anchor before such changes become effective. 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.
15. CLIENT is responsible for any applicable sales or use taxes imposed upon transaction(s) rendered herein by Federal, State and Local governments and agencies.