



ANS iFax Data Sheet

TERMS AND CONDITIONS

This Agreement is entered into between Advanced Network Solutions, Inc. ("ANS") and you ("you" or "Customer"), and governs the terms and conditions of your use of the ANS iFax Services. This Agreement, together with any operating rules, policies, price schedules, or other supplemental documents expressly incorporated herein by reference or published from time to time by ANS (collectively, the "Agreement"), constitutes the entire Agreement between ANS and you regarding the ANS iFax Services, and supersedes all prior agreements between the Parties regarding the subject matter of this Agreement. For purposes of this Agreement, ANS "ANS iFax Services" or "Services" are defined as any and all services provided by ANS to you either now or in the future. **By using ANS iFax Services, you confirm your acceptance of, and agree to be bound by, this Agreement.**

BY CLICKING ON "I AGREE" OR BY ACCESSING, BROWSING, OR USING THIS SITE AND OUR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU WILL NOT BE GRANTED PERMISSION TO ACCESS OR USE THIS SITE AND OUR SERVICES. BY ACCEPTING THIS AGREEMENT, YOU WILL ALSO BE DEEMED TO HAVE (I) REPRESENTED AND WARRANTED THAT THE INFORMATION PROVIDED BY YOU IN THE APPLICATION IS TRUE AND CORRECT IN ALL RESPECTS AND THAT YOU WILL UPDATE SUCH INFORMATION IF IT CHANGES, (II) AGREED TO PAY ALL CHARGES TO YOUR ACCOUNT THAT YOU INCUR AS A RESULT OF USE OF THE SERVICES THROUGH YOUR ACCOUNT, AND (III) REPRESENTED AND WARRANTED THAT YOU ARE AT LEAST 18 YEARS OF AGE.

USER NAME AND PASSWORD: Upon approval of your Application, an account will be opened in your name and a user name and password will be provided to you that will enable you to access the ANS iFax Web Site and use the ANS iFax Services. Please remember that your user name and password are unique to you and should not be communicated to any other person. **UNDER NO CIRCUMSTANCES WILL ANY REPRESENTATIVE OR EMPLOYEE OF ANS ASK FOR YOUR PASSWORD.** By accepting this Agreement, you represent and warrant to ANS that you will not communicate your user name and/or password to any unauthorized user. You agree to assume sole responsibility for all harm resulting from the use of the user name and/or password by anyone other than yourself.

INVOICING AND PRICING: Customers will be invoiced monthly via email. Payment is due net 10 days from invoice date. Monthly invoicing by mail is available for an additional fee. ANS iFax's current fees for services are incorporated by reference. ANS reserves the right to change its fees at any time, and such changes shall be effective upon 30 days notification to customer.

LATE PAYMENTS AND TERMINATION: Late payments will be charged interest fees of 1% per month. Delinquent accounts are subject to immediate termination and will only be reactivated upon payment of a two hundred dollar (\$200.00) reactivation fee.

CONTENT: ANS has no control of the content of the information passing through ANS iFax accounts. ANS iFax does not represent or endorse the accuracy or reliability of any opinion, advice or statement made through a ANS iFax account, and shall have no liability for any harassing, offensive or obscene material distributed through a ANS iFax account, and for any material distributed through a ANS iFax 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.

PERMITTED USAGE: Customer represents and warrants that it will only use ANS iFax's services for lawful purposes and that its use of ANS iFax's 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. Customer represents and warrants that it will not use ANS iFax's 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 ANS iFax's services to upload, post, reproduce or distribute, in any way, any information, software or other material protected by copyright or any other intellectual property right without first obtaining the permission of such right holder.



ANS IFAX'S WEB SITE: Conditioned on Customer's continued compliance with this Agreement, ANS grants Customer a non exclusive, non transferable, limited license during the terms of this Agreement to use and access the ANS iFax Web Site ("Site"), all software, graphics and design elements contained in the Site ("Proprietary Elements") and all other information and materials regarding your use of the services contained in the Site ("Content"). Except as expressly permitted by ANS in writing, you may not copy, upload, post, transmit, download, modify, distribute, sell, sublicense, transfer, mirror, frame or create derivative works of the Site or any part thereof, or any Proprietary Elements or Content. Further, you may not use any meta tags or any other "hidden text" utilizing ANS's name or any Proprietary Elements without ANS's prior written consent.

NATURE OF THE INTERNET: Customer acknowledges and agrees that the nature of the Internet is such that ANS cannot and does not guarantee access to the Site or its Services. ANS may, from time to time, temporarily suspend your access without any prior notice to you. Moreover, you understand and agree that ANS will not be liable for any direct, indirect, incidental, special or consequential damages relating to any pranks, hoaxes, viruses, bugs or any other form of technological failure, natural disaster or security breach that may prevent or interrupt access to or use of the Site, or cause information or communications transmitted through ANS iFax's accounts to be publicly disseminated or otherwise misdirected, or for any other mistake, omission, deletion of information or communications or error.

LINKS: ANS makes no claims or representations regarding the quality, content, nature or reliability of sites accessible by hyperlink from this Site or sites linking to this Site, and you agree that ANS has no responsibility for such links. Any linked sites are not under ANS control, and it is not responsible for the content of any linked site or any link contained in a linked site, or for any review, changes or updates to any such sites. Any linked sites are provided to you only as a convenience. The inclusion of any link does not imply affiliation, endorsement or adoption by ANS of the linked site or any information contained therein. When leaving this Site, you should be aware that ANS's terms and policies may no longer govern your use of linked sites, and, therefore, you should review the applicable terms, conditions and policies, including privacy and data gathering practices, of each linked site.

CONFIDENTIALITY ON THE INTERNET: Use of the Internet is solely at your own risk and is subject to all applicable local, state, national and international laws and regulations. You agree that ANS is not responsible for the security of any communication or information transmitted over the Internet by or for you. You assume all risks in transmitting information or communications to or from this Site, you must make your own determination as to these matters and ANS is not responsible for making any recommendations whatsoever to you.

WAIVER OF LIABILITY: AS A MATERIAL INDUCEMENT FOR ANS IFAX TO PROVIDE THE SERVICES HEREUNDER, CUSTOMER AGREES THAT UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL ANS OR ANY AFFILIATED PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES TO THIS AGREEMENT. THIS SITE AND THE SERVICES OFFERED WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

DISCLAIMER: The Site and any information or communication transmitted from or through the Site is provided "AS IS," "AS AVAILABLE," and all warranties (whether express, implied or statutory) are hereby disclaimed by ANS and expressly waived by Customer (including, but not limited to, any implied warranties of merchantability and fitness for a particular purpose).

TERM: This Agreement shall have a term of one (1) year commencing on the date that both ANS and Customer have executed this Agreement, and thereafter, this Agreement shall automatically renew for additional one (1) year periods absent written notice by either ANS or Customer to the other at least 60 days prior to the end of the then current one (1) year period (collectively, the "Term").

INDEMNIFICATION: CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS ANS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS FROM ANY CLAIMS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RELATED TO ANY BREACH OF THIS AGREEMENT OR ARISING FROM THE TRANSMISSION OF ANY MESSAGE, INFORMATION, SOFTWARE OR OTHER CONTENT USING THE ANS IFAX SERVICES. ANS SHALL BE DEFENDED BY ATTORNEYS OF THEIR CHOICE AT CUSTOMER'S EXPENSE.



GOVERNING LAW AND VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The Parties stipulate to the exclusive jurisdiction of the federal and state courts located in Akron, Ohio to hear any controversy or claim between the Parties arising out of or related in any way to this Agreement. The Parties also stipulate to personal jurisdiction in such courts and expressly agree not to contest venue or jurisdiction in such courts.

ATTORNEYS' FEES: In the event that ANS uses legal means to enforce any of its rights under this Agreement against you and is successful, then, in addition to any other remedy to which ANS is entitled, it shall also be entitled to be reimbursed by you for all costs and expenses ANS incurs to enforcing its rights, including, without limitation, reasonable attorneys' fees.

NOTICES: Except as expressly stated otherwise, all notices to ANS shall be sent to 2780 South Arlington Road, Suite 202, Akron, Ohio 44312. All notices to you shall be sent to the email address that you provide to ANS in your Application. It is your responsibility to update your email address if it changes. Such notice shall be deemed received one (1) business day after the email is sent.

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.

MISCELLANEOUS: This Agreement constitutes the sole Agreement between you and ANS relating to your use of this Site, the Services and the subject matter hereof, and no representations, statements or inducements, oral or written, not contained in this Agreement shall bind either party. No waiver of any right under this Agreement by ANS will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. ANS reserves the right to assign, transfer or delegate any rights and/or obligations hereunder, in part or in whole, without your prior consent. You may not assign, transfer or delegate your rights or obligations hereunder, in whole or in part, without ANS's prior written consent. This Agreement shall be binding upon and inure to the benefit of each Party to this Agreement and to their respective successors and permitted assigns. Any action or claim against ANS must be brought within one (1) year following the date on which the claim first accrued or shall be deemed forever waived. A printed version of this Agreement and of any related notice given in electronic form shall be admissible in any judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

TERMINATION: ANS reserves the right to suspend or terminate access to the Site or its Services provided to Customer, at its sole discretion, for any reason or for no reason at all. Should ANS cancel Service, prepaid monthly fees for Service not rendered will be prorated and refunded. Set-up fees are not refundable. Upon the termination of your account, you remain liable for all charges to your account through termination. ANS will not be liable for any damages suffered by Customer due to ANS's suspension or termination of access to the Site or the Services.

THIRD PARTY BENEFICIARIES: This Agreement has been made and is made solely for the benefit of ANS and the Customer, and their respective successors and permitted assigns. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.

Revision date 02/25/05