



FAX & EMAIL, DIRECT MAIL, LIST(S) AND STORE ITEMS SERVICE AGREEMENT TERMS AND CONDITIONS

This agreement outlines the Fax, Email and Direct Mail services that Electronic Post Office Corporation agrees to provide to our Customer and On-Line Account and On-line Store user.

1. Payment. Customer will prepay all charges for services in this Agreement send by Electronic Post Office Corporation on behalf of the customer. Broadcast fax or email services or any other communications/web service require a prepayment amount that Electronic Post Office Corporation shall receive prior to rendering service to Customer. Unless you have established net terms Invoicing with Electronic Post Office Corporation. *Therefore*, your Electronic Post Office Corporation account will always work off prepayment or Invoiced amounts. **Annual Fees for maintenance and cleaning along with Prepayment Accounts accepting Unlimited Fax or Unlimited Email Payment Plans per year to obtain custom fax or email rates are automatically renewed 45 - 60 days by computer prior to their expiration date. Electronic Post Office Corporation will Invoice our existing (Fax and Email) users an Annual Fee for maintenance and cleaning of both fax and email lists under the Telephone Consumer Protection Act, Junk Fax Prevention Act of 2005 and CAN-SPAM Act of 2003. This payment cannot be deducted from prepayment amounts that may or may not be in your on-line account. Failure to pay this fee will result in your account being closed and any funds within your account including, unlimited plans, promotional free funds and all funds available at that time will be lost.**

With each Customer's submission of projects via on-line account, fax, email or mail agree to this Fax & Email 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 Electronic Post Office Corporation services for any unlawful purpose and shall use the Electronic Post Office Corporation services in accordance with the terms and conditions provided herein.

2. Electronic Post Office Corporation – On-line Store (www.mailgram.us/MSGs/) for New Customers and New Products and Services that are added. Please be advised when you make a purchase through our on-line store, using a credit card, i.e. MasterCard, Visa, American Express or Discover. The following additional terms & conditions will apply to you and your purchase.

**Electronic Post Office Corporation - P.O. Box 1686 Royal Oak, MI 48068-1686
Telephone: 248-399-3333 Facsimile: 248-850-7415
Website: www.mailgram.us email: helpdesk@mailgram.us**



- a. This is not a yearly account with Electronic Post Office Corporation. This account may be a monthly account or a 1-time purchase user. You have the right to cancel this service at any time by calling our helpdesk at 1-248-399-3333 or emailing us at helpdesk@mailgram.us. Your request will be reviewed based on the information you supply under Product Returns and answered within 24-48 hours. If your request is valid – we will provide you with a On-Line Store Credit or a Refund by check.
- b. If you purchased a product or service through our On-Line Store you can go 24/7 to cancel this service by or going to Product Returns at the bottom of our on-Line Store and completing this form.
- c. Please note: Our fax rates range from \$.045 per fax page minute to as high as \$.07 per fax page minute depending on the speed of deliver of your fax. An example would be if you sent out 1,000 1 page fax messages for Off Peak delivery the cost to you would be \$45.00. No hidden charges or costs. When you select either our Basic, Bronze, Silver or Gold Plans, an On-Line Account is created and your fax sending amount is deducted after each sending. You will receive a new user name and password after you select your fax plan. Access to your account is 24/7. Our prices may change at anytime within 30 day notification by email and regular mail.
- d. Please note: That our Email rates are based on Monthly Plans. An example would be if you sent out 1,000 1 page Email messages this volume would be deducted from your Monthly Plan. If you selected our Bronze Email Plan this plan allows you to send 10,000 emails per month. So after this sending you would still have a balance of 9,000 emails to send in the current month. No hidden charges or costs. When you select either our Basic, Bronze, Silver or Gold Plans - an On-Line Account is created and your Email sending Volume amount is deducted after each sending. You will receive a new user name and password after you select your Email plan. Access to your account is 24/7. Our prices may change at anytime within 30 day notification by email and regular mail.

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3. Content. Electronic Post Office Corporation has no control of the content of the Information passing through Electronic Post Office Corporation accounts. Electronic Post Office Corporation will make no modifications to documents or fax number lists submitted by Customer for delivery by Electronic Post Office Corporation under Customer's broadcast fax or email account. Electronic Post Office Corporation does not represent or endorse the accuracy or reliability of any opinion, advice or statement made through a Electronic Post Office Corporation account and shall have no liability for any harassing, offensive or obscene material distributed through a Electronic Post Office Corporation account for any material distributed through a Electronic Post Office Corporation 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.

3. Permitted Usage. Customer represents and warrants that it will only use Electronic Post Office Corporation services for lawful purposes and that its use of Electronic Post Office Corporation 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 and CAN-SPAM Act of 2003.

Customer represents and warrants that it will not use Electronic Post Office Corporation 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 Electronic Post Office Corporation 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 Electronic Post Office Corporation 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.

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4. Regulation, Regarding Sending Facsimiles & Emails. 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 Electronic Post Office Corporation regarding the legality of its email or facsimile transmissions or how to comply with facsimile or email transmission rules in any Jurisdiction. Electronic Post Office Corporation 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 responsibly of the customer to ensure that all such laws and regulations are adhered to. Customer expressly agrees to indemnify and hold harmless Electronic Post Office Corporation from and against any and all claims for violation of such laws and regulations.

5. Waiver of Liability, As a material inducement for Electronic Post Office Corporation to provide the services hereunder, Customer agrees that under no circumstances including negligence, shall Electronic Post Office Corporation or anyone else involved in creating, producing or distributing the Electronic Post Office Corporation services, be liable for any direct, indirect, incidental, special or consequential damages that result from: 1) the use of or inability to use, Electronic Post Office Corporation 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 Electronic Post Office Corporation services.

6. Disclaimer of Warranties. Electronic Post Office Corporation 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, Electronic Post Office Corporation expressly disclaims all warranties, expressed or implied, including but not limited to warranties of merchantability and of fitness for a particular purpose.

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7. Indemnification. Customer shall defend, indemnify and hold harmless Electronic Post Office Corporation, its officers, directors, employees and agents from any claims and expenses relating to any facsimile or email suit executed by any message recipient of a fax or email message sent by Electronic Post Office Corporation 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. Electronic Post Office Corporation 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 Electronic Post Office Corporation; The foregoing also shall include reasonable cost of collections, Including legal fees.

8. 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 Electronic Post Office Corporation, 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.

9. 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.

10. 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 snail not be construed as a waiver of any subsequent breach of that same provision,



11. 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 Electronic Post Office Corporation is to terminate this agreement by delivering notice to Electronic Post Office Corporation. Electronic Post Office Corporation, 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 Electronic Post Office Corporation will not be liable for any damages suffered by Customer due to Electronic Post Office Corporation suspension or termination of services under this agreement.

Electronic Post Office Corporation
January 2015 – December 2016

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