

iCue Corp.
Terms of Service

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This Agreement is entered into by iCue Corp. a Pennsylvania Corporation d/b/a iSendit (together referred to as iSendit) and You (interchangeably referred to as "You", "Your", "Customer" or "Customer's"), and provides the terms and conditions of your use of this web site and associated services, whether provided to You now or in the future. By using any of iSendit's Services You confirm and reaffirm your acceptance of, and agree to be bound by, this Agreement.

The use of this website, fax, email, mail, voice, mail, web services and any other Services (Service or Services) that iSendit provides to You are subject to the following Terms of Services ("Terms"). iSendit reserves the right to update the Terms at any time without notice to You. The most current version of the Terms can be reviewed by clicking on the "Terms of Service" hypertext link located at the bottom of our web pages.

Description of Services: Through its network of Web properties, iSendit and/or its Web properties including but not limited to www.iCueCorp.com, www.iSendit.com, www.CampaignHound.com and other of our Web properties that may link to, or reference, this Terms of Service, and our collaborating business partners, provides You with access to a variety of services, hereinafter referred to as Services. The Services, including any updates, enhancements, new features, and/or the addition of any new web services, and all other technical and professional services provided are subject to these Terms of Service.

No resale of Services: Your right to use the services is personal to You. You may be an individual or a corporation, organization or business entity, but You agree not to resell the use of the Services.

Privacy and Protection of Personal Information: See our Privacy Statement hypertext link located at the bottom of our web pages for disclosures relating to the collection and use of your information.

Trademark & Copyright Notices: This web site is Copyright iSendit © 2006,2007. All rights reserved. iCue, iSendit, "Click. Send. Done." and names and associated logos are Trademarks or Service Marks of iCue Corp. All content and functionality on this website, including, but not limited to, the graphics, text, icons, logos, video, sound, files, documents, forms, banners, footers and images and the arrangement thereof, unless otherwise stated, is the exclusive property of iSendit or its licensors and is protected by U.S. and international copyright laws. Nothing contained herein shall be construed as conferring any license or right under any copyright, patent, trademark or other proprietary interest of iSendit to any third party. The trademarks, service marks, designs and logos displayed on the site are the registered and unregistered trademarks or service marks of iSendit and its licensors. iSendit provides information on this website that is free as charge provided and may be used by You for informational purposes only. iSendit makes no assurances that the information provided is complete, accurate or correct. You will not use or register the name iSendit or any other trade name or trademark or service mark of iSendit without express, prior permission and You will not obstruct the identification procedures used by iSendit in the services.

Web Site Content: In making the information on this web site available, no advisory services relationship is implicated or established and neither iSendit nor any other person is, in connection with the web site, engaged in rendering advisory, consulting, development or other professional services or advice. Neither this web site nor any content on or content accessed through this site shall be considered a substitute for the independent investigations and the sound technical and business judgment of the user of this web site. The user should consult with a professional advisor familiar with your particular factual situation for advice or service concerning specific matters related to the use of this web site. In other words, the information on this web site is for your own use and is used at your own risk without warranty of any kind. iSendit does not assure the accuracy or completeness of

information provided in this website. iSendit may change this website content, appearance, service offerings, features or functionality at any time without notice to You.

Account, Password, and Security: If any of the Services requires You to open an account, You must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. We will provide You with an account number and password linked to your email address. You are entirely responsible for maintaining the confidentiality of your and account number and password. Furthermore, You are entirely responsible for any and all activities that occur under your account. You agree to notify iSendit immediately of any unauthorized use of your account or any other breach of security. iSendit will not be liable for any loss that You may incur as a result of someone else using your password or account, either with or without your knowledge. However, You could be held liable for losses incurred by iSendit or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

Prohibited Use of Service: As a condition of your use of the Services, You will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any iSendit server, or the network(s) connected to any iSendit server, or interfere with any other party's use and enjoyment of any iSendit Services or iSendit's vendors' services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any iSendit server or to any of the Services, through hacking, password mining, spy-ware, or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

Use Of Software: Customer acknowledges that any iSendit file downloads or referenced third party software is your personal use and may not be repackaged or sold in anyway. Customer represents that You will not use iSendit'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.

Lawful Use of Service: When using iSendit's Services, You agree to comply with all applicable local, state, federal or other laws, regulations, or conventions including those related to Do-Not-Call provisions; Do-Not-Fax provisions; Federal Communication's regulations defined by the Telephone Consumer Protection Act of 1991, 47 CFR 64.1200 and its descendants; the Federal Trade Commission's (FTC) amended Telemarketing Sales Rules (TSR) and Do-Not-Call provisions, 16 CFR Part 310; CAN-SPAM (Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003) Act of 2003; data privacy; international communications; and export of technical or personal data regulations. You represent that the information submitted for transmission via the iSendit service is for lawful purposes only and that the transmission of messages, documents, attachments or files is not in violation of any United States Federal, State or Canadian Provincial laws. You agree You will not 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, national or other law or regulation. iSendit does not assume any liability, for any information or materials distributed through its Services, or for information or materials distributed through its Services that is distributed in violation of any third party's copyright or other intellectual property right.

Permitted Use of Services and Customer Responsibilities: You are fully responsible for the contents of your transmissions through the Services. iSendit simply acts as a passive conduit for You to send and receive information of your own choosing. However, iSendit reserves the right to take any action with respect to the Services that iSendit deems necessary or appropriate in its sole discretion if iSendit believes You or your information may create liability for iSendit, compromise or disrupt the Services for You or other Customers, or cause iSendit to lose (in whole or in part) the services of iSendit' ISPs or

other service suppliers. The Services make use of the Internet and the world-wide telecommunications network infrastructure for You to send and receive information of your own choosing. As a result, your conduct is subject to Internet regulations, policies, procedures, United States Federal regulations and other international government regulations.

Distribution of Content: iSendit has no control of the content of the information and/or messages passing through the Services. iSendit cannot and is not responsible for Your messages and communications. iSendit cannot and does not represent or guarantee the completeness, fitness for use, quality, quantity, size or duration of messages and information delivered through Services. iSendit does not represent or endorse the accuracy or reliability of any Customer information, opinions, advice or statements made through the Service or by using the Service. iSendit does not assume liability for any illegal, harassing, offensive or obscene material distributed through the Service. iSendit does not assume any liability for claims concerning unsolicited commercial fax, email or voice messages, or any other communications delivered thru the Service, including liabilities associated with (but not limited to) the Telephone Consumer Protection Act of 1991, FTC regulations, and the CAN-SPAM Act.

Calling Blocking: iSendit may block your electronically delivered voice messages, faxes, emails or calls (Messages) during certain times of the day or night without prior notice to you. You accept all liability when disregarding suggested time-blocked calls when providing specific call start and stop time scheduling information as part of your job submission or instructions. iSendit may block your electronically delivered Messages, without prior notice to you, for other reasons, including automated Do-Not-Call list filtering.

Caller Identification (Caller-id): For Voice and other telephone calls, iSendit may utilize a "caller-id" telephone number, for use with recipients' "caller-id" service. This number may be provided by iSendit or by You during your account or individual job setup. You agree to provide a working telephone number and when providing this "caller-id" or "fax-header" phone number, You agreed to comply with all State, Federal, Provincial and Local regulations which include providing an active 10 digit phone number to be transmitted to recipients of the call, and a phone number owned or controlled by You. In using iSendit Services You are prohibited from using any false caller-id, fax-header, return address, email address, identity or otherwise attempt to mislead others as to the identity of the initiator of the message or of the origin of the message.

Message Content: Some Internet Service Providers (ISPs) provide terms of service regulating the email and content distributed through their networks or to their networks and users (e.g. America Online or AOL). You agree to comply with their terms of service as it pertains to emailing their users information. iSendit reserves the right to discontinue sending your emails and to block emails to certain recipients or ISP's as we deem necessary for technical or other reasons. Specifically, iSendit may block a particular recipient from receiving your emails without providing notice to You.

Mail Content: iSendit Services include the creation and distribution of mail through the United States, international, and other third-party mail delivery services. You agree to comply with all applicable postal regulations when creating mail content.

AOL Anti-Spam & Terms of Service Policy: iSendit maintains a special relationship with America Online in that iSendit is a white-listed Service Provider. AOL's Term of Service policies and its automated email systems may block the ability to deliver your emails whenever AOL receives any email related complaints from their users. Please review AOL's terms of service at <http://postmaster.aol.com> for the latest information on how to comply with their requirements. When including AOL recipients, You specifically agree to comply with AOL's terms of services as they pertain to delivering emails to their members.

Do-Not-Send Provisions: iSendit maintains a system wide and account specific Do-Not-Fax and Do-Not-Email lists and may from time-to-time add or remove other Do-Not-Communicate lists for other services. iSendit reserves the right to discontinue sending your communications and to block certain

recipients from receiving your faxes as we deem necessary for technical, legal or other reasons. Specifically, iSendit may block a particular recipient from receiving your communication without providing notice to You.

National, State and other Do-Not-Call Lists: You are prohibited from contacting numbers on the US Federal "Do-Not-Call" list unless the calls are exempted under the rules. You are responsible for ensuring that your call recipient list is purged of all Do-Not-Call phone numbers. You may register and obtain a Subscription Account Number and the National Do-Not-Call database list from the following site: <https://telemarketing.donotcall.gov>. iSendit is not responsible for preventing your calls to phone numbers contained on the National "do-not-call" list. Further, iSendit and its collaborating business partners may optionally utilize National, State or other "Do-Not-Call" lists to automatically restrict or block your calls. This "Do-Not-Call Blocking Service" may or may not be provided. iSendit makes no warranties for accuracy of these lists or their fitness for a particular purpose. In some circumstances, You may need to override any of iSendit's "Call Blocking" services. When using iSendit's services for calling numbers on a National or State "do-not-call" list, You attest that your use of these services to cellular phones or to numbers appearing on the national, state or other "do-not-call" lists is authorized by the phone number holders appearing on the list.

Automated Opt-Out Services: iSendit may optionally provide You with automated opt-out services. These services may use email, interactive voice response (IVR), mail or method for capturing Opt-out information to prevent future communications from being sent to phone numbers, fax numbers, email addresses, property addresses or other locations that would otherwise receive communications passing thru iSendit's or its collaborating business partners' services. iSendit operates these opt-out services on an as-is basis, and makes no warranty of these services for any particular purpose. Due to the operation of the internet, computer systems, and other factors, iSendit does not guaranty the operation or availability of these services, the data that they capture, or the reporting information that they generate. Information captured by these Opt-Out services is the property and remains the property of iSendit. iSendit does not provide nor sell Opt-out list information it collects. You may append data additional opt-out information to iSendit's System-wide opt-out lists, but in doing so, You agree to assign all rights to use this information to iSendit for purposes in blocking future communications. iSendit cannot return bulk or database listings of opt-out data to its Customers.

Recipient Database and Lists Maintenance: You are solely responsible for verifying and maintaining the content and accuracy of your recipient databases and lists used for iSendit Services. You agree to promptly remove any recipient from your recipient lists upon receiving a request from them or us to do so. iSendit Services may include features that automatically change or modify data, including removal of improperly formed fax or phone numbers or email addresses contained in your database or removal of email addresses or phone numbers contained on iSendit maintained "Do-Not-Call" lists. You are responsible for verifying that any additions, changes or deletions made by iSendit are acceptable. Unless stated under a separate Agreement or otherwise stated here, iSendit does not have any involvement in the acquisition, development, scrubbing, appending, updating, or removing recipients from your Recipient list. iSendit has not made any independent assessment, and makes no express or implied warranty, as to your list's accuracy and/or compliance with applicable laws. iSendit relies solely on You for such purpose. You release and forever discharge iSendit from all damages of any kind arising out of its access to, reliance on, or use of information contained in your recipient list(s). Furthermore, You agree to indemnify, hold harmless and defend iSendit from and against all actions, causes of action, liabilities, losses, damages, costs or expenses, arising by reason of your recipient list, and your use of your List in providing voice broadcast and distribution services

Regulations Regarding Sending Faxes (Facsimiles) Emails, Voice and Other Communications: There are laws and regulations in the United States, Canada and other countries that regulate the sending of facsimiles, emails, mail, and other types of communications. In general, for electronic communications, You and/or the content provider must include its name and contact information so that a recipient may contact them at no cost in order to be removed from future communications. Additionally, it may be a violation of U.S. federal law to send an unsolicited advertisement to a

facsimile machine where approvals or waivers have not been obtained. Civil or criminal penalties may exceed \$500 for each transmission in violation of these laws or regulations. Further, there are laws and regulations in the United States, Canada and other countries that regulate various types of voice broadcast, voice distribution calls, telephone calls and call content. In general, applicable telemarketing regulations prohibit calling cellular phone numbers or numbers appearing on applicable national and state "do-not-call" lists for the purpose of soliciting goods and services. You are responsible for insuring that Your use of iSendit's voice broadcasting and other related telephone services complies with all local, state and federal laws and regulations. Further, there are additional terms and conditions that define and restrict your use of iSendit's Voice Broadcasting and Voice Distribution services. iSendit expressly prohibits the unlawful use of its services by You if such use violates any applicable local, state or federal law or regulation. It is solely the responsibility of the Customer to ensure that all such laws and regulations, including without limitation, regulation of unsolicited advertising, are adhered to. Customers expressly absolves iSendit of any and all responsibility for their use of iSendit's services and warrant that they are in full compliance with all laws and regulations regarding sending facsimiles and emails. iSendit recommends that Customers seek professional legal advice to ensure they are in compliance with all such laws and regulations, prior to the use of iSendit's Services.

Accurate Information: You agree to provide true, current, accurate and complete Customer information as prompted by the registration form or any other documents necessary to provision your account, and You agree to notify iSendit promptly of any changes to this information as required to keep it current, complete and accurate.

Right To Disclose Information: iSendit reserves the right at all times to disclose any information as iSendit deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

Consenting Adult or Authorized Individual: You represent and warrant that You are at least 18 years of age and that You possess the legal right and ability and authority to enter into this Agreement. You and your organization, if applicable, agree to be financially responsible for your use of iSendit Services (as well as for use of your account by others,) and to comply with your responsibilities and obligations as stated in this Agreement.

Third Party Equipment: You must obtain and pay for all equipment and third-party services (e.g., Internet access and email service, computer, etc.) required for You to access and use the Services.

Data Retention: iSendit shall have no obligation to maintain any messages, recipient lists, job results, reports, or other content in your account or to forward any unread or unsent messages or faxes to You or any third party for more than 10 days beyond the performance of the respective Service provided to You.

Ownership: All programs, content, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the iSendit Service are wholly owned by iSendit and/or its licensors, vendors and service providers except where expressly stated otherwise. Unless otherwise specified by iSendit in writing, You may not copy, post, upload, download, modify, distribute, , transmit, publish, sell, sublicense, transfer, mirror, frame or create derivative works of this web site or any part thereof, or any proprietary information or content. Further, You may not use any meta tags or any other "hidden text" utilizing iSendit's name without iSendit's prior written consent.

Ownership of iSendit provided telephone numbers, fax telephone numbers and email addresses: You understand and agree that You are not the owner of any iSendit email address, fax or telephone number (iSendit Number) assigned or provided to You by iSendit. Ownership of any such iSendit Number is vested solely in iSendit (which will assign such number to You for your use during the term of this Agreement). You understand and agree that following the termination of your iSendit account for any

reason, such iSendit Number may be re-assigned immediately (although there is typically a transition period) to another iSendit customer, and You agree that iSendit will not be liable for damages (including consequential or special damages) arising out of any such re-assignment, and You hereby waive any claims with respect to any such re-assignment, whether based on contractual, tort or other grounds, even if iSendit has been advised of the possibility of damages. You further understand and agree that iSendit may from time to time need to change the iSendit Number(s) assigned to You (whether due to an area code split or any other reason whether outside or within iSendit' control). You agree that iSendit will not be liable for damages (including consequential or special damages) arising out of any such change in the iSendit Number assigned to You, and You hereby waive any claims with respect to any such change, whether based on contractual, tort or other grounds, even if iSendit has been advised of the possibility of damages. In particular, You agree that You are not authorized to charge services provided to You or at your request to the iSendit Number assigned to You by iSendit and that You will not request or otherwise cause any third-party service provider to charge any such services to such number. You are responsible for any such charges, and any such charges will give iSendit the right to immediately terminate your iSendit account without notice. You hereby acknowledge and agree that iSendit, as owner of all iSendit Numbers, has any and all rights to assert any and all legal claims available against any third party as a result of your receipt, via these iSendit Numbers, of any unsolicited faxes, including but not limited to claims under the Telephone Consumer Protection Act of 1991, and to the extent You do have any rights to bring any such claims, You hereby assign any and all such rights to iSendit. Because our iSendit Numbers may be reassigned to other Customers in the event your account is canceled, and to ensure the best possible service for all Customers, You are not permitted to "opt in" to receive spam faxes or emails on your iSendit Number.

Services and other charges: Charges for iSendit Services may include fees for Activation, Monthly Subscription, Job Cycle, Job Setup, List Maintenance, Usage, International Surcharges, Professional Fees, Printing, Postage, handling, and any other charges as set forth in the Pricing section of the iSendit web site at the time of service usage, or as otherwise agreed upon in a separate written Agreement that may supersede one or more stated web site prices. All Services and Usage charges are rounded to the nearest penny per transaction. All stated charges are exclusive of sales or other taxes, except as required by law.

Usage Charges and Pre-payment: Usage charges are charged as and when such charges are incurred. iSendit may, in its sole discretion, require pre-payment of fees before delivering services. There are no refunds for services rendered.

Discounts and Allowances: Unless otherwise agreed, all discounts and/or usage allowances are applied to the invoice in the month following the one in which services are provided and/or the discounts are earned. Any unused discount or usage allowance will be forfeited (not carried forward more than 1 month), unless otherwise stated in a separate written agreement between You and iSendit.

Project and Job Cancellations: You must provide a written request, via email for any and all Project or Job cancellations. All cancelled Projects or Jobs will be confirmed by iSendit, via email to You. Cancellation requests will be processed on a best efforts basis during normal business hours (9AM to 5PM ET, Monday thru Friday except holidays). Projects and Jobs in progress may not be able to be fully cancelled. In the event a Project or Job is canceled, You will be charged for the portion of the job or project completed plus, and at our sole discretion, an additional cancellation fee of up to 10% of the estimated Project or Job charge. In the event your cancellation request is received outside of normal business hours, or we cannot cancel your job for any other reason, You will be charged for the entire cost of the job as though the cancellation notice had not been received.

Billing, Invoices, Payment, Refunds: Customers may be billed immediately after each job or charges may be accumulated during the month and billed, at the end of the month, directly to the credit card provided by You to iSendit. There are no refunds for services rendered. iSendit does not provide refunds for communications blocked by our Do-Not-Communicate lists. As an approved trade account, iSendit may invoice on a monthly or other periodic basis. If invoiced, payment of your iSendit account

balance is due upon invoice presentation in the currency in which billed and, unless You have a qualified business account. Payment must be made by the credit card designated by You in advance for iSendit use and charges. If your iSendit account is a qualified business account and is approved by iSendit for corporate billing, charges will be accumulated, identified by Customer identification number and invoiced on a monthly basis. The invoice will be sent via mail or email to the address(s) identified for billing purposes. Invoices must be paid in full by check or credit card and are due upon receipt unless otherwise stated on the invoice or in a separate written Pricing Agreement that supercedes web site billing policy.

Past Due Balances: Past due balances will incur an interest charge of 1.5% per month of the outstanding balance, commencing 30 days from invoice date. Interest shall be charged on the outstanding balance which (including past interest expenses) that remains at the end of each thirty (30) day anniversary of the invoice.

Charge backs: If a charge back is submitted against a credit card used to pay for service, the account(s) in question may be suspended immediately without notice to You. iSendit reserves the option to charge You a \$25 handling fee to reactivate accounts.

Price Changes: iSendit reserves the right to change prices or institute new charges for access to or use of iSendit services without notice to You. Price changes that affect You will be posted by iSendit on your account and will be available after you have logged in. You are responsible for regularly reviewing such pricing information to obtain timely notice of such changes. Continued use of iSendit Services or non-termination of your iSendit account after price changes are posted constitutes your acceptance of the modified posted prices.

Fax Per Page Prices: All stated iSendit per page fax prices and charges are based on a maximum 60 second fax Processing Time per page. Additional Processing Time may incur additional charges in whole minute or partial minute (6 second) increments depending on the pricing in effect.

Call Processing Per Minute Prices: All stated iSendit per minute prices and charges are subject to a 30 second minimum Processing Time for connected calls. Non-completed calls or calls that retry and connect multiple times are subject to multiple charges.

Interactive Voice Response (IVR), Voice Messaging and Voice Broadcast Per Minute Prices: Interactive Voice Response (IVR) services, including Fax-on-Demand services, Voice Messaging and Voice Broadcast Per Minute Prices and charges are based on whole minute increments for connected calls. By default, the maximum duration of a voice broadcast call is ten minutes. iSendit may optionally reduce or increase this maximum duration per call without notice. Beyond setting a maximum duration, iSendit does not control the duration of each voice broadcast call. Call duration is influenced by several factors including message length, touch-tone key and caller-recipient actions (e.g. leaving phone off hook or hanging up quickly). Voice Messaging calls that include a call-transfer option are subject to per minute charges for each call segment. The first segment is to the recipient and the second segment is to the transferred number. Billing begins when the transfer starts and continues (in whole minute increments) until the parties disconnect. The maximum call duration setting is ignored when a call has been transferred.

Email Charges: All iSendit email fees are charged prior to any delivery attempts. Emails are based on an email size of 128K (131,072 bytes) including all text, html, graphics, attachment files, subject line, addresses and any other component of each email. Unless otherwise provided for in a separate iSendit term agreement, emails that exceed this size are charged as multiple emails (rounded up to the nearest whole email increment). Undeliverable emails incur the same costs as delivered messages and are ineligible for credits or refunds.

Text Messaging (SMS) Charges: All iSendit text messaging fees are charged prior to any delivery attempts. Text messages are based on a maximum size of 160 characters. iSendit may automatically

divide longer messages and delivery them as multiple text messages. Undeliverable text messages incur the same costs as delivered messages and are ineligible for credits or refunds.

Processing Time: iSendit charges for Processing Time for all time-based services, Processing time includes all time associated with computer processing time, dialing, call retry, call setup, call delay, protocol handshaking, call connection, call (or fax) transmission, voice answer, and wait times. We reserve the right to charge if an outbound fax or other telephone call completes a connection whether or not that connection is made to a fax machine, computer, answering machine or other voice answer, machine device or person. Fax transmission duration times are calculated based on a fax transmission speed of 9.6 kilobaud or lower (or bits per second). Actual transmission times may vary (faster or slower) based on the connecting fax machine and receiving telephone line quality over which we have no control. Fax pages may take longer than one minute to process and transmit and may be charged as multiple pages, if page rate pricing is in effect, or in 6 second increments (partial pages) for pages that take longer than one minute to process. Calls to international numbers may be calculated and invoiced in whole minute increments.

Surcharges: iSendit reserves the right to charge a premium surcharge of up to \$2.00 (two-dollars (US)) per minute, for calls initiated, in addition to the stated charge, on all mobile, cellular, digital, special service telephone numbers, toll free inbound numbers, Canadian, non-continental United States and international telephone numbers, as well as the right to adjust any rate, without prior notice, to reflect increases in our telephone, communication or service provider costs, international tariffs, regulatory requirements, taxes, levies or other third party charges.

Billing policies and prices: iSendit reserves the right to change billing policies or prices at any time without advance notice to You. We post our current prices on the iSendit web site (pricing section). It is your responsibility to review these prices prior to each use of the iSendit services. Using the iSendit services is Your acceptance of the price in effect at the time of use.

Other Charges: Your activation, setup, software development, customization fees and monthly service fees, if applicable, are payable in advance and are completely non-refundable.

Forms of payment: American Express, Discover, MasterCard and Visa credit or debit cards (card) are accepted and checks may also be accepted from qualified business accounts with prior approval. To register for payment method, Customer must fax iSendit an Application form providing full billing information, including Customer's name, company, address, telephone and fax number, email address, credit card type, name as it appears on the credit card, card number and expiration date. Business and Personal checks may be accepted as payment upon the approval from our third party check verification system. A photocopy of a valid drivers license number may be required for iSendit to accept credit card payments. Customer's submission of payment information, via fax, for iSendit Services attests to financial responsibility, ability and willingness to pay invoices within the stated terms and condition under this Agreement.

Use of credit cards: If the payment method for your iSendit account is by credit card and payment is not received by iSendit from the card issuer or its agents, You agree to pay all amounts due upon demand by iSendit. Each time You use iSendit Services, or allow or cause iSendit Services to be used, You agree and reaffirm that iSendit is authorized to charge your designated card. Your card issuer's agreement governs your use of your designated card in connection with iSendit, and You must refer to such agreement (not this Agreement) with respect to your rights and liabilities as a cardholder. You agree that iSendit may (at its option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that iSendit may delay obtaining authorization from your card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear as a single charge on the statement You receive from your credit card issuer.

You agree that iSendit may submit charges for your usage fees and monthly service fee (if applicable) each month, without further authorization from You, until You provide prior notice (in accordance with iSendit' verification procedures, as may be established by iSendit from time to time in its sole discretion) that You have terminated this authorization or wish to change your designated card. Such notice will not affect charges submitted before iSendit reasonably could act on your notice. If You have any question regarding any charges that have been applied to your account, You must contact iSendit' Customer Service or Billing department within 15 days of the charge date. Failure to use your account will not be deemed a basis for refusing to pay any charges submitted by iSendit in accordance with this Agreement.

iSendit reserves the right to suspend or terminate your iSendit account without notice upon rejection of any credit card charges or if your credit card issuer (or its agent or affiliate) seeks return of payments previously made to iSendit when iSendit believes You are liable for the charge. Such rights are in addition to and not in lieu of any other legal rights or remedies available to iSendit.

Written Agreement: If your iSendit account is a qualified business account and You have an authorized, written agreement with iSendit, then the charges and billing terms for Services may be as specified in that agreement. Any charges for Services not specified in the written agreement will be charged at prices then in effect and posted on the iSendit web site at the time the service is provided. All other terms of service provided in this Terms of Service Agreement apply.

No Written Agreement: If You do not have an authorized, written agreement with iSendit, You agree to pay all charges for your use of iSendit Services at the prices then in effect at the time of service usage.

Web Site Monitoring: You agree that iSendit may elect to, but has no obligation to, electronically view, monitor and record your communications on this website without notice or permission from You. However, under no circumstances shall iSendit be required to or be responsible for screening, policing, editing or monitoring your use of this Site. If iSendit is notified of an allegation that our service contains, or that your use of the our Services includes infringing, defamatory, damaging, illegal, terroristic, threatening or offensive communication, iSendit may in its sole discretion disclose such communication to the appropriate authorities and remove such information from our website.

Email, Fax and Other Tracking Services: iSendit Services may include standard and optional communication tracking and reporting services intended to provide you with detailed information about the successful delivery of your communications. Due to the nature of the Internet and other factors outside of our control, iSendit will provide reasonable efforts to assure the validity of information, however iSendit does provide any assurance for the accuracy, completeness of data or reports related to these Services.

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Right To Disclose and use Customer's organizational name: iSendit reserves the right to utilize the user names, email addresses, customer's organizational name and its company logo, whether or not trademarked, on iSendit's and its affiliates web sites and in the iSendit promotional materials for the purpose of providing references of other Customers of the iSendit service. iSendit may optionally link from the iSendit web site(s) to the customer's web site without prior notice.

Disclaimer of warranties and limitation of liability: iSendit makes no warranties of any kind, express or implied, with respect to the Services provided. iSendit further expressly disclaims any warranty or merchantability or fitness for a particular purpose. This disclaimer includes loss or damage resulting from improper processing, delays, non-deliveries, duplicate deliveries, repeated deliveries, wrong deliveries, software bugs or viruses, errors or omissions and any or all service interruptions caused by iSendit, its systems, agents, representatives, employees or by Customer's errors or omissions.

Limitation of Liability: iSendit, its affiliates, parents, subsidiaries, divisions, and their respective officers, directors, agents, employees, suppliers and shareholders (collectively, the "iSendit Entities") shall not be liable and are not responsible for any loss or damage Customer suffers, or any party claiming through or under Customer, as a result of, or related to, the use of the Service including, but not limited to: performance of the Internet; loss or damage resulting from delays, computer virus or interruption of the Service, including deletion or failure to store messages, regardless of cause; loss or damage to Customer's equipment, facilities, software or data, arising from mistakes, omissions, interruptions, delays, errors, non-delivery, incorrect delivery, computer viruses or defects in the transmission of information or data on the Internet, via mail or overnight delivery service, or thru any

telephone or facsimile communication line; or any indirect, incidental, special, punitive or consequential damages, including but not limited to lost revenues or profits, resulting from or relating in any way to the use of the Service even if the iSendit Entities have been advised of the possibility of such damages.

Indemnification: You agree to defend and indemnify and hold harmless iSendit, its officers, directors, employees entities and its agents from any claims, losses, damages, judgments, expenses and costs, including any attorney's fees and expenses related to any breach of this agreement or arising out of the fax or email transmission or delivery of any information You provide. iSendit shall give written notice of any such claim, action or demand within a reasonable time. iSendit shall be defended by attorneys of their choice at Customer's expense.

Termination: You may terminate this Service Agreement and Your account at any time. iSendit reserves the right to suspend or terminate services if iSendit, in its sole discretion, believes that the service is used for a purpose that is unlawful or prohibited by these terms, conditions, and notices. iSendit shall have no responsibility to notify any third party, including any third party providers of services, merchandise or information, of any suspension, restriction or termination of your account. Upon termination, iSendit shall have no obligation to maintain any messages, faxes, recipient lists, or other content in your account or to forward any unread or unsent message to You or any third party. Upon termination, all charges for services performed are immediately due. Any termination of this Service Agreement or Your account shall not relieve You from any amounts owing or any other liability accruing under this Agreement or any other written agreement between iSendit and You, in effect prior to the time that such termination becomes effective.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania in the United States of America. The Parties stipulate to the exclusive jurisdiction of the federal and state courts located in Philadelphia, Pennsylvania to hear any controversy or claim between the parties arising out of or related 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.

Third Party Beneficiaries: This Agreement has been made and is made solely for the benefit of iSendit, 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.

Facsimile Signature and Counterparts: The Parties agree that any signatures transmitted to or from iSendit and received via facsimile are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature.

Notices: Except as expressly stated otherwise, all written notices to iSendit shall be sent via email to: support@isendit.com. All notices to You shall be sent to the email address that You provide to iSendit in your application for Service. 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: Any provision of this Agreement which is determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity in or unenforceability in such jurisdiction, without rendering invalid or unenforceable any of the remaining terms and conditions of the Agreement or affecting the validity or enforceability of this Agreement in any other jurisdiction. No waiver of any right under this Agreement by iSendit 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.

Assignment: iSendit 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 iSendit's prior written consent.

Binding Effect: 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 iSendit must be brought within thirty (30) days following the date on which the claim first occurred or shall be deemed forever waived.

Attorneys' Fees: In the event that iSendit 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 iSendit is entitled, it shall also be entitled to be reimbursed by You for all costs and expenses iSendit incurs in enforcing its rights, including, without limitation, reasonable attorneys' fees.

Printed Agreement: A printed version of this Agreement and of any related notice given in electronic form shall be admissible in 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 forms.

Headings: The headings or titles given each paragraph are used and included merely for the convenience of the parties hereto, and shall in no way affect or alter the meaning, effect or interpretation of any terms or provisions hereof.

No construction against drafter: Neither this Agreement nor any provision hereof shall be construed against the party who drafted this agreement or on whose behalf this agreement was drafted.

Entire Agreement: This Agreement along with any operating policies, price schedules, or other supplemental documents or written Agreements are expressly incorporated herein by reference and published by iSendit constitutes the entire Agreement between You and iSendit relating to your use of this web site and iSendit's Services. This Agreement revises all prior Agreements whether written or implied between iSendit and You regarding the subject matter of this Agreement.