

# Phone Broadcast Club Usage/Lease Agreement

Fax back to: (801) 218-9400

This Lease Agreement ("Agreement") is entered into and is effective this \_\_\_\_\_, by and between Multiplex Systems, Inc AKA Phone Broadcast Club (LESSOR) with its principal offices located at POB 71 New York, NY 10028, and \_\_\_\_\_, (LESSEE).

This agreement is in force for any dialer that Phone Broadcast Club offers, including Phone Prospector and Hyperdialer.

Whereas LESSOR is in the business of leasing its automated dialing equipment for the purpose of making automated phone calls and whereas LESSEE desires to lease and control equipment to make automated phone calls, LESSOR and LESSEE agree to the following:

LESSOR agrees to lease its automated dialing equipment, bandwidth and technical support to LESSEE for the purpose of making automated calls for polls, notification calls, non-solicitation calls, to business telephone numbers, to consumers on behalf of accredited non-profits or 501c charities for LESSEE, to consumers who have given their permission to be called, either in writing or by any electronic means authorized by the E-SIGN Act, or to any other legal-to-call phone numbers, hereinafter together called RECIPIENTS. LESSEE will furnish LESSOR with prerecorded announcements to be played to answering machines as well as for live answers. LESSEE will furnish lists of business telephone numbers to be dialed. LESSEE specifically agrees that any phone numbers of RECIPIENTS used for dialing by LESSEE are legal to be called by LESSEE.

LESSEE agrees that LESSEE is in compliance with all federal, state and local laws and that particularly, it is in compliance with all regulations of the Telephone Consumer Protection Act and the laws of any country in which it conducts business. LESSEE also agrees to hold LESSOR harmless from any claims or legal actions arising from CLIENT'S use of LESSOR'S equipment.

LESSOR and LESSEE agree that this Service Agreement is the whole agreement between the two parties, and is effective immediately.

## LESSEE

Full Name \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Your PBC User Name: \_\_\_\_\_

\_\_\_\_\_ I do have a dialer already. My Dialer User name is: \_\_\_\_\_

\_\_\_\_\_ I do NOT have a dialer log in

\*If you have ordered call time over the last 2 weeks, what method of payment did you use? \_\_\_\_\_

**Terms and Conditions:** Use of the phone broadcasting system means you agree to these terms and conditions: LESSOR MAKES NO WARRANTY TO BUYER WITH RESPECT TO THE SERVICES AND LESSEE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The sole and exclusive obligation of LESSOR shall be to repair or replace the defective Services. LESSOR shall not be liable for incidental, special or consequential damages. LESSOR employees' or representatives' ORAL OR OTHER WRITTEN STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by LESSEE, and are not a part of the contract for sale. This Agreement states the entire obligation of LESSOR with respect to the Services. The LESSOR system provides for the voice broadcasting of telephone numbers, leaving messages to answering machines or live answering persons and for transferring calls into LESSEE's call center. Rates are subject to change at any time with 30 days written notice to LESSEE. This order is subject to acceptance by LESSOR and LESSOR reserves the right to accept or reject any order at its discretion.