



Directions: Please fill out form completely and fax to: **510-445-1483**

Date: _____ Time: _____ Please check the desired service: **WebFax**___ **In-house Broadcasting**___ **Echoemail**___

Company Information

Company Name _____
 dba _____
 Business Type or SIC _____
 Please check the appropriate description: Partnership___ Franchise___ Corporation___ Other___
 Primary Broadcast Contact _____
 Address _____
 City, State, Zip _____
 Phone _____
 Fax _____
 E-mail _____ Web Site _____
 Requested Login Name _____

Billing Address (if different)

Company Name _____
 Primary Billing Contact _____
 Email Address (to receive invoices) _____
 Phone _____ Fax _____

Credit Information

Name (as it appears on card) _____
 Credit Card Type: Visa___ Master Card___ AMEX ___ 3 digit Security Code _____
 Credit Card Number _____ Expiration Date _____
 Billing Address for Credit Card (if different from billing address listed above)

 Billing Email Address (for e-receipt) _____
 I authorize charges to be made to the above credit card, in return for services rendered by J & H Link, including pre-payment as detailed in the "Payment Options" section and/or actual delivery charges.
 _____ (Signature of card holder) _____ (Date)

Payment Options

First broadcast to be either prepaid or charged to credit card.
 After credit has been established with J & H Link, charge account may be set up upon approval.
 Credit limit to be determined on a case-by-case basis. (Client to be charged for credit report cost.)
 All non-U.S. based clients require credit card or prepayment on all jobs.

Rates and Fees for Fax Services

InfocastCDM Set Up Fee	No Charge (Include Web Training)
Standard Transmission Reports	No Charge
Standard Billing Reports	No Charge
Automated Removal Service	1% of total list times \$.25 (i.e. 5000 x 1%= 50 x \$.25= \$12.50)
US Domestic Fax Rate	\$0.08/Minute

*65% minimum completion on list will be charged (free list clean up and area code update for higher success rate)

Automated Removal Service For Fax Services

Use J & H Link Removal Service Use Own Removal Number: () -

Customer represents and warrants that (i) the Automated Removal Service and associated charges have been clearly explained, (ii) Customer understands the service, (iii) Customer is solely responsible for any actions that result from the use of this service and (iv) Customer understands that J & H Link reserves the right to withhold delivery from any individual or organization who declines the use of this service, **unless the client provides his/her own phone/fax number for removal purposes and manages his/her own removal requests.***

Customer Signature _____ Date _____

* Please note that any document provided without a removal statement will automatically incur the Automated Removal Service charge for all In-House Broadcasting jobs. J & H Link may add removal statements as necessary to any documents received from the customer prior to transmission, especially if the customer has not provided his/her own removal statement. Customer is solely responsible for adding removal statements to any WebFAX/Infocast and DocUfax fax transmissions. J & H Link may immediately discontinue service if it finds that Customer is not using any form of removal statement on documents being transmitted through J & H Link's network, unless the customer has provided J & H Link with the signed waiver form.

Terms and Conditions for Fax Services

Customer represents and warrants that (i) Customer is the sole author of the content provided, (ii) Customer has the legal right to redistribute this content without infringing any third party proprietary rights, (iii) the redistribution will not violate any local, state or national law or regulation applicable at the points of origin or receipt and (iv) Customer is solely responsible for compliance with any such law or regulation.

Customer shall indemnify, defend and hold J & H Link and its officers, directors, employees and agents harmless from and against any loss, claim, damage or liabilities (including attorney's fees and costs) that may be asserted by any third party that may result from any third party claims arising out of this content distribution or Customer's breach of the above representation and warranty.

In the event of an error in the transmission of the content, J & H Link will at its option and expense either repeat the transmission or refund Customer the amount paid for the content distribution job. The above is Customer's sole and exclusive remedy for breach of warranty by J & H LINK. J & H LINK MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE).

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, J & H LINK'S LIABILITY TO CUSTOMER UNDER THE DISTRIBUTION JOB IS LIMITED TO THE AMOUNTS PAID TO J & H LINK FOR SUCH DISTRIBUTION JOB. FURTHERMORE, J & H LINK WILL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS OR ANY SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF J & H LINK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing provisions limiting damages and excluding consequential damages are independent of the above exclusive remedy.

Rates And Fees for Echoemail (Minimum charge of \$25 per job: 1 job is the email list plus 1 set of files to be transmitted.)

Email List Size	Cost per Email *(up to 250Kb file size per email)
0 - 300	\$25 for the whole list, minimum job
300-10,000	\$.05 per email
10,001 - 20,000	\$.04 per email
20,001 - 50,000	\$.03 per email
50,001 - 99,999	\$.02 per email
100,000 +	\$.01 per email

Email Removal Statement Policy

Customer understands that Under Bill s.1618 TITLE III passed by the 105th US Congress as well as any impending law associated with email spamming; an email cannot be considered spam as long as the sender includes valid contact information and a method of removal. J & H LINK Corporation will not be responsible for providing a means for recipients to remove him/herself, as J & H LINK is merely acting as a service provider, fulfilling delivery per the client's request. Therefore, Customer is solely responsible for including a method of removal to be placed on each and every email that is delivered through J & H LINK's service. All emails sent through J & H LINK's network must comply with the laws and regulations that govern sending email transmissions in the United States of America, regardless of location of origin of the email, location of receipt of the email, or location of Customer. Customer represents and warrants that (i) the consequence of not having a removal statement has been clearly explained, (ii) Customer understands and accepts the implications the may result from sending email transmissions, (iii) Customer is solely responsible for any actions that result from such transmissions, regardless of whether or not a removal statement has been included on the transmission and (iv) Customer understands that J & H LINK reserves the right to withhold delivery from any individual or organization who declines placing a removal statement on the email or refuses to update email lists based on recipient removal requests, regardless of origin or medium of request.*

Customer Signature _____ Date _____

* SGL may immediately discontinue service if it finds that Customer is not using or refuses to use some form of removal statement on documents being transmitted through J & H LINK's network. J & H LINK may also discontinue service if it comes to J & H LINK's attention that Customer is not maintaining removal requests properly.

Terms of Service for Echoemail

This Agreement shall terminate automatically on the occurrence of bankruptcy or insolvency of either party. Either party shall have the right to terminate this Agreement with fourteen (14) days written notice.

J & H LINK Corporation ("the Company") reserves the right to terminate the contract immediately and without notice if:

- a) Customer misrepresents J & H LINK's services to other Customers.
- b) Customer utilizes J & H LINK's services to incite hatred, or for the means of harassment
- c) J & H LINK Corporation may suspend or terminate the account if we suspect that the customer (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with our site.
- d) Customer engages in rendering false, malicious, or disparaging comments or announcements in any means about J & H LINK, its services, products, employees, officers, or Customers.
- e) The service is being used for any purpose other than which it is intended.
- f) Customer is using J & H LINK's network or resources in a way that is in violation with any local, state, federal or international laws or their corresponding governing bodies.
- g) J & H LINK Corporation may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate the membership and refuse to provide our services: (i) if customer breach this Agreement or the documents it incorporates by reference; (ii) if we are unable to verify or authenticate any information customer provides to us; or (iii) if we believe that customer actions may cause legal liability for our users or the Company.

Customer Authorization:

By initiation of a distribution from my account, I authorize J & H LINKC to transmit my document(s) to all destinations in the registered list(s) selected. I agree to pay in full for all services rendered. J & H LINKC, at its own discretion, may discontinue service any time there is a failure to fulfill payment on my account.

Customer Signature _____ Date _____

Printed name _____

For Office Use Only	Plan: _____	PO: _____	SAM: _____	TQ _____
Acc't #: _____			pw: _____	
SID: _____			pw: _____	
CDMSID: _____			pw: _____	