



Email/Fax Broadcast Activation Form



Directions: Please fill out form completely and fax to: +1-650-237-0468 Call +1-650-237-0194 for help

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Customer ID No: \_\_\_\_\_ (if current customer)

Company Information

Company's Full Legal Name \_\_\_\_\_
dba \_\_\_\_\_
Business Type or SIC \_\_\_\_\_
Please check the appropriate description: Partnership \_\_\_ Franchise \_\_\_ Corporation \_\_\_ Other \_\_\_
Primary Broadcast Contact \_\_\_\_\_
Address \_\_\_\_\_
City, State, Zip \_\_\_\_\_
Phone \_\_\_\_\_
Fax \_\_\_\_\_
Web Site Address \_\_\_\_\_
E-mail \_\_\_\_\_
Requested Login Name \_\_\_\_\_

Billing Address (if different)

Company Name \_\_\_\_\_
Primary Billing Contact \_\_\_\_\_
Email Address (to receive invoices) \_\_\_\_\_
Address \_\_\_\_\_
City, State, Zip \_\_\_\_\_

Credit Information

Name (as it appears on card) \_\_\_\_\_
Credit Card Type: Visa \_\_\_ Master Card \_\_\_ Discover \_\_\_
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 SGL Corporation, including pre-payment as detailed in the "Payment Options" section and/or actual delivery charges.

\_\_\_\_\_  
(Signature of card holder) (Date)

## Payment Options

All charges related to first broadcast to be either prepaid or charged to credit card prior to broadcast.  
After credit has been established with SGLC, 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 Echo (Email Service)

For Pricing Details, please see our ASP Pricing Sheet

## Rates And Fees for Fax (Fax Service)

InfocastCDM Set Up Fee	No Charge
Standard Transmission Report	No Charge
Standard Billing Report	No Charge
US Domestic Fax Rate (Based on Volume)	Please call for competitive rate!

## Email/Fax Removal Statement Policy

### Email Service

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. SGL Corporation will not be responsible for providing a means for recipients to remove him/herself, as SGL 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 SGL's service. All emails sent through SGL'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 SGL 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.\*

### Fax Service

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 SGL 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 \_\_\_\_\_

- 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 SGL's network. SGL may also discontinue service if it comes to SGL's attention that Customer is not maintaining removal requests properly.
- Please note that any document provided without a removal statement will automatically incur the Automated Removal Service charge for all In-House Broadcasting jobs. SGLC 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. SGLC may immediately discontinue service if it finds that Customer is not using any form of removal statement on documents being transmitted through SGLC's network, unless the customer has provided SGLC with a copy of the signed waiver form.

## Terms of Service

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.

SGL Corporation ("the Company") reserves the right to terminate the contract immediately and without notice if:

- a) Customer misrepresents SGL's services to other Customers.
- b) Customer utilizes SGL's services to incite hatred, or for the means of harassment
- c) SGL 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 SGL, 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 SGL'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) SGL 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.

## Terms and Conditions:

Customer agree to not use the Service to:

- a) upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b) harm minors in any way;
- c) impersonate any person or entity, including, but not limited to, a SGL Corporation official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- e) upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f) upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- g) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- h) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- i) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock

Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

j) "stalk" or otherwise harass another.

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 SGL, 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, SGL 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 SGL. SGL 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, SGL'S LIABILITY TO CUSTOMER UNDER THE DISTRIBUTION JOB IS LIMITED TO THE AMOUNTS PAID TO SGL FOR SUCH DISTRIBUTION JOB. FURTHERMORE, SGL 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 SGL 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.

**Customer Authorization:**

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

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed name \_\_\_\_\_

<b>For Office Use Only</b>	<b>Plan:</b> _____	<b>PO:</b> _____
<b>Acc't #:</b> _____	<b>pw:</b> _____	
<b>SID:</b> _____	<b>pw:</b> _____	
<b>CDMSID:</b> _____	<b>pw:</b> _____	
<b>ECHOSID:</b> _____	<b>pw:</b> _____	
<b>SAM:</b> _____		