

ANSWER ANYTIME

Account signup form

Please complete all fields

Company name: _____

Contact name: _____

EIN or SSN: _____

Billing address: _____

City, state, ZIP: _____

Physical address: _____

City, state, ZIP: _____

Phone number: _____

Fax number: _____

Wireless Mobile Number ('s) _____

Emergency number: _____

E-mail address: _____

Pager number(s): _____

Choose a service plan and check (X) your desired delivery method(s)

Service plan	Email	Pager	Fax	Live-operator	Voicemail	Calls included
39.95						0 .75 per call
59.95						100 .60 per overcall
99.95						250 .50 per overcall
169.95						500 .40 per overcall
299.95						1000 .35 per overcall
549.95						2000 .30 per overcall
Voicemail only						
Out dial calls						.30 per call

Additional plans available upon request

Sign for authorization

I hereby authorize **Answer Anytime** to be my answering service and to act as my agent in all matters relating to answering and messaging services, including ordering telecommunications services related thereto. I agree to the terms and conditions of the Service Agreement attached hereto, and I understand that my use of any service provided by Answer Anytime constitutes acceptance of the terms of the Service Agreement. I authorize Answer Anytime to verify the information given on this application and to receive and exchange credit information concerning this account both now and in the future. Provision of Service is contingent upon credit approval.

Signature: _____ Title: _____

Print name _____ Date _____

ANSWER ANYTIME

Service agreement

Terms and Conditions

SERVICES. Upon acceptance and approval of my Service Agreement ("Agreement"), Answer Anytime agrees to make commercially reasonable efforts to provide the services I have selected, and I agree to use those services, in accordance with these terms and conditions of this Service Agreement. Calls are measured from connect to disconnect time, as recorded by ANSWER ANYTIME's interexchange carrier. I understand that I must provide the e-mail, pager, fax, or other telecommunications service that will be used to deliver my messages to me, except the voice mail service that ANSWER ANYTIME will provide upon my request at an additional charge. All telephone numbers provided or arranged by ANSWER ANYTIME remain the property of ANSWER ANYTIME upon termination of my services. The service propriety to and property of ANSWER ANYTIME, and the title thereto, remains in ANSWER ANYTIME. All applicable rights in copyrights, trademark, and trade secrets in the service are owned by ANSWER ANYTIME. I will not sell, transfer or otherwise make Available the service to any third parties without the prior written approval of ANSWER ANYTIME. Service is provided for use only by me and my authorized agents. I agree to give ANSWER ANYTIME at least seven (7) business days prior written notice before any known increases in call volume.

BILLING AND PAYMENT. Monthly recurring charges are billed in advance, and usage charges in excess of the monthly allowance are billed in arrears. I am responsible for payment of all charges for any services performed on my behalf by ANSWER ANYTIME. Payments are due in ANSWER ANYTIME's offices on or before the due date. ANSWER ANYTIME reserves the right to require payment outside the regular monthly billing cycle. If my bill is not paid before the due date, a late fee in the amount of three and one-half percent (3.5%) of the unpaid balance or Ten dollars (\$10.00) whichever is greater will be applied to my account. I agree that a late fee is a reasonable pre-estimate of ANSWER ANYTIME which a financial institution refuses to honor for any reason.

TERM AND TERMINATION. This Agreement shall be in effect for a minimum term of (30) days and will remain in force on a month to month basis thereafter until terminated by either party upon thirty (30) days notice. ANSWER ANYTIME reserves the right to increase any of its rates or charges at any time upon thirty (30) days notice. If I fail to pay any bill within ten (10) days of its due date, ANSWER ANYTIME may restrict or terminate my services under this Agreement without written notice. I will pay a reconnection charge of thirty-five dollars (\$35.00) for restoration of my service. I must give ANSWER ANYTIME written notice of cancellation at least thirty (30) days in advance, I will not use the services for any unlawful purpose and only use the services in accordance that ANSWER ANYTIME may immediately restrict or disconnect my service without notice for any violation thereof.

DISPUTE RESOLUTION. I will send ANSWER ANYTIME a written notice of any dispute on my bill within thirty (30) days after the statement date, or such statement shall be deemed to be to be correct and payable in full. I will

provide detailed information regarding any dispute, and I agree to cooperate with ANSWER ANYTIME in an investigation of disputed matters. If ANSWER ANYTIME initiates legal proceedings to collect any amount due

Hereunder and ANSWER ANYTIME substantially prevails in such proceedings, then I will pay ANSWER anytime's costs and reasonable attorneys' fees in such proceedings and any appeals. I waive any and all rights I may have to a jury trial in connection with any proceedings concerning this Agreement.

LIMITED WARRANTIES, REMEDIES, AND DAMAGES. ANSWER FORECE does not warrant that it will have sufficient resources to handle unexpected increases in call volumes. ANSWER ANYTIME does not warrant that the service is error-free, or will operate without delays or interruptions. ANSWER ANYTIME is not responsible for transmissions errors, corruptions of data, or the security of information carried over telecommunications services. Subject to the foregoing limitations, ANSWER ANYTIME will use commercially reasonable efforts to provide the services, and if ANSWER ANYTIME fails to do so, my sole remedy will be, at ANSWER Anytime's soles discretion, either: (1) the correction of the failure to provide the services, or (2) a refund of the monthly recurring charges I paid to ANSWER ANYTIME for such services during the period of time that the services were affected. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, ANSWER ANYTIME MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY SERVICE PROVIDED HEREUNDER ANSWER ANYTIME SPECIFICALLY DISCLAIMS ANY LIABILITY HEREUNDER WILL BE LIMITED TO DIRECT DAMAGES, AND NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOST RENEVUE, OR LOSS OF GOODWILL) FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT. ANSWER ANYTIME'S ENTIRE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO Two hundred and fifty dollars (\$250.00) FOR SUCH claim.

MISCELLANEOUS. This Agreement and all claims relating to the relationship between the parties will be governed by, enforced, and interrupted under the laws of the State of New York without regard to its choice of law principles. In the event of legal action to interrupt or enforce the Agreement, I agree that the venue will be in the appropriate state or federal court which has jurisdiction over actions brought in Suffolk County. The provisions of this Agreement will be deemed severable, and the invalidity or enforceability of any provision will not affect the validity or enforceability of any other provision. The terms and conditions of this Agreement may be amended or waived only by a written instrument signed by the parties. The terms of the Dispute Resolution; Limited Warranties, Remedies, and Damage; Authorization and Credit Check; and Miscellaneous sections will survive any termination of service.

Signature: _____ Title: _____

Print name _____ Date _____

ANSWER ANYTIME

Recurring Credit Card Authorization

Please complete all fields

Answer Anytime account number: _____

Company name: _____

Contact name: _____

Contact phone number: _____

Credit card number: _____

Expiration date (mm/yy): _____

3 or 4 digit security code on back or front of card: _____

Type of credit card: VISA MC AmEx Discover

Name on credit card: _____

Billing address for card: _____

Billing city, states, ZIP: _____

Sign for authorization

Answer Anytime is hereby authorized to charge the indicated credit card on recurring basis for payment for services performed on my behalf. I agree the termination of this authorization must be in writing to Answer Anytime by certified mail (return receipt requested). I agree that if I have any problems or questions regarding my service that I will contact Answer Anytime for assistance, and I agree that I will not dispute any charges from Answer Anytime unless I have already attempted to rectify the situation directly with Answer Anytime. I agree that any credits offered by Answer Anytime will not be refunded to my credit card, but will be applied to my account with Answer Anytime. I agree to inform Answer Anytime of any change (including expiration date) in my credit card information, which may be required in writing. I guarantee and warrant that I am the legal cardholder for this credit card and that I am legally authorized to enter into this recurring billing agreement.

Print name: _____ Title: _____

Signature: _____ Date: _____