

# Can Call List Agreement

Thank you for choosing Can Call List as your complete managed solution for DNC compliance. This form will allow us to secure a SAN number on your behalf and set up your account.

Upon execution of this agreement Can Call will supply your company with the following materials in addition to access to the Can Call service:

1. A written Compliance Manual
2. Employee acknowledgement agreement
3. A sample written release agreement for your customers
4. Access to training material

Please fill out the following information, initial and sign this form where indicated.

Once this form is complete, fax it in its entirety to our office at 772-919-8774

All forms received by 3PM Eastern Time will be processed the same day. The system will be available for use the next business day.

Company Name \_\_\_\_\_

Name of Company Contact Person \_\_\_\_\_

E-mail Address of Company Contact Person \_\_\_\_\_

Company Address \_\_\_\_\_

Company City \_\_\_\_\_

Company State \_\_\_\_\_

Company Zip \_\_\_\_\_

Company Phone Number (include area code) \_\_\_\_\_

Company Federal EIN# \_\_\_\_\_ - \_\_\_\_\_

SAN # (Only if you currently have one or we will secure one on your behalf) \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

The FTC allows you access to up to 5 area codes at no cost. Please list up to 5 area codes that you wish to obtain a SAN number, thereby allowing you to be compliant in those area codes:

\_\_\_\_\_

Initial \_\_\_\_\_

# Can Call List Agreement

If you need more than 5 area codes to conduct your business, please indicate this by checking the box below. A compliance specialist will call you to assist you in obtaining the additional area codes. The FTC will charge you \$62 per area code for every area code above five for a maximum charge of \$17,050 per year. This fee is imposed by the FTC not Can Call and is payable directly to the FTC. Please note, the FTC may amend these fees at their discretion.

We need more than 5 area codes please contact us.

The initial implementation fee is \$199.00 payable when you submit this form to us. The first monthly fee is also due at the time of this forms submission. The monthly fee is \$50.00 for up to 50 users. For each additional user the fee is \$1 per user per month.

Implementation Fee	\$199.00 (A)
Monthly Fee for up to 50 users	\$50.00 (B)
Additional Users _____ x \$1.00	\$ _____ (C)
Total due today (A+B+C)	\$ _____ (D)
Recurring Monthly Charge (B+C)	\$ _____ (E)

We accept the following payment types:



Billing Information:

Name of Card Holder \_\_\_\_\_

Billing Address \_\_\_\_\_

Billing City \_\_\_\_\_

Billing State \_\_\_\_\_

Billing Zip code \_\_\_\_\_

Credit Card Number \_\_\_\_\_

CVV Security Code \_\_\_\_\_

Expiration Date (MM/YY) \_\_\_\_/\_\_\_\_

I agree to be bound by my credit card agreement and I authorize Fiscap Publications, LLC to charge my credit card the implementation fee plus the first months service which is due today. I further authorize Fiscap Publications, LLC to charge my credit card the monthly fee on a reoccurring basis until I cancel my service in accordance with this agreement.

**Signature of Card Holder:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Orders will not be processed without a valid signature.**

Initial \_\_\_\_\_

# Can Call List Agreement

## SUBSCRIBER TERMS AND CONDITIONS OF USE

Before becoming a subscriber (a "Subscriber") to CANCELLIST.com (the "PROVIDER"), you must read and agree to the following terms and conditions of use (the "Terms and Conditions"), which govern your use of this Internet based service (the "Subscription") and your relationship with BEXT Inc., and all companies associated with this Internet based service (collectively referred to as "CANCELL" or "We"). If you do not agree to these Terms and Conditions, do not use CANCELL. We reserve the right to change the Terms and Conditions at any time without notice to you, by posting such changes to our website [www.cancellist.com](http://www.cancellist.com). By using CANCELL following any modifications to these Terms and Conditions, you agree to be bound by any such modifications to the Terms and Conditions.

## TERMS AND CONDITIONS

### POWER OF ATTORNEY

Subscriber hereby appoints Fiscap Publications, LLC as its agent for the limited purpose of obtaining all necessary Do Not Call regulatory permits, including but not limited to SANS numbers, as well as for the regular updating or downloading of Subscriber's Do Not Call list from the appropriate government agency. . This appointment shall last for the duration of the Subscription to CANCELL.

### LIMITATION OF LIABILITY

By using CANCELL, including any content contained at the CANCELL web site, you agree that use of CANCELL is entirely at your own risk. We assume no responsibility or liability for your regulatory compliance. You assume full responsibility for any regulatory actions initiated as a result of your failure to comply with the appropriate Do Not Call regulations.

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# Can Call List Agreement

## PAYMENT

Each Subscriber is responsible for the Subscription fees and any charges incurred to access CANCELL. You will initially and subsequently be billed the term you selected in the SUBSCRIPTION section of this form. You will thereafter be billed unless and until you cancel by sending written notice to Fiscap Publications, LLC 2336 S. East Ocean Blvd., Suite 337, Stuart, Florida 34996. Subscription fees are not refundable for the initial subscription period or any partial period in which a subscription is cancelled.

## SUBSCRIPTION

The initial implementation fee for access and account set up is \$199.99. The monthly service fee is \$50.00 per month for up to 50 users. For all users in excess of 50 each month there will be a charge of \$1 per additional user each month.

## USE OF INFORMATION

Every Subscriber agrees not to share, forward, publish, or disseminate the information provided in CANCELL. All information provided is for the express personal use of the Subscriber.

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CANCELL upon notification by telephone or e-mail may terminate at any time, and without cause, subscription to the CANCELL system. The Subscriber may terminate at any time, without cause, by sending written notice to Fiscap Publications, LLC 2336 S. East Ocean Blvd., Suite 337, Stuart, Florida 34996. When a Subscriber requests termination, subscription fees are NOT refunded. Subscribers are liable for charges incurred by them until termination.

## MISCELLANEOUS

Severability; Waiver. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

The Terms and Conditions and the relationship between you and CANCELL shall be governed by the laws of the State of Florida, without regard to its conflict of law provisions. You and CANCELL each agrees to submit to the personal and exclusive jurisdiction of the courts located within the state of Florida, in the County of Martin.

Terms and conditions are agreed to on this the \_\_\_\_\_ (insert day) day of \_\_\_\_\_(insert month), 20\_\_\_\_.

## SUBSCRIBER

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Initial \_\_\_\_\_