



Service options

800.808.7756 Telephone
800.808.8593 Fax
P.O. Box 3304, Tualatin, OR
97062
www.memosent.com

Memosent has all your options for great service

Just **\$39** for your monthly service!!

You just choose a minute plan and the delivery methods to best suit your needs*

Standard Service:	
60 included minutes:	Monthly service charge: \$39 Monthly minute plan: \$30 Initial set-up fee: \$99
130 included minutes:	Monthly service charge: \$39 Monthly minute plan: \$90 Initial set-up fee: \$99
180 included minutes:	Monthly service charge: \$39 Monthly minute plan: \$140 Initial set-up fee: \$99
310 included minutes:	Monthly service charge: \$39 Monthly minute plan: \$250 Initial set-up fee: \$99
485 included minutes:	Monthly service charge: \$39 Monthly minute plan: \$400 Initial set-up fee: \$99
830 included minutes:	Monthly service charge: \$39 Monthly minute plan: \$700 Initial set-up fee: \$99
1,200 included minutes:	Monthly service charge: \$39 Monthly minute plan: \$1,000 Initial set-up fee: \$99

Need more minutes? We have a plan to meet your needs, just ask!

Delivery methods:
e-mail: FREE fax: \$7.99 pager: \$7.99 voicemail: \$12.99 live-operator relay: \$19.99

*Initial set-up fee is a minimum charge for account programming, scripting, and training. All standard plans have initial 3-month service contract, with month-to-month service thereafter. Order taking services are an additional \$100/month. Single-month charges are all due in advance. Overage minutes are billed at \$0.99/minute in arrears.

Single-month Service:

Going on vacation and don't want to lose customers? Memosent now offers short-term service options! Save 50% off of your set-up fee and pay just one month of service and your chosen minute plan! A great alternative to letting your phones go unanswered while you are moving, on vacation, or simply when you need a little extra help!



Service Agreement

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Company name: _____ **Phone number:** _____

Contact name: _____ **Fax number:** _____

EIN or SSN: _____ **Mobile number:** _____

Billing address: _____ **Emergency number:** _____

City, State, Zip: _____ **E-mail address:** _____

Physical address: _____ **Paging company:** _____

City, State, Zip: _____ **Pager number(s):** _____

Please check (X) your desired minute plan, select duration of service, and check (X) the delivery method(s) of your choice.*

Standard service:
Email <input type="checkbox"/> VM <input type="checkbox"/> Fax <input type="checkbox"/>
Pager <input type="checkbox"/> Order entry <input type="checkbox"/>
Live-operator relay <input type="checkbox"/>

-OR-

Single-month service:
Email <input type="checkbox"/>

60 included minutes	<input type="checkbox"/>
130 included minutes	<input type="checkbox"/>
180 included minutes	<input type="checkbox"/>
310 included minutes	<input type="checkbox"/>
485 included minutes	<input type="checkbox"/>
830 included minutes	<input type="checkbox"/>
1,200 included minutes	<input type="checkbox"/>
Need more minutes? We have a plan to meet your needs, just ask!	<input type="checkbox"/>
Voicemail only	<input type="checkbox"/>

*Initial set-up fee is a minimum charge. All standard plans have initial 3-month service contract, with month-to-month service thereafter. Single-month plan charges are all due in advance. Overage minutes are billed at \$0.99/minute in arrears.

Authorization

I hereby authorize Memosent to be my answering center 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 Memosent constitutes acceptance of the terms of the Service Agreement. I authorize Memosent 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.

Print name: _____ **Title:** _____

Signature: _____ **Date:** _____



Terms and Conditions

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SERVICES Upon acceptance and approval of my Service Agreement ("Agreement"), Memosent 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 MEMOSENT'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 MEMOSENT will provide upon my request at an additional charge. All telephone numbers provided or arranged by MEMOSENT remain the property of MEMOSENT upon any termination of my services. The service is propriety to and the property of MEMOSENT, and the title thereto remains in MEMOSENT. All applicable rights in copyrights, trademarks, and trade secrets in the service are owned by MEMOSENT. I will not sell, transfer or otherwise make available the service to any third parties without the prior written approval of MEMOSENT. Service is provided for use only by me and my authorized agents. I agree to give MEMOSENT 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 MEMOSENT. Payments are due in MEMOSENT's offices on or before the due date. MEMOSENT 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 one and one-half percent (1.5%) of the unpaid balance will be applied to my account. I agree that a late fee is a reasonable pre-estimate of MEMOSENT's damages for late payments. I will be assessed a charge of twenty-five dollars (\$25.00) for each check or other payment to MEMOSENT which a financial institution refuses to honor for any reason.

TERM AND TERMINATION. This Agreement shall be in effect for a minimum term of ninety (90) days and will remain in force on a month to month basis thereafter until terminated by either party upon thirty (30) days notice. MEMOSENT 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, MEMOSENT 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 MEMOSENT 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 with the terms and conditions of this Agreement. I understand that MEMOSENT may immediately restrict or disconnect my service without notice for any violation thereof.

DISPUTE RESOLUTION. I will send MEMOSENT 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 correct and payable in full. I will provide detailed information regarding any dispute, and I agree to cooperate with MEMOSENT in an investigation of disputed matters. If MEMOSENT initiates legal proceedings to collect any amount due hereunder and MEMOSENT substantially prevails in such proceedings, then I will pay MEMOSENT'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. MEMOSENT does not warrant that it will have sufficient resources to handle unexpected increases in call volumes. MEMOSENT does not warrant that the service is error-free, or will operate without delays or interruptions. MEMOSENT is not responsible for transmission errors, corruption of data, or the security of information carried over telecommunication services. Subject to the foregoing limitations, MEMOSENT will use commercially reasonable efforts to provide the services, and if MEMOSENT fails to do so, my sole remedy will be, at MEMOSENT's sole discretion, either: (1) the correction of the failure to provide the services, or (2) a refund of the monthly recurring charges I paid to MEMOSENT for such services during the period of time that the services were affected. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, MEMOSENT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVIDED HEREUNDER. MEMOSENT SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. 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 REVENUE, 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. MEMOSENT'S ENTIRE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS I PAID TO MEMOSENT FOR SUCH SERVICE DURING THE TWELVE (12) MONTHS PRECEDING SUCH FAILURE TO PROVIDE THE SERVICE. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

AUTHORIZATION AND CREDIT CHECK. All service requests are subject to the approval of MEMOSENT. I hereby authorize MEMOSENT to investigate my credit and hereby grant MEMOSENT permission to disclose to any other interested party(ies) MEMOSENT's payment/credit experience with my account(s). MEMOSENT reserves the right to request a letter of credit and/or a security deposit to ensure prompt payment. I understand that my responsibility of payment for all charges survives any termination of this Agreement.

MISCELLANEOUS. This Agreement and all claims relating to the relationship between the parties will be governed by, enforced, and interpreted under the laws of the State of Oregon without regard to its choice of law principles. In the event of legal action to interpret or enforce this Agreement, I agree that the venue will be in the appropriate state or federal court which has jurisdiction over actions brought in Washington County, Oregon. The provisions of this Agreement will be deemed severable, and the invalidity or unenforceability 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 Damages; Authorization and Credit Check; and Miscellaneous sections will survive any termination of service.

