



# MAXCOA PROCESSING ACKNOWLEDGEMENT FORM

Anchor Computer, Inc. requires that each customer sign a MAXCOA PROCESSING Acknowledgement Form prior to the commencement of MAXCOA Processing. This Acknowledgement Form and the attendant Terms and Conditions form shall remain in effect for a period of one (1) year with respect to MAXCOA Processing. The MAXCOA Processing Acknowledgement Form must be updated on an annual basis as of the date shown below (a new form signed annually).

I, the undersigned, an authorized representative of:

COMPANY Name (please print) \_\_\_\_\_

Address \_\_\_\_\_

City/State/Province/ZIP/Postal Code \_\_\_\_\_

Hereby acknowledge that we have received and reviewed the MAXCOA TERMS AND CONDITIONS attachment that is attached hereto and is incorporated herewith ("Document").

Certain kinds of businesses are excluded from using this service. These include: (a) Motor Vehicle Manufacturers; (b) Any Parent, Subsidiary, or Affiliate of a Motor Vehicle Manufacturer; (c) Automobile Distributors; (d) Automobile Dealerships; (e) Automotive Advertising Agencies; or (f) Any Party in the Automobile After-Market.

By signing below, I confirm: (i) that I am at least eighteen (18) years of age with full authority to execute this Document on the COMPANY's behalf; (ii) that the COMPANY is **not** in any of the business categories shown above; and (iii) that the COMPANY understands and accepts the provisions/restrictions stated in this Document.

Customer Name (please print) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

<p>For Anchor Use Only</p> <p>Customer # _____</p>
--



## MAXCOA PROCESSING TERMS AND CONDITIONS

1. **Anchor Computer, Inc.** ("Anchor") agrees to provide MaxCOA change of address processing at agreed upon prices and charges, subject to the terms and conditions stated herein or on our web site unless otherwise agreed to in writing by Anchor. For purposes of definition herein, the term "CLIENT" will be in reference to the party that agreed to the purchase of the Data provided.
2. Acceptance or use of the Data in any form (e.g. magnetic tape or cartridge; any printed matter whether computer generated or produced in another fashion; Electronic Data Transfer; Etc.) by CLIENT, or its third party processor (e.g., a service bureau or lettershop), acting on CLIENT's behalf or on behalf of an ultimate user of the Data, constitutes CLIENT's acceptance of, and agreement with, the terms and conditions stated herein.
3. The Data provided is for CLIENT's use only and shall not be copied, disseminated, sublet, resold, or republished in any manner whatsoever.
4. Under no circumstances shall the Data be used: (a) for the modeling of, or determination of, consumer credit worthiness, consumer credit approval, a consumer's eligibility for employment or insurance; nor (b) to advertise, sell, or exchange any adult products or services that involve sexual paraphernalia, drug paraphernalia, adult products (Re: films, recordings or magazines), weapons, credit repair services, or other illegal or illicit activities.
5. CLIENT agrees that: (a) any solicitation in connection with the Data shall be devoid of any reference to any selection criteria or presumed knowledge concerning the intended recipient of such solicitation; (b) the source of Data shall be held in the strictest of confidence; and (c) any such list shall not contain any Data or information other than that which is required or necessary to effect delivery of any direct mail to the intended recipient. CLIENT's use of the Data and any information derived therefrom shall comply with all federal, state and local laws, statutes, rules and regulations, and shall be in good taste and of the highest integrity.
6. At least two (2) copies of each mailing piece, which is used in conjunction with the Data or any information derived from the Data shall be retained for a minimum period of 12 months after the applicable mail drop date by either (i) the CLIENT, or (ii) the end user who must have agreed to provide such copies to CLIENT upon request. Upon a request from Anchor to CLIENT within such 12 month period, CLIENT shall obtain and promptly deliver to Anchor the requested mailing piece.
7. Payment is to be made by Credit Card, or by establishing a commercial credit relationship (an Anchor Network Account) with Anchor. CLIENT represents and warrants that it is an authorized user of the credit card or credit information provided for each order submitted. Anchor reserves the right to reject any order placed by CLIENT if the credit card or other information provided cannot be processed for any reason whatsoever, with no liability to Anchor Computer inc. In the event of changes in the specifications, schedules or materials are authorized by CLIENT, any increased prices and additional charges shall be determined by Anchor and added. Applicable cancellation charges will also be assessed and added. Invoices are due upon receipt. All amounts not paid within fifteen (15) days of the due date shall be subject to a service charge of the lower of one and one half percent (1½%) per month or the highest rate under applicable law effective from the invoice date. Client agrees that it shall pay any and all reasonable attorney fees, court costs and other expenses incurred in the collection of any amounts owed by client and not paid when due. Client agrees they (and not any other party) are totally responsible for any unpaid invoice unless otherwise agreed to in writing by Anchor Computer.
8. The CLIENT and/or third party processor is obligated to examine all Data upon delivery and to notify the appropriate Anchor representative if any questions or problems arise. Adjustment in prices and charges cannot be made unless a written notice is received by the appropriate Anchor representative within 10 calendar days after delivery of the Data.
9. Anchor shall not be responsible for, or incur any liability, as a result of delays or failures in the delivery of any Data, in schedules or in performance of its services in the event of any act or occurrence beyond Anchor's reasonable control.
10. CLIENT acknowledges that information originating from Anchor and delivered to CLIENT may be less than 100% error free and is furnished "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF CORRECTNESS, COMPLETENESS, CURRENTNESS, PERFORMANCE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. MaxCOA IS COMPILED FROM MANY SOURCES AND RESULTS MAY VARY. BEFORE YOU DECIDE TO PROCESS YOUR COMPLETE FILE AND APPLY ANY CHANGE OF ADDRESSES, WE RECOMMEND YOU PROCESS A PORTION OF YOUR FILE TO MEASURE RESULTS.
11. ANCHOR SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY ANCHOR'S NEGLIGENT ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, PROCESSING, COMMUNICATING OR DELIVERING THE DATA, DIRECTLY OR INDIRECTLY, TO CLIENT. ANCHOR'S SOLE LIABILITY AND CLIENT'S SOLE REMEDY REGARDLESS OF THE FORM OF LEGAL ACTION TAKEN BY CLIENT, WHETHER IN TORT OR CONTRACT, SHALL NOT EXCEED THE REFUND OF THE AMOUNTS, IF ANY, PAID BY CLIENT. CLIENT AGREES ANCHOR SHALL NOT BE LIABLE FOR LOST PROFITS OR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PARAGRAPH STATES ANCHOR'S ENTIRE LIABILITY AND THE CLIENT'S SOLE REMEDY FOR ANY BREACH HEREUNDER.
12. CLIENT shall indemnify, defend and hold Anchor harmless from and against any and all liabilities, damages, losses, claims, costs, and expenses (including attorneys' fees) arising from CLIENT's use of the Data.
13. Anchor reserves the right to modify or discontinue its MAXCOA Service at any time. The Terms and Conditions hereunder may be amended from time to time, and further restrictions may be added by Anchor at its sole discretion. Anchor may modify the Terms and Conditions by posting any such changes on its web site.
14. The terms and conditions contained herein will be governed by, and construed, in accordance with the laws of the State of New York, which are intended to supersede any choice of laws or rules which might otherwise be applicable. Anchor and CLIENT consent to the jurisdiction of the courts of the State of New York, whether Federal, state, or local with respect to any actions that may arise out of, or relate to, this arrangement.
15. With respect to the subject matter hereof, this statement of Terms and Conditions shall be the complete and exclusive statement of the agreement between Anchor and CLIENT unless a definitive Agreement has been executed between CLIENT and Anchor overriding the terms and conditions hereof. Any changes must be accepted in writing by Anchor before such changes become effective. Any terms and conditions contained on a purchase order or similar documentation issued by the CLIENT shall not alter any of the terms and conditions contained herein and shall be only for the internal administrative convenience of CLIENT.
16. In providing the goods and/or services as specified, Anchor will comply with all applicable federal, state and local laws and regulations.
17. CLIENT is responsible for any applicable sales or use taxes imposed upon all transaction(s) rendered herein by Federal, State and Local governments and agencies.