

Sports Voice Services

7439 La Palma Ave., Buena Park, CA 90620 • **Voice: 714-228-5400** • Fax: 714-647-1911

Service Request Form

Please Print Clearly

Company Info:		
Company Name:		
Address:		
City:	State:	Zip:
Office Phone:	Fax Phone:	
Owner/President Name:	Email:	
Web Site:	Business Type:	

Service Request:						
Service Name:	QTY:	Month Rate:	Setup:	Usage Rate:	Deposit Last Month:	Notes:
Customer Line:		99.00	50.00	3.00 per PIN	99.00	First 30 PINs are Free
Guarantee Line		99.00	50.00	.02 per Minute	99.00	First 2700 Minutes Free
800 Voice Mail:		49.95	25.00	.095 per Minute	49.95	
714 Voice Mail:		19.95	25.00	.02 Per Minute	19.95	First 2700 Minutes Free
Local Voice Mail:		12.95	12.95	0.00	12.95	
VM with Menu:		99.00	25.00	0.00	99.00	
Updater Service:		12.00 per city	12.00 per city	.095 Per Minute	12.00 per city	
List Matching:		49.50	15.00	.07 per match	0.00	
Automated Telemarketing:		49.50	50.00	.095		Deposit required
VoicePicks:		99.00	50.00	0.00	99.00	

Acceptance:	
<p>This order is subject to credit approval. A deposit maybe required if no credit history is available.</p> <p>Terms & Conditions are subject to change as necessary. Please see web site www.SportsVoiceServices.com (SVS) for current T & C's.</p> <p>Customer hereby agrees to accept financial responsibility for all charges arising from the use of Services as provided by SVS. Customer understands all balances are due upon receipt of invoice and payable directly to SVS. All balances outstanding after 30 days are subject to a late charge of 1.5% per month. Service will be disable if over 45 days past due and permanently disconnected after 60 days past due.</p> <p style="text-align: center;">By signing your name, you are stating that you fully agree to these Terms and Conditions</p>	
<p>Owner/President Signature:</p>	
<p>Print Owner/President Name:</p>	<p>Dated:</p>

Terms and Conditions

1. Sports Voice Services (SVS) and Customer agree that SVS shall be obligated only to provide the voice mail services and other Services for which Customer has contracted. SVS liability with respect to loss of service due to telecommunications failure of any kind is limited to the monthly fees for which Customer has contracted. SVS specifically disclaims any warranty of fitness for any particular purpose of Customer. If service is interrupted, impaired or delayed for any reason, whether caused by natural occurrences or the act of any inter-exchange carrier, local telephone exchange, provider of dedicated mail box numbers or otherwise, SVS shall be excused from further performance.

SVS's LIABILITY WITH RESPECT TO THIS AGREEMENT SHALL, IN ALL EVENTS, BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY SVS UNDER THIS AGREEMENT. IN NO EVENT SHALL SVS BE LIABLE FOR ANY EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS OR PROFITS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT OR IN TORT.

2. Customer acknowledges that the operation of voice mail services is regulated by the statutes, rules and regulations of numerous federal agencies and state governments, as well as by various local and long distance telephone carriers. Customer further acknowledges that these statutes, rules and regulations are subject to change and are beyond the control of SVS. Customer agrees to hold SVS harmless with respect to any changes in the services SVS provides resulting from any statute, rule, regulation, order or tariff imposed upon SVS during the term of customer's contract.

3. Unless terminated as hereinafter provided, the term of this Agreement shall be from month-to-month and may be terminated at any time by either party by giving not less than thirty (30) days advance written notice of termination. This agreement may be terminated automatically by SVS in the event SVS deems the customer's usage to be unlawful, the usage was misrepresented to SVS, Customer fails to make timely payment of any fees when due. SVS shall not be responsible for any lost messages or any business or income lost due to discontinuation of services as a result of any non-payment or late payment of fees. Further Customer agrees to pay a NSF fee of \$25.00 per incidence of Non Sufficient funds or Credit Card decline.

4. This contract and the order form which forms a part of this contract, contains the entire understanding between the parties concerning the subject matter of this contract. There are no representations, warranties, agreements or understandings, oral or written, between the parties relating to the subject matter of this contract relating to its subject matter not fully expressed herein.

5. Because of the potential changes in fees including but not limited to tariffs, exchange rates, and other fees charged by federal agencies and state governments, as well as by various local and long distance telephone carriers, SVS reserves the right, at any time, to change Customer's usage category, and or pricing for services due without notification.

6. This contract shall be governed by the laws of the State of California. In the event that any dispute arises between SVS and Customer with respect to the services performed by SVS or any loss or damages claimed by Customer, including but no limited to the validity of enforceability of this Contract, the exclusive forum to adjudicate such dispute shall be in a single arbitrator selected by the American Association sitting in Orange County, California which arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding. In such arbitration, the prevailing party shall be entitled to an award of its costs and reasonable attorney's fees.

7. Further, Customer hereby authorizes SVS to present automated clearing house debits, electronic bank drafts, or pre-authorized credit card payments for, but not limited to, the estimated advanced payment of Voice Mail, long distance, local long distance, NSF fees and other related telecommunication services to the bank account or Credit Card # listed. This authority is to remain in full force and effect until SVS received written notification of its termination, in such time and in such manner as to afford SVS a reasonable opportunity to act on it, provided any debt owed by Customer to SVS is paid in full.

Copyright (c) July 26, 2006 SVS

Addendum - Regarding "Toll Free" Numbers Rentals:

Below updates our existing policy, effective May 1, 2002. Your continuing use of our 800 services is automatically acceptance of this policy. This **Addendum** is included in our standard *"Terms and Conditions of use Agreement"*. If you do not have a copy of this, please request a copy to be sent to you.

Products and Services

Innovative Communication offers 800 numbers for our customers on a "rental" basis. These numbers are offered as a convenience to our customers as an enhancement to our other services. Our 800 numbers are only available as a rental. 800 numbers can be activated and discontinued with notice without incurring any additional financial commitment.

Our 800 numbers have the unique ability to capture the Caller's phone number (ANI) in "real time". Many of our other services utilize this ANI "Capture" capability, such as Call Blocking, Toll Saver, Toll Blocking, Locator Services, and Quick Log On. The ANI capturing feature is used for limiting abusive callers and reducing your 800 usage expenses. ANI's that have been captured can be delivered to you in various electronic means such as fax, disk or by e-mail.

Number Availability

800 numbers in our pool of numbers are the property of Innovative Communications. Much like renting a tool from a rental yard. As long as you have the tool in your possession and pay your rental fees, it's your tool to use. When you return the tool, someone else will have the opportunity to use it.

While you rent one of our 800 numbers you are granted exclusive use of that number. When you discontinue use of your number it is returned to the "pool" making it available for someone else to rent. At no time during your rental period will the 800 number transfer in ownership. If you disconnect the 800 number, you loose its availability for future use. We cannot reserve or hold numbers for future use. Do not assume that a number you used in the past is automatically yours or that it will be available in the future. We do not guarantee any numbers availability until after you make your first recording and receive your first call. If you wish to reserve an 800 number for a future project or want to make sure no one else obtains your number, then you must continuously rent that number.

Numbers removed from service are put to "sleep" until there is no residual usage. This may take weeks or months. While this is not a guarantee that no calls will arrive to your number from a previous user, you can expect very few. The "sleep" mode places a "disconnect number message" which is heard by callers and discourages their future calls. When the number is "cleaned" of its callers, it's placed back into the pool and made available to someone else. If your old number is available, you can request it. Otherwise a new number will be issued. **Do not place ads using any of our 800 numbers until you have recorded your message and made sure that it can be dialed and answered with your message. This is only common sense, but some people just don't get it!**

Rates and Service Charges

800 numbers cost money even if there is no usage. At minimum, you will be billed a monthly fee and any associated taxes. The monthly fee is now \$49.95 per calendar month. This charge cannot be prorated. The billing begins when the number is first activated and ends 30 days after you placed a disconnect order.

You are billed for all calls made to your line plus any associated taxes. The usage fee is based on a per minute charge. In the Continental US, that rate is now 9.5 cents per minute. It's billed in 6-second increments after the first 18 seconds. Calls from Canada area codes are **automatically blocked**. Calls from Canada cost 35 cents per minute. If you desire to receive calls from Canada, you'll need to specifically request it. Allow plenty of time for programming of Canadian area codes if you are placing ads there.

You are also responsible and invoiced for Federal, State and Local Taxes incurred. This rate is approximately 10% service and usage fees.

You will be invoiced a minimum service and usage fee of \$29.95 for each 800 number held on your account. This includes numbers that are on reserve or show no usage during a 30 day period.

Regarding Pay Telephone surcharges: We have explicitly blocked our 800 numbers from Coin Operated Telephones. In November 1997, the FCC allowed for a surcharge to be added for each call that originates from a payphone to your 800 numbers. The surcharge is .30 cents per call. This is added to the normal per minute charges. If you wish to receive calls

from pay telephones and will pay the additional Surcharges, we can have your number unblocked. This may take some time with the Long Distance Carrier.

Call Detail is **not** provided with the billing invoice. If you need call detail you can request it at anytime. Call detail provided by the Internet (E-mail) is free, but if you request call detail to be mailed, faxed, or provided on disk, it will incur additional expenses for both your company and ours, and charged accordingly.

Prepaid 800 Usage Service

We have available for 800 Number Users a "Prepaid 800 Service" where minutes are purchased in advanced and are debited after each call has terminated. The rate per minute is .08 cents per minute. The amount you credit your account with is deducted from your usage.

It is up to **you** to insure there are plenty of minutes remaining on your account. Each time you log-on to your service, the current minutes will be announced. Additionally, you'll receive an email from the system advising you as well. You can recharge your account on our web page or by phone anytime.

Terms and Commitment

Unless otherwise specified, the minimum term commitment is 3 months. After which you may continue service on a month-to-month bases.

Usage fees and charges for your 800 number will be invoiced within 10 days of the close of the month. Your payment is due upon receipt. We do not offer terms. As a courtesy we'll extend you 10 days from the date of receipt of an invoice to make your payment. We are not in the Long Distance Service business and we certainly do not wish to become a collection agency. If you feel you can't pay your invoices promptly, then select another vendor.

Your past payment history is always considered, but in general you'll get one chance to demonstrate your payment ability. If you have a poor payment history in the past, then a deposit will likely be required. Deposits will be held until your final billing and used to offset any outstanding charges. We cannot afford and have no desire to finance your operation.

Your Privacy

All information collected and obtained by Innovative Communications in the day-to-day use of our services will be held in the strictest confidence and will always be considered proprietary to the renter of our services. This includes all recorded information, ANI's, leads, or any other information provided to or obtained by us in any form written oral or electronically. **Do not even ask** if we'll provide you with leads or phone numbers or any other information regarding accounts other than your own.

Innovative Communications

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Credit Application

Please Print Clearly

Company Info:		
Company Name:		
Address:		
City:	State:	Zip:
Office Phone:	Fax Phone:	
Business Type: <input type="checkbox"/> Individual <input type="checkbox"/> Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership:		
Contact:	Email:	
Web Site:	Years in Business:	
Fed Tax ID or SS Number: <small>If social security number used, please provide name of the owner of that number</small>	Business Type:	

Billing Info:		
Company Name:		
Address:		
City:	State:	Zip:
Office Phone:	Fax Phone:	
Contact:	Email:	

Trade References:			
Company Name:	Phone:	Contact:	Years Doing Business
1:			
2:			

Banking Info:		
Bank Name:	Years Doing Business	
City:	State:	Zip:
Office Phone:	Fax Phone:	
Contact:	Email:	

Acceptance:	
I hereby authorize Innovative Communications (SVS) to conduct a routine credit check in connection with my application for services. SVS may use any information obtained through this credit application or any reporting agencies. I understand this information will be held in strict confidence and will remain SVS property whether or credit is extended.	
Owner/President Authorized Signature:	Title:
Print Name	Date:

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FOR CORPORATIONS

TO: Innovative Communications

In consideration of the extension of credit granted by Innovative Communications to _____ (corporate customer) I hereby personally, individually and unconditionally guarantee payment of whatever amount, which at any time shall be owing to Innovative Communications on account of goods and services delivered, after the date hereof. This is a continuing guarantee relating to any indebtedness, including that arising under successive transactions, which shall either continue to indebtedness or from time to time renew it after it has been satisfied. This guarantee shall be perpetual as to any indebtedness incurred before written notice is received by Innovative Communications that I am unwilling to guarantee any additional indebtedness on this account. I understand and agree to pay a 1.5% per month delinquency and finance charge applied to any balance outstanding 30 days or more, computed on a daily basis. Delinquency and finance charges will not however, exceed the maximum allowed by state or federal law.

Signed: _____ Dated: _____

Do not use corporate titles – Individual only

Residence Address: _____

Social Security Number: _____

Phone: _____

FOR SOLE OWNERSHIP OR PARTNERSHIP

TO: Innovative Communications

In consideration of the extension of credit granted by Innovative Communications to _____ (name of account) I hereby personally, individually and unconditionally guarantee payment of whatever amount, which at any time shall be owing to Innovative Communications on account of goods delivered, after the date hereof. This is a continuing guarantee relating to any indebtedness, including that arising under successive transactions, which shall either continue to indebtedness or from time to time renew it after it has been satisfied. This guarantee shall be perpetual as to any indebtedness incurred before written notice is received by Innovative Communications that I am unwilling to guarantee any additional indebtedness on this account. I understand and agree to pay a 1.5% per month delinquency and finance charge applied to any balance outstanding 30 days or more, computed on a daily basis. Delinquency and finance charges will not however, exceed the maximum allowed by state or federal law.

Signed Proprietor or Principal: _____ Dated: _____

Residence Address: _____

Social Security Number: _____

Phone: _____

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Innovative Communications can accept your Major Credit Card for payment of your services. Because this is a “non-swiped” transaction, our card processor requires we obtain certain identifying information for your protection. Please have the Card Holder use this form to authorize Innovative Communications to make charges as specified below. The Card Hold must use their name and address as it appears on the credit card Statement. This is for your protection. When this form has been completed, please fax this entire page to 714-647-1911

PLEASE NOTE: THIS FORM MUST BE COMPLETED AND SIGNED BY THE “CARD HOLDER”
- The address used MUST be the Card Billing Address -

Please Print Clearly

Credit Card
Billing Name:

Address:

City:

State:

Zip:

Telephone
Number:

FID or Social Security
Number:

Please check:

I hereby authorize Innovative Communications to make “non-swiped” charges to my credit card account for services ordered by me and rendered by Innovative Communications on my behalf in the amount allowed and frequency specified below. I hereby agree to pay these charges according to my credit card company’s “*Terms and Conditions of Use*”. This authorization will continue until written notification of termination by Innovative Communications or myself.

One time payment in the amount of: \$ _____

Regular monthly payments as invoiced by Innovative Communications.

Please Fax, Email or Mail payment receipts to: _____

Card Number:

Expiration:

3 digits code on
Back of card:

Card Owner Signed:

X

Today's
Date:

Print Name:

