

Webley Reminders™ Service Plan Agreement

This service plan for the Webley Reminders service between you and Webley, a division of Parus Holdings, Inc., sets forth certain of your and our legal rights concerning your service, its description, payments, credits, billing dates, refunds, limitations of liability, and other important topics (the "Service Plan"). This Service Plan is specifically incorporated into your General Terms and the Agreement as defined therein. This Service Plan incorporates by reference the applicable Webley Reminders customer information materials and your Order Form that may describe aspects of your price plan, features and promotions you have selected, all of which are a part of the Agreement. All capitalized terms in this Service Plan shall have the meaning contained in the General Terms unless otherwise defined herein. In the case of a conflict between an Order Form and this Service Plan, the Order Form shall be given precedence and in the case of a conflict between the General Terms and this Service Plan, this Service Plan shall be given precedence.

PLEASE READ THIS SERVICE PLAN, THE GENERAL TERMS, THE ORDER FORM AND ALL OTHER APPLICABLE DOCUMENTS OR AGREEMENTS INCORPORATED INTO THE AGREEMENT. IF YOU DISAGREE WITH THE TERMS OF THIS SERVICE PLAN, YOU DON'T HAVE TO ACCEPT THIS AGREEMENT. IF YOU'RE A NEW CUSTOMER, THIS SERVICE PLAN STARTS AS PROVIDED BY THE GENERAL TERMS. IF YOU DON'T WANT TO ACCEPT AND BE BOUND BY THIS AGREEMENT, YOU MUST OTHERWISE COMPLY WITH PARAGRAPH ONE AND ALL OTHER APPLICABLE PROVISIONS OF THE GENERAL TERMS. IF YOU CONTACT CUSTOMER SERVICE AND REQUEST CANCELLATION OF YOUR SERVICE AS REQUIRED BY THE GENERAL TERMS AND WITHIN 72 HOURS OF THE START OF THIS SERVICE PLAN BUT PRIOR TO INCURRING ANY USAGE ON YOUR ACCOUNT, YOUR ACCOUNT WILL BE CANCELLED WITHOUT CHARGE. IF YOU'RE AN EXISTING CUSTOMER UNDER A PRIOR FORM OF AGREEMENT, YOUR ACCEPTANCE OF THIS SERVICE PLAN IS ONE OF THE CONDITIONS FOR OUR GRANTING YOU ANY OF THE FOLLOWING CHANGES IN SERVICE YOU MAY HAVE REQUESTED: A NEW SERVICE PLAN, A NEW PRICE PLAN, A NEW PROMOTION, ADDITIONAL FEATURES OR BENEFITS, ADDITIONAL LINES OF SERVICE, OR ANY OTHER CHANGE WE MAY DESIGNATE WHEN YOU REQUEST SUCH A CHANGE IN YOUR EXISTING AGREEMENT. IF WE GRANT YOUR REQUEST AND YOU SIGN AN ORDER FORM CONCERNING THIS SERVICE PLAN, OR ACCEPT THE RESULTING BENEFITS OF THIS SERVICE PLAN BY CONTINUING TO USE YOUR SERVICE AFTER WE MAKE THE CHANGE(S), THIS SERVICE PLAN MODIFIES YOUR PRIOR AGREEMENT. YOU CAN GO BACK TO YOUR OLD SERVICE UNDER YOUR PRIOR SERVICE PLAN AND PRICE PLAN BY CONTACTING US ANY TIME BEFORE PAYING YOUR FIRST BILL AFTER WE MAKE THE CHANGE YOU REQUESTED. OTHERWISE, IF YOU PAY YOUR BILL, YOU'RE CONFIRMING YOUR ACCEPTANCE OF THIS SERVICE PLAN AND ALL CONCURRENT OR RELATED MODIFICATIONS OF YOUR AGREEMENT.

YOUR PRICE PLAN

You've chosen the Webley Reminders Service Plan as specified on your Order Form. **ANY ELEMENTS OF YOUR PRICE PLAN, FEATURE AND PROMOTION DESCRIPTIONS IN YOUR ORDER FORM ARE PART OF THIS AGREEMENT.**

	Monthly Plan	1 Year Plan	2 Year Plan	3 Year Plan
Recurring Service Charges				
Paid monthly on anniversary of start date	None	\$99 per subscription	\$89 per subscription	\$79 per subscription
Number of months payable	Current month	12 months	24 months	36 months

Early Termination Fee	No Prorating	Cancellation fee equal to \$99.00 per Subscription per month times 3 months plus all prior months of each Subscription Term repriced at \$99.00 per month		
Outbound Service Charges				
Alert/Notification per call, text or email message	21 cents	Included	Included	Included
Interactive per call, text or email message	21 cents	Included	Included	Included
Inbound Service Charges				
Direct Connect (optional)	100 minutes per month per Subscription are included at no charge. All minutes over 100 per month per Subscription are billed at 12 cents per minute			
Scripts				
Available standard scripts	Each Account may select from among currently available scripts, including Spanish or English and available gender options.			
Training				
Initial 30-day training and coaching available by phone	Provided at no charge			
Setup Fee				
Per Initial Subscription	As provided by your Sales Order Form			

PRICING NOTES

Definition of Services:

“Alert/Notification Call” means a call where a message is transmitted to a person or device and the call does not enable the person to connect to your business phone system or allow any interaction (such as a survey, questionnaire or poll) other than repeating the message.

“Interactive Call” means a call where a message is transmitted to a person or device that enables the person to connect to your business phone system.

“Direct Connect Call” means an inbound call to your phone system where a person has elected to connect to your phone system after receiving an Interactive Call.

“Direct Connect Minutes” means minutes consumed by Direct Connect Calls beginning when the call is picked up by any person or device and ending when the call is terminated.

“Account” means the initial account for Services established pursuant to an Order Form for your business. The billing cycle for an Account begins on the date of the month when the Service Agreement becomes effective; usually this is the “go live” date, and each succeeding billing cycle will begin on the same date of each month thereafter (or the last day of a month if earlier). All Subscriptions will be billed on the same billing cycle as the Account.

“Subscription” means the Service for an Account assigned to an end user associated with the Account. Subscriptions are single user subscriptions only and may not be shared among other persons associated with an

Account or otherwise. Additional Subscriptions may be added to an Account but Subscriptions are NOT transferable.

General:

Prices do not include, and you are responsible for, all sales, use and other taxes.

The Services are offered only within the North American Number Plan Area ("NANPA"). For messages to be delivered outside the NANPA, pricing is available upon written request.

Data uploaded and stored on the Webley Reminders system greater than 14 days with no calling activity will be automatically deleted from the Webley Reminders system.

Prices are subject to change upon 20-days prior notice from Webley.

Voice Calls:

All voice calls will be charged as provided above, except calls that result in a busy signal or no answer.

All minutes are billable in 6-second increments.

Calls that hang-up on answering machines will be charged as provided above as 12 seconds.

When the Service initiates a call that results in SIT tone or equivalent (e.g. when calling a disconnected number), such calls will be charged as provided above as 12 seconds.

Interactive Call Minute charges begin when the Interactive Call is picked up by any person or device and ends when the call is terminated, or, if applicable, when a Direct Connect charge begins as provided below.

Direct Connect Minute charges begin when your phone system picks up the Direct Connect Call.

The Inbound Direct Connect charge is used when direct connecting from an inbound call to you. An inbound call is defined as a call initiated by your customer using the phone number provided by us.

Alert Call Minute charges begin when the Alert Call is picked up by any person or device and ends when the call is terminated.

Text Messages:

Standard Alert Messages are billed as provided above on a per-message basis for messages sent by us on your behalf. Standard Alert Messages are limited to what can fit into one text message body, typically 160 characters.

All text messages are deemed delivered to recipient when sent by us unless a negative acknowledgement message is received within 48 hours of the message being sent.

Email Messages:

Email pricing is per attempted message. Email messages are limited to less than 100 KBs in size.

Email may be plain text or HTML format; pricing is the same for each format.

HTML format emails may contain images and/or links.

Money Back Guarantee:

Our 30-day money back guarantee is for new customers. Each customer can only use the Money Back Guarantee once, and for only one account. If our hosting service is not what it should be and we can't put the problem right, you may cancel the service within 30 days of your account being activated. Cancellation must be done through the Customer Care Center. For instructions on how to cancel your Service(s), please follow the directions in Paragraph 22 of the General Terms. Customers switching from one Service Plan to another Service Plan shall be deemed to have exhausted the 30-day period, and are no longer eligible for the Money Back Guarantee. Any customer who has breached or whose account has been suspended or terminated due to the breach of any part of the General Terms or other provisions of the Agreement automatically forfeits the right to use the Money Back Guarantee. Refunds apply recurring fees, usage charges and setup fees. Refunds to credit cards take 5-10 days. Refunds by check take 2-4 weeks. Refunds by ACH take up to 1 week.

Your Rights To Change Or End This Service Plan Agreement.

From time to time we may send you written notice of changes to prices or other terms of this agreement. If any of those changes adversely affect your rates, rights, or service in a material way, you can end this agreement during an initial or subsequent renewal term, without any early termination fee, just by giving us written notice any time before 30 days after the end of the billing period in which the changes go into effect. From time to time we may let you change your price plan, or your service in another way. If we do, you're subject to the requirements we set for that change (which may include a new initial term). **IF YOU ARE A 1-YEAR, 2-YEAR OR 3-YEAR CUSTOMER, YOU MAY BE CHARGED WITH AN EARLY TERMINATION FEE AS SET FORTH ABOVE IF YOU END YOUR SERVICE FOR ANY REASON (EXCEPT AS EXPLICITLY PERMITTED BY THIS AGREEMENT) BEFORE THE END OF AN INITIAL OR SUBSEQUENT RENEWAL TERM.** Other rights that you have to change or end this Service Plan are set forth above and in the General Terms.

What You Pay.

We bill your recurring service charge monthly in advance and any usage charges in arrears. If your price plan includes usage billing, we may bill usage charges after calls are made or messages are sent. Your credit card or debit card on file may be charged whenever \$25 in usage has accumulated, regardless of your billing date. If usage charges are less than \$25, your card will not be charged until your billing date. If any sales or use tax is imposed upon your Service, you will be required to pay the applicable sales or use tax as it became payable even if you were not billed by us for the sales or use tax; this obligation survives the expiration or termination of your Agreement. You're required to pay us for all charges billed to your Webley Reminders Account.

Promotions.

All promotions are subject to the specific terms and conditions associated with that promotion as defined within the promotion program description.

How We Calculate Your Bill.

We charge you the rates in effect under your price plan at the time charges are incurred, plus any other usage charges that apply. We calculate charges based on when the call connects to its destination or when a text or email message is sent. Please note that we bill time in six-second increments, except as otherwise disclosed above.

International Calling.

International calling is not enabled or authorized.

Payments.

Payment is due by the method of payment specified in your Order Form. Your invoice will be provided to you electronically, unless paper invoices were specified on your Order Form. Checks are not accepted for payment unless specifically permitted on your Order Form.

IF YOUR METHOD OF PAYMENT IS BY CREDIT OR DEBIT CARD OR ACH AUTHORIZATION AND IF WE ARE UNABLE TO AUTHORIZE YOUR METHOD OF PAYMENT FOR THE AMOUNT DUE AFTER 2 ATTEMPTS, WE WILL TEMPORARILY SUSPEND YOUR SERVICE. IF YOU DO NOT PAY THE AMOUNT DUE WITHIN 14 DAYS YOUR ACCOUNT WILL BE PERMANENTLY DISCONNECTED. A LATE PAYMENT FEE OF UP TO 1.5 PERCENT PER MONTH (AN 18 PERCENT ANNUAL RATE) WILL BE IMPOSED ON ANY BALANCES WHICH REMAIN UNPAID, OR SUCH OTHER LOWER RATE PROVIDED BY APPLICABLE LAW.

If you sign an ACH, credit or debit card authorization and give us the required ACH information or the credit or debit card number that we accept for payment of your monthly bills, you're authorizing us to charge the amounts you owe us, then or later, to that number or account and to demand immediate payment from the card issuer. You're also agreeing you'll pay, under the terms of your agreement with the card's issuer, the amounts charged to your credit or debit card. If payment by your method of payment (credit or debit card, ACH or check) is rejected, we reserve the right to charge a processing fee of \$25 per incident.

Disputes.

Please refer to your General Terms at <https://webley.com/legal/customer>.

Our Rights To Restrict Or End Service Or This Agreement.

To maintain or improve the Webley Reminders Service Plan, to prevent fraud, or for other business reasons, we can restrict or modify your service without notice. **WE CAN RESTRICT OR END YOUR SERVICE OR THIS AGREEMENT WITHOUT NOTICE** if you: (a) pay late more than once in any 12 months; (b) incur charges larger than any required deposit (even if we haven't yet billed them); (c) exceed any credit limit; (d) make a false statement to us; (e) interfere with our customer service or other business operations; (f) become insolvent or go bankrupt; or (g) breach any part of this Agreement; (h) we can't verify your credit information; (i) we believe your service is being misused, resold or used by anyone for unlawful activity; (j) we believe your wireless equipment or telephone number has been stolen or tampered with; or (k) the use of your service adversely affects service to other customers.

If your Service Plan includes unlimited outbound messaging, your usage of this feature is expected to fall within the normal monthly range of outbound messages for similarly situated customers. If your usage patterns materially exceed this expectation, you are obligated to adjust your usage as we may request; and we may impose a surcharge to compensate us for abusive, excessive or other unusual usage as we determine up to, but not in excess of, the usage charges for such excess volume as are imposed under the Monthly Service Plan.

WEBLEY REMINDERS™ SERVICE TERMS

A. Voice Messaging Service Terms

1. Definitions

- a) "Persons" shall mean those natural persons and/or entities whose Telephone Numbers may receive Messages conveyed by Customer through the Service.
- b) "Messages" mean the text of Customer's script and/or associated audio file that Customer may transmit either telephonically ("Telephone Messages") to Persons' Telephone Numbers through the Service.
- c) "Telephone Numbers" shall mean the telephone numbers of Persons to which Customer may initiate Telephone Messages
- d) "Service" shall mean Webley's then current offerings to Customer consisting of a Message conveyancing platform and/or professional services as described in this Service Plan.
- e) "Telemarketing Message" shall mean a Telephone Message for the purpose of encouraging the purchase or rental of, or investment in, property, goods, or services. Except as specifically identified otherwise, the term "Telemarketing Message" also includes solicitation for charitable contributions.
- f) "Established Business Relationship" shall mean a prior or existing relationship based on a Person's purchase or transaction with Customer within the eighteen (18) months preceding transmission of a Message or a Person's inquiry or application regarding products or services offered by Customer within the three (3) months preceding transmission of a Message.

2. Customer Obligations

- a) Customer will create, design, write and/or record one or more Messages for transmission to Persons' Telephone Numbers. Customer shall be solely responsible for the accuracy and legality of the contents of any Messages. Customer shall ensure that each Telephone Message states clearly at the beginning of the Message the identity of the Customer and states the Customer's telephone number during the Message. Customer shall ensure that for Telemarketing Messages: (1) the Message makes the disclosures required by 16 C.F.R. § 310.4(d); (2) the Customer telephone number provided in the Message allows a Person to make a do-not-call request during Customer's regular business hours; and (3) the Message includes (after the Customer identification and disclosures) a means for the Person to assert a do-not-call request.
- b) Customer shall provide and be solely responsible in all respects for the Telephone Numbers of the Persons to which the Messages are to be transmitted. Customer shall ensure that Telephone Numbers do not include: (1) emergency lines, including those of any hospital, medical center, health care facility, poison control center, fire protection agency, or law enforcement agency; (2) any number assigned to a paging service, cellular telephone service, or other wireless service; or (3) any number to which automated dialing or prerecorded message calls are prohibited under applicable state law. For Telemarketing Messages, Customer shall ensure that Telephone Numbers do not include: (1) any number for a Person with whom the Customer does not have an Established Business Relationship, except Persons who have given express written consent to receive Telemarketing

Messages from Customer; (2) any number for a Person who has previously requested not to receive calls from Customer; or (3) any number of a Person to whom transmission of Telemarketing Messages are prohibited under applicable state law.

c) Customer shall initiate and transmit its desired Messages to such Persons' Telephone Numbers through the Service.

d) Customer shall be solely responsible for establishing and providing the time(s), date(s) and delivery schedule(s) in respect of such Messages. Customer shall ensure that no Telemarketing Message is transmitted before 8 a.m. or after 9 p.m. local time at the Person's location and shall ensure that no Messages, including Telemarketing Messages, are transmitted outside of hours allowable under applicable state law.

e) Customer shall comply with all applicable federal, state, and local laws, rules and regulations concerning its activities hereunder, and shall be responsible for maintaining all required records relating thereto. Without limiting the generality of the foregoing, Customer shall ensure that: (1) transmission of any Telemarketing Message complies with the Telephone Consumer Protection Act ("TCPA"), telemarketing regulations of the Federal Communications Commission and the Federal Trade Commission, and any applicable state telemarketing laws; and (2) transmission of any collections message complies with the Fair Debt Collection Practices Act ("FDCPA") and any applicable state collections laws.

f) In the event Customer intends to provide credit card information to Webley, Customer will notify Webley in writing in advance. Customer shall remain compliant with the Payment Card Industry Data Security Standard (PCI/DSS).

3. Webley Obligations

a) Webley shall make the Service available for the initiation and transmission of Messages to Persons' Telephone Numbers by Customer.

b) Webley will use commercially reasonable efforts to ensure that the Service will convey Customer's Messages as directed by Customer. Webley does not guarantee that Messages, once attempted, will actually be delivered, opened or received.

c) Any Services provided by Webley to Customer shall be performed in a professional manner in accordance with industry standards and practices.

d) Webley shall comply with all applicable federal, state, and local laws, rules and regulations concerning its activities hereunder.

e) As permitted by applicable law, Webley shall, at Customer's request and on Customer's behalf, record Messages telephonically transmitted to Persons' Telephone Numbers for diagnostic, quality assurance and/or customer service purposes. Customer acknowledges that certain federal, state, and local laws may govern the recording of Messages transmitted telephonically to Persons' Telephone Numbers and the

retention of such recorded Messages by Webley. Webley shall not provide access to such recorded Messages to any third party.

B. Text Messaging Service Terms

In addition to the Voice Messaging Service Terms, which will apply (as appropriate) to Text Messages, the following terms also apply:

1. Definitions

(a) "User(s)" shall mean the subscriber on a wireless telecommunications network that sends or receives Text Messages via a wireless device. The User is the consumer of the messaging services provided by Webley and the Customer.

(b) "Carrier(s)" shall mean paging and mobile network carriers approved by Webley.

(c) "Transaction(s)" shall mean information related to the origination or termination of a Wireless Message or Text Message request by Customer and transmission and routing of same to the appropriate Carrier with requests for further delivery.

(d) "Wireless Message(s)" shall mean the transmissions of Customer's instructions, and as converted and routed by Webley and delivered to the gateway of the Carrier, together with a request that the Carrier deliver said messages to the wireless devices designated by Customer.

(e) "Text Message" or "SMS Message" shall mean a short message service text or binary message consisting of 160 characters of text or 140 bytes of binary data, or other length of text or binary data per the Carrier's network's support for such length of data where data is sent to, or received from, the Carrier's network.

(f) "Message" means a Wireless Message, Text Message and/or SMS Message.

(g) "Content" means data, text, audio, music, ring tones, graphics, photographs, artwork and other materials in digital electronic form.

2. Customer Obligations

2.1 Content

(a) Customer acknowledges that it is solely responsible for the integrity, quality, legality and all other aspects of all Content contained in a Transaction. Under no circumstances will Webley or its suppliers be responsible for any loss, damage or liability arising out of the Content of any Transaction, including any mistakes contained in the Content or the use or transmission of the Content.

(b) Customer shall comply with all applicable laws and regulations with respect to Transactions and its use of the Services.

(c) Customer grants to Webley and its suppliers a license to use the Content as necessary to perform the Services and the Transactions.

2.2 Program Policies. Customer shall adhere to all policies provided by Webley and the Carriers regarding use of the Services, Content, interactions with Users, and transmission of Messages. If Customer or Customer's Users violate any such policies, Customer shall be obligated to correct such a violation immediately. If Customer is purposely violating such policies in Webley's commercially reasonable judgment, then Webley and/or the Carriers reserve the right to immediately cutoff all Message activity.

2.3 Security. Customer agrees to maintain an appropriate level of security regarding its account ID, password, and connectivity with the Service. Customer is responsible for all Messages transmitted to the Service. If Customer's account ID or password is stolen, or otherwise compromised, and used for malicious purposes, Customer is responsible for all Messages transmitted using the stolen account information. Customer is obligated to immediately contact Webley to have such account ID or passwords changed to prevent continued malicious use of the Customer account.

3. Webley Obligations

3.1 Compliance with Laws Customer shall comply with all applicable laws and regulations with respect to Transactions and its use of the Services.

3.2 Carrier Verification Service. Webley's Carrier Verification Service identifies cellular and landline numbers and the Carrier to which they are assigned. This Service also identifies any numbers that are invalid and not available for telephone or text message communication. Webley uses all commercially reasonable efforts to ensure the accuracy of its Carrier Verification Service. Consequently, Webley makes no warranty of any kind regarding the accuracy of data returned from the Carrier Verification Service.

3.2 User Opt Outs. Webley offers Users with a mechanism for opting out of receiving Text Messages from Customer. Users may send explicit and unambiguous opt-out requests to the Webley Platform via User originated text messaging. Thereafter, Webley shall enforce opt-out requests on behalf of Customer by not sending messages to Users who have explicitly and unambiguously requested opt-out.

3.3 Delivery Receipts. Webley shall provide Customer with delivery receipts for all Messages on the Webley Platform where delivery receipts are available.

3.4 Free-to-End User Messages. Webley may offer free-to-end-user Wireless Messaging Services which allows Customer to send messages to Users without the User incurring any cost.

3.5 Providers. As Webley relies on Carriers and other companies that provide message routing for the telephone industry ("Providers") to make the Services available, Customer acknowledges and agrees that:

- (a) Webley is obligated by Providers to ensure that the Content and all Messages comply with

this Agreement and to take any and all action available to it under the law or as otherwise required by the Providers to ensure Customer's compliance with this Agreement (including, without limitation, the termination of Service or this Agreement).

- (b) Webley may provide Content and other data to Providers who may change the Content to conform and adapt to their requirements and device requirements.

- (c) Providers may, at any time and without notice to Webley, block, suspend or terminate the Services, provided that if Webley does receive notice of such fact from the Provider, it shall promptly notify Customer.

- (d) Customer shall reimburse Webley for any charges, penalties, fines or other amounts which may be imposed by the Providers on the Services provided to Customer.

- (e) As Webley is not a Carrier and does not maintain any wireless infrastructure, the Services and any services provided by any Provider are provided "as is", "where is" and "when available." Webley is responsible only for providing data transmission to effect certain routing of Message requests from Customer to the Carrier and is not responsible for the legality of any services, the actions or omissions of any Provider, and/or Providers' ability to effectuate Customer's requests or to deliver Messages. Webley is therefore not responsible for the availability or performance of any Provider or network or of the Internet or for timeliness, deletions, mis-delivery or failure to store or deliver any Content, Message or Transaction.

3.6 Short Code Programs

- (a) "Short Code" means the 5 or 6-digit code that enables the Carrier to identify Webley as the intended recipient of a Wireless Message or the originator of a Wireless Message. Short Code will be owned exclusively by Webley and no rights granted to Customer. Webley reserves the right to and may at its sole discretion use the Short Code in any manner it deems necessary. The Customer may lease a Short Code of its own at its own expense.

- (b) Webley may require at least 45 days to provision a Short Code for Customer. Short codes are required for Customer messages. Delays may occur in the provisioning process if Customer does not respond quickly to requests for information and for payment. The provisioning timeframe is also dependant upon the responsiveness of the Carriers, and Webley will not be held liable for delays from specific Carriers due to Carriers unresponsiveness.

C. Email Service Terms

In addition to the Voice Messaging Service Terms 1, which will apply (as appropriate) to Electronic Mail Messages, the following terms also apply:

1. Definitions

a) "Electronic Mail Addresses" shall mean the Internet-based destinations of Persons to which Customer may initiate Electronic Mail Messages. Electronic Mail Messages are considered Messages for the purposes of Attachments 1 and 2.

b) "Commercial Electronic Mail Message" shall mean an Electronic Mail Message the primary purpose of which is the commercial advertisement or promotion of a commercial product or service, except transactional or relationship messages as defined in 15 U.S.C. § 7702.

2. Customer Obligations

a) Customer will create, design, write and/or record one or more Messages for transmission to Persons' Electronic Mail Addresses. Customer shall be solely responsible for the accuracy and legality of the contents of any Electronic Mail Messages. Customer shall ensure that for Commercial Electronic Mail Messages: (1) the "from" line, subject heading, and other identifying header information is not misleading or deceptive; (2) the Message includes a functioning return e-mail address or other means for a Person to request not to receive future Commercial Electronic Mail Messages from Customer; and (3) the Message contains warning labels required by the CAN-SPAM Act (15 U.S.C. § 7704(d)) for sexually oriented material, if applicable.

b) Customer shall provide and be solely responsible in all respects for the Electronic Mail Addresses, as the case may be, of the Persons to which the Messages are to be transmitted. For Commercial Electronic Mail Messages, Customer shall ensure that Electronic Mail Addresses do not include: (1) e-mail addresses obtained by means in violation of the CAN-SPAM Act (15 U.S.C. § 7704(b)); or (2) e-mail addresses of persons who have requested, at least ten days previously, not to receive Commercial Electronic Mail Messages from Customer.

c) Customer shall initiate and transmit its desired Messages to such Persons' Electronic Mail Addresses through the Service.

d) Customer shall be solely responsible for establishing and providing the time(s), date(s) and delivery schedule(s) in respect of such Messages.

e) Customer shall comply with all applicable federal, state, and local laws, rules and regulations concerning its activities hereunder, and shall be responsible for maintaining all required records relating thereto. Without limiting the generality of the foregoing, Customer shall ensure that: (1) transmission of any collections message complies with the Fair Debt Collection Practices Act ("FDCPA") and any applicable state collections laws; and (2) transmission of any Commercial Electronic Mail Message complies with the Controlling the Assault of Non-

Solicited Pornography and Marketing Act ("CAN-SPAM Act") and any applicable state commercial e-mail laws.

f) Upon Webley's request, Customer will provide proof that the intended recipients of any Commercial Electronic Mail Messages have affirmatively opted-in to receiving such messages. If Customer is unable to provide such proof, Customer acknowledges that the Internet Service Provider hosting the recipients' email account may prohibit Webley from sending any further Messages to any accounts hosted by such provider.