

Services Contract

SERVICES CONTRACT

Date

Company

Address

City

State

Zip Code

Phone

Contact Name

Services

Upon completion of this agreement, Service Provider agrees to fulfill the following services for the above stated business:

Description of Services

Total Due for Services

Notes

Acknowledgment

Service Provider warrants its services will be performed in accordance with all applicable laws. Service Provider agrees to preserve the confidentiality, integrity and accessibility of Client data. Service Provider also agrees that at no time is Client's data to be shared, sold or displayed to any other parties without the express written consent of Client. Client agrees and warrants that in using the services and otherwise conducting its business, Client will provide accurate and up-to-date information which Client is legally allowed to possess and use, and will comply with all applicable laws and regulations, including without limitation the FCC's Telephone Consumer Protection Act, the FTC's Telemarketing Sales Rule, the CANSPAM Act, data privacy laws, and all other applicable laws, regulations and industry best practices. Client also warrants that it has any required "express written consent" to contact the numbers provided/purchased, and that such consent is well documented and in the possession of Client. Client agrees to use the Services in full compliance with all laws and understands that Service Provider is not managing compliance for Client. Client may not use this Service for any unlawful or discriminatory activities, including acts prohibited by the Federal Trade Commission Act, Fair Credit Reporting Act, Equal Credit Opportunity Act, or other laws that apply to commerce. Client assumes complete responsibility for any Approved Communications sent by Service Provider on behalf of Client including any violations that arise, holding Service Provider and its Agents and Representatives harmless. Client agrees to defend, indemnify and hold harmless, including by paying reasonable costs and attorney fees, Services Provider, along with its owners, officers, managers, employees, contractors, affiliates and agents, from and against any claim, suit, investigation, fine, cost or expense related, directly or indirectly to Client's use of the Services or any actual or alleged breach of these terms, or of any law or regulation. Client agrees that any claim or suit between the parties shall be brought and heard only under state law where Service Provider is located and in the courts of the State where Service Provider resides, and the State and Federal courts in the county where Service Provider resides shall have exclusive jurisdiction over the same and that venue shall be appropriate in the same. In any such proceeding, if Service Provider substantial prevails, Client shall pay all costs, expenses and reasonable attorney fees of Service Provider within 30 days of Service Provider's written demand for such reimbursement. All credit card payments will incur a 3% processing fee applied to the total. Payment is due prior to your campaign launching. Service Provider reserves the right to not run scheduled services until payment is received. Accounts not paid within 15 days of the date of the invoice, or within 15 days of a scheduled payment, are subject to losing any applied discounts and becoming due in full immediately. Service Provider further reserves the right to enforce a 10% annual interest on the full amount due until fees are paid.

IP Address