

Terms of Purchase

* **EXPRESS ONE YEAR LIMITED WARRANTY:** Manufacturer warrants that its hardware and software will be free of any significant defects for one year from purchase date. Manufacturer will repair or replace damaged or malfunctioning products at no charge, if within the warranty time limit and if there has been no damage by accidents, lightning or power surges, or misuse or abuse by the Buyer/User. Buyer must return any defective hardware prior to Manufacturer's shipping a replacement or Buyer must give a credit card number authorizing a charge until the defective hardware is returned to Manufacturer. Buyer/User and Manufacturer will each pay the shipping costs of returning any items to each other for repair or replacement. THERE ARE NO WARRANTIES THAT ARE NOT INCLUDED HERE.

* **TECHNICAL SUPPORT-SOFTWARE UPGRADES-TRAINING:** To begin using Technical Support/Training, Buyer/User must first REGISTER at www.tellacom.net. One year of Technical Support, one year of Software Upgrades, and 45 days of Training are included with the purchase price for the original Buyer/User. After the first year, each additional year of Technical Support and Software Upgrades and 45 days of Training may be purchased for the greater of \$250 or 15% of the original invoice price. Additional Training may be purchased for \$50 per hour. Technical Support includes helping User install and troubleshoot the software and hardware. Training includes helping User learn how to use the software. It does not include teaching the User how to use a computer or how to use other vendors' software such as Windows or databases, or how to install networks or install and use telephone systems. (Important: Buyer/User must have someone local to install and support the network and telephone lines and headsets.) The Technicians can explain to the User how to import and manage User's telephone number lists and Do Not Call lists, but the Technicians cannot actually edit or modify User's lists for him/her. If User does not have basic computer skills, a professional should be hired to contact Technical Support for installation and training. Technical Support hours are 9 am to 6 pm (US Central Time Zone), Monday through Friday, except for holidays. User may at any time leave Job Tickets, Voice Messages, or send E-mails with questions. The Technicians will make every reasonable effort to resolve questions and problems on a timely basis, within the times listed above; however, the Technicians may not always be able to resolve every problem, nor respond to every call immediately.

* **RETURN POLICY:** After Seller installs this product on site in good working condition and Buyer and his/her Agents have been trained, Buyer will be expected to sign a statement, before Seller's installer leaves, stating that all components have been received, that the product and all its components are working properly, that everyone has been trained to use the product, and acknowledging that there can be no refund for any reason, including if any laws are later changed affecting the use of this product. If the product is being leased, the Buyer will also be expected to sign the appropriate leasing documents that finalize the lease.

Liability & Responsibility

* The Seller and Manufacturer strive to provide the Buyer/User with the highest quality software and hardware; however, there are a number of factors that can cause system malfunctions including, but not limited to, operator error, software corruption, software bugs, telephone line problems, electrical surges, hardware defects, and computer failures. The Seller and Manufacturer and its Technicians cannot be responsible if the Buyer/User adds other software or hardware that corrupt the system or for any other malfunctions.

* The Buyer/User is responsible for making frequent backups of his or her system to protect against any loss of valuable data. The Seller and Manufacturer and its Technicians cannot be responsible for loss of data for any reason whatsoever. The Seller or Manufacturer will not be liable for any lost revenue, lost profits, penalties, fines, legal judgments, or other expenses due to loss of data, hardware or software problems, or for any other reason.

* This product has the capability of being operated in various ways and for various uses. The Buyer/User assumes all liability and responsibility for only operating this product legally, according to federal, state, and/or local laws. Laws are complex and may change from time to time, and laws vary from country to country and from state to state. A violation of any such laws could result in significant penalties and other sanctions. Prior to buying or using this product, the Buyer/User should consult with an attorney to determine the extent of permissible activities. The Seller and the Manufacturer and its Technicians and Representatives are not attorneys; therefore, any interpretations of laws regarding the use of this product should not be completely relied upon. It is your responsibility to determine specifically what is legally required for your operation and to therefore use this product in a manner that will comply with any such laws. After purchasing this product, a refund is not available if any laws are later changed affecting the use of this product.

* Note: Informational calls (not attempting to sell goods or services) are not subject to various laws regulating Telemarketing calls. A summary of some of those laws relating to Telemarketing calls is described in the section below:

* **TELEMARKETERS BEWARE:** If the Buyer/User intends to use any outbound dialing products (auto dialer, power dialer, predictive dialer, or fax broadcaster) for solicitation purposes (selling goods or services), there are laws or rules including, but no limited to, the following:

Do Not Call: The Buyer/User should be aware that he or she may be responsible for monthly "scrubbing" of calling lists against Federal and/or State Do Not Call Registry lists. (The Manufacturer of this product provides the Buyer/User with tools to assist in cleaning the Buyer/User's dialing lists of Do Not Call telephone numbers if required; however, the Manufacturer cannot guarantee 100% integrity or reliability of these tools.)

Cell Phones: It is not legal to call cell phones to attempt to sell goods or services with either a pre-recorded message or with live agents.

Predictive Dialing (calling to speak to people live): If using a predictive dialer, there are laws regarding "DROPPED CALLS" or "ABANDONED CALLS", which are calls that are not connected to a live agent. Among other things, those laws may require: 1) not hanging up before 15 seconds or 4 rings, 2) playing an informational message if the call is answered but an agent is not available, and 3) not abandoning more than 3% of calls, calculated over a 30 day period.

Auto Dialing (calling to leave pre-recorded messages): Effective December 1, 2008, per the US Federal Trade Commission, in the beginning of the pre-recorded message, an automated key press must be available so that consumers can opt out of the call as easily as they can from a live telemarketing call. If a message is left on an answering machine or voice mail, a toll free number must be provided for the recipient to call to opt out of any future calls. Effective September 1, 2009, per the US Federal Trade Commission, telemarketers cannot call people with a pre-recorded message to sell goods or services, unless they have prior written (or electronic) permission from the recipient of each call, regardless of whether it is answered live or by an answering machine or voice mail. Having a previous business relationship will no longer be sufficient. The following are exempt from the prior written permission requirement: informational calls, political calls, charitable solicitation calls, and healthcare related calls that are subject to HIPPA.

* By using this product, the Buyer/User accepts 100% of the responsibility and liability regarding its use and will hold the Seller and the Manufacturer and its Technicians and Representatives completely harmless from any fines, penalties, litigation, expenses, or claims for any reason.

I have read, understand, and agree to all 4 pages of "Details of Predictive Dialer" which are valid for 1 year from purchase date:

Buyer/User's Signature: _____ **Date:** _____

Print Name & Company/Organization: _____

Please sign and fax all 5 pages to 972-713-8364 or mail to EVS.