

The Amfax Corporation

Emergency Notification System (ENS) Access Agreement

Step 1: Please Print this form and fax it to 866-274-4354, or scan and email to accounts@parentReach.com.

Sch Organi	nool or zation					Contact Name			
A	address					Phone			
	City		State	Zip		Fax			
Enrolled Students		Faculty and Star	ff	E	mail				
Step 2: Please check all that apply. Step 3: Please select your plan based on the chart below. Plan 1 Plan 4									
School Public District Private Independen				Annual Plan		Plan 2 Plan 3	Plan 5 Plan 6		
Non-Profit Other									
T	•	<u> </u>	<u> </u>	T	,		All Plans Include:		
Plan	Number of Students and Faculty/Staff	Annual Fee	Included Messages	Excess Per Message Price		Unlimited ac	cess for fax, e-mail, voice, and sms texting		
1	1 - 150	\$295	4,000	\$0.11		Unlimited ac	ccess via any browser or touch-tone phone		
2	151 - 300	\$495	8,000	\$0.09		Unlimited ac	cess to the Alerts & Notifications Hotline		
3 4	301 - 600 601 - 1200	\$995 \$1995	20,000 50,000	\$0.07 \$0.06	-				
5	1201 - 3000	\$3495	100,000	\$0.05	+	Unlimited Li	ists and 24/7 Customer Service		
6	3001+	\$6595	200,000	\$0.04		128bit SSL E	Encryption for secure information transfers		
Start Date			Your Prefe Renewal I			(O _I	otional choice to match your budget year.)		
*Your first invoice will include a pro-rated amount from your Start-date until your chosen Renewal date.									
Step 4: Please enter the number to display on CallerID: 5a: Your Hotline greeting to inbound callers:									
	NONE: CID will show up as "Unknown" or "Restricted" Your organization's name is announced as default								
	Display my Telephone number at no additional charge!								
	Area Code	Phone							
Step 5: Enter your organization's name for the Hotline announcesment:									

ParentREACHTM Emergency Notification System (ENS) Access Agreement - Terms of Service.

ParentREACH ENS is a service of THE AMFAX CORPORATION ("Amfax" or "ParentReach"). Customer agrees to use Amfax's Outbound Broadcast services to send facsimile, text, email and outbound call messages ("Messages") to its faculty, members, students and their parents and guardians, and other constituents of Customer's sphere of operations (the "Recipients") and as a condition for access to and use of such services agrees that the following shall apply to any use by Customer of Amfax services:

- 1. Term: The starting date of this agreement is the date it is accepted by Amfax. The ending date is the last day of the calendar month that includes the anniversary of the starting date. Agreement renews automatically at each anniversary for successive one-year periods at the then current rates.
- 2. Rollovers: Any unused portions of plan message allotments are carried over into the following year upon renewal. If the current year's allotment is exhausted rollovers are applied as needed until depleted. Any rollovers not so used expire at the end of the current term. Included messages allotment is that amount associated with your Selected Plan. See the schedule of plans, included messages, and prices for Plan details.
- 3. Payment Terms: Amfax service is provided on a pre-paid basis and payment is due by the starting date. The payment amount will be the amount associated with the plan selected by the Customer ("Selected Plan"). Payment for excess usage of messaging services beyond the plan allotment, if any, is due by the 21st day of the month following the month in which excess usage charges are assessed and invoiced to the Customer.
- 4. Termination: Customer may terminate this agreement at any time by written notice to Amfax at 150 Beekman Street, NY, NY 10038. Termination becomes effective on the last day of the month following the month in which notice is given unless the agreement reaches its Term prior to such date and ends automatically. Amfax may not terminate this agreement but reserves the right not to renew the agreement on any anniversary.
- 5. Refunds: In the event of early termination of this agreement Amfax shall refund a prorated portion of the unused term of the agreement based on the effective date of termination. If the effective date of termination is earlier than six months from the inception of the current term, the refunded amount is limited to that portion of the Plan Payment amount that is beyond the initial six months of the term notwithstanding the earlier termination.
- 6. Privacy: Amfax warrants it will not use, sell, or otherwise permit unauthorized access to your personal, customer, member, or any other information transmitted to or stored in our system in conjunction with the use of the Services, nor disclose any personal, customer, member or other information supplied to us in the execution of, or to induce the acceptance of, this agreement. (See "http://www.parentreach.com/privacy.html.")
- 7. Compliance: Customer represents and warrants that Customer has the legal right to send all Messages to the Recipients (including obtaining any required consents from the Recipients) and is in compliance with all applicable laws including but not limited to; the TCPA 47 USC 227; CANSPAM Pub. L. No. 108-187; and TSR 16 CFR 310; laws issued by the Canadian Radio-Television and Telecommunications Commission concerning telemarketing and unsolicited faxes, Personal Information Protection and Electronic Documents Act.
- 8. Updates: Customer acknowledges terms may change without notice and this agreement is governed by any updated terms appearing on the most recent version of this agreement as published on the ParentReach.com web site at the date of any renewal. Amfax is not required to notify customer of changes if any, and customer acknowledges that continued use of the services constitutes agreement to such updated terms.
- 9. Customer further acknowledges that Customer is the sender of all Messages and Amfax is acting at Customer's direction as the broadcaster of the Messages. Amfax does not provide and Customer shall be solely responsible for all content of the Messages and for providing any list of names, numbers or addresses for Client to utilize in sending Messages.
- 10. Customer shall indemnify, defend and hold Amfax harmless from all claims, liability, penalty, fines, costs, expenses, damages including reasonable attorneys' fees arising out of, connected with or resulting from Customer's use of Amfax Services or any breach of Customer's obligations set forth in this agreement. The parties agree any controversy arising under, or in relation to, this contract shall be settled by binding arbitration in the City of New York, in accordance with the laws of New York State, and the rules of the American Arbitration Association.

IN WITNESS WHEREOF, the parties hereby sign this Agreement by their duly authorized officers, as dated below.

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School or Organization		For: The Amfax Corporation
Submitted By:	Accepted By:	
Title:	Signature:	
Signature:	Date:	