



Emergency Notification System (ENS) Access Agreement

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

							7			
Organi	zation						Contact Name			
Address							Phone			
	City		State	Zip			Fax			
	erm # Staff	Temp # of Staf			Er	nail				
Step 2: Please check all that apply. Step 3: Select a plan based on the chart below or on the web at http://www.amfaxENS.com/pricing.htm										
	Private S	Manuf. Service sales			nnual Plan		Plan 1 Plan 2 Plan 3 Plan 7	☐ Plan 4 ☐ Plan 5 ☐ Plan 6 ☐ Plan 8		
Non-Profit Other								All Plans Include:		
Plan	Suggested plan for Mgmt +Staff of	Annual Fee	Included Messages	Cents Excess I		U	nlimited acc	cess for fax, e-mail, voice, and sms texting		
1	1 - 150	\$390	2000	\$0.	19	U	nlimited ac	cess via any browser or touch-tone phone		
3	151 - 300 301 - 600	\$790 \$1490	5000 12000	\$0. \$0.		U	nlimited ac	cess to the Alerts & Notifications Hotline		
4	601 - 1200	\$2990	30000	\$0. \$0.				1015		
5	1201 - 3000	\$5990	70000	\$0.		U	nlimited Li	ists and 24/7 Customer Service		
6	3001+	\$11990	150000	\$0.	09	12	28bit SSL E	Encryption for secure information transfers		
Start Date			Preferred Renewal	Date*				(Choose this to match your budget year.)		
*Your first invoice will include a pro-rata amount from now (start-date) till your first chosen anniversary date.										
Step 4: Please select your CallerID display preference: Your Hotline Greeting to inbound callers:										
	Display the free #: (411) 411-4111						Your	organization name is used as default		
	Display my Tel# @ \$25/yr additional charge									
	Area Code	Phone								
Sten 5: Use of "The Alerts & Notifications Hotline" is free: Yes (Enter name for Greeting above) No.										

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

Customer will use Amfax's Outbound Broadcasting services to send facsimile, email, outbound phone messages and SMS+ext ("Messages") to its employees, members, students, subscribers, franchisees, fleet(s), and other constituents comprising the Customer's sphere of operations (the "Recipients") and as a condition for access to and use of the services agrees that the following shall apply to any use by Customer of Amfax services:

Term: The starting date of this subscription agreement is the date the agreement is accepted by Amfax. The ending date is the last day of the calendar month that includes the anniversary of the starting date, unless an alternate end date is selected for budgeting purposes.

Renewals: Agreement will automatically renew on the last day of the term, for successive one year periods, unless canceled by either party prior to the term, at the then current rates as published on the AmfaxENS.com web site on the last day of the month prior to the last day of the term.

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 unused rollovers expire at the end of the renewal term. The included messages allotment is the amount associated with your Selected Plan. See the schedule of service plans, included messages, and prices for Plan details.

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.

Termination: Amfax may not terminate this agreement but reserves the right not to renew the agreement on any anniversary of the agreement. 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.

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 Date, the refunded amount will be limited to that portion of the Plan Payment amount that is beyond the initial six months of the term notwithstanding the earlier termination.

Privacy Agreement: 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. For a complete review of the Amfax Privacy Policy please visit our web site at http://www.amfaxENS.com/privacy.htm.

Compliance: This agreement is made under the laws of the State of New York which shall have sole juristiction in the event of disputes. The parties agree that any disputes arising shall be submitted to the NYS Board of Arbitration and their decision shall be binding on the parties. 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; for use to or from the United States, the TCPA47 USC 227; CANSPAMPub.L. No. 108-187; and TSR 16 CFR 310; for use to or from Canada, laws issued by the Canadian Radio-television and Telecommunications Commission concerning telemarketing and unsolicited faxes. Personal Information Protection and Electronic Documents Act.

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.

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. 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.

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