



CONFIDENTIAL APPLICATION FORM FOR FAX BROADCASTING SERVICE

Name.....Position in Company.....

Company name.....

Address.....

Telephone number:.....Mobile.....

Fax number.....e-mail.....

Payment is required with your first order. Thereafter a 30-day credit account will be opened for you.

Please tick to indicate method of payment (Please note we do not accept American Express):

- Payment with order by cheque Debit/Credit card authorization.

I authorize CENTRAL MESSAGING to charge to my/our Debit/Credit card account all charges incurred in connection with the Fax Broadcasting Service. Where CENTRAL MESSAGING has granted a credit account to the above company, CENTRAL MESSAGING reserve the right to charge the debit/credit card below with any charges incurred in connection with the fax broadcasting service where the company has not paid within the agreed credit period.

Debit/Credit card No.....Expiry date.....

Start date (if applicable).....Issue Number (if applicable).....Card Security Number.....

(last 3 digits found on the back of the card)

Registered name and address of cardholder

Signature of cardholder.....Date.....

I/We (the customer) apply to use the CENTRAL MESSAGING FAX BROADCASTING SERVICE subject to CENTRAL MESSAGING'S (the company) normal terms and conditions and clauses as below which I/we accept.

Signature.....Date.....

- 1) All conditions and clauses of this agreement are subject to English Law, and any disputes will be settled under English Law.
- 2) All fax numbers supplied by the Customer to the Company are supplied on the basis that the Company is at all times solely acting as an agent for the Customer, unless otherwise agreed in writing in advance by a director of the company.
- 3) The Customer will fully indemnify the Company against any expenses, costs, claims, damages or penalties incurred by the Company in connection with this Agreement howsoever occasioned including through defamation of third parties.
- 4) The limit of the liability of the Company in respect of any act, omission, neglect, delay or default by it or by its servants or agents whether by way of the Law of Contract and/or by way of liability for negligence or any other sort, or for any other reason, shall not at any time exceed the sum of any monies paid in advance for any particular project. The Customer agrees that there will be no increase or variation in liability from the Company or any of its servants or agents or anyone employed at any time upon Company business for any reason whatsoever beyond the limit mentioned above other than by written agreement in advance by a Director of the Company.
- 5) The Company makes no claims as to the expected results from any fax broadcast run. While every effort is made to supply quality prospects suitable for the customer, where the Customer requests that service, no specific level of response or sales can be assumed or guaranteed.
- 6) If a fax recipient contacts the Customer and asks that their name be removed from the fax database the Customer will pass on such information to the Company so that the complainant's details may be instantly removed from existing lists. The Company accepts no responsibility in any way in relation to the complainants and do not accept any liability in relation to claims made by such complainants due to them being fax'd.
- 7) Whilst every effort will be made to adhere to any agreed broadcast date and/or schedule no liability will be accepted if this is not met and the Company reserves the right to alter, amend or cancel such agreed dates and schedules without reference, notice, liability or discount.