

# Customer Agreement - Terms and Conditions

## A. Agreement

This Agreement is entered into between WestFax, Inc. (“WestFax”) and you (the “Customer” or “User”), and covers the terms and conditions of your use of WestFax Services (“Services”). You agree the Services that WestFax provides to you are subject to the Agreement and its Terms and Conditions. The Customer Agreement and its Terms and Conditions are collectively referred to herein after as the “Terms”). Each time you check “I ACCEPT” before using the Services you are further agreeing to the Terms and to be bound by the Customer Agreement.

WestFax may revise the Terms at any time by posting revised Terms on the WestFax web site (“Site”) or by sending information regarding the amendment to the email address you provide to Westfax. You are responsible for regularly reviewing the Site to receive an update of the Terms. You shall be deemed to have accepted these updates by continued use of the Services after the changes have been posted. The most current version of the Terms can be reviewed at [WestFax Agreement - Terms and Conditions](#) and at the bottom of our Site. This Agreement may not be amended by Customer except in writing signed by WestFax.

The Customer Agreement and Terms and Conditions comprise the entire agreement between WestFax and you regarding the subject matter of this Agreement.

## B. Services Description and Charges

On its Site, WestFax provides you with access to a variety of fax, voice, email and messaging services. “Services” are defined as any and all services provided by WestFax to you either now or in the future. The Services, including any updates, enhancements, new features, and/or the addition of any new web properties, are subject to these Terms. The most current versions of the Services and the charges for the Services can be reviewed by clicking on the hypertext links:

Fax Broadcast allows you to send a single fax to more than one person at the same time.

[Fax Broadcast](#)

FaxForward allows you to receive AND send faxes with your email account.

[FaxForward](#).

The inbound (receipt) of faxes consists of providing you with toll free or local telephone number from which you may receive facsimile messages that are routed into your email, FTP site or WestFax FTP site.

The outbound (sending) of faxes consists of opening your email, attaching to your email the document you wish to send and entering the facsimile number(s) of the person(s) you wish to fax the document to in the “to field”. The attachment is sent to the fax machine(s) with the number(s) you entered in the “to field”.

Your FaxForward Service will be connected to the email account you provide to Westfax.

### FaxForward 30 Day Free Trial

When you sign up for the FaxForward Service you are entitled to try the FaxForward Service on a free, 30 day, trial basis. During the free 30 day trial period, you are entitled to receive and send a total of 500 pages of faxes. If you exceed this total during the trial period you will be charged \$0.05 for every page over 500.

### FaxForward Monthly Plan

The cost of the FaxForward Service (inbound and outbound) is \$8.99 per month. You will be charged for the FaxForward Service on the 1<sup>st</sup> day of the month for the FaxForward Service for that month. Your first monthly charge will reflect the portion of the month remaining after your 30 day free trial period expires, the first full month of the FaxForward Service and any charges you incurred from the use of the FaxForward Service during the trial period (e.g. over 500 pages). There after, you will be charged \$8.99 per month plus any other charges you incur during the month.

During each month you are entitled to receive and send a total of 500 pages of faxes. Your account is administered by giving you a 500 page credit at the beginning of each month (and a proportionate amount of pages for the portion of the month remaining after the free 30 day trial period expires) and deducting from such credit all pages received and sent by you during the month. If you exceed this total during any month, you will be charged an additional \$0.05 for every page over 500. If you do not use all 500 pages, any remaining or unused pages expire at the end of each month. The FaxForward pages have no monetary value and do not roll over to the next month. There is no refund for any unused portion of the FaxForward Service.

### FaxForward Storage and Search

Fax messages received and sent by you will be stored and displayed on the Site for 60 days after the fax is received or sent or until your account is terminated, whichever occurs first. These faxes are searchable by the dates sent and received.

### Modification of Features and Liability

WestFax reserves the right to reduce the number of days your faxes will be stored and the number of faxes stored and to otherwise modify or remove the storage and/or searchable features of the FaxForward Service altogether. You agree Westfax has no responsibility or liability for any failure or malfunction of your email account, the storage or searchable features, the deletion of any faxes, the loss of the ability to use the FaxForward Service or portions thereof or the inability to search for or obtain fax messages. The User assumes full responsibility for the content of any emails and faxes and the transmission of and receipt by third parties of your emails and faxes. If WestFax believes any emails or faxes sent as a part of the FaxForward Service violate or may violate any federal, state or local statute, law or regulation, or User has otherwise breached any portion of the Terms, WestFax may remove your emails and faxes and/or deactivate any links to the Services without notice to you.

### C. Sign Up

You may sign up for any of the Services online at [Fax Forward Sign Up](#) and follow the simple steps which include your name, address and other contact information, billing information and a credit card. When you sign up, Westfax will verify your credit card information by submitting a \$0.00 authorization to your credit card issuer.

In order to use the FaxForward Service on a free 30 day trial basis you must first sign up for the FaxForward Service.

If you begin but do not complete the sign up process for the Services, you authorize WestFax to contact you to assist you with the sign up process, to discuss the Services or to answer any questions you may have with respect to the Services.

#### D. Ownership

All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the WestFax Services are wholly owned by WestFax and/or its licensors and service providers except where stated otherwise.

You understand and agree that you are not the owner of any WestFax Services including any fax or voice number ("West Fax Number") assigned to you by West Fax. Ownership of any such West Fax Number is vested solely in WestFax. WestFax is the customer of record for all WestFax Numbers. WestFax may assign such number to you for your use during the term of this Agreement. You understand and agree that following the termination of your WestFax account for any reason, such WestFax Number may be re-assigned immediately (although there may be a transition period) to another customer, and you agree that WestFax will not be liable for damages (including consequential or other damages) arising out of any such re-assignment, and you therefore waive any claims with respect to any such re-assignment, whether based on contractual, civil wrongs, or other grounds, even if WestFax has been advised of the possibility of damages.

You further understand and agree that WestFax may from time to time need to change the WestFax Number assigned to you due to circumstances outside or within WestFax's control. You agree that WestFax will not be liable for damages (including consequential or other damages) arising out of any such change in the WestFax Number assigned to you, and you hereby relinquish any claims with respect to any such change, whether based on contractual, civil wrongs, or other grounds, even if WestFax has been advised of the possibility of damages.

WestFax's rights to the WestFax Numbers include the right to "port" the WestFax Numbers. WestFax is not a telephone company and is not under any legal obligation to permit you to port any WestFax Numbers. You agree not to transfer or attempt to transfer any WestFax Number assigned to you to any other telephone carrier or other person. If you violate this provision, you agree to immediately transfer back the WestFax Number to WestFax, pay WestFax for any costs and damages caused by such transfer and take any and all other actions as may be requested by Westfax.

Notwithstanding the above, if you ported in any telephone number in connection with your use of the FaxForward Service, you may port out the telephone number when you terminate your account: (1) by giving WestFax written notice within 30 days after your account is terminated that you intend to port out your telephone number; (2) your telephone carrier provides WestFax's telephone carrier with a signed porting request; (3) you have paid for all of your charges for the Services; and (4) you pay

WestFax its administrative fee of \$20.00 to cover its costs of processing the transfer. You understand and agree that delays, technical problems and processing issues may occur during the porting out period and this may prevent your new carrier from porting your number to it. WestFax is not responsible or liable for any part of the process where your telephone number is ported.

You agree that you are not authorized to charge any Services provided to you or at your request to the WestFax Number assigned to you by WestFax and that you will not request or otherwise cause any third-party service provider to charge any of its services to such number. You are responsible for any such charges, and any such charges will give WestFax the right to immediately terminate your WestFax account without notice.

#### E. Use of Services / Customer Responsibilities

By using the Site and Services, you acknowledge that you have read, understood and agreed to be bound by these Terms. If you do not agree with these Terms, you will not be granted permission to log into this Site and/or utilize our Services. By accepting these Terms, you acknowledge that you agree to represent and warrant that the information provided by you in the Account Set-up is true and correct in all respects and to promptly update such information if it changes and to pay all charges to your account that you incur as a result of use of the Services through your account.

You represent and warrant that you are at least 18 years of age. You attest that you possess the legal right and ability to enter into this Agreement. If you are representing a corporation you warrant that you have the authority to bind the corporation. You agree to be financially responsible for your use of WestFax Services (as well as for use of your account by others, including minors) and to comply with your responsibilities and obligations as stated in these Terms.

You must acquire and pay for all equipment and third-party services (such as but not limited to telephone and computer equipment) required for you to access and use the Services; maintain the security of your password and other confidential information relating to your account; and be responsible for all charges resulting from use of your account, including unauthorized use prior to your notifying WestFax of such use and taking steps to prevent its further occurrence. You may not sell, resell, rent or lease the use of the Services.

#### F. Charges

You agree to pay all charges for your use of WestFax Services according to the payment plan applicable to your Service. WestFax reserves the right to prospectively change prices or institute new charges for access to or use of WestFax Services.

Charges for Services may include activation, recurring subscription and usage fees. Your activation and recurring monthly subscription fees are payable in advance and are COMPLETELY NON-REFUNDABLE. For Broadcast Fax Service, usage charges are charged as and when such charges are incurred or by accumulating such charges (at the sole discretion of WestFax) in accordance with the usage rates that

apply to the Broadcast Fax Service you use. For FaxForward Service, usage charges are charged on the 1<sup>st</sup> day of each month in accordance with the monthly rate that applies to the FaxForward Service you use. Overage and other charges may be applicable as well.

Your plan may include a monthly allowance of free or set amount of faxes, phone calls, emails, or contacts. In the event that you have exceeded your plan's limit you will be automatically charged usage fees for each fax, call, email or contact in excess of your plan's limit. Unused allowances and credits expire and are not transferrable from month to month.

Payment of your WestFax account balance is due and payable according to your plan for the Services you choose to use. All FaxForward Service is due on the 1<sup>st</sup> of each month and is payable by credit card at such time. If your WestFax Broadcast Fax Service is not paid by credit card and instead a qualified business account is approved by WestFax for corporate billing, charges will be accumulated, identified by account number and invoiced accordingly. Charges for qualified business accounts for Broadcast Fax Service are subject to the Terms. Any failure to pay the charges is violation of this Agreement and grounds for termination of your account by WestFax.

If the payment method for your WestFax account is by credit card and payment is not received by WestFax from the card issuer or its agents, you agree to pay all amounts due upon demand by WestFax each time you use WestFax Services or allow or cause WestFax Services to be used. You agree and reaffirm that WestFax is authorized to charge your designated card. Your card issuer's agreement governs your use of your designated card in connection with WestFax Services, and you must refer to such agreement (not this Agreement) with respect to your rights and liabilities as a cardholder.

You agree that WestFax may submit charges for your usage fees and recurring monthly and any other subscription fee without further authorization from you, until you provide prior notice (in accordance with WestFax' verification procedures, as may be established by WestFax from time to time in its discretion) that you have terminated this authorization or wish to change your designated card. Such notice will not affect charges submitted before WestFax reasonably could act on your notice. If you have any question regarding any charges that have been applied to your account, you must contact WestFax' Customer Service within thirty (30) days of the charge date. Failure to do so will waive your ability to dispute such charges. Failure to use your account will not be deemed a basis for refusing to pay any charges submitted by WestFax in accordance with this Agreement.

WestFax may amend the pricing, charges and other features of the Services at any time either by posting the amendments and changes on the Site, or by sending information regarding the amendments and changes to the email address you provided. You are responsible for regularly reviewing such amendments and changes including pricing information. Continued use of the Services, or non-termination of your account after changes are either posted or emailed to you constitutes your acceptance of the Services as modified.

#### G. Personal Information Privacy and Protection

See the Privacy Policy [hypertext link WestFax Privacy Policy](#) and also located at the bottom of the WestFax Site for disclosures relating to the collection and use of your personally identifiable information.

## H. Data Storage and Protection

While your account is active West Fax will store customer information sent and received through your WestFax account for sixty (60) days, in each case measured from the date of receipt of such information. WestFax shall maintain administrative, technical and physical safeguards to protect the security, confidentiality and integrity of customer information in its possession. Customer acknowledges that WestFax may change its practices and limitations concerning storage and protection of information, at any time and that notification of any such changes will be posted on the Site. Customer further agrees that this feature is provided as a convenience to Customer only and WestFax has no responsibility or liability whatsoever for the deletion, loss, disclosure of, or failure to store or protect any information and/or other communications maintained, received or transmitted by use of the Services.

## I. The Internet

Customer acknowledges and agrees that the predictability of the Internet is such that WestFax cannot and does not guarantee access to the Site or its Services. WestFax may, from time to time, temporarily suspend your access without any prior notice to you. Moreover, you understand and agree that WestFax will not be liable for any direct, indirect, incidental, special or consequential damages relating to any pranks, hoaxes, viruses, bugs or any other form of technological failure, natural disaster or security breach that may prevent or interrupt access to or use of the Site and Services thereon, or cause information or communications received and transmitted through WestFax's Services to be publicly disseminated or otherwise misdirected, or for any other mistake, omission, deletion of information or communications or error.

## J. Account, Password and Security

To open an account you must complete the Sign Up process by providing WestFax with current, complete and accurate information as requested on the Account Set Up Form. You agree to notify WestFax promptly of any changes to this information as required to keep it current, complete and accurate. You will also be assigned a user name and password. Please remember that your user name and password are unique to you and should not be communicated to any other person. You may change your password on the Site. You are entirely responsible for maintaining the confidentiality of your user name, password and account information. By accepting this Agreement, you represent and affirm to WestFax that you will not communicate your user name and/or password to any unauthorized user. You agree to assume sole responsibility for all charges and harm resulting from the use of the user name and password by anyone other than yourself.

You agree to notify WestFax immediately of any unauthorized use of your account or any other breach of security. WestFax will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for charges and losses incurred by WestFax or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

## K. Prohibited or Unlawful Use

As a condition of your use of the Services, you agree not use the Services for any purpose that is unlawful or prohibited by these Terms in the Customer Agreement. You may not use the Services in any manner that could damage, disable, overburden, or impair any WestFax server, or the network(s) connected to any WestFax server, interfere with the Services or any other party's use of the Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any WestFax server or to any of the Services, through password mining, hacking or any other means. You will not use or register the name WestFax or any other trade name or trademark of WestFax without express, prior permission and you will not obstruct the identification procedures used by WestFax in the Services.

You represent and agree that the information submitted for receipt and transmission through the WestFax network for WestFax Services is for lawful purposes only and that the receipt and transmission of messages or files is not in violation of any federal, state, or local laws and regulations including, without limitation, the provisions of the Telephone Consumer Protection Act of 1991 and the Junk Fax Prevention Act of 2005 which generally prohibit the sending of unsolicited facsimile advertisements. You will not encourage or participate in conduct that would amount to a criminal offense, infringe third party rights, give rise to civil liability or otherwise violate any local, state, national or other law or regulation. You agree to comply with all applicable laws, regulations, or conventions including those related to Do Not Call provisions, faxing, telemarketing, email, including email marketing, anti-spam, anti-phishing, data privacy, international communications, and export of technical or personal data. You may not use the Services to upload, post, reproduce, download or distribute, in any way, any information, software or other material protected by copyright or any other intellectual property right without first obtaining the permission of the copyright owner. You should consult with an attorney regarding these laws and regulations. You agree to indemnify and hold WestFax, its officers, employees and agents harmless for any claims, damages, costs and expenses that WestFax incurs due to defending, protecting and enforcing its rights, including, without limitation attorney's fees incurred to defend, protect and enforce its rights. This includes, without limitation, attorney's fees and costs incurred to defend an alleged violation of the above laws or regulations by Customer and/or WestFax, its officers, employees and agents. In such an event, WestFax shall be defended by attorneys of its choice and at Customer's expense.

You are fully responsible for the form and content of anything received and for your transmissions sent using the Services and agree and acknowledge that you are the creator of all content sent, and that WestFax is not the creator, author or publisher of any content and WestFax does not review or participate in any manner with respect to your form and content or rent, sell or provide data or lists of any kind. WestFax's Services are a medium for you to send and receive information of your own choosing using the WestFax Services.

WestFax prohibits the use of the Services or its Site (or any other web site) by any person or entity that encourages, promotes, provides, sells or offers to sell products or content relating to illegal or fraudulent activities (or services related to the same) including but not limited to: illegal drugs; pirated computer programs; instructions on how to assemble or otherwise make bombs, grenades or other weapons; material that exploits children, encourages violence, spam, obscenity; and similar activities. This is not a complete list, and WestFax, in its sole discretion, may determine whether your use is prohibited and its determination shall be final, binding and irrefutable for all purposes under this Agreement. WestFax will terminate your use of its Services if WestFax determines such prohibited content or use is in violation of this Agreement. Any information stored on the WestFax servers deemed

to be unlawful or a violation of this Agreement or legal and regulatory requirements may be deleted at any time by WestFax without notice. WestFax reserves the right to remove any image or other information which violates this Agreement without notice to you. Furthermore, WestFax does not assume liability for claims and causes of action concerning unsolicited faxes and unlawful emails or voice messages sent by you or others using your account, including, but not limited to, those claims and causes of action arising from the Telephone Consumer Protection Act of 1991, FCC Rules and Regulations, FTC Rules and Regulations, Junk Fax Prevention Act of 2005 and the Can-Spam Act of 2003, all as amended and updated.

WestFax reserves the right at all times to disclose any information as WestFax deems necessary or advisable to satisfy any applicable law, regulation, legal process (e.g. subpoena) or governmental request. WestFax reserves the right but is not obligated to review the content of any of your information and messages for compliance with these terms and other legal requirements upon receipt of a complaint. WestFax further reserves the right to take any other action with respect to the Services that WestFax deems necessary or advisable in its sole discretion if WestFax believes you or your information may create liability for WestFax or others, compromise or disrupt the Services for you or other Customers, or cause WestFax to lose (in whole or in part) the services of WestFax internet service providers (ISP) or other suppliers.

You agree to defend, indemnify and hold WestFax and its officers, employees and agents harmless from any and all direct, indirect or consequential claims, losses, damages, judgments, expenses and costs (including any attorney's fees and expenses) arising out of your use of the Services, your violation of the terms of this Agreement, and the receipt and transmission of any of your messages and documents using the Services, or the infringement of any trademark or copyright by you.

#### L. Limitation of Liability and Disclaimer of Warranties

The Services are provided "as is" and there are no warranties, representations or conditions of any kind, express or implied, oral or written, arising by statute, common law, the operation of law, course of dealing, dealings of trade or otherwise with respect to any other product or services, documentation or service in connection with or provided here. WestFax does not guarantee the continued availability of the Services or any assumed guarantee or state of sale, acceptable quality, permanence or appropriate application for a specific purpose. No information included in but not limited to marketing statements or materials will be considered a warranty or representation and should not be relied upon and does not obligate WestFax.

WestFax is not responsible in any way for actions, omissions, communications or difficulties outside of WestFax's control.

The aggregate or maximum liability of WestFax, whether civil offense (including negligence, tort or other civil wrong), breach of contract, violation of law (including fundamental breach or failure of an essential purpose), misrepresentation or otherwise in respect of a single occurrence or a series of occurrences, shall in no circumstances exceed the amounts paid by Customer to WestFax with respect to the Service provided in the claim. In no way shall WestFax be liable for any damages caused to the Customer or any third party even if WestFax has been advised of foreseeable possible damages.

#### M. Unsolicited Marketing



The receipt and transmission of telemarketing phone calls, unsolicited fax advertisements, emails and text messages are regulated in the United States under the Sales Rule, the Federal Telephone Consumer Protection Act, Junk Fax Prevention Act and the CAN-SPAM Act. Any violation, including unsolicited marketing in violation of such laws, through the use of Services is prohibited and a violation of this Agreement. If you are receiving telemarketing phone calls, unsolicited fax advertisements, emails and texts, and if the telephone call, fax, email or text contains a telephone number, fax number, email address or other contact information to "unsubscribe" from receipt of additional calls, faxes, emails and texts, you may contact them. These opt-out mechanisms are required to be offered to the recipient in accordance to the Junk Fax Prevention Act and other applicable federal and state laws.

#### N. Third Party Rights

This Agreement has been made solely for the benefit of WestFax and the Customer, and their particular successors and allowed assigns. Nothing in this Agreement is intended to bestow any rights/remedies under or by reason of this Agreement on any third party.

#### O. Governing Law and Jurisdiction

You agree that these Terms shall be governed by and construed in accordance with the laws of the State of Colorado and you hereby consent to the jurisdiction of such State and agree that all disputes shall be tried in Denver, Colorado. You expressly waive any right, and agree not to have any dispute under the Terms tried by a jury, except where required by law. You also agree to personal jurisdiction and venue in such courts and expressly agree not to contest jurisdiction, venue or authority of such courts.

#### P. Termination

If you have a daily, weekly, month-to-month, 30 days or "pay as you go" plan or account you may cancel the Service at any time by calling WestFax Customer Service at 800-473-6208. A customer service representative will assist you with cancelling your account in accordance with WestFax's then existing procedures. Calling WestFax and terminating your plan or account must be complied with before your termination is effective. WestFax will notify you of the effective date of termination.

WestFax shall have no responsibility to notify any third party, including any third party providers of services, merchandise or information, of any suspension, restriction or termination of your account. In such an event, WestFax shall have no obligation to maintain any messages, information or other content in your account or forward any unread or unsent message, information or other content in your account to you or any third party. Any termination of your account shall not relieve you from any amounts owing or any other liability accruing under this Agreement prior to the time that such termination becomes effective.

#### Q. Severability

If any provision or portion of the Terms contained in this Agreement shall be held invalid under any relevant laws, such invalidity shall not affect any other provision of this Agreement.

## R. Miscellaneous

This Agreement constitutes the sole Agreement between you and WestFax relating to your use of this Site, the Services and the subject matter hereof, and no representations, statements or inducements, oral or written, not contained in this Agreement shall bind either party. No waiver of any right under this Agreement by WestFax will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. WestFax reserves the right to assign, transfer or delegate any rights and/or obligations hereunder, in part or in whole, without your prior consent. You may not assign, transfer or delegate your rights or obligations stated here, in whole or in part, without WestFax's prior written consent. This Agreement shall be binding upon each party to this Agreement and to their respective successors and permitted assigns. Any action or claim against WestFax must be brought within one (1) year following the date on which the claim first arose or shall be deemed forever waived. A printed or electronic version of this Agreement and of any related notice given in written or electronic form shall be admissible in any judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## S. Notices

You may send notices to WestFax at 10465 Park Meadows Drive, Suite 200, Lone Tree, CO 80124 USA. All written replies to you shall be sent to the email address that you provide to WestFax in your Account Set Up Form. If your email address changes, it is your responsibility to notify WestFax of the update. Such communication shall be considered received one (1) business day after the email is sent.

## T. Requests for Documents and Information

In order to protect the privacy interests of its customers and to comply with state and federal law, including the Electronic Communications Privacy Act 18 U.S.C. Section 2701 et seq., ALL requests to WestFax for documents and information relating to its customers must be made in writing and include the express written consent of the customer or be made pursuant to a civil subpoena validly issued by a Colorado or federal court having jurisdiction over the matter and properly served upon WestFax.

A form of consent is accessible at: [WestFax Consent Form](#)

All subpoenas must be served on WestFax, Inc. at 10465 Park Meadows Drive, Suite 200, Lone Tree, CO 80124 prior to any response. Certified mail constitutes a method of service. WestFax reserves the right to request a copy of the complaint and any supporting documentation that demonstrates how the requested documents and information relate to the litigation. Upon receipt of a valid subpoena, WestFax may notify the customer whose documents and information is sought and allow the customer a reasonable period of time to move to quash the subpoena or otherwise respond.

The Electronic Communications Privacy Act prohibits WestFax from disclosing the content of electronic communications pursuant to a civil subpoena. To obtain such content you may wish to contact or serve the customer who has custody and control of such documents and information relating to the account.

Subject to the above, upon receipt of such a request, WestFax will conduct a search for documents and information accessible on its system that are responsive to the request. WestFax only keeps customers'

documents and information for a limited period of time. After the search is complete, WestFax will send the person requesting the documents and information the results of the search. WestFax reserves the right to send the results of the search to its customer who may then be compelled to produce them to person requesting the documents and information. To the extent any document located during the search process contains information restricted by law, exceeds the scope of the written request or is otherwise not subject to production, it will be redacted or removed.

WestFax will require a minimum \$250.00 reimbursement for the reasonable costs incurred in processing written requests and responding to subpoenas for documents and information. Checks should be made payable to WestFax, Inc. WestFax reserves the right to object to any written requests or subpoenas that are vague, overly broad or involve an undue burden. WestFax objects and exercises and retains its rights by objecting to any information it does have to provide.

#### U. Opt-Out Requests

The Junk Fax Protection Act provides that the sender of a facsimile is solely responsible for opt-out notice compliance and solely liable for any violations. A Customer may, however, voluntarily elect to retain a third party to accept opt out requests. This is an ancillary service offered by WestFax, is done automatically and is free of charge. The Junk Fax Protection Act provides that the third party need only accept and forward do-not-fax requests and is not advising, involved, responsible or liable to the Customer or any other party for such services.

#### V. Audit

WestFax has the right to disclose your email address to the owner of the website domain associated with your email address in order to monitor compliance with and enforce the Services limitations. WestFax may audit your use of the Service by giving five (5) days prior written notice of its intention to conduct such an audit at your facilities during normal business hours. If, in its sole discretion WestFax determines that you have violated the limitations on the Services, Westfax may immediately terminate or suspend your Services. You agree to pay WestFax the amount you would have been required to pay for the Services during the period of your non-compliance with the Services limitations and the cost of conducting any audit.