

1. **SERVICE:** Wireless Cell Phone and Text Messaging service is available within the range of your Wireless Cell Phone company's cell sites located in the designated coverage area, which is subject to change without notice by your Wireless Cell Phone company. Wireless Cell Phone Service is subject to transmission limitations caused by terrain, atmospheric and like conditions and availability of radio frequency channels. Tele-messaging and Telephone Answering Service may be temporarily interrupted or curtailed due to equipment modification, upgrades, relocations, repairs, and/or similar activities necessary for the proper or improved operation of the service. On a periodic basis, a routine backup and/or maintenance is performed on the Telephone Answering Service (TAS) system (for approximately 60 to 180 minutes) between the hours of 1am to 4am PST during which time service may be interrupted and calls to subscriber's number may not be answered. Subscriber agrees that Global Messaging Network, Inc., provider of the ConstantLink Service ("GMN" or "we", "us" or "our") is not required to notify subscriber and the active customer base of any foregoing interruptions, suspensions, curtailments and/or failures, and that GMN has no liability for any damage or loss resulting therefrom. Subscriber acknowledges that the Tele-messaging and Telephone Answering service are for legitimate business purposes only.
2. **SERVICE NUMBERS:** Subscriber has no property rights to any GMN number. GMN may assign, designate, or change such number when, in its' sole discretion, it is reasonably necessary in the conduct of its business to do so without liability to subscriber. Toll Free numbers are transferable to the client with a 30 day written request and a pre-paid \$50 Toll Free Transfer Porting Charge. Subscriber may not advertise any telephone number which terminates/rings into the GMN telephone answering system on television, radio, mass e-mail or electronic marketing without the prior written consent of GMN. GMN reserves the right to suspend service without notice should such event occur, and such event carries a penalty of \$500 for each day such advertising generates call traffic to the GMN system.
3. **TERM:** The term of this agreement shall commence upon service activation based on the billing start date to subscribers' Telephone Answering Service account. This month to month agreement shall be automatically renewed after the initial 90 days service term for successive periods of one month, until terminated by either party by notice to the other party given as provided in Paragraph 9. Subscriber shall give GMN thirty (30) days advance written notice, by e-mail, fax, or USPS mail, of cancellation of service. Failure to provide such notice shall result in the continuation of all charges until termination of the next full thirty (30) day period after such appropriate notice is given.
4. **PAYMENT OF CHARGES:** Subscription fees and/or monthly charges shall be paid to GMN in advance of the initial term or any successive term hereof on the 1st day of each month. Any other charges including but not limited to charges for minutes in excess of the minimum service plan selected by the client, shall be paid by subscriber immediately upon receipt of Invoice.
5. **DISCLAIMER OF WARRANTY:** GMN MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE TELE-MESSAGING, TELEPHONE ANSWERING SERVICE, WIRELESS CELL PHONE RECEPTION/COVERAGE AND TEXT MESSAGING SERVICES, INCLUDING ANY IMPLIED WARRANTY OF THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.
6. **RELEASE AND INDEMNIFICATION:** GMN shall not be liable to subscriber or any third party for any losses or damages, whether direct, consequential or incidental, whether directly or indirectly caused by performance or nonperformance of GMN or its subcontractors, agents or employees, or by malfunction of any equipment. Subscriber shall indemnify, defend and hold GMN harmless against any and all claims, actions, suits, proceedings, expenses, damages and costs (including reasonable attorney's fees), and all other liabilities arising out of or in connection with the Wireless Cell Phone, Text Messaging, Tele-messaging and Telephone Answering Service, regardless of cause.
7. **FORCE MAJEURE:** GMN shall not be liable for any interruptions in providing service hereunder caused by equipment or electrical failure, computer malfunction, strikes, riots, war, governmental acts, fire, acts of God, or any other event beyond the control of GMN, and GMN will not be required to furnish service to subscriber while any such events exist.
8. **DEFAULTS:** If subscriber fails to pay any amount hereunder on the 1st of the month, and such failure continues unremedied for a period of (ten 10) days, or if subscriber fails to perform any of its other obligations hereunder and such failure continues unremedied for a period of ten (10) days after notice thereof is given by GMN to subscriber, then GMN shall have the right to exercise any one or more of the following remedies:
  - a) terminate this agreement.
  - b) declare the entire amount remaining unpaid hereunder for the balance of the term hereof at once due and payable without notice or demand.
  - c) sue for and recover all payments then accrued or thereafter accruing with respect to the equipment and/or services.
  - d) pursue any other remedy available at law or in equity, including the suspension of service to subscriber. Subscriber agrees to pay GMN amount equal to all costs and expenses incurred to enforce any or all of the above including, but not limited to, reasonable attorney's fees incurred in enforcing its rights after a default by subscriber.
  - e) charge the entire balance due without further notice to subscriber's credit card on file.
  - f) Global Messaging Network, Inc. is authorized to charge the subscriber's credit card account for any outstanding monies owed to Global Messaging Network, Inc that are not paid by the end of each billing cycle.
9. **NOTICES:** All notices hereunder shall be in writing via e-mail or fax and deemed delivered when confirmation e-mail is sent by GMN. If sent by USPS mail, it shall be deemed delivered when personally served or when deposited in the United States mail, 1st class postage prepaid, addressed to the party for whom it is intended at such party's address as either party may designate by notice to the given in accordance with this section.
10. **ASSIGNABILITY:** This agreement may be assigned by GMN. This agreement may not be assigned by subscriber without the express prior written consent of GMN.
11. **REMEDIES AND SEVERABILITY:** All rights and remedies of GMN hereunder are cumulative and may be exercised concurrently or separately. If any provision of this agreement, or the application of any person or circumstance, shall be held invalid, the remainder of this agreement, or the application thereof to persons or circumstances other than those as to which it is held invalid, shall remain in full force and effect.
12. **GOVERNING LAW:** This agreement shall be governed by and construed in accordance with the laws of the State of California. The parties agree that any suit with respect to this agreement shall be brought in the courts of the State of California.
13. **SUBSCRIBERS MAY BE SUBJECT TO A CREDIT INQUIRY.**
14. **Other Fees and Charges (if applicable): Late Fee=\$25, Reconnection Fee=\$150, Additional Programming Fees=\$60/Hr., Message Searching after 7 days=\$60/Hr.**  
Note: The monthly service charges will be higher if usage exceeds the specified plans' usage allowance. GLOBAL MESSAGING NETWORK IS NOT A PUBLIC UTILITY OR COMMON CARRIER
15. **DATA CAPTURE:** Due to the nature of oral communications, we cannot guarantee 100% capture of correct telephone numbers, spelling of names and other data. A best effort is made on each call to capture accurate information. Phonetic spelling may sometimes be used.