



Professional Telemarketing Solutions

Call Center Solutions * Marketing Campaigns * Exclusive Leads * Data



Terms and Conditions for Predictive Dialer

By submitting the attached Order Form, the person or entity (“the Company”) named in the Order Form agrees to the following Terms and Conditions. These Terms and Conditions, together with the attached Order Form, comprise the entire agreement (“Agreement”) between the Company and Professional Telemarketing Solutions (“Professional Telemarketing Solutions”).

1. **Services provided by Professional Telemarketing Solutions.**

1.1 **Software Services.** Professional Telemarketing Solutions will provide a customer relationship management software program to the Company called PTS Mortgage Dialer. Professional Telemarketing Solutions will make continuous improvements and changes to the PTS Mortgage Dialer. The Company will receive free software updates.

1.2 **Telephony Service.** Professional Telemarketing Solutions will provide the Company access and use of the Dialers. The Dialer enables the Company to do a variety of dialing methods including Automated, Power, and Predictive dialing. Professional Telemarketing Solutions will maintain and manage the dialing servers at a secure location.

1.3 **Technical Support.** Professional Telemarketing Solutions will provide technical support to any of the Company’s employees. Technical support hours are available from 9:00 AM to 5:00 PM EST Monday through Friday.

2. **Company Responsibilities and Requirements**

2.1 **Types of Computers.** PTS Mortgage Dialer software is designed to work on Microsoft Windows 2000, XP, and Vista Operating systems. Computers should have a minimum of 512 Meg RAM, 1 Gighz CPU, and 20 Gig Hard drive.

2.2 **Telephone Lines.** The Company will need to provide one single telephone line to use for each connection to the Dialer. The telephone service can be work, home or cell phone. The Company will use the telephone line to call into our Dialer. Once the Company has called into the Dialer, they will have access to the Dialer multiple phone lines. If using our VOIP version of our dialer, no analog phone lines will be required.

2.3 **High Speed Internet Service.** The Company will need to provide high-speed Internet service (DSL, Cable, or T1) to each computer using the PTS Mortgage Dialer.

2.5 **Caller ID.** The Company will need to provide a toll free 800 number or other valid telephone number to be used as caller id when using the Dialer. This caller id will be displayed while the user is making calls with Dialer.

2.6 **Telemarketing Regulations.** The Company assumes all liability & responsibility for operating our Products according to any federal, state, or local laws pertaining to the use of Automatic, Power, or Predictive Dialers. The Company is aware that limitations may include commercial solicitations and/or delivering pre-recorded telephonic messages to homes and businesses without the prior express consent of

the called party. A violation of any such laws may result in significant penalties and other sanctions. Any Company intending to use this product for solicitation purposes (direct marketing, telemarketing, etc.) should consult with their own counsel, prior to using these services, to determine the extent of permissible solicitation activities. Company agrees to use this product in accordance with all legal requirements. Professional Telemarketing Solutions will not be responsible for any illegal use of its services. Company will INDEMNIFY, DEFEND, AND HOLD Professional Telemarketing Solutions harmless from and against any liabilities, claims, complaints, cost (including attorney fees) and expenses arising out of the Company's use of the system or software. In addition, Company is responsible for all insurance, tax, and license requirements. Company will hold Professional Telemarketing Solutions harmless from any litigation or claims against Company for any reason whatsoever.

3. **Fees**

3.1 **Monthly Service.** Professional Telemarketing Solutions will charge the Company applicable monthly service fees based upon the attached completed Order Form. By completing the information on the Order Form, the Company authorizes such fees to be charged to the Company's credit card. Requested changes to the Order Form will be subject to approval by Professional Telemarketing Solutions. Changes to the Order Form may result in an increase or decrease in fees.

3.2 **Payment Method.** As set forth in the Order Form, Professional Telemarketing Solutions will charge the Company the monthly service fee via the method set forth in the Order Form. Monthly service fees are due in advance. In order to provide continuous use of our services, Professional Telemarketing Solutions will automatically charge the Company the monthly service fee on the Company anniversary start date. If for any reason, Professional Telemarketing Solutions is unable to process the payment, Professional Telemarketing Solutions will provide notice to the Company and, if not cured within five (5) days, may, in addition to any other available remedies for breach, suspend the services and use of software to the Company until the payment has been made. Refunds will not be issued for monthly service fees.

3.4 **Fees Subject To Change.** The Fees set forth in the attached Order Form are subject to change. All Order Forms will be honored at the contract price for the term of the Agreement subject to any revised (increased) fees resulting from approved changes to the Order Form and/or profile requested by the Company. However, any Order Form renewals will automatically be at the new rates. Professional Telemarketing Solutions will notify the Company of any applicable rate changes at least sixty (30) days prior to the renewal date.

3.5 **Nonpayment.** In the event of non-payment, Professional Telemarketing Solutions reserves the right to suspend or terminate the account until such charges are paid. It may also charge interest on balances unpaid for more than thirty (30) days, in which case interest charges will accrue from the last day of the statement period with respect to any unpaid invoice. If non-payment is not cured within thirty (30) days of notice of non-payment, Professional Telemarketing Solutions may terminate this Agreement for material breach.

3.6 **Cancellation of Service.** In the event you decide to cancel your Month to Month Predictive Dialer lease, you must contact us in writing at least 5 days prior to the start of your next months automatic renewal. This is the date you started service, so if you started service on the 15th of the month, you must contact us by the 10th to notify us of your intentions.

4. **Term** The Term of this Agreement is for the number of months specified in the Order Form. If a number of months are not specified, the term of this Agreement is on a month-to-month basis.

5. **Indemnification** The Company agrees to pay any damages or expenses incurred by Professional Telemarketing Solutions including attorneys' fees and expenses, resulting from claims brought by other parties regarding the use of Professional Telemarketing Solutions services or as a result of a breach of these Terms and Conditions. This provision shall survive the Term of this Agreement.

6. **Limitation of Liability** IN NO EVENT WILL Professional Telemarketing Solutions OR ITS AGENTS BE LIABLE FOR ANY DAMAGES CAUSED BY USE OF OUR SERVICES, TRANSMISSION, COMMUNICATIONS, OR COMPUTER SYSTEM FAILURE. IN NO EVENT WILL Professional Telemarketing Solutions OR ITS AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR DATA OR THE COST OF OTHER SERVICES.

7. **Miscellaneous** The Company and Professional Telemarketing Solutions are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement. These Terms and Conditions shall be governed and interpreted according to the laws of the State of South Carolina . If any provision of this Agreement shall be declared void or unenforceable by any judicial or administrative authority, the validity of any other provisions and of the entire Agreement shall not be affected thereby. The Terms and Conditions of this Agreement may not be amended without the affirmative prior written consent of both parties. No waiver of any default in performance of this Agreement by either party, or waiver of any breach or a series of breaches of any of the terms, covenants or conditions of this Agreement shall constitute a waiver of any subsequent breach or a wavier of such terms, covenants or conditions. Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement. These Terms and Conditions and the Order Form describe the entire Agreement between Professional Telemarketing Solutions and the Company and supersede any other verbal or written agreements regarding the subject matter of this Agreement. This Agreement shall survive any change in the ownership of the Company.

Signed by: _____

Print Name: _____

Company Name: _____

Date: _____

Please Fax Completed Form along with signed Order Form to: (888) 860-4334... Thank you.