

BROADCAST SERVICE AGREEMENT

E&R Resources (Big Action Media)

8468 SVL Box

Victorville, CA 92395

Phone: 973-423-5021 | Fax: 760-281-5974

E&R Resources (Big Action Media). ("Broadcaster") is authorized to distribute calls on behalf of:

Client : _____

Address : _____

City : _____ **State :** _____ **Zip :** _____

Telephone: _____

Fax: _____

*Calls will be made to phone numbers decided upon by client
at a Rate of \$ _____ Dollar(s), for every Transferred Call.
(For a initial investment of \$ _____ dollars, included with this
agreement)*

**Client may verbally request additional calls subject to the
same Rate and Conditions.**

CONDITIONS:

Broadcaster, its affiliates, distributors and their respective officers, directors, agents, employees, suppliers and shareholders (collectively, the "Broadcaster Entities") shall not be liable and are not responsible for any loss or damage Client suffers, or any party claiming through or under Client, as a result of, or related to, the use of the service including, but not limited to: any indirect, incidental, special, punitive or consequential damages, resulting from or relating in any way to the use of the service even if the Broadcaster Entities have been advised of the possibility of such damages. You agree to indemnify and hold Broadcaster Entities harmless from any and all claims, losses, damages, judgments, expenses and costs (including any attorney's fees and expenses) arising out of the use of the service or the infringement of any trademark or copyright. Broadcaster Entities make no express or implied representations or warranties about its service and disclaims any implied warranties, including, but not limited to, warranties of title, implied warranties of merchantability, fitness for a particular purpose, legal compliance, or non-infringement. Broadcaster Entities do not authorize anyone to make any warranties on the company's behalf and you may not rely on any statement of warranty as a warranty by Broadcaster Entities. Client will not utilize the service in a manner which results in violation of any law, rule or regulation. Client bears full responsibility for compliance with all state and federal laws regarding the content of their message(s). Client certifies message(s) used will be in compliance with 47 U.S.C. § 227 or certifies exemption from its requirements. Client acknowledges that Broadcaster is a common carrier as defined in 47 U.S.C. § 153 hired to distribute messages on

behalf of Client. Client understands the Telemarketing Sales Rules ("TSR") as provided by the Federal Trade Commission ("FTC"). Client certifies message(s) used and Caller ID displayed will comply with all legal requirements. Client ensures compliance with the FTC's identification requirements and agrees to maintain a Do-Not-Call policy as required by law. Client certifies message(s) used will not result in, or intended to result in the sale or lease of goods or services to any California consumer in violation of California Civil Code §1770. Client acknowledges that broadcaster has no obligation to screen, preview, or monitor content of message(s). Broadcaster retains the right to display scripts and recordings used to other prospective Clients. Client understands example messages displayed are not for actual use, Clients selecting an example message for actual use do so at their own risk, on their own initiative and are responsible for compliance with all applicable laws. Broadcaster may disclose to a third party any information it deems necessary to satisfy any applicable law, regulation, legal process, governmental request, or in connection with any investigation or complaint regarding Client's use of the Service. Client agrees to be responsible for all activities and transactions that occur under Client's online account number(s) and passcode(s). In the event of a default, Client agrees to pay all reasonable collection and/or attorney fees. Broadcaster is authorized to debit Client's bank account via check draft or Electronic Funds Transfer ("EFT") for any unpaid balance. The individual signing this agreement personally guarantees all payments made, and debts incurred under this agreement. Broadcaster is authorized to process any check payments as an EFT. Broadcaster entities shall be held harmless in the event calls cannot be effected for any reason. Service is provided on a "as is" and "as available" basis. Broadcaster reserves the right to cancel any scheduled campaign at any time. Should a scheduled campaign be canceled for any reason by Broadcaster the limit of liability is the refund of the percentage of any remaining unearned revenue for that particular campaign. Should a scheduled campaign be canceled by Client, the refund will be at most 50% of the remaining unearned revenue for that particular campaign. Clients who manually disable their broadcast or show no activity for over fifteen (15) days without prior written approval from Broadcaster are subject to immediate cancellation with no refund. Client agrees to appropriately inform their staff and all incoming callers that calls may be recorded or monitored. Client agrees the total liability under ANY circumstances of Broadcaster Entities hereunder shall not exceed \$1,000 (One Thousand Dollars) or the amount actually paid by the Client under this agreement, whichever is less. Any controversy or claim arising out of or relating to this agreement shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The place of arbitration shall be San Bernardino County, California and shall be governed in all respects by the laws of the State of California without regard to its conflict of law provisions. Should any part of this Agreement be declared invalid, the remaining portions shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated. Failure of Broadcaster to exercise any right under this agreement shall not constitute a waiver of such right. This Agreement is the final, complete, entire, and exclusive agreement between Broadcaster and Client with respect to the subject matter hereof, and supersedes any prior communications, oral or written, with respect to the subject matter hereof. No modification of, or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by both parties.

Client Name: _____

Authorized Signature: _____ **Date:** _____