

Creative Innovations Marketing, Ltd.

General Policies and Procedures

- 1. Legal Age:** I certify that I am of legal age in the state in which I reside to enter into this agreement.
- 2. Payments:** I hereby authorize Creative Innovations Marketing, Ltd., herein referred to as CIM, to initiate a debits to my account from the financial institution listed on my application and/or check-by-fax authorization form. I agree that my signature below authorizes this debit and is a binding agreement. I understand that if any debit is dishonored, whether intentionally or inadvertently, CIM shall be under no liability. In addition, a \$25 fee will be added for each dishonored debit.
- 3. Refund Policy:** I understand that due to the fact that CIM's products are easily copied, no returns or exchanges will be accepted except in the cases of defective merchandise, in which event, CIM will replace the defective merchandise at CIM's expense. All sales are final.
- 4. Guarantees:** CIM will replace non-connectable fax data at a rate of 3 new fax numbers for every 1 non-connectable fax number. Industry standard is 3 attempts on any given number to be considered non-connectable. Forward your send log or fax transmission report reflecting the attempts to connect and we will be happy to replace them. CIM makes no guarantee of response rates.
- 5. Disclaimers:** I understand that CIM will provide phone numbers (toll-free and direct dial) and an email address to use on my fax disclaimer for individuals to request to be removed from a fax database. I agree to use these phone numbers and/or email address when I am using any database that I have received from CIM.
- 6. Training And Support Materials:** I understand that ALL training and support materials are provided for the benefit of CIM Subscribers, and therefore, may not be distributed with prior written consent of CIM.
- 7. Re-Distribution Of Fax Leads:** I understand and agree that I have the right to solicit my fax leads with any offer I choose within legal and ethical boundaries. However, under no circumstances am I permitted to resell or re-distribute my fax leads, in part or whole, for the purpose of financial gain, marketing, promotion, or otherwise.
- 8. Long Distance:** I understand that although CIM may support, endorse or recommend a long distance carrier, CIM is in no way responsible for any actions made by a long distance carrier. All communication and/or correspondence is to be made between the customer and the long distance carrier. In some cases, CIM will intervene on behalf of the customer, but makes no guarantees of any outcome.
- 9. Change Of Address/Contact Information:** I understand that I am responsible for notifying CIM in writing of changes to my current mailing address and/or contact information, to ensure that I receive, updates and other important information in a timely manner.
- 10. Sending Correspondence To CIM:** As a Member, I am not obligated to send any correspondence via certified, return receipt mail. Therefore, I agree to release and hold CIM harmless from and against all liability whatsoever which may result from delays in CIM's receipt of "time-sensitive" correspondence. I understand that actual date of receipt by CIM and not postmark date, will determine the effective date of "time-sensitive" correspondence, and that my only recourse to dispute actual date of delivery is to immediately fax or mail a copy of the green "Return Receipt" card to CIM.
- 11. Responsible Faxing:** I understand that I am expected to conduct faxing in a responsible manner. Although, there may be no steadfast CIM rules for faxing, I will conduct my faxing business utilizing professional courtesy and common sense. For example, your list may contain fax numbers that go into private homes where faxing during the middle of the night (12am-7am) would be inappropriate. I understand that CIM will give a warning the first time this happens and that additional inappropriate faxing may result in the loss of membership.
- 12. Fax Lists:** I understand that Creative Innovations Marketing, Ltd. constantly strives to provide customers with the best fax data possible. I also understand that CIM cannot guarantee the accuracy of the information and that no list is 100% accurate. It's simply impossible with the changes in today's busy world. I understand that CIM's information is updated continuously from new directories. I understand that due to the fact that fax lists can be easily copied that CIM does not accept returns or exchanges except in the cases of defective disks, in which, Creative Innovations Marketing, Ltd. will re-ship or replace the fax data at their cost. I understand that all sales are final.
- 13. Full Service Broadcasting:** I understand that advertisements will appeal to various people and that CIM can make no guarantees of response rate based on individual advertisements. I also understand that all sales are final.
- 14.** The services may only be used for lawful purposes. Customer is expressly prohibited from using the services to transmit any unlawful, harmful, threatening, abusive, libelous, vulgar, obscene, profane, hateful, or otherwise objectionable information of any kind, including, but not limited to, encouraging conduct that would constitute a criminal offense, infringe third party rights, give rise to civil liability or otherwise violate any local, state, national or other law. User may not use the services to post, reproduce 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 such right holder.
- 15.** Customer shall defend, indemnify and hold harmless CIM, its officers, directors, employees and agents from any claims and expenses, including reasonable attorney's fees, related to any breach of this agreement, use of client's account or in connection with the placement or transmission of any message, information, software or other content using the services. CIM shall give written notice of any such claim, action or demand within a reasonable time. CIM shall be defended by attorneys of their choice at customer's expense.
- 16. Misrepresentation:** I understand that CIM makes no claim, representation, or guarantee of income. I acknowledge that my success is solely dependent upon my own abilities and efforts. Furthermore, I will make no representations to the contrary to any prospective members/subscribers.

Creative Innovations Marketing, Ltd.

Policies & Procedures for CIMple Solutions Lead Club Subscribers

1. Policies & Procedures: I understand that the CIMple Solutions Lead Club Policies and Procedures are an amendment for CIMple Solutions Lead Club subscribers and are in addition to the CIM General Policies and Procedures.

2. Payments/Drafts by Check- by-Fax or Credit Card: I hereby authorize Creative Innovations Marketing, Ltd., herein referred to as CIM, to initiate monthly debits to my account from the financial institution listed on my application and/or check-by-fax authorization form. I agree that my signature on my application authorizes this debit and is a binding agreement. I understand that if any debit is dishonored, whether intentionally or inadvertently, CIM shall be under no liability. In addition, a \$20 fee will be added for each dishonored debit. I realize that my first debit will begin no earlier than 30 days from the date after CIM has processed my application or 10 days following my anniversary date of my membership term, (applications received on the 1st through 15th, will be drafted monthly on the 15th and applications received on the 16th through the last day of the month, will be drafted monthly on the 30th) and will continue each month until CIM receives written notification, via Certified, Return Receipt Mail, of my intent to cancel my subscription. I understand that CIM must receive my cancellation, without exception, by the 25th day prior to the month I wish to cancel. Should the 25th fall on a weekend or holiday, the deadline for cancellation will be the previous business day. If I fail to cancel this authorization by the aforementioned deadline, I am then obligated to continue my subscription for another month, and CIM, may debit my account as stipulated, and as authorized by my signature on my CIMple Solutions Lead Club application.

3. Cancellation Of Subscription: I understand that as a CIMple Solutions Lead Club Subscriber, I may cancel my membership without penalty or obligation within three (3) business days from the date of this application. In such event, all payments made by me under this agreement, will be returned within ten (10) business days following receipt of my written notice to rescind, and this transaction will be cancelled. After the initial month, I may give notice to cancel my membership at any time. Any prepayments which may apply, will be refunded to Member within ten (10) business days following receipt of cancellation. ALL CANCELLATIONS MUST BE RECEIVED VIA CERTIFIED RETURN RECEIPT MAIL, AND PROOF OF DELIVERY MUST BE NO LATER THAN THE 25TH OF THE MONTH PRIOR TO THE EFFECTIVE CANCELLATION MONTH. Should the 25th fall on a weekend or holiday, the deadline for cancellations will be the previous business day. I understand that no exceptions to this deadline will be honored by CIM, Ltd. under any circumstances.

4. Effective Date Of Subscription & Draft Schedule: I understand that the effective date of my subscription begins on the (1st) day after CIM has received my application and that my monthly draft will begin no earlier than 30 days from the date of my application. Monthly drafts will commence no earlier than 10 days following my anniversary date of my membership term. Applications received on the 1st through 15th, will be drafted monthly on the 15th and applications received on the 16th through the last day of the month, will be drafted monthly on the 30th.

5. Lead Allocation Schedule: I understand that CIM distributes fax leads on the 10th and the 25th of the each month. Fax Leads will be distributed on the 25th of the month for Subscriber's whose application is received on the 1st through 15th. Fax Leads will be distributed on the 10th of the following month for Subscriber's whose application is received on the 16th through the last day of the month.