

FAXXBOCHS SERVICE LEVEL AGREEMENT (DIST)

Sales Order/ Quote Number #:	
Master FaxxBochs Serial #:	

1. CUSTOMER/COMPANY INFORMATION

Company: _____ Corporation LLC Partnership DBA
Name: _____ Marine Unit Land Unit
Phone: _____ Fax: _____ Mobile: _____
Email: _____
Address: _____
City: _____ State: _____ Zip/Postal: _____ Country: _____

2. SHIPPING INSTRUCTIONS (DO NOT USE P.O. BOX) Residence Commercial

Attention: _____ Phone: _____
Address: _____
City: _____ State: _____ Zip/Postal _____ Country: _____

3. BILLING & CREDIT INFORMATION ***REQUIRED INFORMATION***

Purchase Order #: _____
Credit Card Payment: AMEX MasterCard Visa Discover
Credit Card Number: _____ Exp.Date: _____ Security Code*: _____
Card Holder Name: _____
Billing Address: _____
City: _____ State: _____ Zip/Postal: _____ Country: _____

***REQUIRED.** ALL MASTER/VISA/DISCOVER CARDS HAVE A 3-DIGIT CODE IMPRINTED ON THE BACK OF THE CARD ALONG THE SIGNATURE STRIP. AMEX CARDS HAVE A FOUR 4 DIGIT NUMBER IMPRINTED ABOVE THE LAST NUMBER ON THE CARDS FRONT. IMPORTANT NOTE: ROCKBOCHS, INC. DOES NOT ACCEPT THIRD PARTY CREDIT CARDS. BILLING AND PAYMENT IN US DOLLARS.

Purchaser has reviewed and agrees to be bound by the terms of this Agreement and the Additional Terms and Conditions and attached hereto and incorporated by this reference. A written request for decommissioning of the FaxxBochs unit and service (termination of agreement) must be received thirty days prior to the end of the contract period or the service agreement will be renewed automatically and billed to your account. Purchaser acknowledges that a consumer report containing credit information may be referred to in connection to this agreement.

Subscriber/Purchaser Signature

Date

4. FAXXBOCHS SERVICE PLANS: Please select a plan option below

The FaxxBochs standard service plan offers “unlimited use.” The user is assigned to a 12 month contract minimum. The contract is automatically renewed on a yearly basis unless the user notifies RockBochs, Inc. in writing requesting decommission (termination) of the FaxxBochs service.

SCHEDULE A – MONTHLY SERVICE PRICING - (UNITED STATES DOLLARS)

FaxxBochs®

(Service usage is based on “unlimited” monthly facsimile transmissions)

Retail

- Model: FBT – 01 (1 port) \$ 30.00 plus taxes (if applicable) /month
- Model: FBT – 02 (2 port) \$ 60.00 plus taxes/month (if applicable) /month
- Model: FBT – 03 (3 port) \$ 90.00 plus taxes/month (if applicable) /month
- Model: FBT – 04 (4 port) \$ 120.00 plus taxes/month (if applicable) /month

SCHEDULE B – DID INFORMATION

Local DID or Toll-Free DID

If Local, Specify Area Code: _____

LNP Request (Number Port) \$25.00

DID to be ported: _____

LOA will be sent by RockBochs, Inc. once confirmed

ALL DOCUMENTS PERTAINING TO REGISTRATION MUST BE COMPLETED PRIOR TO ACTIVATION.

1. FaxxBochs Service Level Agreement

NOTE: FaxxBochs hardware will NOT be shipped until this form is completed and returned to RockBochs, inc.

This is our agreement with you, our customer, if you have any questions, please contact your RockBochs, Inc. representative or our customer service department at 1-218-727-4332, email at: chad@rockbochs.com.

Agreement. These Additional Terms and Conditions of Service (“Terms”) apply to all Services provided to you by FaxxBochs. The Terms, the rates we agree to provide you (“Rates”) and any applicable federal and jurisdiction law and applicable tariff (collectively, “Applicable Laws”) are the agreement between you and us for Service (“Agreement”). Customer agrees as a subscriber of the service for a period of **one year (12 months)** from the date of service activation, and furthermore, agrees to pay the monthly service usage fees and any applicable taxes thereon. If there is a conflict, Applicable Laws control over the Terms.

Taxes. If Purchaser is required to pay for Equipment as provided herein, Purchaser shall be responsible for and pay all license fees (including export licenses, fees and taxes), sales, use, service use, occupation, retailer’s occupation, personal property and excise taxes and all other fees, assessments or taxes which may be assessed or levied by any national, jurisdiction or local government and any departments and subdivision thereof that FaxxBochs may be required to pay or collect with respect to the sale, purchase, delivery, storage, processing, use or consumption of any Equipment covered herein (collectively, “Taxes”). If any Taxes are determined to be applicable to this purchase, the amount of such Taxes shall be added to the purchase price, or Purchaser may provide an executed resale exemption certificate as required by the taxing authorities having jurisdiction with respect thereto to establish Purchaser’s exempt status with respect to such Taxes as a reseller of Equipment.

Service Rules. Service and Equipment may not be used for any unlawful, fraudulent or abusive purpose, and by requesting Service, you agree that you will use Service and Equipment as required by all Applicable Laws. You also agree that you will not use or permit the use of Service or Equipment for foul or profane expressions or to impersonate another person with fraudulent or malicious intent or in such a way as to annoy, abuse, threaten or harass any person. Additionally, you may not use the Service or Equipment for the purposes of fax broadcasting, fax blasting, send bulk unsolicited facsimiles, use robots, data mining techniques, or other automated devices or programs to catalog, download, store, or otherwise reproduce or distribute information from our service or use any automated means to manipulate our service. For your own safety, and to protect the integrity of the FaxxBochs product, you may not resell your service or allow any alteration of the electronic serial numbers or other parts of your FaxxBochs device. In addition, you must agree to follow all service regulations issued or adopted by RockBochs, Inc. Service is only available in the continental US and Canada. International inbound and outbound faxing is not supported.

Telephone Number(s). You have been assigned a phone number(s), however you do not own this number. FaxxBochs may in the future be required to change your number. We will not be liable for this change but will notify you of it in advance.

Loss or Theft. If the FaxxBochs device is lost or stolen, you must notify us immediately at the phone numbers provided herein. You are responsible for all charges for Service provided to the lost or stolen Equipment before you notify us of the loss or theft. We may require that you provide evidence of the loss or theft (e.g., a police report or affidavit). You must notify us if you suspect your Equipment is being used in any unlawful or fraudulent manner. You are responsible for all charges for Service provided to the Equipment before you notify us of the suspected unlawful or fraudulent use. We will deactivate Service to upon notification of any loss, theft or suspected unlawful or fraudulent use. We can deactivate Service to the Equipment without prior notice if we suspect any unlawful or fraudulent use of the Equipment. You agree to reasonably cooperate with us in investigating suspected unlawful or fraudulent use.

Paying Your Bill. Your invoice will include charges for: monthly service usage fee and any applicable taxes. Your invoice will be billed to your credit card "monthly." Where prior credit arrangements have been established, payment is due upon receipt of the invoice. Late payment service charges of 1.5% interest per month will be applied on unpaid balances. Payment will be applied first against service charges. FaxxBochs reserves the right to change rates within 30 days written notice. Other miscellaneous features or directory charges may change over the course of your contract. At the end of your term your service will be renewed on a yearly basis, and if at this time your rate plan is no longer available, FaxxBochs will provide you with an alternative rate plan.

Deposit. If your credit rating or usage charges warrant, FaxxBochs may require either a refundable deposit or pre-authorization on your credit card. This deposit or preauthorization may be used to pay any account balance in arrears.

Limitations of Liability. Except for physical injuries, death or damage to property cause by our negligence, FaxxBochs is not liable for: Any damages, loss of profits, loss of property, loss of earnings, loss of business opportunities, personal injury, death or any other loss however caused, resulting directly or indirectly in connection with this Agreement or your use of the Service. This limitation applies to acts or omissions of FaxxBochs, its employees, agents and persons for whom it is legally responsible, whether negligent or otherwise; This limitation does not apply to the disclosure of customer confidential information.

Confidentiality. With the exception of your name and address, all information you've shared with us is considered confidential and will not be released by FaxxBochs to anyone other than yourself or: Another telecommunications service provider, on a confidential basis, and provided the information is to be used solely to offer efficient and effective telecommunications services; An agency regarding collections and credit performance or other administrative functions, provided the information is released solely for such purposes; A law enforcement agency whenever FaxxBochs has reasonable grounds for believing that you have knowingly supplied FaxxBochs with false or misleading information or that you are involved in unlawful activities directed against RockBochs, Inc.

Terminating Your Agreement. If you choose to terminate your service prior to the expiration of this agreement, you will pay an early termination charge of no more than \$99. Notice of termination should be made in writing to RockBochs, Inc., mail to 231 East First Street, Duluth, Minnesota 55802, USA, faxed to 1-866-716-0229, or e-mailed to chad@rockbochs.com no less than thirty (30) days prior to terminating your service. If a written request for decommissioning of the FaxxBochs device (termination of agreement) is not received by RockBochs 30 days prior to the end of the contract period, your service agreement will be renewed automatically and billed to your account. RockBochs, Inc. may interrupt or cancel your service any time if you violate any term of this agreement. You will be responsible for all charges outstanding on the date of termination.

Consent. RockBochs may share your customer file with its agents, dealers or related companies in order to promote or market new products and service to you. If you do not wish to be contacted, please notify RockBochs, Inc. 231 East First Street, Duluth, Minnesota 55802.

Complete Agreement. I accept that this agreement cannot be modified by any sales representative, agent or RockBochs employee. I understand that this agreement is not transferable without the written consent of RockBochs, Inc.

Subscriber name/Please print: _____

Subscriber Signature: _____

Date: _____