

FAX MICHIGAN USER AGREEMENT / TERMS AND CONDITIONS

This Agreement is between Fax Michigan and the user ("you" or "customer") of Fax Michigan services ("service"). This Agreement governs all services. By ordering the service, you acknowledge that you have read, understand and agree to the terms of this Agreement, and you represent that you are of legal age to enter into this Agreement and become bound by its terms. Fax Michigan may change the terms of the Agreement from time to time.

1. SERVICE

a. Term

Service is offered on a month-to-month basis (monthly term commitment with automatic renewal). Billing will begin on either the 1st or the 15th of the month following service activation and will continue until cancellation is requested by you. Cancellation will become effective on your next billing date (either the 1st or the 15th of the month following your cancellation request). If you choose to prepay for the services for 12 months at a discounted rate, a 12 month term commitment applies.

b. Proper Use of Service

You agree to use the service only for lawful purposes. Fax Michigan reserves the right to terminate your service for cause immediately and without notice if: 1) you use the service for illegal activities or in a manner which violates any laws, 2) you attempt to hack, disrupt, or misuse the service or network, or 3) you breach any provision of this Agreement. Upon termination of service for cause, you will be responsible for all charges through the end of the current term and will not be entitled to a refund of any prepaid charges.

2. BILLING / PAYMENTS / CREDIT CARD INFORMATION

a. Billing

Service charges are billed in advance. You must give Fax Michigan a valid credit card number when the service is ordered. If the card expires, or your billing address changes, or the card is cancelled and replaced, you must advise Fax Michigan at once via email at: support@faxmichigan.com.

b. Billing Disputes

You must notify Fax Michigan via email within 7 days after receiving your credit card statement if you dispute any Fax Michigan charges on that statement.

c. Payment

Fax Michigan only accepts payments by credit card. Your ordering of the service authorizes Fax Michigan to charge the credit card account number on file for service charges, billed in advance on a recurring basis, until notice of cancellation of service is received. Fax Michigan may terminate your service at any time, in its sole discretion, if any charge to your credit card is declined or in case of any other non-payment of charges. Termination of service for declined card or non-payment leaves you fully liable to Fax Michigan for all charges accrued before termination and for charges incurred by Fax Michigan owing to your non-payment, such as (but not limited to) collection costs.

d. Termination / Discontinuance of Service

Fax Michigan reserves the right to discontinue providing the service, or to terminate your service, at any time in its sole discretion without cause. If Fax Michigan discontinues providing the service, you will only be responsible for charges accrued through the date of termination.

e. Taxes

Any applicable taxes, fees or charges imposed on Fax Michigan as a result of providing the service will be billed to your account. If you are exempt from payment of such taxes, you must provide Fax Michigan with a copy of a government issued certificate attesting to tax-exempt status. Michigan sales tax does not currently apply to the service.

f. Credit Card Information

Although our billing database is designed to securely store all billing information using state of the art network security technology, you are advised that you are using the credit card billing system at your own risk.

3. OWNERSHIP / TRANSFER OF NUMBERS

If you transfer your existing fax number to Fax Michigan, you will retain ownership of your number and will be allowed to transfer it to another carrier upon expiration of your term commitment with proper notice of cancellation. If you cancel service without transferring your fax number to another carrier, you agree and understand that your terminated Fax Michigan fax number may be re-assigned to another user immediately without notice. In addition, you agree that you will not hold Fax Michigan liable for any costs or damages on fax number re-assignment. If your current carrier refuses to release your existing fax number to Fax Michigan, we will give you the option of ordering a new number or you may cancel your order.

4. LIMITATIONS

a. Limitation of Liability

Fax Michigan shall not be liable for any failure to provide the service or any degradation of fax transmission quality that is caused by any of the following:

- 1.) act or omission of an underlying carrier or third party;
- 2.) equipment, software, or network failure or upgrade;
- 3.) facility relocation or power loss;
- 4.) force majeure events such as (but not limited to) acts of god, strikes, fire, war, or riot;
- 5.) any other cause that is beyond Fax Michigan's control, including without limitation the failure of a call to be connected or completed.

Fax Michigan's liability for any failure or mistake shall in no event exceed service charges for the affected time period.

In any actions arising from the alleged breach of this agreement, Fax Michigan shall not be liable for special, incidental, consequential or punitive damages of any nature, for any reason, including without limitation the breach of this Agreement or any termination of this Agreement. You assume total responsibility and risk for your use of the service. All services provided by Fax Michigan are provided "as is", and Fax Michigan does not warrant that the service will be uninterrupted or error-free.

In order to protect our customers' privacy and avoid security concerns, we do not retain any of our customers' faxes in our system on a long term basis. Once the faxes are delivered to our customers, they are automatically removed from the system after a certain length of time has passed.

You are responsible for notifying us of any changes in your email address by emailing us at: support@faxmichigan.com. We may continue to use your previous email address unless and until we have received your notice of email address change.

b. Indemnification

Customer agrees to defend, indemnify, and hold Fax Michigan, its officers, directors, employees, shareholders, affiliates and agents, and any other supplier or service provider who furnishes services to customer in connection with this Agreement or the service, harmless from and against all losses, expenses, costs, damages and claims. This paragraph shall survive termination of this agreement.

c. No Warranties on Service

Fax Michigan makes no warranties, express or implied, including but not limited to, any implied warranties of merchantability or fitness of the service for a particular purpose. Neither Fax Michigan nor its vendors will be liable for unauthorized access to Fax Michigan's transmission facilities or premises equipment or for unauthorized access to, or alteration, theft or destruction of, customer's data files or information through accident, fraudulent means or devices or any other method, regardless of whether such damage occurs as a result of Fax Michigan's or its vendors' negligence. Statements and descriptions concerning the service, if any, by Fax Michigan or its' agents are informational and are not given as a warranty of any kind. Fax Michigan cannot and does not guarantee or warrant that the files or email attachments available for downloading will be free of infection, viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for installing sufficient software, procedures, checkpoints and/or firewalls to satisfy your particular requirements for the prevention of computer infection.

5. RESOLUTION OF DISPUTES

a. Mandatory Arbitration

Any dispute or claim between customer and Fax Michigan arising out of or relating to the service provided in connection with this Agreement shall be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in Oakland County, Michigan in accordance with commercial arbitration rules. The arbitrator shall have no authority to award punitive damages. Customer acknowledges that this arbitration provision constitutes a waiver of any right to a jury trial or participation in a class action.

6. PRIVACY AND NOTICES

a. Privacy

Fax Michigan may utilize, in whole or in part, the public Internet and third party networks to transmit data and fax communications. Fax Michigan is not liable for any lack of privacy which may be experienced with regard to the service. Please refer to our Privacy Policy at www.faxmichigan.com for additional information.

b. Notices

Notices to customer shall be sent to the email address on file at Fax Michigan and will be considered given on the date sent. Should you have any questions concerning this Agreement, or if you desire to contact Fax Michigan for any reason, please contact: support@faxmichigan.com.

Dated July 11, 2020