



GLOBAL INTELLISYSTEMS
AGREEMENT FOR SERVICES

IMPORTANT - PLEASE READ AND INITIAL

We do not allow the following type of accounts on this service:

Third Party Mailers
Free money schemes
Get rich quick scams (of any kind)
Envelope-stuffing schemes
Chain, or pyramid schemes
Pornographic marketers of any kind
Companies mail to "purchased email addresses"
Anti-government, or other radical company

Multi Level Marketers
Easy money/or never-repay schemes,
Work at home opportunities
Network marketing
Companies who spammed in the past
Companies that do not use their domain name
Individuals or companies promoting terrorism

We investigate all new accounts, including their owners/officers due to spammer-in-disguise problems we have run into over the years (see below.)

Please initial below indicating you are not one of the above companies.

_____ ← **PLEASE INITIAL HERE**
Initials

Please note:

If you a spammer-in-disguise, please save both of us time and use a competitor of ours.
We are a professional firm that works only with professionals.

GLOBAL INTELLISYSTEMS SERVICE AGREEMENT

Parties

This agreement is by and between Global Intellisystems, LLC, a Delaware Limited Liability Company at 5257 Buckeystown Pike, Suite 150, Frederick, MD 21704 - (800) 707-7074 FAX (202) 379-9733 and "COMPANY" (Please **PRINT** your company information below)

COMPANY NAME: _____ "COMPANY"

STREET ADDRESS: _____

CITY/STATE/ZIP: _____

STATE OF INCORPORATION: _____ YEAR FORMED: _____

DUNS NUMBER: _____ FEDERAL TAX ID: _____

Non-printed agreements will be returned.

Effective Date

The effective start date of this service agreement is _____. This agreement will renew automatically on the 1st of each month. This agreement may be cancelled anytime with a 30 day written notice to our address listed above.

Services Provided

You will have access to our online e-messaging and e-surveying system via the World Wide Web. You and any of your users may upload content, upload mailing lists, perform mailings, take online surveys, track HTML opens and click-thru's, view bounce reports, campaign reports, and set-up automatic response mailboxes. All of these services are operated through a web browser, there is no software needed to buy.

Cost of Service

The cost to use Global's system is based on the total number of messages you send from the system per month, or, the total number of surveys, or auto-responses sent per month. The CPM (cost-per-thousand) rate is shown below. *Please note the monthly minimum.*

PLEASE MARK AN "X" NEXT TO DESIRED ACCOUNT TYPE:

_____ LOW VOLUME (UNDER 10,000 MESSAGES/MONTH, **\$9.95** monthly minimum invoice)

Message delivery is priced at \$0.00975 regardless of volume.

_____ HIGH VOLUME (OVER 10,000 MESSAGES/MONTH, **\$69.00** monthly minimum invoice)

Message delivery is priced according to volume (below).

Messages Sent Per Month	COST-PER-MESSAGE
0 – 1,000,000	\$0.00325
1,000,001 – 3,000,000	\$0.00285
3,000,001 – 5,000,000	\$0.00250
5,000,001 – 10,000,000	\$0.00225
10,000,001 +	\$0.00185

Discounts Available: 5% Net-10 early pay up to \$5000, 2% over \$5000

Method of Payment: Payments may be made by credit card, check, or by PayPal.

Set-up Fee (please read CAREFULLY)

There is a one-time set-up fee of **\$ 495.00** to establish your account on our network. You will receive a **\$200.00 credit** on your account after six (6) months of "continual use" of your account. "Continual Use" is defined as conducting mailings from your account every month for six months from the start date of your account. Accounts closed by us or you prior to six months will not receive the \$200 credit. This set-up fee must be paid at the time you submit this signed agreement for processing.

Payment may be made by Visa/MasterCard or PayPal. Please prepay at this URL:
<https://www.globalintellisystems.com/aboutus/newaccountpay.php>

Payment for Services

Invoices are generated and sent as a PDF attachment on or about the 1st of each month for the prior month's usage. Payment is due no later than the last calendar day of the billing month. Your account will automatically renew on the 1st of each month. Accounts unpaid after 45 days of the invoice date will be locked and accounts unpaid after 60 days from the invoice date will be deleted. All unpaid balances will be charged an annual interest rate of 12%

30 Day Right to Cancel

You may cancel this agreement at any time by sending us notice within 30 days of the date you wish to close the account. If you cancel your account you must remove the list and data from the account before the account is deleted (30 days after your notice.) After your account is closed all data in your account is permanently deleted and securely wiped. Restoration of data will then be impossible. You agree that you will still be liable for fees for account usage until the date your account is closed.

Technical Support Services

Global will provide you with unlimited e-mail technical support when support questions are sent to **support@gliq.com** or sent from the help menu. Please note, for month-to-month accounts we cannot provide over-the-phone assistance due to labor costs of support staff.

Custom Support/Development

HTML design, image creation, and other non-engineering related services are billed at \$100 per hour. Script development (programming) and server set-up, if requested, is billed at \$150 per hour. Scripts which take less than 2 hours to create are designed at no cost.

Limitation of Liability

Global IntelliSystems ("Global") is not warranting or insuring that any of its services will be free from errors, omissions, interruptions, delays, losses, or defects, whether human or mechanical. Global makes no warranties, expressed or implied, as to its services, including but not limited to any warranties of merchantability or suitability or fitness for broadcast, marketing, sales, or use. Our liability hereunder shall be limited to the fees paid or which should have been paid by you for the month in which the problem arose.

Intellectual Property

The software used to operate the Global IntelliSystems service is owned wholly by Global IntelliSystems and your use of the service or its various modules does not grant you an interest in the ownership of the software or company. The data you upload is your property and Global IntelliSystems does not attach any interest or lien in your data and shall not consider it part of the Global IntelliSystems service. Any software we design for you remains wholly owned by Global IntelliSystems.

List Ownership and List Privacy

At no time will Global sell, rent, give away, transfer, or allow any other firm to have access to your mailing list while it resides on the Global servers. We will provide a high level of security to help ensure your list remains private for as long as your list resides in your account. We will delete your list for you, at your request, or you can do it yourself through the web interface. All addresses in your account belong solely to you and Global makes no representations of ownership to those addresses whatsoever.

Severable Provisions

The provisions of this Agreement are severable and the invalidity of any one or more provision shall not affect the validity of any other provision. In the event that a court of competent jurisdiction shall determine that any provision of this Agreement is unenforceable in whole or in part, all other remaining sections will remain in force.

Assignment and Transfer

This Agreement shall not be terminated by the merger or consolidation of Global with any corporate or other entity or by the transfer of all or substantially all of the assets of Global to any other person, corporation, firm, or entity.

Limited Time Personal Guarantee for Payment

You agree to be personally responsible and guarantee payment for the first four (4) monthly invoices on this account. Invoices are generated on or about the 1st of each month and are billed to COMPANY. Should COMPANY not pay any of the first four (4) invoices, you agree to accept personal responsibility for payment of those invoices in full. All unpaid invoices delinquent 90 days or more are reported to the three major credit bureaus. After the 4th monthly invoice this personal guarantee shall automatically terminate for any and all future invoices. Responsibility for payment on future invoices shall then be with COMPANY.

Governing Law, Waiver of Jury Trial, and Updates to This Document

This Agreement shall be construed under and enforced in accordance with the laws of the State of Delaware, without giving effect to conflict of laws principles. Both Global and you agree that any action, demand, claim or counterclaim relating to the terms and provisions of this Agreement, or to its breach, shall be resolved by a judge alone, and both parties hereby waive and forever renounce the right to jury trial. This agreement may be revised from time to time and you agree to be fully bound by this agreement and any by any amended portions of this agreement. We will always keep the latest version of this agreement on our website for your review. You agree we are not required to send you notice of any updates to this document.

IMPORTANT – PLEASE READ. Spam or Unsolicited Junk e-Mail Clause

You understand, and accept full responsibility that any and all mail sent from your account, through the Global IntelliSystems service must be in full compliance with the Federal Can Spam Act. If you do not know the full details of the act, please consult the Federal Trade Commission's website for details. In addition to the CAN-SPAM ACT, you agree that... Sending any UNSOLICITED e-mail to persons, companies, or even automated machines is PROHIBITED and shall not be conducted through this service, ever. All unsubscribe or remove requests submitted to you, whether they are submitted to our service first, then relayed to you, or if they are sent directly to you and then relayed to us, or in any other manner, shall be processed fully within 7 business days. Accounts in violation of the CAN-SPAM act or in violation of this clause will be immediately closed with no refunds. *Please be sure you understand the federal CAN SPAM ACT. It has sharp teeth for violators which includes possible lengthy prison time for violators. The feds are not kidding around!*

Penalties for Failure to Comply With These Terms

Legal action may be brought against us for delivering any spam from your account. If this occurs due to any act conducted through your account, not just for spamming, you agree to be liable to us for all costs involved in the legal defense to defend our company and staff from any legal action brought against it. Please note that damages to our goodwill due to spamming from your account are often difficult to measure. However, if an act of spamming, whether intentional or accidental is conducted with your account, we will retain an independent third-party specialist in the field of estimating such damages and you agree that your company will be responsible for reimbursing us for those damages due to act of spamming from your account, regardless of who launched the mailing from your account (us or you, your company, agents, officers, or employees.) A single spam could fatally injure Global IntelliSystems so we have to be serious about this issue.

Liability for Illegal, Negligent, or Fraudulent Acts

Should a court of law or federal agency of the United States charge us for illegal, negligent, or fraudulent acts due to mailings or activities directly related to your operation of your account, your company agrees to be financially responsible to us for the legal fees incurred by us for our defense of those illegal, negligent, or fraudulent acts.

Important Note About "Vendor Hopping" If you decide to switch to a competitor's system for whatever reason, and then decide to come back for whatever reason, there will be a research fee to research what damages may have been done to your domain or IP space while you were with the competitor. Many of our competitors boast of their exceptional service but they don't tell you their IP space is dirty (blacklisted). Once you are marked on a blacklist, any vendor you use is also marked so we do not want our good name to get destroyed by a dirty competitor. If you decide to come back to our service after switching to a competitor, the research fee is **\$500.00** which covers the labor time it takes to conduct a very deep search into what blacklists may have been updated with your domain and/or sender information.

ADDITIONAL FEES FOR LABOR SERVICES

We will gladly launch campaigns for you if you do not have the time. The fee to upload a ready-to-mail campaign, test with you, and then launch your campaign is **\$100.00**. If you need help with creating an HTML document or converting an image, or performing any type of graphics, or HTML work we are happy to help. The fee for this labor category is **\$100.00** per hour.

We will give you an estimate of the cost prior to us working on the task and you must agree to the fee in writing (via email) prior to us starting the task. Sorry, but we can not do these services for free.

AGREEMENT TO THE ABOVE TERMS AND CONDITIONS

I hereby affix my signature as an authorized representative of "COMPANY" on this agreement stating full and unconditional agreement to all of the terms herein. I understand and agree that should I NOT be an authorized representative of COMPANY that I personally guarantee all payments for all invoices for use of this service and agree to pay all collection costs, if any, to recover fees on outstanding invoices.

Authorized Signature for Client

Company Name

Printed Name of Above Signature

Date of Signature

Title

Due to the amount of fraud we have noticed with 'mail-and-run' accounts (account owners that perform a large mailing then walk out on their very first invoice) we now require all applicants to fill-in the drivers license information below. It will be verified prior to the account being created. This information will not be recorded or transferred electronically unless required by law enforcement personnel.

Drivers License # _____ State _____ Expires _____

DESIRED ACCOUNT INFORMATION

PLEASE PRINT – PLEASE PRINT – PLEASE PRINT – PLEASE PRINT

PLEASE CHOOSE AN ACCOUNT "NAME" YOU WOULD LIKE TO USE FOR THIS ACCOUNT. PLEASE LET US KNOW ANYTIME YOU NEED ADDITIONAL ACCOUNTS – THERE IS NO CHARGE TO CREATE NEW ACCOUNTS. YOU ONLY PAY THE CPM FEE.

PLEASE HELP US BY PRINTING CLEARLY SO WE CAN OPEN YOUR ACCOUNT QUICKLY.

ACCOUNT NAME _____
(ONE WORD, NO SPACES, UNDERLINE IS OK)

HINT: Many clients choose part of their company name as their account name

USER NAME _____
(ONE WORD, NO SPACES, UNDERLINE IS OK)

PASSWORD _____
(ONE WORD, NO SPACES, UNDERLINE IS OK)

E-MAIL ADDRESS _____
(WHERE WE CAN CONTACT YOU)

TELEPHONE # _____
(YOUR TELEPHONE NUMBER)

FAX # _____
(YOUR FAX NUMBER IS REQUIRED)

PLEASE NOTE REGARDING THE SOURCE OF YOUR INVOICES

If a vendor is listed in the area below, your invoices will be coming from them and not from Global IntelliSystems. This is because many of our clients use our service to service and support their clients. These are known as "reseller accounts." This helps with increased support and services on a local level.

VENDOR:

If blank, then this section is not applicable to your account



ACCOUNT SETUP AND TRAINING

Please allow 24 hours from the time you submit the new account payment until your account is ready to use. There are a tremendous number of steps involved on our end to setup your account and notify the proper channels about your account (for trusted sender notification, etc.) If you need to launch a campaign prior to 24 hours, please use your current email service provider to launch the campaign. We can not make exceptions to this 24 hour window due to the time it takes some ISP's to respond back to us with all-clear notices.

WANT A DISCOUNT ON YOUR MONTHLY INVOICE?

SIGN-UP FOR AUTOMATIC PAYMENT VIA CREDIT CARD WITH THIS LINK:

<https://www.globalintellisystems.com/aboutus/cardauth.php>