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114 Airport North Office Park
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WrapMail Customer Agreement

This User Agreement (“Agreement”) is an agreement between 70/7 Marketing Group, a division of ExerusVision, Inc. (“COMPANY”), an Indiana based corporation, and the person or entity accepting the terms of this Agreement, whether online or paper copy. (referred to herein as the “CUSTOMER”)

SERVICES: COMPANY shall provide the following services (“SERVICES”) provided that CUSTOMER pays the fees set forth below:

1. Provide WrapMail SERVICES for CUSTOMER for specified email accounts:
 - Inputting CUSTOMER information into WrapMail system
 - Creating CUSTOMER email wraps based upon available CUSTOMER graphics
 - Managing reports and making reports available once per month
 - Updating, and Managing CUSTOMER email exclusion list (“EXCLUSION LIST”) of contacts whose emails shall not be wrapped by COMPANY
 - Managing wrap settings; and
 - Creating new wraps as per CUSTOMER request and payment
2. Exclusions from SERVICES: COMPANY’S SERVICES do not include any of the following:
 - Storage of any Customer emails; retrieval of deleted or lost emails;
 - Technical support or email troubleshooting for CUSTOMER or any user of Customer’s email services;
 - Training on email usage
 - Technical training and support for services other than direct use of WrapMail may be purchased by CUSTOMER at a quoted rate per hour

CUSTOMER’S RESPONSIBILITIES:

1. CUSTOMER represents and warrants to COMPANY that CUSTOMER will not engage in the following actions in connection with the use of COMPANY SERVICES:
 - **Spamming:** including sending unsolicited bulk and/or commercial message over the Internet or maintaining an open SMTP policy.
 - **Misrepresentation of Transmission Information:** including forging, misrepresenting, omitting, or deleting message headers, return mailing information and/or Internet protocol addresses to conceal or misidentify the origin of a message;
 - **Sending Viruses or Engaging in Other Destructive Activities:** including creating or sending Internet viruses, worms or Trojan horses; ping, flooding or mail-bombing; engaging in denial of service attacks; engaging in other activity that is intended to disrupt or interfere with, or that results in the disruption of or interference with, the ability of others to effectively use the SERVICES, their email or conduct their business over the Internet.
2. CUSTOMER Liability; Representations & Warranties:
 - CUSTOMER’s Acceptance of Liability: CUSTOMER shall be solely responsible for the content of its emails including (i) the accuracy and appropriateness of the email content, and (ii) ensuring that the



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email content is not defamatory, pornographic or otherwise illegal. CUSTOMER shall be responsible for the security and confidentiality of any information that Customer may send or receive via its email.

TERM AND TERMINATION:

- Term: The initial term of this Agreement shall be one (1) year (the "Initial Term"). The Initial Term shall begin on the date that CUSTOMER activates their WrapMail account through their initial payment. After the Initial Term, this Agreement shall automatically renew for successive terms of one (1) year, unless terminated or cancelled by either party as provided in this section. The Initial Term and all successive renewal periods shall be referred to, collectively, as the "Term".
- Termination: **THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY BY GIVING THE OTHER PARTY 10 DAYS PRIOR WRITTEN NOTICE** (fees shall not be prorated and CUSTOMER shall pay a full month of service fees at the time of cancellation, even if COMPANY cancels for cause), (i) by COMPANY, immediately, in the event of nonpayment by CUSTOMER, (ii) by COMPANY, at any time, without notice, if, in COMPANY's judgment, CUSTOMER's use of the SERVICE disrupts or could disrupt COMPANY's business operations and (iii) by COMPANY if COMPANY reasonably believes that CUSTOMER's emails or other actions may violate any local, state or federal law or ordinance or any other applicable law or regulation.

COMPANY'S DISCLAIMER OF LIABILITY & WARRANTY: CUSTOMER agrees to use all SERVICES and any information obtained through or from COMPANY at CUSTOMER's own risk. CUSTOMER acknowledges and agrees that COMPANY is not responsible for any loss, delay, misdirection, corruption or destruction of any email sent by CUSTOMER that passes through COMPANY's WrapServers. CUSTOMER acknowledges and agrees that COMPANY is not responsible for email which is not delivered because COMPANY has terminated this Agreement for non-payment. CUSTOMER acknowledges and agrees that COMPANY exercises no control over, and accepts no responsibility for the content of the emails passing through COMPANY's WrapServers. THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN AS IS, AS AVAILABLE BASIS. NEITHER COMPANY, ITS PARENT, SUBSIDIARY, IT'S VENDORS, OR AFFILIATED CORPORATIONS, NOR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, AGENTS, SUPPLIERS, THIRD-PARTY INFORMATION PROVIDERS, MERCHANTS, LICENSORS OR THE LIKE (EACH, AN "COMPANY PERSON") MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, FOR THE SERVICES OR ANY EQUIPMENT COMPANY PROVIDES. NO COMPANY PERSON MAKES ANY WARRANTIES THAT THE SERVICES WILL NOT BE INTERRUPTED OR ERROR FREE; NOR DO ANY OF THEM MAKE ANY WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF THE SERVICES. COMPANY IS NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM CUSTOMER VIA THE SERVICES PROVIDED BY COMPANY. NO ORAL ADVICE OR WRITTEN INFORMATION



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GIVEN BY ANY COMPANY PERSON WILL CREATE A WARRANTY; NOR MAY CUSTOMER RELY ON ANY SUCH INFORMATION OR ADVICE. The terms of this section shall survive any termination of this Agreement.

LIMITATION OF LIABILITY:

Customer agrees that no COMPANY Person, under any circumstances, shall be held responsible or liable for situations where the SERVICES are accessed by third parties through illegal or illicit means, including situations where such data is accessed through the exploitation of security gaps, weaknesses or flaws (whether known or unknown to COMPANY at the time) which may exist in the SERVICES or in COMPANY's equipment used to provide the SERVICES.

Under no circumstances, including negligence, shall any COMPANY Person be liable for any indirect, incidental, special, consequential or punitive damages, or loss of profits, revenue, data or use by CUSTOMER or any other third party, whether in an action in contract or tort or strict liability or other legal theory, even if COMPANY has been advised of the possibility of such damages. No COMPANY Person shall be liable to CUSTOMER or any other third party, for any losses or damages that result or are alleged to have resulted from the use of or inability to use the SERVICES, or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, viruses, defects, delays in operations, or transmission or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to COMPANY's records, programs, equipment or services.

Notwithstanding anything to the contrary in this Agreement, COMPANY's maximum liability under this Agreement for all damages, losses, costs and causes of actions from any and all claims (whether in contract, tort, including negligence, quasi-contract, statutory or otherwise) shall not exceed the actual dollar amount paid by Customer for the Services which gave rise to such damages, losses and causes of actions during the 12-month period prior to the date the damage or loss occurred or the cause of action arose.

This limitation of liability reflects an informed, voluntary allocation between the parties of the risks (known and unknown) that may exist in connection with this Agreement. The terms of this section shall survive any termination of this Agreement.

INDEMNIFICATION:

Customer agrees to indemnify, defend and hold harmless COMPANY and its parent, subsidiary and affiliated companies, and each of their respective officers, directors, employees, shareholders and agents (each an "indemnified party" and, collectively, "indemnified parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorney's fees) threatened, asserted, or filed by a third party against any of the indemnified parties arising out of or relating to (i) CUSTOMER's use of the Services, (ii) CUSTOMER's act of "spamming" or sending unsolicited emails enmasse; (iii) any breach of any representation, warranty or covenant of Customer contained in this Agreement including but not limited to CUSTOMER's unauthorized use of a third party's material



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for its WRAP(s); (iv) any acts or omissions of Customer. The terms of this section shall survive any termination of this Agreement.

FORCE MAJEURE: COMPANY shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of, interruption or delay in telecommunications or third party services, failure of third party software or hardware or inability to obtain raw materials, supplies or power used in or equipment needed for provision of the SERVICES.

GOVERNING LAW; JURISDICTION; ARBITRATION:

This Agreement shall be governed in all respects by Indiana law without regard to the conflict of law provisions thereof. Both parties submit to personal jurisdiction in the State of Indiana. Any controversy or claim arising out of, relating to or in connection with this Agreement, or the breach thereof, shall be subject to arbitration administered by the American Arbitration Association ("AAA").

MARKETING AND PROMOTION:

CUSTOMER grants to COMPANY the right to use one of its WRAPS for Company's promotional purposes, including but not limited to displaying the WRAP on the COMPANY website and sending the WRAP to potential customers of COMPANY to demonstrate Company's service offering. CUSTOMER grants to COMPANY the right to use its name and logo on COMPANY's website and in its marketing material stating that CUSTOMER is a customer of COMPANY.

FEES & PAYMENT:

1. **ACTIVATION FEE:** COMPANY WILL CHARGE CUSTOMER a one-time activation fee of \$300.00 which is payable by check or credit card.
2. Once a CUSTOMER is activated the graphic wraps will be developed and each wrap is \$300.00. With Wrap development, our designers will take the CUSTOMER'S layout and design ideas then create a unique wrap that reflects the CUSTOMER'S business or organization.
3. **MONTHLY WRAP FEE:** CUSTOMER shall pay to COMPANY a fee of \$6.00 per user (user = email account) per month. Internal emails are not wrapped unless CUSTOMER wishes to wrap these.
4. **WRAPMAIL PACKAGE FEES:** Company also offers custom wraps in volume:
 - 6-pack: \$1,500.00 (a \$300 discount – equivalent to one free Wrap)
 - 12-pack: \$3,000.00 (a \$600 discount – equivalent to two free Wraps)
5. **ADDITIONAL FEES FOR SPECIAL REQUESTS:** If CUSTOMER desires additional services from COMPANY, IE: Website development, digital video production, interactive and trackable marketing systems, or technical training and repair, CUSTOMER may email to COMPANY a description of such service and COMPANY may quote to CUSTOMER its fee for such additional services and CUSTOMER shall pay COMPANY one-half down and one-half at completion for such additional services. If CUSTOMER requests COMPANY to edit or



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modify its existing WRAP(S), then COMPANY will quote to CUSTOMER via email its fee for such service and CUSTOMER shall pay COMPANY such fee in advance for such service.

6. INVOICING & PAYMENTS: CUSTOMER will pay, by check or credit card, the activation fee and initial Wrap fee before COMPANY commences Wrap development and activation. COMPANY shall invoice CUSTOMER electronically for all WRAPPED users at the end of each calendar month and such invoice is due 10 days from the date of the invoice by check or credit card. If CUSTOMER's check is returned NSF a \$25 NSF fee will assessed to the CUSTOMER account and the CUSTOMER will be asked to resubmit payment with another payment type. If a credit card is rejected or cannot be processed for the payment, COMPANY shall notify CUSTOMER to use another credit card or other payment type. If CUSTOMER does not do so within five (5) days and has not otherwise paid the invoice, COMPANY shall have the right to: 1) discontinue all SERVICES to CUSTOMER which shall mean that emails sent by CUSTOMER will not be WRAPPED by COMPANY and will not be delivered to their intended recipient(s) unless CUSTOMER changes its outgoing mail settings 2) terminate this AGREEMENT; 3) impose a debt service charge equal to one and one-half percent (1.5%) of the overdue balance (or such lesser amount as may be allowed by law) for each month or fraction thereof that an overdue amount remains unpaid. COMPANY will attempt to send notice to CUSTOMER but shall not be obligated to send notice prior to discontinuing SERVICES to CUSTOMER. All taxes, fees and governmental charges relating to the SERVICES provided hereunder shall be paid by CUSTOMER.

The person accepting the terms of this Agreement, whether online or paper copy, on behalf of CUSTOMER, hereby represents that he or she is over the age of 18, is duly authorized to accept, execute and deliver this Agreement on behalf of his or her company; that the CUSTOMER is either a person or a corporation, limited liability company, partnership or other legal entity which is duly organized, validly existing and in good standing under the laws of the state of its organization.

I accept the Terms and Conditions of this agreement: ____

Your Name: _____ Company Name: _____