



417 Second Avenue West • Seattle, WA 98119 USA • Tel: 1.206.479.7000

• Fax: 1.206.479.7500 , 1.800.965.9694 • Email: support@faxaway.com

Faxaway Account Application (please complete this application and fax to 1.206.479.7500)

Email Address : _____

Password (4-8 Characters): _____ (for website account access)

Additional sub-account email addresses (sub-account email addresses may be added at no charge):

Full Name: (First) _____ (MI) _____ (Last) _____

YOUR Address: (as it appears on your Credit card statement, if paying by Credit Card)

Street: _____ City: _____ State/Region: _____

Postal Code: _____ Country: _____

Phone: _____ Fax: _____
(Include country and area or city codes. For example, the country code for the US is 1.)

Prepayment Amount: \$ _____ (Note: the minimum prepayment is \$10.00 for credit card and \$100.00 for cash)

Monthly Limit: Your initial Monthly Limit is \$30.00 for the first 90 days. Please contact Customer Service if you would like to raise your limit.

Method of Pre-Payment:

1) Credit Card: Type of Card (check one): Visa _____, MasterCard _____, American Express _____, Diner's Club _____

Name on the card: _____

Card Number: _____ Expiration date: ____ / ____

Note: Credit Card accounts will be set up and activated only when a legible photocopy of the FRONT of your Visa, Mastercard, Diner's Club, Discover card or BACK of your American Express card is included with this application.

Cardholder Signature: _____

2) Check:

_____ Please make sure to print or type your email address on your payment.

3) Wire Transfer:

Number: _____ Originating Bank: _____

Bank Information for wire transfers only

Beneficiary's Name: Faxaway ZBA Bank Name: Wells Fargo

Routing Number: 121000248 Bank Account: 4944813559

OBI: (please provide the email address associated with your Faxaway account here)

(For International Customers only - please include the Swift Code on your wire transfer)

Swift Bank Code: WFBIUS6S

Bank address: Wells Fargo Bank

155 5th Street

San Francisco, CA. 94103

Note: Check/Money Order and Bank Transfer accounts will be set-up and activated as soon as the funds are received. An email will be sent notifying you when your account is activated.



TERMS & CONDITIONS:

1. GENERAL. Rates and charges for services provided are set forth at the Faxaway Home Page (<http://www.faxaway.com> - just click "About Faxaway", then click "Rates" or go directly to <http://www.faxaway.com/rate.html>). The rates and charges may be changed at any time without notice and it is up to the Applicant to check the listed rates for such changes. All charges for services will be debited to the credit card number provided by Applicant. PAYMENT MUST BE MADE WITHIN 5 DAYS OR SERVICE WILL BE IMMEDIATELY TERMINATED. Applicant agrees to pay reasonable cost of collections, including legal fees. Applicant's submission, via the Internet, of this Application attests to financial responsibility, ability, and willingness to pay invoices within the stated terms and conditions. Service will be rendered subject to credit approval by Faxaway. Applicant shall not use the Faxaway services for any unlawful purpose and shall use the Faxaway services in accordance with the instructions set forth in the Faxaway User Guide.

2. Faxaway has no control of the content of the information passing through Faxaway accounts. Faxaway does not (i) represent or endorse the accuracy or reliability of any opinion, advice or statement made through a Faxaway account, (ii) assume any liability for any harassing, offensive or obscene material distributed through a Faxaway account, or (iii) assume any liability for any material distributed through a Faxaway account which is distributed in violation of any third party's copyright or other intellectual property right.

3. The Services may only be used for lawful purposes. Applicant 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. Applicant may not use the Services to upload, 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.

4. Applicant agrees to comply with all applicable laws, regulations, or conventions including those related to data privacy, international communications, and exportation of technical or personal data.

5. LIMITATION OF LIABILITY. As a material inducement for Faxaway to provide the services hereunder, Applicant agrees that UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL FAXAWAY OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SERVICES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICES; OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE.

6. FAXAWAY MAKES NO EXPRESS OR IMPLIED WARRANTIES TO APPLICANT AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF THE GOODS OR SERVICES PROVIDED. FAXAWAY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

7. EFFECTS OF TARIFFS. Any and all tariffs and related provisions are made a part of this Agreement and shall control any inconsistency between the tariff and the terms and conditions of this Agreement.

8. Indemnification. Applicant shall defend, indemnify and hold harmless Faxaway, 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 Applicant's account or in connection with the placement or transmission of any message, information, software or other content using the Services. Faxaway shall give written notice of any such claim, action or demand within a reasonable time. Faxaway shall be defended by attorneys of their choice at Applicant's expense.

9. The headings of the sections of this Agreement are inserted solely for convenience and are not intended to be part of, or affect the interpretation or meaning of this Agreement.

10. Law & Arbitration. This Agreement shall be governed by and construed in accordance with Washington State law. Any controversy or claim between the parties arising out of or related to this Agreement shall be settled by arbitration before a single arbitrator under the then current rules of the Washington Arbitration and Mediation Service (WHAMS). The arbitration shall be held in Seattle, Washington. The decision and award of the arbitrator shall be final and binding and the award so rendered may be entered in any court having jurisdiction thereof.

11. Severability. If any provision or portion of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision or portion, and, to this end, the provisions or portions hereof are severable.

12. No Waiver. The failure of either party at any time, or from time to time, to require performance of any obligation under this Agreement shall in no manner affect the right of either party to enforce any provision of this Agreement at a subsequent time and shall not be construed as a waiver of any subsequent breach of that same provision.

13. Applicant may cancel the Services at any time. Applicant's only remedy with respect to any dissatisfaction with any term, rule, policy or practice of Faxaway is to terminate this Agreement by delivering notice to Faxaway. The return of the application information and the use of the Services assumes that Applicant has read and agrees to the terms in this Agreement. Faxaway, reserves the right to suspend or terminate the Services if Faxaway, in its sole discretion, believes Applicant is using the Services to engage in conduct which interferes with other Faxaway Customers' use of the Services, is harmful to Faxaway, or third parties, or is otherwise in violation of this Agreement.

Faxaway® is a service of International Telcom

I agree to the above terms of use and payment.

Signature _____

Date _____ / _____ / _____