



STANDARD TERMS AND CONDITIONS

THIS ORDER constitutes an agreement to accept and pay for certain telephone production services as outlined on the reverse side hereon. Telephone productions are created solely for the information and/or entertainment of telephone listeners and/or viewers, calling the customer's location(s) listed hereon or attached, and updated as frequently as is indicated. Other use, broadcast, and/or distribution of the aforementioned telephone productions without expressed written consent of Advertel, Inc. is strictly prohibited.

SPECIAL 3-WAY GUARANTEE:

- 1. No caller-repetition guarantee.** Exclusively for its on-hold production customers, Advertel, Inc. will, upon request, provide a Holdtime analysis determining the exact production needs to eliminate caller complaints of message repetition. If, at anytime during said on-hold subscription and/or lease term, customer's callers complain of too much message repetition, despite customer acceptance and implementation of the Holdtime analysis recommendation, Advertel, Inc. will provide additional on-hold productions and/or longer-length on-hold productions at no charge to the customer for the duration of the current subscription and/or lease.
- 2. Production satisfaction guarantee.** All announcer scripts must meet your approval before a production is recorded. If, however, after the recording of your production you are not completely satisfied with the music, announcers, or overall quality of the production, Advertel, Inc. will at no charge to the customer, re-record the production. If after three (3) recording attempts the customer is still not satisfied, Advertel, Inc. will provide a full refund for productions not recorded.
- 3. 30-day money-back guarantee.** If prior to 30 days from date of purchase you are not completely satisfied with your Advertel, Inc. playback equipment, and/or stock and/or non-custom production(s), and upon receipt of returned playback equipment and/or stock non-custom productions(s) in their original containers, Advertel, Inc. will gladly refund the amount of your deposit, less shipping and handling, if any.

CUSTOMER RESPONSIBILITY to provide copy information and/or proofing necessary to custom produce said telephone productions is both implied and accepted. Failure for customer to provide such adequate information and/or approval of custom designed announcer scripts is not sufficient cause for the subscription and/or lease to be prorated, refunded, or extended. Rather, productions remaining at the completion of subscription and/or lease term will be carried forward into renewal subscriptions and/or leases, if any. Customer also accepts responsibility for the connection of playback equipment to customer's telephone system, the transmission and/or sound quality of same, or acquisition of special connection panels, option modules, long distance connection cables, if or as required, and/or compatibility of Advertel, Inc. playback equipment with customer's telephone system. Customer agrees to preserve all rights of the original authors, performers, and/or their representative agencies, as associated with the making of these recordings.

RIGHT TO TELEPHONE BROADCAST Aforementioned telephone productions hereon described as *buy-out*, extends from the date of this agreement for a period of no less than ninety-nine years. Right to telephone broadcast for productions hereon described as a *subscription* and/or *lease*, is intended for use for the duration and term of that *subscription* and/or *lease*, as indicated by the beginning and expiration dates contained hereon.

For telephone productions hereon described as *subscription* and/or *lease*, and in the event said *subscription* and/or *lease* is to be terminated by customer upon expiration of the term of that *subscription* and/or *lease*, customer agrees to notify Advertel, Inc. in writing at least 60 days prior to the expiration date of the *subscription* and/or *lease*. In the event of termination of the *subscription* and/or *lease*, customer agrees to return at its own expense within 30 days and without demand by Advertel, Inc., all playback equipment and production materials, including, but not to the exclusion of others, audio cassettes, scripts, and cassette player(s).

To provide continuous use and rights to telephone broadcast for customers not terminating said subscription and/or lease at least 60 days prior to the expiration of that subscription and/or lease, Advertel, Inc. will automatically provide a renewal subscription and/or lease, and customer agrees to accept, in exact accord with the terms of the original subscription and/or lease. Use of said telephone productions beyond expiration date shall constitute customer acceptance of automatic renewal, despite notification of subscription and/or lease termination, if any.

IN THE EVENT OF MECHANICAL FAILURE, Advertel, Inc. will, at its discretion, repair or replace free of charge any audio/video cassettes or playback equipment provided through a subscription or lease, deemed to be defective due to any reason other than those listed below or failure of the customer to provide the necessary cleaning or maintenance procedures, as outlined in the owners manual, warranty description, and sales literature. If it is determined by Advertel, Inc. that mechanical failure was due to improper maintenance, use of non-authorized or incompatible cassettes, relocation, or to physical neglect, a repair charge equal to the cost of such repair or replacement plus shipping and handling will be charged to the customer.

SECURITY INTEREST of all announcer scripts, audio/video cassettes, music scores, and playback equipment, is hereby maintained by Advertel, Inc., except those provided on a "buy-out" basis, whereas, customer accepts ownership from Advertel, Inc. to the extent as provided by the right of broadcast above. If customer fails to comply with the terms of the aforementioned agreement, Advertel, Inc., at its own discretion, can demand, and customer agrees to comply with, the return of all playback equipment, announcer scripts, audio/video cassettes, and connecting cords, as provided in this agreement in accord with the United States Copyright Infringement and other applicable state and Federal laws. If customer fails to return all playback equipment, announcer scripts, audio/video cassettes, and connecting cords upon demand, Advertel, Inc. will charge customer, and customer agrees to pay, a sum equal to the replacement cost of said non-returned items, along with costs of collection to the maximum allowed by law. Customer is solely responsible for any and all unauthorized use of said production materials and subject to all applicable licensing fees or fines stemming from any such unauthorized use.
