

# Mary Kay Order Form

You can now submit your orders online at: [www.mk.intelliverse.com](http://www.mk.intelliverse.com)



## Account Information

Existing customer Please enter your Intelliverse Number: \_\_\_\_\_

First Name \_\_\_\_\_ MI \_\_\_\_\_ Last Name \_\_\_\_\_

Director's Name \_\_\_\_\_ \*E-mail Address \_\_\_\_\_

Day Phone \_\_\_\_\_ Evening Phone \_\_\_\_\_

National Director \_\_\_\_\_ Security Password \_\_\_\_\_

\*Email Address required for Voicemail to Email & Fax to Email.

## Billing Information

Credit Card Type  American Express  Discover  MasterCard  Visa

Credit Card Number \_\_\_\_\_ Expires \_\_\_\_/\_\_\_\_(MM/YYYY)

Name as it appears on your card \_\_\_\_\_

Billing Address \_\_\_\_\_  
(credit card)

City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

## Messaging Services

Basic Plus  
\$19.50/mo

Message Capacity: 30  
Message Retention: 5 days  
Message Length: 2 minutes  
Greeting Length: 30 seconds

Classic Plus  
\$31.50/mo

Message Capacity: 60  
Message Retention: 14 days  
Message Length: 3 minutes  
Greeting Length: 1.5 minutes  
Distribution List: 99

Text/SMS, Pager Notification  
\$2.95/mo

Mobile #: \_\_\_\_\_

Mobile Carrier \_\_\_\_\_

### Available Upgrades

Voicemail to Email (no charge)

Voicemail to Email (no charge)

Fax to Email (no charge)

## Hotline Services

Menu Plus \$29.95/mo

Connects with Messaging and other Hotline Services  
Greeting Length: 3 minutes  
Message Capacity: 0  
Transfer to live number: \$0.05/min

### Menu Plus Worksheet

For each select the action:  
Pre-record, transfer to VM or  
transfer to Live # e.g.

1	2	3
4	5	6
7	8	9
*	0	#

For more options, continue  
in separate sheet.

Options	Pre-record info	Transfer to VM ( ) -	Transfer to Live # ( ) -
1			555-111-1234

There is a one time Set-Up Fee of \$15 for all of the above services. The service charge for each excess greeting, message, or page is 10¢.

Sign Here: \_\_\_\_\_ Date: \_\_\_\_\_

By signing above, I hereby authorize Intelliverse to charge my credit card for the services chosen, and I agree to the Intelliverse Services Terms & Conditions. In addition, I authorize Intelliverse to be my voicemail provider as noted above. I have read, understand and agree to the provisioning requirements needed to use the Intelliverse services I have chosen.

Return this form to a Intelliverse Representative or fax to 877.808.8244. To order by phone, call 888.554.7835.

Mail orders should be sent to the attention of Intelliverse Client Services at 5900 Windward Parkway, Suite 500, Atlanta, GA 30005

Intelliverse Use Only	System ID:	Mailbox #:	Passcode:
Received:	Batch #:	Created	Service Start:
			Bill Start:
			INBC:
			Account Number :

# Terms and Conditions

By subscribing to and utilizing Intelliverse™ Services, you are deemed to have agreed to and be bound by the following Terms and Conditions of this Agreement:

**Definitions.** "Service" or "Services" means any and all services provided by Intelliverse™ to you, including but not limited to, voice mail, fax mail, e-mail, conference calling, long distance and any additional offerings by Intelliverse™ utilized by you. "Intelliverse™" means Voicecom Telecommunications LLC d/b/a Intelliverse, its affiliates and their successors and assigns.

**Right to Change Terms and Conditions.** You agree that Intelliverse™ may change these Terms and Conditions or its rates for any or all portions of the Services at any time upon ten (10) days prior notice. You agree that Intelliverse™ may give you notice of such changes by posting such changes within the Intelliverse™ web site <http://www.Intelliverse.com> or any of its Services web sites, by email or by conventional mail (based on the address provided by you when you subscribed), that the ten (10) day time period begins to run when the notice is given, and that, by continuing to use the Services after the effective date of such changes, you agree to be bound by any such modified Terms and Conditions of the Services.

**Billing and Payment.** You agree to pay Intelliverse™ all rates and charges. A subscription to the Service may require a credit card number or voided check for billing, depending on your program. By providing your credit card information or a voided check, you grant Intelliverse™ authorization to submit charges to that credit card number or to debit your bank account for your use of the Service. The rates per term for Services are charged in advance of the upcoming term of service. All usage charges for "per minute" rates will be billed in areas based on actual usage. Any other applicable charges (setup fee, payphone surcharges, taxes, over the limit charges, others) will also be billed to you. You acknowledge that the amount charged by Intelliverse™ may vary based on your usage of the Services. Direct billing is due upon receipt. After 30 days from the invoice date any unpaid charges will be subject to a monthly service fee of the lesser of 1.5% of the outstanding balance, or the maximum legally allowable interest rate. If charges applied to your credit card or bank accounts are rejected, Intelliverse™ reserves the right to assess a processing fee.

**Statements.** You will have access to a Statement of Account for each month that you incur charges, detailing your usage during that month. The Statement is not a bill. Charge totals on your Statement may not agree with charges shown on your credit card or bank statement due to differences in statement cut-off dates. Direct billed users' bill will include a Statement. Unless you notify Intelliverse™ of any dispute regarding your Statement within forty-five (45) days (or such longer period required by law, if any) after the Statement date, or if directly billed the invoice date, the charges on the Statement will be deemed to be accepted by you for all purposes, including resolution of any inquiries made by your credit card issuer, if applicable. Disputes or changes to your account should not be made with your payment. Any changes to your account will be accepted by contacting us through Client Services.

**Fraudulent and Abusive Use of the Services.** Intelliverse™ helps protect you against fraudulent use of your Services with private user names and passwords, credit card verification upon sign up and daily and monthly usage limits. You are responsible for controlling access to and maintaining the security of your user name and password. You shall notify Intelliverse™ of any user names and passwords which are lost, stolen or suspected of being used fraudulently by contacting the phone number noted on your credit card invoice or Statement. You agree you will be liable for all charges incurred prior to and within thirty (30) minutes after you notify Intelliverse™'s Help Desk to deactivate suspect user names and passwords. You agree to not engage in or assist others in fraudulent or abusive use of the Services.

**Cancellation.** The Services will remain in full force until canceled by either party. Intelliverse™ may suspend, interrupt, or cancel your service at any time (i) without notice for non-payment, for any reason which in Intelliverse™'s judgment may preclude it from receiving payment, or for any violation by you of these Terms and Conditions; or (ii) with notice for any reason, with or without cause. If you wish to cancel, call the phone number noted on your credit card invoice or Statement of Account during normal business hours (Monday - Friday, 9:00 am - 5:00 pm EST). After any cancellation, you agree Intelliverse™ has authorization to initiate a charge if there is an outstanding balance. Intelliverse™ will not refund a prorated portion of monthly service fees in the event that you cancel Service part way through the month. To avoid additional monthly charges to your service, your service must be cancelled by the last business day of the month. Subsequent reinstatements of Service after cancellation may be subject to a Service reinstatement fee, at Intelliverse™'s discretion.

**Indemnification and Release.** You agree to indemnify and hold harmless Intelliverse™ and its directors, officers, affiliates, employees, agents, suppliers, subcontractors, and vendors from any damages, losses, obligations, liabilities, claims and expenses (including reasonable attorneys' fees and other costs and expenses of any suit, action, investigation, claim, or proceeding) of any kind whatsoever, sustained, incurred or required to be paid by Intelliverse™, by reason of or arising out of, directly or indirectly, your use of the Services, or the use of your Service account by another (whether or not authorized by you), including without limitation, any claim of libel, defamation, violation of rights of privacy or publicity. Intelliverse™ reserves the right to assume the exclusive defense and control of any such claim subject to indemnification, but, notwithstanding Intelliverse™'s control of the defense of such claim, you will remain obligated under this indemnity.

**Disclaimer of Warranty.** You acknowledge and agree that Intelliverse™ has not made, and does not make, any warranty or guarantee with respect to the Service, whether express or implied, and that the Service is offered to you "AS IS" and "AS AVAILABLE". Without limitation of the foregoing, Intelliverse™ makes no warranty that the Service

(i) is merchantable, (ii) is fit for a particular purpose, (iii) is or will operate "error-free," or (iv) is noninfringing of the rights of any third party. You acknowledge and agree that Intelliverse™ cannot and does not guarantee (i) that the Service will be available at all times, (ii) that voice mail, fax mail or e-mail messages or other services will be delivered or received within a particular time, or will be transmitted accurately, (iii) that voice mail, fax mail or e-mail messages will be stored for any particular time, or (iv) that each and every country will be accessible through its access numbers. You acknowledge and agree (i) that Intelliverse™ cannot and does not guarantee, and assumes no liability for, the security or confidentiality of data transmitted to or from the Service, (ii) that no computer system is immune from intrusion, (iii) that data transmitted to or from the Service may pass through many computer systems, and (iv) even encrypted data is only as secure as the encryption method used to protect it and may not offer complete security.

**Limitation of Liability.** YOU AGREE THAT INTELLIVERSE™ WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES, LOSSES, LOST PROFITS, OBLIGATIONS, LIABILITIES, CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND OTHER COSTS AND EXPENSES OF ANY SUIT, ACTION, INVESTIGATION, CLAIM, OR PROCEEDING) OF ANY KIND WHATSOEVER (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), SUSTAINED OR INCURRED BY YOU AS A RESULT OF YOUR USE OF THE SERVICE OR THE USE OF YOUR SERVICE ACCOUNT BY ANOTHER (WHETHER OR NOT AUTHORIZED BY YOU), INCLUDING THE LOSS, DELAY OR INACCURACY OF ANY VOICE MAIL, E-MAIL OR OTHER MESSAGE OR SERVICE, ANY LOSS OF CONFIDENTIALITY OF ANY VOICE MAIL, E-MAIL OR OTHER MESSAGE INTENDED TO BE CONFIDENTIAL, OR AS A RESULT OF ANY SUSPENSION, INTERRUPTION OR CANCELLATION OF SERVICE (EVEN IF INTELLIVERSE™ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). IN NO EVENT WILL THE AGGREGATE LIABILITY OF INTELLIVERSE™ FOR ANY AND ALL CLAIMS (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EXCEED THE AMOUNT PAID BY YOU TO INTELLIVERSE™ FOR SERVICE RENDERED IN THE MOST RECENT BILLING PERIOD.

**Cooperation with Law Enforcement Agencies and Others; Access by Intelliverse™.** You agree that Intelliverse™ may cooperate with law enforcement authorities and/or injured third parties in the investigation of any suspected crime or civil wrong attempted or perpetrated by using, or attempting to use, the Service. You agree that it may be necessary for Intelliverse™ to examine any and all portions of the Service and Service sites, including, without limitation, accessing your mailbox, to cooperate in such investigations and also to resolve system problems or mail system errors, and you hereby consent to such examination.

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**Compliance with Laws.** Your Service account may only be used for lawful purposes. You agree that your access to and your use of your Service account is subject to all applicable federal, state and local laws and regulations. Intelliverse™ reserves the right to identify and restrict same or substantially similar electronic mail messages, whether or not commercial, to a large number of recipients (sometimes known as spamming). Because Intelliverse™ has no practical ability to restrict all conduct, communications or content which might violate these Terms and Conditions prior to its transmission on Intelliverse™'s systems, and because Intelliverse™ cannot ensure prompt removal of any such communications or content after transmission or posting, Intelliverse™ does not assume liability to you or others for any failure to enforce the terms of these Terms and Conditions.

**Incorporation of Tariff.** You acknowledge that Intelliverse™'s network carriers may provide certain long distance and other telecommunications services to Intelliverse™ for use by you as a part of the Service. You agree that the terms and conditions (excluding rates and charges) of the applicable FCC Tariffs, as modified from time to time, are incorporated by reference and made a part of this Agreement. You agree to be bound by the terms and conditions of the Carriers' Tariffs with respect to the interexchange services portion of the Service.

**Arbitration and Governing Law.** Any dispute arising out of or related to these Terms and Conditions or the use of the Service by you (or by another person using your Service account, with or without your permission) shall be submitted to binding arbitration before the American Arbitration Association in Atlanta, Georgia. You agree that all arbitration proceedings shall be before one arbitrator in Atlanta, Georgia, and you waive any objections that might otherwise be available based on improper venue or forum non conveniens. Discovery appropriate to the dispute between the parties and the desire of the parties for a prompt and efficient resolution of the dispute will be permitted. The arbitrator will be bound by these Terms and Conditions and applicable law, and the decision of the arbitrator will be binding on Intelliverse™ and you. The arbitrator will have the power to award costs and expenses (including attorney's fees) to the prevailing party. The arbitrator's decision may be enforced in any court of competent jurisdiction. These Terms and Conditions shall be governed by the laws of Georgia applicable to agreements entered into and performed wholly in Georgia.