

# Excalibur Communications SUBSCRIBER AGREEMENT

Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ Prov/State: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Terms of Agreement:**

**INTRODUCTION:** Excalibur Communications provides interactive voice response services throughout Canada and United States through our '800' number ad response system. The toll free numbers are available 24 hours a day, providing recordable message boxes for information, and collects data about any inbound calls to those boxes (home codes).

**LENGTH OF TERM:** Month to month, and either party may cancel at any time by written notice to the other party.

**FEES:**

Initial setup and programming – includes Exclusive 800 number, freed or standard service, User Guide, Audio E-Leads, Audio E-Ads, access to E-Web, E-Voice – text to voice tool, Unlimited Codes, Ad Tracking, Web Access to ad tracking data, toll free customer support, e-mail newsletter, targeted marketing campaigns with ad copy examples, access to Library of professional scripts, special reports/white papers PDF file on CD, copy of "Excalibur's Real Estate Agents Success Tool Kit" CD and coaching.	<b>\$29.95</b>
Monthly usage – .25 cents per connect minute of usage, prorated in 6 second increments.	<b>.25</b>
A monthly standby fee of \$12.95 per month, which will be waived in each month connect minute charges exceed \$50.00 for the month.	
All fees are subject to applicable taxes.	

**BILLING PROCEDURE:** Excalibur Communications will bill automatically to your credit card as listed below. All accounts will be debited between the 1st and the 5th of each month (initial setup and programming fee billed to credit card at time of sign up). Subscribers will receive a faxed or emailed Billing Summary Report at the end of each month. The billing period is from the first day to the last day of each calendar month. Subscriber services will be suspended if payment is not received by the 15th of the month following the month in which services were rendered.

**LIMITED WARRANTY:** Excalibur Communications shall make its best effort to provide consistent, uninterrupted and error-free services to the Subscriber, but liability for failure to do so shall be limited to a prorated refund of any fees paid by Subscriber for the period of interrupted or erroneous service. Such warranty shall not apply to de minimis inconsistencies, interruptions or errors. In no event shall Excalibur Communications be liable to the Subscriber or any other person for any special, incidental or consequential damages of any kind, including, without limitation, loss of profits or cost of replacement services.

This agreement shall be binding upon the parties, their successors, assigns and personal representatives. This agreement shall be enforced under the laws of the Province of British Columbia. This is the entire agreement. Signed the day and year written below:

\_\_\_\_\_ Date  
Subscriber Signature

**Credit Card #:** \_\_\_\_\_ **Expiry Date:** \_\_\_\_ \_\_\_\_ Visa \_\_ MC \_\_ AMX \_\_

I hereby authorize Excalibur Communications Canada Inc. to charge my credit card for all services rendered under this agreement, beginning on the date above and continuing until cancelled by me in writing as described above.

\_\_\_\_\_ Please print name on Credit Card  
Authorized Signature required

**Excalibur Communications** Suite 101 – 755 Queens Ave. Victoria, BC, V8T 1M2  
Phone: 1 888-302-6593 Fax: 1 888-868-6464 Email: [support@excal-com.com](mailto:support@excal-com.com)

**Office use**

HM				
Approval #	1- 800#	User ID	Password	Codes: from # to #