

roscoEdirect

Account Activation Form

Customer Information:

Business Name: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Business Phone Number: _____ Fax Number: _____

Contact Name: _____ Title: _____

Email Address: _____ Mobile Number: _____

Account Registration:

Select a User Name: _____
(Must begin with a letter and be 6-50 characters in length. It may contain letters and numbers.)

Select a Password: _____
(Must begin with a letter and be 6-32 characters and must contain at least one number)

Username and password are required for enrollment and may be changed after account is activated. The username and password for eZ Direct Mail are independent of your Roscoe Direct username and password.

Billing Information:

Please bill my monthly recurring fees to:



Name as it appears on the card: _____

Credit Card Number: _____

Expiration Date: _____ Card Verification Number: _____



Billing Address: _____

City: _____ State: _____ Zip: _____

Monthly Access & Set Up:

Customer agrees to pay Roscoe Direct: (i) a one-time set up/design fee of specified amount listed below (includes online order account licensing); (ii) a per piece price as indicated under PRICING, for printing, postage and a standard mailing list; (iii) Optional Custom List and related research services as requested by Customer, billed monthly at the rates listed under ADDITIONAL FEES; and (iv) a membership fee of \$9.95 per month. Minimum contract term is 12 months. Customer will enter address (es) (Radius/B2B Programs) using their login and password at the URL link provided upon acceptance of this Agreement. For the Radius/B2B Program, Roscoe Direct will mail a minimum of 50 closest available to one address, a personalized mail piece according to the customer approved artwork. For the New Neighbor/Birthday Programs, Roscoe Direct will mail the maximum quantity indicated within the radius indicated based on one address. Customer authorizes Roscoe Direct to automatically bill the above charge card periodically as fees become due. Any subsequent changes to the artwork will be charged at \$95 per change. Set-up/Design fee and first month's membership fee of \$9.95 will be processed with receipt of this Enrollment Form and is considered earned at time of payment, and non-refundable for any reason. Membership is considered active during the design process

Contract Terms:

All contracts are for a minimum of 1 (one) year. After initial year, contract will automatically be renewed on a month to month basis and continued until cancelled with 30 days written notice from customer. Cancellations must be submitted via certified mail to Roscoe Direct, LLC. In the event you have entered an invalid address on the jobsite entry URL, the job may not be fulfilled and you will not be charged for that job. If you do not obtain permission from the customer to use their information in the mail piece, do not submit that job to us for fulfillment.

1. Use of Software: All and any software is made available by Roscoe Direct, LLC for you to use solely in accordance with the Terms of Usage. You may not reproduce, modify, distribute, or otherwise make available the software to any third party. Further, you may not use the software in a service bureau or other similar manner for the benefit of any third party. Any use of the software not in accordance with the TOU is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. Without limiting the foregoing, copying or reproduction of the software to any other server or location for further use, reproduction, or redistribution is expressly prohibited.

2. Disclaimers; Liability: Although Roscoe Direct, LLC believes that the Site, the Content, and the Services are reliable and fully available, Roscoe Direct, LLC makes no guarantees with respect to any of the foregoing. Consequently, THE SITE, THE SOFTWARE, AND ALL OTHER CONTENT AND SERVICES ARE PROVIDED "AS IS" AND Roscoe Direct, LLC HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SITE, THE SOFTWARE, AND ALL OTHER CONTENT AND SERVICES, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY (WHETHER EXPRESS, IMPLIED, OR STATUTORY), FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

FURTHER, Roscoe Direct, LLC DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE OF THE SITE OR THE SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE AND DOES NOT WARRANT THAT THE OPERATION OF THE SITE, THE SERVICES, OR ANY OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. Roscoe Direct, LLC EXPRESSLY DISCLAIMS ANY WARRANTIES NOT STATED HEREIN. To the maximum extent permitted by applicable law, in no event shall Roscoe Direct, LLC (including its directors, officers, employees, and agents) be liable for any damages (including any special, direct, indirect, incidental, exemplary, or consequential damages, expenses, lost profits, lost savings, business interruption, lost business information, or any other damages arising out of the use or inability to use the Site, the Services, or any of the software) even if Roscoe Direct, LLC has been advised of the possibility of such damages. You acknowledge that the applicable fees and prices reflect this allocation of risk. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply. If the foregoing limitation of liability is not enforceable for any reason, then in no event shall Roscoe Direct, LLC's liability to you for any matter arising under or relating to your use of the Site, the Content, or the Services exceed the total amount you paid to Roscoe Direct, LLC with respect to the particular Services giving rise to the claim.

3. User Information: As part of your use of the Site, you may provide certain information to Roscoe Direct, LLC or other users of the Site. Except for applicable credit card and related information, any information or material you transmit to the Site or otherwise provide to Roscoe Direct, LLC is considered non-confidential and non-proprietary and Roscoe Direct, LLC has no obligations of confidentiality with respect to the same. You acknowledge and agree that you are solely responsible for the accuracy and content of all information provided by you.

4. Billing: When you place an order or enroll for services that require payment, the credit card listed on the front of this agreement will be charged accordingly. Financial transactions will be recorded in your online account. Your Login ID and Password provides you with access to your account and your confidential information. You are entirely responsible for maintaining the confidentiality of your Login ID, Password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. Roscoe Direct, LLC will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Roscoe Direct, LLC or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder. Orders are billed according to arrangements determined by your enrollment and/or company mailing program. Your credit card will be billed for any charges that are your responsibility. Roscoe Direct, LLC makes every effort to ensure accurate pricing, but pricing errors may occur. By submitting an enrollment or order you agree to pay the price in effect for the applicable Service you are ordering. For pricing questions please contact us within 60 days of the applicable enrollment or order placement. **Please review your order information carefully before placing your order. Once placed, orders cannot be changed or cancelled.**

Customer agrees to hold Roscoe Direct, LLC harmless from any loss incurred as a result of this program. Roscoe Direct, LLC shall not be liable for any consequential damages or loss of potential business and total liability shall not be greater than the amount paid to Roscoe Direct, LLC for the Neighborhood marketing programs. Customer's sign-off on the final proof indicates they have received all appropriate permission to use any all graphics and logos in their mail piece and indemnify Roscoe Direct, LLC from any liability including that related to copyright, trademark, privacy, etc. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY OR ANY OF THEIR OFFICERS, DIRECTORS OR MANAGERS, EMPLOYEES, SHAREHOLDERS OR MEMBERS, OR REPRESENTATIVES BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF GOODWILL IN ANY WAY RELATING TO THIS AGREEMENT OR THE STATEMENT OF WORK OR THE PERFORMANCE OR NONPERFORMANCE OF ANY SERVICES, INCLUDING THE FAILURE OF ESSENTIAL PURPOSE, EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

By signing this contract, I authorize Roscoe Direct, LLC to charge my credit card for all orders placed online using my Username and password. I understand that these charges will appear on my credit card and are non-refundable and non-cancelable. I understand that the amount charged will be based on the size of the mail piece ordered as well as the number of pieces that I input as a maximum quantity. In the event fewer names are available as a result of the selected criteria, I agree that I will be billed for a lesser amount than ordered.

Customer Name _____ Title _____

Customer Signature _____ Date _____

Check this box if you are filling out and EMAILING the electronic form. By typing in your name and checking this box you acknowledge this as your electronic signature.