



Dynamic Interactive Voice Broadcasting Order
16842 Von Karman Ave. Suite 475 Irvine, CA 92606

CUSTOMER SERVICE AGREEMENT

CUSTOMER (Legal Name):

Customer's Contact Person:

Street Address:

City, State, Zip:

Country:

Phone Fax

Email

Dynamic Inter. Sales Rep:

Dial Package Requested:

Table with 3 columns: Quantity, Rate**, Total Amount. Includes dollar signs in the Rate and Total Amount columns.

** Per Minute or Per Message (circle one)

Dial Type Requested (check "√" one)

- Live Answer Calls
Voice Mail Calls
Live and Voice Mail Calls

Would you like a live transfer option? Yes No (circle one)

Telephone number to direct calls to:

Source of telephone message (check "√" one)

- Dynamic Interactive will assist
Recorded by Customer via telephone
Customer's wav or mp3

Is the Customer providing the telephone list? YES NO

IF NO, Customer represents the following:

(check "√" at least one)

- Customer is a tax-exempt or nonprofit organization
Calls are not to solicit investment in or purchase of a product or service

IF YES, Customer represents the following:

(check "√" at least one)

- Telephone numbers do not include any residential lines
Customer is a tax-exempt or nonprofit organization

If none of the above are checked, then:

(check "√" all that apply)

- Calls are not to solicit investment in or purchase of a product or service
Calls are to solicit investment in or purchase of a product or service, but to persons that have given Customer permission in writing to receive the solicitation, or who voluntarily purchased or entered into a transaction with Customer within 18 months of the date of the call, or who has inquired about Customer's products or services within 3 months of the date of the call.

Customer also represents that no person to be called has made a Customer-specific do-not-call request, or has registered his or her telephone number on a do-not-call registry of the U.S. or the state in which he or she resides.

Payment: The total Amount due \$ will be paid by: (check "√" all that apply)

- Wire Transfer (preferred) Check, drawn on U.S. bank
MasterCard Visa American Express

Card Number

Expiration Date (mmyy) cvv

Name on Card

Billing Address

City State Zip

Signature of Cardholder:

The undersigned, as or for Customer on whose behalf the undersigned is authorized to bind, agrees to abide by all the terms and conditions of this Customer Service Agreement, including the following Terms and Conditions which are incorporated herein by this reference All Sales are final no refunds are granted.

Authorized Signature Date

Print Name Phone Number

TERMS AND CONDITIONS

1. This Customer Service Agreement (this "Agreement") consists of the information appearing on page 1 hereof and the following Terms and Conditions. Dynamic Interactive Corp. ("Dynamic Interactive" or "we" or "us") will provide telecommunications services ("Services") specified in this Agreement to the Customer identified on page 1 hereof (and the person who signed this Agreement on page 1 hereof, individually and collectively, the "Customer" or "you") in exchange for payment based on the rates specified herein, and the promises contained in this Agreement.

2. By signing this Agreement: you represent and warrant to us that you are at least eighteen (18) years of age or, as applicable, the age of majority in the state or province or commonwealth in which you reside and that you possess the legal right and ability to enter into this Agreement; you authorize Dynamic Interactive to debit the credit card or debit card account for payments for the Services; you represent and warrant that you are the authorized signer on this account and personally guarantee payment to Dynamic Interactive to perform verification of funds with my financial institution and any other credit investigation deemed necessary. Prepayment is non-refundable and must be used for Services.

3. The provision of Services under this Agreement is subject to advance payment by Customer. Charges on your account will be deducted as and when Services are provided from any prepayment made to Dynamic Interactive. Dynamic Interactive may cancel or re-schedule orders if Dynamic Interactive determines, in its sole discretion, that Customer's financial condition or previous payment record warrants such change. Prepayments and credits on file with Dynamic Interactive expire 365 days after payment and cannot be used thereafter.

4. Customer must notify Dynamic Interactive of any charge disputed in good faith, with supporting documentation, within thirty (30) days from the date of payment to Dynamic Interactive, or Customer will be deemed to agree to such charges and no adjustments to charges or charge-backs will be made. Customer shall continue to be responsible to pay for the undisputed charges on the invoice by the due date.

5. Customer shall pay any collection charges or other expenses, including reasonable attorney's fees, incurred by Dynamic Interactive to collect any sums due under this Agreement.

6. Customer shall pay, and gives Dynamic Interactive the right to collect in arrears, all sales, use, excise or other taxes, fees or charges of any nature whatsoever, now or hereafter imposed or assessed on Dynamic Interactive, by any U.S. government taxing authority upon or with respect to the Services provided.

7. Either party may terminate this Agreement at any time, provided you will remain responsible for payment of Services rendered prior to the effective date of termination. Dynamic Interactive may terminate this Agreement and/or suspend the provision of Services immediately for illegal, fraudulent or improper use of the Service (including without limitation Customer's use of the Services in contravention of Paragraph 9), or for non-payment, or if you violate any term(s) of this Agreement including any provisions expressly incorporated herein. Dynamic Interactive will not be liable to you or any third party should we exercise our right to discontinue Services, in whole or in part, or terminate this Agreement.

8. Customer agrees not to transmit content through use of the Services that is unlawful, threatening, abusive, harassing, libelous, deceptive, fraudulent, invasive of another's privacy, vulgar, obscene or otherwise contains objectionable material of any kind or nature. Customer is responsible for maintaining the confidentiality of, and shall not transfer sell or assign, access numbers, pass codes and user names provided by Dynamic Interactive solely for use by Customer.

9. It is the sole responsibility of Customer to use Services in accordance with all applicable local, state, federal and foreign laws and regulations, including but not limited to, laws and regulations pertaining to telemarketing and personal data privacy. Customer acknowledges that the advertising of goods, products or services by the transmission of unsolicited voice messages may be in violation of Federal, State, and foreign laws and regulations (including, without limitation, the U.S. Telephone Consumer Protection Act of 1991, as amended) (Collectively, "Applicable Laws") and may subject the advertiser to penalties. Customer also agrees to comply with Dynamic Interactive privacy policies (located at www.dynamicic.com) and terms of service (located at www.dynamicic.com) which are incorporated herein by this reference, as such policies may be amended from time to time. Compliance with this Paragraph requires, among other things, that all messages sent via the Services, in whatever medium, contain the valid name and required contact information for Customer, and that Customer shall comply promptly with any "do not call" or "do not send" request.

10. You agree to indemnify and hold harmless Dynamic Interactive and its directors, officers, employees, attorneys, and agents (each such person, including Dynamic Interactive, an "Indemnitee") from and against any losses, claims, damages and liabilities, joint or several (collectively, the "Damages"), to which such Indemnitee may become subject in connection with or otherwise relating to or arising from the Services (including, but not limited to, any breach of any of Customer's obligations or inaccuracy of any of Customer's representations hereunder or violation of or alleged violation of any applicable laws or regulations with respect to the Services, included but not limited to, any claims that Customer's use of the Services violated the rights of any third party (including those claims relating to the content provided by Customer or Dynamic Interactive use of Customer's telephone lists on behalf of Customer) or claims relating to the transmission of a telephone solicitation to a residence telephone or for any errors in data or distribution information provided by Customer), and to reimburse each Indemnitee for all fees and expenses (including the fees and expenses of counsel) as incurred in connection with investigating, preparing, pursuing or defending any threatened or pending claim, action, proceeding or investigation (collectively, the "Proceedings") arising therefrom, whether or not such Indemnitee is a formal party to such Proceeding.

11. In the event Customer utilizes Services to conduct telemarketing activities or disseminates materials offering the availability of goods or products or services, Customer specifically warrants to Dynamic Interactive (i) that it will undertake all required actions necessary to comply with applicable federal, state or foreign "Do Not Call" and telemarketing registration statutes and regulations and (ii) Customer will not utilize the Services in a manner which results in a violation of any applicable laws or regulations with respect to such Services.

12. Dynamic Interactive disclaims any and all warranties, whether express or implied, relating to the services, including but not limited to warranties of merchantability or fitness for a particular purpose.

Dynamic Interactive' total liability for damages arising out of or relating to the services or this agreement, whether to customer or any other party and regardless of the form of action, is limited to an amount equivalent to the charges by Dynamic Interactive to customer for the particular service performed by Dynamic Interactive during the six (6) month period immediately prior to the date of event, act or omission giving rise to the liability.

13. In no event shall Dynamic Interactive be liable for any special , indirect, incidental or consequential damages (including but not limited to loss of profit or other monetary loss; loss or interruption of data or computer time; alternation or erroneous transmission of data; accuracy of data; unauthorized access to or use of data processed or transmitted by, to, or through the service; program errors; or patent, trade secret or copyright infringement) even if Dynamic Interactive is advised in advance of the possibility of such damages.

14. **ARBITRATION.** Dynamic Interactive and you (referring to the individual executing this agreement in his/her individual capacity) and the Customer (such references include our respective subsidiaries, affiliates, predecessors in interest, successors and assigns) agree to arbitrate all disputes and claims arising out of or relating to this Agreement between Dynamic Interactive and you and/or the Company. In no event may demand for arbitration of a claim, dispute or other matter in question be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitation. All issues are for the Arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this Agreement. The arbitration shall be governed by the Commercial Dispute Resolution Procedures of the American Arbitration Association. ("AAA"), as modified by this Agreement, and shall be administered by the AAA. The AAA rules are available at www.adr.org. You and the Company agree that by entering into this Agreement you and/or the Company and Dynamic Interactive are waiving the right to a trial by jury. All hearing conducted as part of the arbitration shall take place in Orange County, California. **YOU, AND/OR THE COMPANY, AND DYNAMIC INTERACTIVE MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR, THE COMPANY'S OR DYNAMIC INTERACTIVE'S INDIVIDUAL CAPACITY,** and not as a plaintiff, defendant, or class member in any purported class or representative proceeding. Further, you and the Company agree that the arbitrator may not consolidate proceedings or more than one individual's or entity's claims, and may nor otherwise preside over any form of a representative or class proceeding. The parties agree to the following Submission to Jurisdiction. The parties hereto irrevocably and unconditionally (i) agree that the sole and exclusive venue for any suit, action, or other legal proceeding, including enforcement of the arbitration award, arising out of or relating to this Agreement or any other agreement, document or instrument delivered pursuant to, or in connection with this Agreement shall be solely and exclusively brought and maintained in courts of appropriate subject matter jurisdiction sitting in Orange County, California (either (1) in federal court, United States District Court, Central District of California, Southern Division (Santa Ana Courthouse – Ronald Regan Federal Building and U.S. Courthouse) or (2) in the Superior Court of California, County of Orange, Central Justice Center (Santa

Ana)); (ii) consent to the jurisdiction of each such court in any such suit, action or proceeding; and (iii) waive any objection which it or they may have to the laying of venue of any such suit, action, or proceeding in any of such courts.

15. General.

(i) This Agreement in no way confers any rights upon, or imposes obligations on either of the parties toward, any third party, including but not limited to any recipient of messages transmitted through the Services.

(ii) The pricing terms referenced herein shall be considered confidential information of Dynamic Interactive. Customer agrees not to disclose such confidential information to any third parties.

(iii) This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous negotiations and agreements between the parties concerning its subject matter. This writing is intended as the final, complete and exclusive statement of the terms of the Agreement between the parties and cannot be changed or terminated orally. This Agreement represents the final written expression of the understanding reached at arm's length between the parties, and neither party shall be construed as the draftsman of this document.

(iv) If any provision of this Agreement, or part thereof, is declared invalid, void or otherwise unenforceable, such provision or part thereof shall be deemed severed from this Agreement and every other provision of this Agreement shall otherwise remain in full force and effect. If any provision is held invalid as to duration, scope, activity, or subject, such provision shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with applicable law.

(v) No consent to or waiver of any breach or default in the performance of any obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance of the same or any other obligation hereunder. Failure on the part of any party to complain of any act or failure to act of the other party, or to declare any party in default, irrespective of the duration of such failure, shall not constitute a waiver of rights hereunder, and no waiver hereunder shall be effective unless it is in writing and executed by the party waiving the breach or default hereunder.

(vi) This Agreement shall be governed by the law of the State of California without consideration to its choice of law provisions (and excluding application of the United Nations Convention on Contracts for the International Sale of Goods).

(vii) Contractor may not assign or transfer any of its rights or delegate or pledge any of its duties hereunder without prior written consent of Company. Any attempted assignment or transfer in violation of this provision shall be void.

(viii) This Agreement shall be binding upon and inure to the benefit of the parties' successors, legal representatives and permitted assigns.

(ix) The terms of the following paragraphs shall survive any termination of this Agreement: 2, 5, 6, 8-15.

(x) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Initials: _____