

## 300 E Royal Ln, # 127, Irving, Texas 75039 | www.bluemailmedia.com | 1-888-494-0588

#### Terms and conditions

#### 1. Payment։

- 1.1. Payment can only be made through Check or Wire Transfers.
- 1.2. Client will make upfront payment to Blue Mail Media Inc. for the List Acquisition.
- 1.3. For the Data Hygiene solutions, Blue Mail Media Inc. will raise an invoice upon project completion
- with details about the accounts and contacts appended. Payment will be due prior to delivery.

  1.4. The remaining balance, if any, is payable by Client prior to delivery. At any time during this service,
- 4. The remaining balance, it any, is payable by Client prior to delivery. At any time during this service, Client can pay the remaining balance, if any and take the delivery of the remaining marketing database.

#### 2. Quality assurance:

- 2.1. For DemandNXT solutions, deliverable leads will be predetermined and mutually agreed upon by Blue Mail Media Inc. and the buyer. The definition of a "lead" will also have to be established and
- documented prior to sign up. 2.2. CustomPro and Data Hygiene solutions come with 85%+ and (60-80%) delivery and accuracy guarantees respectively. Undeliverable (hard bounce) emails and inaccurate contacts will be replaced
- when brought to attention within 30 days from the date of delivery of the respective solution. 2.2.1. In the event of unavailability of data for the pre-set requirement criteria replacements; the
- requirement criteria can be expanded to acquire replacements.

### 3. Dispute Resolution

- 3.1. Indemnity: Either party\* hereby agrees to indemnity, defend and hold harmless the other, it's agents, trustees and employees from any and all liability! loss, damage and expenses (including, but not limited to attomey tees) that either party may suffer as a result of claims, demands, costs of judgments which may be made or instituted against the other or its agents, trustees and employees as a result of other party's negligence, action, failure to act that might give her to such liabilities.
- 3.2. In case of any disputes controversy, claims or breach arising out of or in relation to this purchase including disputes regarding interpretation, construction, existence and validity thereof, between the parties (hereinafter collectively referred to as Disputes), the parties shall first attempt to resolve the
- Dispute through mutual discussions.

  3.3. In case the parties fail to resolve the Dispute through the aforementioned manner within a period of fifeen (15) days of such meeting of the parties then such Disputes, shall be referred to Arbitration by an approximation of the parties issuing the same to the other. A sole Arbitration by mutually appointed by parties to resolve such disputes and the seat of Arbitration shall be Irving, TX, USA. All Arbitration proceedings for the disputes between the parties shall be in accordance with the provision of The Arbitration and Conciliation Act, TX. The Award passed by the Arbitrator shall be provision of The Arbitration and Conciliation Act, TX. The Award passed by the Arbitrator shall be

\*Party/Parties imply Blue Mail Media Inc./Client or the two collectively.

final and binding on the parties.

# End of Document



Drafted and approved by: Lance Rogers, Sales Manager – Blue Mail Media Inc.

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Client Details | Flynet limited

Flynet Limited | King William House | Cambridge UK | CB25 0DU

## Solution Provided: CustomPro

P:+1 617-778-7259/+44 3333 110 370 | W: www.flynetviewer.com | E: rhiannon.dakin@flynet.email

✓ Custom built list validated & qualified value of the securacy contacts data coverage

<b>y</b> evenue		Number of Employees	
Industry Code (SIC/NAICS)		Ausnpul	Company Website
Mork Address		Mork Phone	Work Email
Company		ə[ <b>11</b> ]	Contact Name
	isil adt ni bara	*41 J	
Oz sasu bnamed no ta			3. Open Text Terminal I
Web Passport Users 1,250	<del>1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 </del>		1. Attachmate Micro Fo
List Breakdown			
00.002,2,2	Price (in USD)	3,260 contacts	əziş şsij
Pricing			
		*CVDMs- Chief, VP, Director, Manager	
Terminal Emulator and IBM Host Op Demand			
Job Functions/Titles: IT CVDMs* & CVDs*  Requirement: Businesses using Attachmate Microfocus Reflection, Rocket Web Passport, Open Text			
Geo: UK			
CustomPro List Building Critteria			

End of Page 1. Terms & Conditions on page 2.

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