



## TELEPHONE, CELLULAR, FAX, EMAIL, & SENSITIVE DATA WAIVER

**CUSTOMER RESPONSIBILITIES:** You agree that it is your responsibility to understand and comply with all federal, state, and local laws, including, without limitation, (a) The Telephone Consumer Protection Act, (TCPA) of 1991, (landline and mobile telephone); (b) CAN SPAM ACT OF 2003, (business and residential email) (c) The Junk Fax Protection Act of 2005; (d) along with any rules or regulations from the Federal Communications Commission (FCC). You agree to indemnify and hold Dataman (Dataman Group, Inc) harmless against all claims based in whole or part on your or the end user's failure to comply with these laws. You further acknowledge your understanding that some of the phone numbers you will receive from Dataman will be listed on a State, National or Local Do Not Call Registry and that you warrant that you will only make calls permitted by law.

**SENSITIVE DATA & ETHICAL BUSINESS PRACTICES:** You agree to comply with the Direct Marketing Association's Guidelines for Ethical Business Practice's which outline generally accepted principles of conduct. All offers should be clear, honest, and complete so that the consumer may know the exact nature of what is being offered. Disparagement of any person or group on grounds addressed by federal or state laws that prohibit discrimination is unacceptable. Solicitations should not be sent to consumers that are considered to be vulgar, immoral, profane, pornographic, or offensive in any way. Sensitive data should not be made available for offers that imply credit approval, that reveal list selection, or imply individual knowledge of the recipient. Such examples are "You are pre-approved", or "because you have a child." Sensitive data offers should be approved only for invitations to apply for credit, or when the selection criteria is presented as a question or possibility, such as "Are you or anyone in your household Hispanic" or "you may be able to improve your mortgage rate." Client will not in any direct mail solicitation, telephone solicitation or email utilizing licensed data, refer to any selection criteria or any presumed knowledge about the recipient.

**LIMITED LICENSE:** You have a limited license to use the data you have ordered in accordance with these terms and conditions along with any additional terms appearing on any related invoice. If you are a reseller, you are authorized to resell the data to a single end user, after which you agree not to retain any portion of the data. For the single resale, you agree not to sell, sublicense, transfer or otherwise make available any portion of the data to anyone outside of your business organization.

**EXCLUSIVE LIMITED WARRANTY:** Dataman's databases come from various sources and where appropriate data is verified. Dataman cannot and does not assume any liability for the correctness or comprehensiveness of the data. This warranty is a limited warranty and Dataman makes no other warranties, express or implied, including without limitation, any express or implied warranties of merchantability or fitness for a particular purpose. In no event shall Dataman be liable for lost profits, consequential, incidental, or special damages, or other claims of a similar nature. If this limited warranty should fail of its essential purpose, and in all other cases, Dataman's entire liability shall be limited to the amount received by Dataman on account of your purchase of the product.

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Customer Signature

\_\_\_\_\_  
Dataman Group, Inc. Signature

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Name & Title

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

Dataman Group, Inc

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date