



Commonwealth of Virginia
Virginia Information Technologies Agency

FAX BROADCASTING SERVICES

Date: August 28, 2009

Contract #: VA-080509-PIPS

Authorized User: State Agencies, Institutions, and other Public Bodies
as defined in the *Code of Virginia*

Contractor: Protus IP Solutions
2379 Holly Lane, Suite 210
Ottawa, Ontario
Canada, K1V7P2

Contact: Chris Hodgins/Carol Hayes
Phone: 888-733-0000
Email: caroldhayes@comcast.net

FIN: 98-0561539

Term: May 9, 2009 – September 30, 2009

Payment: Net 30 days

For Additional Information, Please Contact:

Technical Information:
Supply Chain Management
Virginia Information Technologies Agency

Greg Searce
Phone: 804-416-6166
E-Mail: gregory.searce@vita.virginia.gov
Fax: 804-416-6361

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.vita.virginia.gov/procurement/contracts.cfm>



May 1, 2008

John Tackley
Virginia Information Technologies Agency
Supply Chain Management
11751 Meadowville Lane
Chester, VA 23836



CONTRACT
VA-080509-PIPS

Dear John,

Protus IP Solutions is pleased to submit to you its Pricing Agreement to address VITA's faxing requirements. This document describes our understanding of VITA's requirements, the MyFax solution that satisfies these requirements, and corresponding pricing.

Virginia Information Technologies Agency Requirements

- Fax broadcasting to lists via Protus Fax Broadcast
- Delivery and Non-delivery notices required
- Inbound and Outbound Desktop faxing via MyFax

MyFax and Protus Fax Broadcast Solution

Users	Type of Service	One-time Port Fee (per user)	Monthly User Fee (per user)	Monthly Pages Fee (US/Canadian Destinations)
0	Inbound	\$17.00	\$4.00	\$.08
1	Outbound	N/A	N/A	\$.08

All prices quoted in U.S. dollars. This Pricing Agreement is Protus CONFIDENTIAL and valid through May 31, 2008. This pricing is guaranteed for the term of this Agreement. The term of this Agreement will commence on date of signed acceptance below and will continue for a period of one (1) year ("Initial Term").

You may at anytime terminate this Agreement without cause with thirty (30) days prior written notice.

This document combined with the MyFax Terms & Conditions found at: www.myfax.com, serves as the entire agreement between us. By signing this Pricing Agreement and accepting the Terms and Conditions in our welcome email, you warrant that you have the authority to bind your company to both documents.

Thank you for the opportunity to deliver our MyFax service to VITA. We are committed to delivering the best service at the most competitive price. If you have any questions or concerns regarding this Agreement, please contact Gary Oppenheimer directly at 973-409-4093.

Yours truly,
Chris Hodgins

Virginia Information Technologies Agency

Account Manager
Protus IP Solutions


Signature
Director Finance & Administration
Title
jim.roberts@vita.virginia.gov
Email Address



faxing simplified. anytime. anywhere.

United States/Canada [change]

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Terms and Conditions



1. SCOPE OF AGREEMENT

The services that Protus® IP Solutions provides to you are subject to the following Terms of Use ("Terms"). Protus may automatically amend this Agreement at any time by (a) posting a revised Customer Agreement on the Protus Websites, and/or (b) sending information regarding the amendment to the email address you provide to Protus.

YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE PROTUS WEBSITES TO OBTAIN TIMELY NOTICE OF SUCH AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SERVICES AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU. Otherwise, this Agreement may not be amended except in writing signed by both you and Protus.

The most current version of the Terms can be reviewed by clicking on the "Terms and Conditions" hypertext link located at the bottom of our Web pages.

If you are registering on behalf of a corporation you warrant that you have the authority to bind the corporation. You may also have a signed "Pricing Proposal" document which is expressly incorporated herein, and which in conjunction with the Terms and Conditions comprises the entire Agreement between Protus and your corporation. The "Pricing Proposal" may contain different or additional terms which supersede any terms in this document.

2. DESCRIPTION OF SERVICES.

Through its network of Web properties, Protus provides you with access to a variety of fax, voice, voicemail, PBX, web and messaging services (the "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the Terms.

3. NO RESALE OF SERVICES.

Your right to use the services is personal to you and you agree not to resell the use of the Services.

4. PRIVACY AND PROTECTION OF PERSONAL INFORMATION.

See the [Privacy Statement](#) for disclosures relating to the collection and use of your information.

5. DATA PROTECTION AND STORAGE OF MESSAGES

While your account is active, Protus will store fax or voice messages received through your Protus account for a period of up one year, in each case measured from the date of receipt of such message. Protus shall maintain administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Customer information in its possession. Customer acknowledges that Protus may change its practices and limitations concerning storage of messages, at any time and that notification of any such changes will be posted on Protus' website. Customer further agrees that this feature is provided as a convenience to Customer only and Protus has no responsibility or liability whatsoever for the deletion, loss, disclosure of, or failure to store, any messages and/or other communications maintained or transmitted by the Services.

6. CHARGES.

**LIVE SALES CHAT**

>> CLICK FOR HELP

Call us toll free:
1-866-378-2373

Local & International:
Call 613-216-1106

"We believe you have a superior product and [we] are rapidly spreading the word to our colleagues and friends. Glad we discovered your superior service - you are a boon to the industry."

S. Findlay
Paralegal
Patient Advocacy LLC

You agree to pay all charges for your use of Protus Services at the prices then in effect for your country of residence. All charges will be exclusive of value added ("VAT"), sales or other taxes, except as required by law. Protus reserves the right to change prices or institute new charges for access to or use of Protus Services unless you have a signed "Pricing Proposal". All changes will be posted by Protus at the Protus websites and you are responsible for regularly reviewing such pricing information to obtain timely notice of such changes. Continued use of Protus Services or non-termination of your Protus account after changes are posted constitutes your acceptance of the prices as modified by the posted changes. Per page prices are based on a 60 second transmission time; pages that take longer to transmit may be charged as multiple pages. Protus reserves the right to charge a premium on all mobile, cellular, digital, special service numbers, and / or PCS international terminating traffic, as well as the right to adjust any rate to reflect charges in international tariffs, regulatory requirements, taxes, levies or other third party levies. Charges for Services may include Activation, Monthly Subscription, and Usage Fees.

Your activation fee and monthly service fees are payable in advance and are COMPLETELY NON-REFUNDABLE. Usage charges are charged as and when such charges are incurred or by accumulating such charges (in the sole discretion of Protus).

Payment of your Protus account balance is due monthly and, unless you have a qualified business account, must be made by the credit card designated by you for Protus use and transactions. If your Protus account is a qualified business account and is approved by Protus for corporate billing, charges will be accumulated, identified by Customer identification number and invoiced on a monthly basis.

If you subscribed for a Service pursuant to a special offer granting you a free trial period, your activation fee and initial monthly service fee will BE PRE-AUTHORIZED AGAINST YOUR CREDIT CARD OR DEBIT CARD LIMIT (meaning the amounts pre-authorized will not be considered available credit or debit funds in such account) and will be immediately charged to your credit or debit card, without further authorization from you, upon the expiration of such free trial period, unless you provide prior notice (in accordance with Protus verification procedures, as may be established by Protus from time to time in its sole discretion) that you have terminated this authorization. Such notice will not affect charges submitted before Protus reasonably could act on your notice.

Charges are to be paid on a monthly basis in the currency in which billed. If the payment method for your Protus account is by credit card and payment is not received by Protus from the card issuer or its agents, you agree to pay all amounts due upon demand by Protus. Each time you use Protus Services, or allow or cause Protus Services to be used, you agree and reaffirm that Protus is authorized to charge your designated card. Your card issuer's agreement governs your use of your designated card in connection with Protus, and you must refer to such agreement (not this Agreement) with respect to your rights and liabilities as a cardholder. You agree that Protus may (at its option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that Protus may delay obtaining authorization from your card issuer until submission of the accumulated charge (s). This means that accumulated charges may appear on the statement you receive from your card issuer.

You agree that Protus may submit charges for your usage fees and monthly service fee each month, without further authorization from you, until you provide prior notice (in accordance with Protus' verification procedures, as may be established by Protus from time to time in its sole discretion) that you have terminated this authorization or wish to change your designated card. Such notice will not affect charges submitted before Protus reasonably could act on your notice. If you have any question regarding any charges that have been applied to your account, you must contact Protus' Customer Service Department within 30 days of the charge date. Failure to use your account will not be deemed a basis for refusing to pay any charges submitted by Protus in accordance with this Agreement.

Protus reserves the right to suspend or terminate your Protus account without notice upon rejection of any card charges or if your card issuer (or its agent or affiliate) seeks return of payments previously made to Protus when Protus believes you are liable for the charge. Such rights are in addition to and not in lieu of any other legal rights or remedies available to Protus.

7. MY1VOICE USAGE POLICY

Your use of the Services is subject to your rate plan's telephone minutes. In the event that you have exceeded your rate plan's allotted telephone minutes, you will automatically be charged \$0.05 (or whatever the applicable rate is for your plan) per minute of telephone line usage in excess of your usage limit. Notwithstanding the foregoing, Protus reserves the right to terminate or suspend your account without prior

notice in the event that you exceed your rate plan's allotted telephone minutes. If your service sign-up included a free trial period, and you exceed the allotted telephone usage minutes during the free trial period, Protus, at its sole discretion, may immediately bill you for these overage minutes (minutes in excess of your allotted minutes). Protus may bill you as frequently as it deems necessary during this period, depending on how many overage minutes you use before the end of your free trial period. When calling destinations outside of Canada and the United States (excluding Puerto Rico), international rates apply from the first minute. Contact my1voice customer service for current international rates.

8. MEMBER ACCOUNT, PASSWORD, AND SECURITY.

If any of the Services requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You also will choose a password. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under all fax and phone numbers and by all users associated with your account.

You agree to notify Protus immediately of any unauthorized use of your account or any other breach of security. Protus 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 Protus 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.

9. USE OF SERVICES / CUSTOMER RESPONSIBILITIES

You agree to provide true, current, accurate and complete customer information as prompted by the registration form, and you agree to notify Protus promptly of any changes to this information as required to keep it current, complete and accurate.

You represent and warrant that you are at least 18 years of age or, as applicable, the age of majority in the state or province in which you reside, and that you possess the legal right and ability to enter into this Agreement. You agree to be financially responsible for your use of Protus Services (as well as for use of your account by others, including minors living with you) and to comply with your responsibilities and obligations as stated in this Agreement.

You must (a) obtain and pay for all equipment and third-party services (e.g., telephone equipment) required for you to access and use the Services; (b) maintain the security of your PIN number and other confidential information relating to your account and; (c) be responsible for all charges resulting from use of your account, including unauthorized use prior to your notifying Protus of such use and taking steps to prevent its further occurrence.

You agree to indemnify and hold Protus and its agents harmless from any and all claims, losses, damages, judgments, expenses and costs (including any attorney's fees and expenses) arising out of your use of the service, your violation of the terms of this agreement, and the delivery of any of your documents using the service, or the infringement of any trademark or copyright by you.

10. NO UNLAWFUL OR PROHIBITED USE.

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any Protus server, or the network(s) connected to any Protus server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any Protus server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services. You will not use or register the name Protus or any other trade name or trade mark of Protus without express, prior permission, and you will not obstruct the identification procedures used by Protus in the services.

You represent that the information submitted for transmission via the Protus network for Protus services is for lawful purposes only and that the transmission of messages or files is not in violation of any federal, state or provincial laws or transmit any unlawful, harmful, threatening, abusive, libelous, vulgar, obscene, profane, hateful or otherwise objectionable information of any kind, including, but not limited to, encouraging conduct that would constitute a criminal offense, infringe third party rights, give rise to civil liability or

otherwise violate any local, state, national or other law. You may not use the Services to upload, post, reproduce or distribute, in any way, any information, software or other material protected by copyright or any other intellectual property right without first obtaining the permission of the copyright holder. You agree to comply with all applicable laws, regulations, or conventions including those related to Do-Not-Call provisions, faxing, telemarketing, data privacy, international communications, and export of technical or personal data.

You are fully responsible for the contents of your transmissions through the Services. Protus simply acts as a passive conduit for you to send and receive information of your own choosing. However, Protus reserves the right to take any action with respect to the Services that Protus deems necessary or appropriate in its sole discretion if Protus believes you or your information may create liability for Protus, compromise or disrupt the Services for you or other Customers, or cause Protus to lose (in whole or in part) the services of Protus' ISPs or other suppliers. The Services make use of the Internet for you to send and receive information of your own choosing. As a result, your conduct is subject to Internet regulations, policies and procedures.

Protus has no control of the content of the information passing through the Services

Protus does not:

- Represent or endorse the accuracy or reliability or any opinion, advice or statement made through the Service;
- Assume liability for any harassing, offensive or obscene material distributed through the Service by you or others under your account,
- Assume any liability for any material distributed through the Service by you or others under your account which is distributed in violation of any third party's copyright or other intellectual property right.
- Assume liability for claims concerning unsolicited fax, email or voice messages sent by you or others under your account, including (but not limited to) Telephone Consumer Protection Act of 1991, CRTC 2001-193, FTC regulations, and the Can-Spam Act.

Protus reserves the right at all times to disclose any information as Protus deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

11. OWNERSHIP.

All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the Protus Service are wholly owned by Protus and/or its licensors and service providers except where expressly stated otherwise.

You understand and agree that you are not the owner of any Protus fax or voice number (Protus Number) assigned to you by Protus. Ownership of any such Protus Number is vested solely in Protus (which will assign such number to you for your use during the term of this agreement). You understand and agree that following the termination of your Protus account for any reason, such Protus Number may be re-assigned immediately (although there is typically a transition period) to another customer, and you agree that Protus will not be liable for damages (including consequential or special damages) arising out of any such re-assignment, and you hereby waive any claims with respect to any such re-assignment, whether based on contractual, tort or other grounds, even if Protus has been advised of the possibility of damages.

You further understand and agree that Protus may from time to time need to change the Protus Number assigned to you (whether due to an area code split or any other reason whether outside or within Protus' control). You agree that Protus will not be liable for damages (including consequential or special damages) arising out of any such change in the Protus Number assigned to you, and you hereby waive any claims with respect to any such change, whether based on contractual, tort or other grounds, even if Protus has been advised of the possibility of damages.

You hereby acknowledge and agree that Protus, as owner of all Protus Numbers, has any and all rights to assert any and all legal claims available against any third party as a result of your receipt of any unsolicited faxes, including but not limited to claims under the Telephone Consumer Protection Act of 1991, CRTC 2001 - 193 and to the extent you do have any rights to bring any such claims, you hereby assign any and all such rights to Protus.

In particular, you agree that you are not authorized to charge services provided to you or at your request to

the Protus Number assigned to you by Protus and that you will not request or otherwise cause any third-party service provider to charge any such services to such number. You are responsible for any such charges, and any such charges will give Protus the right to immediately terminate your Protus account without notice.

12. UNSOLICITED TELEMARKETING

The transmission of unsolicited telemarketing phone calls is regulated in the United States under the [Telemarketing Sales Rule](#) and may also be regulated under the laws of a number of other countries, states and provinces. Unsolicited telemarketing through the Services is prohibited and a material violation of this Agreement.

13. UNSOLICITED FAX ADVERTISEMENT POLICY.

The transmission of unsolicited fax advertisements is regulated in the United States under the [Federal Telephone Consumer Protection Act](#) and is also regulated under the laws of a number of other countries, states and provinces. Distribution of unsolicited fax advertisements through the Services is prohibited.

Protus understands that receipt of such faxes can impair your use of our Services. Accordingly, Protus may develop means to prevent the distribution and receipt of unsolicited fax advertisements to our customers. At Protus' option and without further notice, Protus may use technologies and procedures, such as filters, that may terminate such unsolicited fax advertisements without delivering them. You may flag a fax as spam using the tools in MyFaxCentral.

If you believe that you are in receipt of an unsolicited fax advertisement, you should take the following two steps:

- a) If the fax contains a telephone number, fax number, or other contact information to "unsubscribe" from receipt of additional junk faxes, please do so; and
- b) Please go to the following web page to submit a suspect fax to Protus for investigation by inserting the required information and including a copy of the offending fax: http://www.myfax.com/report_fax_spam.asp.

We will investigate your submission and determine if the fax/voicemail number referenced in the spam email or spam fax is a Protus Number. If it is, we will attempt to prevent such faxes from reaching your account.

14. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

THE SERVICES ARE PROVIDED 'AS IS' AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO THE SERVICES OR ANY OTHER PRODUCT, DOCUMENTATION OR SERVICE PROVIDED HEREUNDER OR IN CONNECTION HERewith. PROTUS FURTHER EXPRESSLY DISCLAIMS GUARANTEE OF CONTINUED AVAILABILITY OF THE SERVICE OR ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE TITLE OR NON-INFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO MARKETING LITERATURE OR COLLATERAL OR STATEMENTS REGARDING PERFORMANCE OF THE SERVICES BY PROTUS WHICH IS NOT CONTAINED IN THIS SECTION SHALL BE CONSIDERED TO BE A WARRANTY OR REPRESENTATION, AND SHOULD NOT BE RELIED UPON AND IS NOT BINDING UPON PROTUS.

NEITHER PROTUS NOR ANY OF ITS PARTNERS AFFILIATES OR SERVICE PROVIDERS SHALL BE HELD RESPONSIBLE IN ANY WAY OR BY ANY MEANS, EITHER DIRECTLY OR INDIRECTLY, FOR ANY COMMUNICATIONS OR OTHER DIFFICULTIES OUTSIDE OF PROTUS' OR ANY SUCH PARTNER'S, AFFILIATE'S OR SERVICE PROVIDER'S CONTROL WHICH COULD LEAD TO ANY DELAY, INTERRUPTION OR MISDIRECTION OF FAX VOICE OR DATA DELIVERY SERVICE TO THE CUSTOMER'S EMAIL ADDRESS, PAGER, TELEPHONE OR ANY OTHER RECEIVING DEVICES OR THIRD-PARTY PHONE OR FAX MACHINES, DATA STORAGE AND/OR DELIVERY SERVICES.

The aggregate liability of Protus, its parent, subsidiaries or affiliates, whether for tort (including negligence), breach of contract (including fundamental breach or failure of an essential purpose), misrepresentation or otherwise in respect of a single occurrence or a series of occurrences, shall in no circumstances exceed the amounts paid by Customer to Protus with respect to the Service giving rise to the claim. IN NO EVENT

SHALL PROTUS, ITS LICENSORS OR THE PARENT, SUBSIDIARIES OR AFFILIATES OF ANY OF THEM BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES SUFFERED BY CUSTOMER OR ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF REVENUES OR PROFITS, LOSS OF DATA OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS (INCLUDING WITHOUT LIMITATION, LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, WRONG DELIVERIES, SERVICE INTERRUPTIONS, PERFORMANCE OR FAILURE OF THE INTERNET OR PROTUS' INTERNET SERVICE PROVIDER, OR DELETION OR FAILURE TO SAVE DELIVERIES), EVEN IF PROTUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE.

15. TERMINATION

If you are an Online Subscriber: You may cancel the services at any time by calling +1-613-733-0000.

If you have a signed "Pricing Proposal" the termination provision found in the Pricing Proposal applies.

Protus reserves the right to suspend or terminate services if Protus, in its sole discretion, believes that the service is used for a purpose that is unlawful or prohibited by these terms, conditions, and notices

Protus shall have no responsibility to notify any third party, including any third party providers of services, merchandise or information, of any suspension, restriction or termination of your account. Protus shall have no obligation to maintain any messages or other content in your account or forward any unread or unsent message to you or any third party.

Any termination of your account shall not relieve you from any amounts owing or any other liability accruing under this Agreement prior to the time that such termination becomes effective.

16. JURISDICTION AND GOVERNING LAW

You agree that these Terms shall be governed by and construed in accordance with the laws of the Province of Ontario, and you hereby consent and attorn to the jurisdiction of such province and agree that all disputes shall be tried in the Province of Ontario in the District of Ottawa Carleton. You expressly waive any right, and agree not to have any dispute under the Terms tried or otherwise determined by a jury, except where required by law.

[Privacy Policy](#) | [Terms and Conditions](#) | [Sitemap](#) | [Report Fax Spam](#) | [Join Affiliate Program](#)

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