



CREDIT CARD AUTHORIZATION FORM

Please complete and return this form to CaptionMax Accounting via fax (612.341.2345) or mail. All information shall be held strictly confidential.

Company/Organization Name: _____

Company/Organization Billing Address: _____

Credit Card Type: Visa MasterCard American Express Discover Diners Club

Credit Card Account Number: _____

Expiration Date: _____

Name on Credit Card: _____

Credit Card Billing Address: _____

Cardholder's Phone Number: _____

Authorization Agreement

The credit card listed above is authorized:

- A: For ALL invoices on our account
- B: ONLY for a specific title, series, or amount, listed here: _____

Receipt Delivery Preference

Please select one:

- Send via email to: _____
- Mail to company/organization billing address listed above
- Mail to credit card billing address listed above
- Mail to: _____

I, as the cardholder and responsible billing party, hereby authorize CaptionMax, Inc. (CMI) to charge my credit card per the above authorization agreement. I also agree to be bound by CMI's terms and conditions for this transaction.

Cardholders' Signature: _____ Title: _____

Printed Name: _____ Date: _____

TERMS AND CONDITIONS

The Terms and Conditions set forth below apply to all orders received by CaptionMax, Inc., ("CMI") from the Customer and all invoices issued by CMI unless specifically stated in writing by CMI to the contrary. CMI's acceptance of any request to provide services is specifically conditioned upon the Customer's acceptance of these terms, and the Customer's retention of CMI to provide services to it constitute acceptance of these Terms and Conditions. CMI reserves the right to add, delete or amend these Terms and Conditions from time to time. Any change shall not apply to previously accepted orders or issued invoices.

- 1. Quotations and Prices.** Written quotations for services automatically expire thirty (30) calendar days from the date issued, unless sooner terminated by notice from CMI. CMI reserves the right at any time to change its charges for services, provided that any such change shall be effective only after thirty (30) days' notice to the Customer. If Customer requests that the scope of work agreed to by CMI be expanded, CMI shall have the right to charge its then current prices for the additional work so performed. Shipping costs are not included in the quotation and are billed as a separate line item. Sales tax, if any, is not included in the quotation and will be invoiced as a separate line item, if applicable. Customer agrees to pay any and all applicable taxes. Customer will be responsible for providing a certificate of tax exemption prior to any order placement. When applicable, Customer agrees to provide new condition tape stock to CMI. Used, reconditioned, refurbished, or recycled tape stock will not be accepted by CMI.
- 2. Payment Terms.** Invoices will be submitted upon completion of the work. Invoices are due upon receipt. Any dispute must be raised no later than the sooner to occur of five (5) business days of receipt of the invoice, or ten (10) days after its issuance. Invoices not paid in full within sixty (60) days of the due date are subject to a finance charge of twelve percent (12%) simple annual interest calculated daily on the unpaid balance from the due date. Payments received shall be applied first to any finance charges, then to any cost of collection, including attorneys' fees, then to the oldest outstanding invoice, or in such other order as determined. CMI shall have the right to withhold services if any invoice remains unpaid longer than sixty (60) days after the due date of the invoice. CMI reserves the right to withhold delivery until all invoices are paid in full.
- 3. Relationship of the Parties.** CMI is Customer's independent contractor, and nothing shall be construed to create a partnership, joint venture, agency, or employment relationship. Neither party has authority to enter into agreements of any kind on behalf of the other, and neither party shall be considered the agent of the other.
- 4. Delays.** CMI shall not be liable for any delay or failure to deliver any or all of the services where such delay or failure is caused by Customer's action, labor disputes, strikes, wars, riots, civil commotion, fire, flood, accident, storm, interference with transmission communications within the control of a third party, or any other cause beyond the reasonable control of CMI.
- 5. Limitation of Liability.** CMI is not liable for lost profits, special, incidental, consequential or punitive damages which arise directly or indirectly out of the services it is asked to perform, whether such damages are asserted in any action brought in contract, tort or equity. CMI's liability shall in no event exceed the amount billed for the specific services provided that are the subject of the claim.
- 6. Confidentiality.** CMI will use reasonable efforts to maintain as confidential the information provided to it by the Customer for the services to be delivered by CMI. Confidential information shall be so identified by the Customer prior to its delivery to CMI. Confidential information is generally considered by CMI to be information not generally known to the public and that is not known by CMI prior to its disclosure by the Customer or that is not disclosed to CMI by a third party who has the legal right to make such disclosure.
- 7. CMI's Property.** CMI's company name, trademarks, service marks, and original material, whether federally registered or registered with a state or not, are the sole and exclusive property of CMI. Customer shall not use any such identifying or descriptive words, drawings, logos, or symbols except with the prior express written permission of CMI.
- 8. Customer's Property.** Customer's tapes, DVDs, magnetic media, FTPs, and other property delivered to CMI shall be returned to Customer within two weeks of Customer's request. Any property of Customer not requested to be returned within three weeks of CMI's delivery of the final product shall be deemed to be abandoned by Customer, and in such case, CMI may dispose of the property in a manner it deems appropriate. Customer shall always maintain in its possession a copy of all materials sent to CMI. CMI shall not be responsible for any lost or misplaced property of Customer. If any such property is missing, Customer shall immediately, upon CMI's request, provide CMI with a true and correct copy of the property in the same format as that originally delivered.
- 9. Scope of Work.** Work shall be completed as agreed upon via written communication. All work performed outside the scope of that original document shall be billed at regular and customary rates for that type of service, currently two hundred dollars (\$200.00) per hour of labor with a minimum charge of one hour, then billed to the nearest quarter hour.
- 10. Cancellations.** Unless contractually exempted in writing by CMI, the following Cancellation charges apply: Once pre-recorded work is scheduled by CMI, Customer is responsible for one hundred percent (100%) payment of quoted work. If Customer reschedules or cancels a scheduled CMI real-time captioning broadcast on notice of forty eight (48) hours or less, Customer shall pay CMI a cancellation fee of fifty percent (50%) of the charges it would have been billed by CMI for the broadcast. If the broadcast is rescheduled or cancelled by a notice of twenty four (24) hours or less, Customer shall pay CMI a cancellation fee of one hundred percent (100%) of the charges it would have been billed by CMI for the broadcast.
- 11. Expedite fees.** For services requiring quick turnaround delivery, unless specifically exempted in writing by CMI, services shall be billed at the regular and customary rates plus fifty percent (50%).
- 12. Miscellaneous.** CMI reserves the right at any time to amend these terms and conditions upon thirty (30) days' notice to the Customer. Minnesota law shall control the resolution of any dispute between the parties. Any action shall be brought in the state district court in Hennepin County, Minnesota, or, if appropriate, in the United States District Court located in Hennepin County, Minnesota, and all parties agree to the jurisdiction of said courts and waive any objection to venue.