Do Not Contact Compliance Agreement

The undersigned ("Customer") has requested to receive from *AmeriList, Inc.* ("*AmeriList, Inc.*"), certain data which may include the names and phone numbers of persons who appear on one or more do-not-contact lists maintained by the federal government, one or more states, or other governmental entities. *AmeriList, Inc.* has agreed to supply said data in exchange for the execution of this agreement and the related purchase order/invoice ("Purchase Order").

1. Customer agrees and warrants that all data which Customer receives from *AmeriList, Inc.*, or any related subsidiary corporation, shall be used only in strict compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to those concerning privacy, telephone solicitation, and direct marketing. Customer acknowledges that it is Customer's sole responsibility to determine the applicability of any such laws, rules, regulations and ordinances and the identity of any registered or listed persons.

2. Customer warrants that it has read and explicitly agrees to be bound by the terms and conditions which are referenced in the Purchase Order.

3. Customer further agrees to indemnify and hold harmless *AmeriList, Inc.* and all subsidiary and affiliated entities against any and all judgments, damages, fines, penalties and assessments, along with any settlement payments made in lieu thereof, and including all related costs and attorney's fees arising out of or otherwise related to the Customer's use or misuse of the supplied data.

4. This agreement shall be governed by and construed in accordance with the internal laws of the State of New York without regard to its conflict of laws rules. Customer agrees that any dispute related to the Customer's use of the supplied data, or this agreement in general shall be exclusively heard in the state and federal courts located in New York, and further agrees that said courts are convenient and appropriate forums for this purpose.

Customer: _____ By: _____
                                                                  (Print name and title)

Signature:_____ Date:_____

AmeriList Order #_____ Customer P.O.#_____