

# Celluphone Secure Website Registration Form

**The BUSINESS OWNER of record at Celluphone must complete this form.  
ALL FIELDS BELOW ARE REQUIRED.**

This form will enable you to access all secure areas of the Celluphone website except EPINs, which must be set up separately.

**General Information: Please fully complete the fields below.**

First Name	
Last Name	
Legal Business Name	
DBA (if any)	
<b>EMAIL ADDRESS</b> (where your log-in information will be sent)	
Federal Tax ID or Social Security #	
Contact Phone Number	
Celluphone Dealer Rep	

**Please enter your Celluphone Dealer Code(s) below.**

**If you have more than one registered location (e.g., dash codes) list each one separately.**

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

By signing below, I understand and agree that: 1) all of the above information is correct; 2) my access credentials (username and password), which allow me to control access to, and limit use of, the secure portion of the Celluphone web site, will be delivered to the email address listed above and that it is my responsibility to keep these credentials private; 3) I am solely responsible for maintaining and keeping up-to-date the level and type of access available to employees and affiliates of this organization; 4) I must visit the administrative portion of the site and set-up my account within 90 days of the receipt of my credentials, or my access (and that of my employees) may be revoked; 5) access to the site by any person, may be revoked at any time and for any reason, without notice, by Celluphone in its sole and conclusive discretion, and; 6) I am authorized to obligate the business listed above.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

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**Fax This Form To 323-838-9336.** Your log-in information will be sent by email in 1-2 business days.

## WEBACTS<sup>®</sup> PROGRAM AGREEMENT

This Agreement is made between the Celluphone entity referenced in the first paragraph of your executed Dealer Agreement, and the Retailer who has executed the other side of the page of this document ("Retailer").

1. Celluphone has developed a proprietary web-based activation system ("WebActs<sup>®</sup>") that interfaces with the activation system of Verizon Wireless (the "Carrier") to facilitate and expedite activations of post-pay subscribers ("Subscribers") on the Carrier's system. Retailer wishes to use WebActs<sup>®</sup> to activate Subscribers.
2. All other documents executed by Retailer related to Retailer's referral of potential subscribers to Celluphone for activation on a network operated or used by a wireless service provider (a "Carrier") are deemed incorporated into this Agreement and shall constitute the entire agreement between Celluphone and Retailer with regard to WebActs<sup>®</sup>. Reference to "this Agreement" includes any valid schedules, appendices and amendments hereto. Celluphone reserves the right, at its sole discretion, to change the terms and conditions of this Agreement from time to time.
3. Retailer is solely responsible for (1) purchasing, installing and maintaining all equipment necessary to access WebActs<sup>®</sup> and ensuring that all WebActs<sup>®</sup> system requirements are met; (2) providing each of Retailer's employees with adequate training, information, instruction on WebActs<sup>®</sup>; (3) ensuring that each employee complies with the terms and conditions of use of WebActs<sup>®</sup> and all Carrier policies and procedures, including security requirements, pertaining to WebActs<sup>®</sup>; and (4) all costs and expenses of all thereof.
4. Retailer is responsible for monitoring its employees' use of WebActs<sup>®</sup> to ensure that no employee is misusing WebActs<sup>®</sup> in any way. Celluphone reserves the right to monitor any and all WebActs<sup>®</sup> usage and activity, and to deny access to any user that Celluphone, in its sole discretion, determines has been or is utilizing WebActs<sup>®</sup> improperly or for any unauthorized purpose. Retailer shall protect all subscriber information, whether it gathers or stores such information, from being accessed, altered, copied, disclosed or otherwise misused improperly or by unauthorized personnel. Retailer represents and warrants that Retailer's systems that access WebActs<sup>®</sup> shall comply with all of Celluphone's security requirements, as such requirements may change from time to time.
5. Retailer is, at all times, responsible for any and all acts and omissions by any employees accessing or utilizing WebActs<sup>®</sup>, which acts and omissions shall be imputed to Retailer and considered as Retailer's own acts and omissions. Retailer shall not enable or otherwise allow any third parties to directly access WebActs<sup>®</sup> without prior written authorization from Celluphone. In the event that Retailer enables or allows a third party to directly access WebActs<sup>®</sup>, any and all acts and omissions by such third party shall be imputed to Retailer and considered as Retailer's own acts and omissions. Retailer shall be liable for any and all losses, damages and expenses (including attorney's fees) incurred by Celluphone that relate to or arise from Retailer's use of WebActs<sup>®</sup>, including without limitation, all access, usage, or activity occurring by or through Retailer's terminals, authorized location(s), identification number(s), user name(s) or password(s), including, but not limited to, any fraudulent activity or activity that Celluphone or Carrier has reason to believe was committed by Retailer, Retailer's employees or any third party gaining access to Retailer's systems.
6. WebActs<sup>®</sup> system requirements may change from time to time, at Celluphone's sole discretion.
7. Retailer may access and use WebActs<sup>®</sup> for the following purposes only: (1) processing and verifying status of Subscriber applications; (2) verifying Subscriber credit information, when such verification is necessary and performed in accordance with Carrier's procedures; (3) activating service, features and equipment for subscribers on Carrier's network; (4) obtaining mobile telephone numbers for subscribers; (5) verifying current calling plans and features available for sale by Retailer; and (6) performing such other transactions as expressly authorized in writing by Celluphone. Retailer may not access or use WebActs<sup>®</sup> for any other purpose.
8. For transactions that can not be accomplished through WebActs<sup>®</sup>, Retailer must process or complete the Subscriber activation through Celluphone's call center until otherwise directed by Celluphone.
9. The term of Retailer's participation in the WebActs<sup>®</sup> Program will start on the date that Retailer first uses WebActs<sup>®</sup> and will end upon notice of termination from Celluphone or termination of Retailer's passwords to us WebActs<sup>®</sup>.
10. As with any electronic system and network, WebActs<sup>®</sup> may be subject to outages and irregularities caused by computer, telephone system or other electronic malfunction, software bugs, network outages and/or other circumstances. Celluphone shall at all times have the right to direct Retailer to implement alternative activation methods.
11. Retailer agrees to indemnify, defend and hold harmless Celluphone from and against all claims, losses or damage resulting from the use of WebActs<sup>®</sup>. Retailer acknowledges that no Celluphone supplier, employee, agent or contractor is authorized to make any representation or warranty with respect to this Agreement or WebActs<sup>®</sup>, or to waive or alter any term or condition of this Agreement.
12. ACCESS TO WEBACTS<sup>®</sup> IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS. CELLUPHONE MAKES NO EXPRESS OR IMPLIED WARRANTIES (INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO ANY ASPECT OF WEBACTS<sup>®</sup> AND HEREBY DISCLAIMS THE SAME. IN NO EVENT SHALL CELLUPHONE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES SUFFERED BY RETAILER OR ANY OF ITS DIRECT OR INDIRECT EMPLOYEES, OWNERS, CUSTOMERS, AGENTS OR AFFILIATES AS A RESULT OF INOPERABILITY OR MALFUNCTION OF WEBACTS<sup>®</sup> OR OTHERWISE RESULTING FROM OR RELATING TO ANY USE OF WEBACTS<sup>®</sup>, OR CELLUPHONE'S PROVISION OF ACCESS TO WEBACTS<sup>®</sup> OR TERMINATION OF ACCESS TO WEBACTS<sup>®</sup>, REGARDLESS OF WHETHER CELLUPHONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CELLUPHONE MAKES NO REPRESENTATION WITH RESPECT TO THE AVAILABILITY OF WEBACTS<sup>®</sup>. SHOULD WEBACTS<sup>®</sup> BECOME UNAVAILABLE TO RETAILER AT ANY TIME, FOR ANY REASON, RETAILER SHALL BE RESPONSIBLE FOR CONDUCTING NECESSARY SUBSCRIBER ACTIVATIONS AND OTHER TRANSACTIONS BY AUTHORIZED ALTERNATIVE ACTIVATION AND CUSTOMER SERVICE PROCESSES, AND CELLUPHONE SHALL NOT BE LIABLE FOR ANY DAMAGES INCURRED AS A RESULT OF SUCH CIRCUMSTANCES.

Dealer Initials \_\_\_\_\_