



(ARC) Advertising Resource Center Postal Mailing List Services Agreement

MPA Media, DBA: Dynamic Chiropractic and Acupuncture Today

## **Nature of Services**

MPA Media's On-Demand Services include:

A. On-Demand Mailing Lists Rentals – Build, rent and download your mailing list online in minutes with MPA Media's On Demand Mailing List Rental Program. Select some or all of our 200,000+ U.S. alternative health practitioners. Select the entire country, one or more regions, a single state or multiple states, or build it zip code by zip code. We guarantee 96% accurate U.S. and MPA Media will refund the prorated name rental fee for returned names beyond 4% of total labels rented. We guarantee 92% accurate Canada and MPA Media will refund the prorated name rental fee for returned names beyond 8% of total labels rented; no other mailing list comes close for accuracy and completeness.

Please Note:

1. Before MPA Media can release a mailing list or grant you authority to upload your press release, MPA Media MUST have the signed statement below on file, plus a sample or photocopy of each mailing piece you want to mail using MPA Media's mailing list.
2. This statement must be signed by a corporate officer, partner, or sole owner, not an employee.

## **Online Mailing List Rental**

I/We agree that the MPA Media mailing list is of great and unique value to MPA Media and is the result of the investment by MPA Media of hundreds of thousands of dollars to prepare, update, verify and compile. I/We further agree that if other third parties are allowed to obtain, copy or distribute the mailing list without complying with the terms of this Agreement that MPA Media will suffer total damages exceeding one million dollars (\$1,000,000).

I/We agree to rent all or part of MPA Media's mailing list, now and in the future, and agree to furnish MPA Media with accurate information about each mailing piece as requested, (Mailing Piece Specs: which is the mailing piece headline; return address; and product/service advertised) each time I/We place an order to rent names and addresses.

I/We agree that the terms of this Agreement shall apply to all future rentals, whether by way of a written agreement signed by the parties or an Internet order using my account number.

I/We acknowledge that the fee we pay each time is for a one-time rental of MPA Media names and addresses (mailing labels or electronic media); to be applied only to one mailing piece per name and address for the specific mailing of the material referenced in the Mailing Piece Spec. I/We guarantee said mailing will be completed within 60 days of the receipt of MPA Media names and addresses.

I/We certify that we will not now, nor anytime in the future, copy MPA Media mailing list, use any portion to establish a new list or as a basis for correcting and/or supplementing any other list, in whole or in part.

I/We further certify that we will never now or in the future allow any of MPA Media mailing lists to be examined, loaned, copied, sold, duplicated or used for any other purpose, except for the one-time mailing for which we have rented said mailing lists.

MPA Media has added fictitious names and addresses to monitor the use and delivery time of the mailing list. I/We further understand that this has been done to enable MPA Media to detect any unauthorized use of MPA Media mailing lists.

Unauthorized use includes, but is not limited to:

- Using the mailing list a second time without prior written authorization from MPA Media



(ARC) Advertising Resource Center Postal Mailing List Services Agreement

MPA Media, DBA: Dynamic Chiropractic and Acupuncture Today

- Not paying for a list rented
- Allowing someone else to copy, duplicate or otherwise use the list
- Using the mailing list in violation of this Agreement

I/We agree to pay MPA Media an additional rental fee of \$5 per name and address for each individual name and address I/We rented during the past 36 months, for each proven unauthorized use of MPA Media mailing list. The undersigned specifically agree, acknowledge and stipulate that the additional rental fee set forth herein represents a good faith effort, in light of the facts and circumstances known at this time, to approximate and recover the annual cost to MPA Media to prepare, compile, update and verify the list(s) being rented and that the additional rental fee is a reasonable liquidated damage pursuant to California (Civil Code s 1671 (a)). The undersigned further agree, acknowledge and stipulate that the list(s) being rented is/are unique and require substantial effort by MPA Media to prepare, update, verify and compile, and that MPA Media shall be entitled to injunctive relief to bar and prohibit the undersigned from any unauthorized usage of the list(s).

I/We represent and warrant to MPA Media that (i) I/We have the right to distribute advertising information and material in the mailing piece to be sent, (ii) I/We will comply with all applicable laws, rules and regulations, including but not limited to 18 U.S.C. Chapter 110, Sexual Exploitation and Other Abuse of Children, and any laws relating to direct mail advertising, (iii) My/Our direct mail piece will not contain any content that is obscene, libelous, slanderous or otherwise defamatory, false or misleading or which violates any copyright, right of privacy or publicity or other right of any person.

### 3. Suspension, Termination

I/We agree that MPA Media may suspend or terminate your account at any time at its sole discretion.

### 4. Warranties; Limitation of Liability

A. I/We represent and warrant to MPA Media that (i) I/We have the right to deliver the Submitted Information to MPA Media, (ii) I/We will comply with all applicable laws, rules and regulations, including but not limited to the Children's Online Privacy Protection Act of 1998 and laws relating to "spam", (iii) Submitted Information will not contain any content that is obscene, libelous, slanderous or otherwise defamatory, false or misleading or which violates any copyright, right of privacy or publicity or other right of any person; and (iv) Submitted Information will not contain any viruses, scripts, macros, or programs or links to macros, scripts, programs, or any code that alters, destroys, infiltrates or inhibits the operation of computer systems including, but not limited to the PR Publishing Program or data stored within such computer systems including, but not limited to the PR Publishing Program.

B. I/WE AGREE THAT MPA MEDIA MAKES NO WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE, AND ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE), REGARDING THE SERVICE. I/WE AGREE THAT MPA MEDIA DOES NOT WARRANT OR REPRESENT THAT THE SERVICE WILL BE FREE FROM ERRORS, INCLUDING OMISSIONS, INTERRUPTIONS, DELAYS, LOSSES OR DEFECTS, WHETHER HUMAN OR MECHANICAL.

C. I/WE AGREE THAT IN NO EVENT SHALL MPA MEDIA HAVE ANY LIABILITY TO YOU FOR ANY CLAIMS OR DEMANDS OF THIRD PARTIES OR ANY LOST PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOST SAVINGS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



(ARC) Advertising Resource Center Postal Mailing List Services Agreement

MPA Media, DBA: Dynamic Chiropractic and Acupuncture Today

## 5. Indemnification

A. I/We agree to indemnify MPA Media and hold harmless MPA Media, its affiliated companies and its third party vendors, including distributors, from and against any claim or demand by a third party, including without limitation reasonable attorney's fees, including claims that allege that the PR Publishing Program infringes any intellectual property right under the laws of the United States of a third party.

B. I/We shall indemnify MPA Media and hold harmless MPA Media, its affiliated companies and its third party vendors, including distributors, from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or relating to any breach by you of any representations and/or warranties contained herein or otherwise arising out of or relating to the Submitted Information.

## 6. Miscellaneous

A. MPA Media facilities are governed by Federal and State regulations.

B. I/We agree that MPA Media is a registered trademark and no right or license is granted to use it. Certain content available through and used to operate the PR Publishing Program is protected by copyright, trademark, patent, or other proprietary rights of MPA Media. I/We shall not (i) use any of the trademarks, service marks, logos or other content accessible through the PR Publishing Program other than as set forth herein or as approved by MPA Media; or (ii) modify, alter, or deface any of the trademarks, service marks, or other intellectual property made available by MPA Media in connection with the PR Publishing Program. I/We agree that all rights not expressly granted to me/us herein are reserved by MPA Media.

C. I/We agree that I/we shall not hold ourselves out as in any way as sponsored by, affiliated with, or endorsed by MPA Media or its subsidiaries or affiliates. I/We agree not to (i) defame or disparage MPA Media, its trademarks or service marks, or the PR Publishing Program; or (ii) adapt, translate, modify, decompile, disassemble, or reverse engineer the PR Publishing Program or any software or programs used in connection with the PR Publishing Program.

D. I/We consent to receive communications from MPA Media concerning the PR Publishing Program electronically by email to the email address I/we provided in connection with my/our account. I/We also consent to receive communications by telephone or by postal mail sent to the postal address I/we provided in connection with my/our account. I/We may change the email or postal address to which MPA Media sends communications by notifying MPA Media in writing (which may be by email).

E. I/We agree that by registering for the PR Publishing Program or submitting Submitted Information, I/we agree to be bound by these terms and conditions. If I/we are entering into this agreement on behalf of a company or other legal entity, I/we represent that I/we have the authority to bind such entity to these terms and conditions. Should I/we violate these terms and conditions or any other rights of MPA Media, MPA Media reserves the right to pursue any and all legal and equitable remedies against me/us, including, without limitation, terminating any and all user accounts.

F. I/We are responsible for all activity occurring under my/our account and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with my/our use of the PR Publishing Program. My/Our obligations shall be binding on my/our heirs, successors and assigns.

G. I/We agree that MPA Media reserves the right to modify these terms and conditions or its policies relating to the PR Publishing Program at any time, effective upon posting of an updated version on the PR Publishing Program. I/We are responsible for regularly reviewing these terms and conditions. Continued use of the PR Publishing Program after any such changes shall constitute my/our consent to such changes.

H. I/We acknowledge and agree that I/we you and MPA Media are independent contractors, and nothing herein 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.



(ARC) Advertising Resource Center Postal Mailing List Services Agreement

MPA Media, DBA: Dynamic Chiropractic and Acupuncture Today

General Terms

I/We agree that this Agreement shall be governed by the laws of the state of California. Should any litigation be forthcoming, I/ We mutually and specifically agree that any and all litigation shall be tried in the Superior Court, County of Orange, State of California.

In the event of any controversy or dispute arising out of this Agreement, the prevailing party or parties shall be entitled to recover from the non- prevailing party or parties' reasonable expenses, including, without limitation, attorney's fees and costs actually incurred.

I/We agree that this agreement constitutes the entire agreement between MPA Media Inc. and me/us regarding the subject matter herein and supersedes any and all negotiations, representations, or agreements, whether written or oral. This agreement may only be amended by a written agreement signed by MPA Media Inc. and me/us.

I hereby guarantee that I am an officer, partner or owner and am empowered to obligate this company to this Agreement. Should this prove not to be the case, I agree that I will bear all liability for this Agreement personally.

Company Name: \_\_\_\_\_ Current Advertiser: Yes [ ] No [ ]

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
\_\_\_\_\_ Contact Phone: \_\_\_\_\_

Contacts Email: \_\_\_\_\_ Company \_\_\_\_\_

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

(Must be a corporate officer, company partner or business owner) Please sign and return page 4 to MPA Media at myrep@mpamedia.com)

[ ] Please add the additional ARC ON-Demand Services contacts to this account

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_ Contact Phone: \_\_\_\_\_ Contacts Email: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_ Contact Phone: \_\_\_\_\_ Contacts Email: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_ Contact Phone: \_\_\_\_\_ Contacts Email: \_\_\_\_\_