



Mail List Rental Terms and Conditions

The American Society of Radiologic Technologists (“ASRT”) hereby grants to _____ (“Company”) a limited, non-transferable, non-exclusive, **one-time** license to use the ASRT’s membership mailing list (“Mailing List”) or a portion thereof. The membership mailing list shall provide sufficient contact information for Company to deliver items to ASRT members via U.S. mail. In exchange for the rental of Mailing List, Company agrees to comply with the terms of this Agreement and pay ASRT a fee of \$ _____.

Company agrees and acknowledges that ASRT may refuse to rent its membership mailing list to any individual or entity whose products or programs conflict with the principles and philosophies of ASRT. Company agrees and acknowledges that it may not, either expressly or impliedly, assert that ASRT endorses or in any manner supports Company or its products and/or services.

Company agrees that it shall not use, or permit any person or entity to use, Mailing List, or any portion thereof, without the prior written consent of ASRT.

Company agrees to keep Mailing List in strict confidence and to not sell or disclose such mailing list or its contents to any third party in any manner. Company agrees that ASRT shall at all times own all rights to the Mailing List and all information contained therein, and including any additions.

Immediately following Company’s one-time use of Mailing List, Company shall:

1. Immediately cease any subsequent utilization of Mailing List, and
2. Discard or destroy all originals and copies of Mailing List, whether in printed, electronic, recorded, or other tangible form.

In order to protect the reputation and goodwill of ASRT, Company shall provide ASRT with the right to review and pre-approve all mailings and any material plans of Company or its agents to communicate with or to the individuals and/or entities on Mailing List (or any portion thereof). Company may not mail to Mailing List unless and until ASRT has reviewed such use and provided to Company prior written approval for such use. Furthermore, ASRT may, in its sole discretion, at any time and for any reason, cancel or refuse any rental request. In no event may Company use the Mailing List to: **(a)** send any mailings or messages in violation of applicable laws; or **(b)** send infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights.

The individual signing this Agreement on behalf of Company hereby represents and warrants that he/she has the full power and authority to enter into this Agreement on behalf of his/her organization. All membership mailing list rental orders shall be considered tentative until both ASRT and Company sign this agreement.

Company agrees to indemnify and hold ASRT, and its directors, officers, employees, agents, and members harmless with respect to any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney’s fees, costs and other expenses, incurred by ASRT on account of Company’s use of the

Mailing List. Company will promptly notify ASRT upon receipt of any claim or legal action arising out of activities conducted pursuant to this Agreement. The rights and responsibilities established in this paragraph shall survive indefinitely the termination of this Agreement.

IN NO EVENT SHALL ASRT BE LIABLE TO COMPANY OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

ASRT MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE MAILING LIST AND THE MAILING LIST IS PROVIDED STRICTLY ON AN "AS IS" BASIS.

This Agreement shall be governed in all respects by the laws of the State of New Mexico.

Company Name _____

Signature: _____

Name (please print): _____

Title: _____

Date: _____

ASRT

Signature: _____

Name (please print): _____

Title: _____

Date: _____