

# Membership

## 1. Company/Group Information

Organization responsible for payment

Company/Group:  
 Address:  
 City/Town: State/Province: Postal Code:  
 Country: Website:  
 Telephone: Fax:  
 Client Contact: Billing Contact:  
 Client E-Mail: Billing E-Mail:  
 Industry: Add'l Industry:  
 Years in Business: Years at Present Location:  
 Ownership: Corporation Partnership Other, specify:  
 Is Company Listed: No Yes Exchange: Symbol:

## 2. Agency Representation

Complete to authorize agency to use Business Wire on your behalf

Company/Group in (1) agrees to pay all invoices generated by Agency (2) on your behalf: Yes No  
 Agency Name:  
 Address:  
 City/Town: State/Province: Postal Code:  
 Country: Telephone:  
 Agency Contact: Agency E-Mail:

## 3. Membership & Payment Information

Rates, Invoices and Payments In US Dollars

For-Profit Organization Non-Profit Organization US Non-Profit Tax ID #:  
 Supply 9-digit Federal Tax ID #, Determination Letter, or other valid documentation.  
 VAT #, if applicable: VAT is not included in rates.  
 Invoice Preference: E-Mail Mail For invoices after credit has been established. First usage must be paid in advance by credit card unless prior arrangements are made. If paying by credit card, specify:  
 Visa MC AmEx Credit Card #: Expiration Date:  
 CC Account Postal Code:

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(Signature of Cardholder)

(Print/Type Name as it Appears on Card)

## 4. Submit

Print, sign and fax completed application for review

The submission of this form by the undersigned warrants he/she is a duly authorized representative of the Company or Group and is empowered to enter into this membership agreement on behalf of the Company or Group. By submitting this membership application, the undersigned further acknowledges receipt, understanding, and agreement to the Standard Terms and Conditions. Any exceptions and/or deviations from the Standard Terms and Conditions must be approved in writing by the Company or Group and Business Wire.

Term of membership is one year from date of application with automatic annual no-cost renewal for as long as Company continues to use Business Wire services, or until such time as either party notifies the other to terminate with or without cause. Business Wire's Membership Terms and Conditions, including revisions, remain in effect for the duration of membership.

Business Wire Membership is subject to review and approval. Submission of application does not constitute acceptance as a Business Wire member. Membership is valid only when an active account number is assigned. Please fax completed form to nearest bureau and call to confirm receipt.

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By: \_\_\_\_\_

(Signature of Authorized Company Rep)

\_\_\_\_\_  
 (Print/Type Name and Title)

Date: \_\_\_\_\_

Fax to Nearest Bureau | Phone & Fax Numbers:

# Business Wire Membership Terms and Conditions

Revised and Effective December 7, 2004

## A. Acknowledgements and Warranties

A registered Business Wire member submitting material to Business Wire for distribution ("Company") grants Business Wire the rights to reproduce, distribute, translate and create derivative works of the material submitted. Company warrants and represents that the content of all materials submitted to Business Wire will be accurate and original; that Company owns or is an authorized licensee in the material provided to Business Wire for distribution; that the material will not violate or infringe upon any copyright, trademark, or other intellectual property, proprietary, personal, privacy, or other rights worldwide of other persons; that the material does not contain anything defamatory or any viruses, scripts, macros or programs, or links to scripts, macros or programs; and that the material complies with all applicable laws and regulations. Company further warrants and represents that all recipients included on any distribution list provided by Company to Business Wire have expressly consented to receive advertising and/or promotional email messages from Company.

Business Wire reserves the right to refuse copy deemed inappropriate or not properly sourced. Membership may be revoked for violation of Business Wire Terms and Conditions or Terms of Use at [www.BusinessWire.com](http://www.BusinessWire.com). Business Wire reserves the right to change prices and product/coverage specifications without notice. Company understands and agrees that material submitted via Business Wire's website ("Site") or any other use of Business Wire services are also subject to the Terms of Use at [www.Businesswire.com](http://www.Businesswire.com).

## B. Payment Terms

First usage must be paid in advance by credit card unless other prior arrangements are made. Payment terms thereafter are net due upon receipt, and charges become overdue after 30 days. If the account becomes delinquent, Company acknowledges and agrees that Business Wire may demand payment of the balance owed in full, with accrued interest according to applicable laws and late charges. If Company's banking institution does not honor any payment to Business Wire due to insufficient funds, Company agrees to pay Business Wire a processing fee equivalent to US \$25.00 per incident.

In the event of a default on the balance owed, Company agrees to pay all costs of collection, including legal fees and costs, which are incurred by Business Wire or its agents. In addition, Company acknowledges that any special considerations on pricing or service may be negated upon default of balance owed. In the event of litigation or arbitration to enforce the terms or conditions of this Agreement, the prevailing party will be entitled to recover from the other party its costs and fees, including reasonable legal fees.

## C. Financial Liability for Company's Payment Program

Business Wire will not be held financially responsible for any costs associated with Company's elective implementation of its own or a third party's processes, programs, technology, etc. that could affect payment to Business Wire (each a "Payment Program"). If participation in such Payment Program is required to process or collect payments due to Business Wire, the client will assume all costs of membership and/or any fees related to use of such Payment Program. If, as a result of Company's use of a Payment Program, Business Wire incurs any additional costs, Company may be charged a processing fee.



#### **D. Indemnity; Limitation of Liability**

Company will indemnify and hold harmless Business Wire and its officers, directors, employees, licensees, successors and assigns, including those licensed or authorized by Business Wire to transmit and distribute materials, from any and all liabilities, damages, judgments, claims, costs, losses, and expenses (including reasonable legal fees and costs) arising out of or related to its breach of any of the warranties and representations provided herein.

BUSINESS WIRE SHALL NOT BE LIABLE TO COMPANY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF BUSINESS WIRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATED IN ANY WAY TO ANY PROVISION OF THIS AGREEMENT (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. IN NO EVENT SHALL BUSINESS WIRE BE LIABLE TO COMPANY FOR AN AMOUNT GREATER THAN THE PAYMENTS MADE BY COMPANY TO BUSINESS WIRE FOR PRODUCTS AND SERVICES PROVIDED PURSUANT TO THE TERMS OF THIS AGREEMENT. Some jurisdictions do not allow the exclusion of liability for incidental or consequential damages, so some or all of the above exclusions or limitations may not apply to you.

#### **E. Force Majeure**

If Business Wire is prevented or delayed in or from performing any of its obligations under the Agreement due to circumstances beyond its control, including but not limited to governmental acts, war, riots, strikes or trade disputes (including by and with our own employees), technical failure, general availability of the internet, power failure, communications failure, weather, flood, fire or explosion, natural or local emergency, Business Wire shall not be liable for any resulting failure to provide services hereunder.

#### **F. Use of Personal Data**

Any and all Personal Data (i.e. information relating to an individual) that Company supplies to Business Wire may be shared with other companies in the Business Wire global group and certain trusted third parties, and may be transferred to the U.S. or elsewhere for the purposes of news dissemination, filing, news tracking and other related services. Company warrants any individuals whose Personal Data it provides have consented to such uses and transfers. Any concerned individuals who wish to opt out of any use or transfer of their Personal Data may contact Business Wire at the telephone number on the membership application or through the Business Wire website at [www.BusinessWire.com](http://www.BusinessWire.com).

#### **G. Governing Law; Venue**

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. Any dispute arising under or related in any way to this Agreement shall be adjudicated in a court of competent jurisdiction in the county of San Francisco, California.

#### **H. Change in Terms**

In the event of a change in these Membership Terms and Conditions, Business Wire shall provide written notice and allow Company 30 days to respond before the change takes effect. Rejection of new Terms and Conditions must be conveyed to Business Wire in writing. Company's failure to respond in writing and/or its continued use of Business Wire services after the 30-day notice period has expired shall constitute its acceptance of and agreement to such changes. Any changes to the Terms of Use at [www.businesswire.com](http://www.businesswire.com) shall become effective as set forth in Section F of those Terms of Use.

