



## **EZ Select Premium License Supplement**

MNI has engaged me in Premium subscription to EZ Select. As an EZ Select Premium subscriber, I will be provided email addresses for many of the executives listed in my database that I may use under the following terms for the duration of my subscription. I have read, understand, and expressly acknowledge the following:

1. I understand that this document supplements the standard EZ Select License Agreement, to which I already agreed when setting up my EZ Select account. I agree to continue to fully abide by the terms within the EZ Select License Agreement at <http://www.ezselect.com/license>.
2. I understand that email addresses are available for more than half of the executives in the MNI database. For my database subscription, the exact number may be higher or lower. Over the course of my subscription, new emails may be added, and undeliverable emails may be removed, so I understand that the total number may fluctuate. This will have no impact on my subscription pricing.
3. I understand that while MNI has made every reasonable effort to ensure the validity of the email addresses and keep up with changes, deliverability cannot be guaranteed. I understand the average bounce rate is between 10-25% and can fluctuate based on many factors such as a high rate of executive turnover, temporary issues such as a full recipient mailbox, and others factors beyond MNI's control such as the reputation of my mail server, volume of email I am sending, and content of my email and subject line, all of which can impact spam filters and blacklists. I understand there are no warranties that the email addresses are error free, and no refunds or credits are provided for bounced emails.
4. I understand that the email addresses are exclusively for my own use and may not be shared with any 3<sup>rd</sup> parties, partners, or affiliates, used to send email campaigns on behalf of other companies or individuals, used to promote products or services other than my own, published or redistributed in any way, or used to create any derivative works. I understand that MNI uses hidden seed records and other means to monitor my use of the data to ensure it is in accordance with this agreement.
5. I understand that it is my sole responsibility to ensure that any emails I send are in full compliance with all local, state, and federal spam laws, including but not limited to the CAN-SPAM Act in the U.S. and CASL in Canada. CAN-SPAM requires that I not use false or misleading header information, I do not use deceptive subject lines, I identify my messages as an ad, I include my valid physical postal address in all emails, I tell recipients how to opt out of receiving future email, I honor opt out requests within 10 days, and I assume responsibility for these items even if I have hired a service provider to handle email marketing on my behalf, among other provisions. Learning about and complying with additional requirements of local, state, and federal laws are my own responsibility. I understand that some email recipients may be physically located in Canada and other countries outside the U.S.
6. I understand that individuals listed in the MNI database have not "opted in" to receive email from me nor have they undergone any sort of "opt out" processing. Any contact attempts I make are considered unsolicited. Per CAN-SPAM, I must include a method for the recipient to opt out of receiving future email from me and honor such requests within 10 days. I will not disclose to any recipient that their personal information was obtained from MNI, refer to MNI by name or inference in any email sent, nor suggest in any way that the recipient contact MNI to remove their information from MNI's database.

7. I understand that while the content of the emails I send is at my own discretion, the email addresses provided as part of my subscription are for executive decision makers and it is in my best interest to communicate in a professional, courteous, and ethical manner. My email content will abide by the Direct Marketing Association's Guidelines for Ethical Business Practice. I understand that MNI reserves the right to request samples of my email content to verify the content is in accordance with this agreement.
8. I further understand that while the content of the emails I send is at my own discretion, I will not knowingly send any emails that violate local, state, or federal laws or promote products or services that are illegal or otherwise inappropriate for this audience. I understand that some email recipients may be minors.
9. I understand that MNI cannot make any guarantees as to the success of my emails. I understand that whether my email gets blocked by a spam filter or whether the recipient chooses to open, read, or act on my email is dependent upon factors beyond MNI's control, such as my mail server, from name, subject line, message content, and offer, among other factors. I understand that no refunds or credits are provided should my emails not produce the desired response or lead to lost profits or other claims.
- 10. I understand that I may not send more than 1 email message to any single email address in any 7-day period, and 3 email messages to any single email address in any calendar month.**
- 11. I understand that I may use the email addresses in accordance with this agreement only while my subscription is active. If I choose not to renew upon expiration, or my subscription is otherwise not in good standing, I must immediately cease any and all use of the email addresses and ensure all email addresses are permanently deleted from my databases, computers, and files, as well as those of any service provider I hired to handle my email marketing. I understand that MNI may require me to sign a deletion agreement attesting in writing that all emails have been deleted.**
12. I will indemnify, defend, and hold harmless MNI and its respective representatives from any 3<sup>rd</sup> party claims that may arise related to the use of this data, and agree that MNI's total liability for any and all claims shall never exceed the purchase amount of the subscription.
13. I understand that all provisions of this agreement are by their nature intended to survive termination.

If at any time the terms of this License Supplement change, those changes will be posted to the EZ Select website, so all users are aware of the changes. If you have any questions about this agreement, which is governed by the laws of the State of Illinois, contact MNI, 1633 Central Street, Evanston, Illinois, 60201.

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_