

ARC-Management

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LIST RENTAL AND USAGE AGREEMENT

Each mailing list is rented on a one-time-use basis unless noted on your invoice. You will be granted a non exclusive license to use the rented list, within 90 days of receipt and an additional 30 days for each additional use as noted on your invoice, under the terms stated in this Agreement. All rentals are final and are not subject to refund.

You may NOT assign, rent, loan, lease, license, sell or transfer any list to any other person, organization, company or group or make any second use, list enhancement, appending, changes, copying, or tagging, of any kind to any list either electronically, digitally or mechanically without the express written consent of **ARC-Management**.

List suppression, list merging, duplicate suppression, or any other type of partial mailing or modification of the supplied list(s) require notifying **ARC-Management** of the names to suppress, and suppression MUST be approved IN WRITING by **ARC-Management** BEFORE the list may be mailed. Mailing any list whose list contents have been altered without approval in writing constitutes unauthorized use and may result in legal action (see following paragraph).

Each mailing request MUST include two copies of the exact contents to be mailed. FAX copies are not acceptable. Any mailings whose contents are not the same as approved will constitute unauthorized use. Unauthorized list use may result in legal action for compensation at three times the full rental rate and may result in list renter being refused subsequent list rentals. Each list has been seeded with decoy names to detect unauthorized use and confirm actual mailing contents.

ARC-Management makes no other warranty, expressed or implied, to you or any other person or entity. Specifically, we make no warranty that any list is fit for a particular purpose. Our lists are compiled and cannot guarantee the accuracy of the information furnished and are not liable for any loss caused by our lists or mailing labels.

If you have questions regarding any list or this Agreement, call us at **(800) 367-1844 Ext 123** before ordering.

Your signature beneath the words "consented and agreed to" shall constitute this a binding agreement between you, the List Renter and ARC-Management, the List Supplier.

Consented and agreed to by:

Signature: _____ Date: _____

Company: _____

Contact: _____

Address: _____

Phone: _____ Fax: _____

E-mail: _____