



Outreach Membership Terms and Conditions

Each Member, including its employees, officers and directors, agrees to abide by the terms and conditions of Madison365 membership (“Terms and Conditions”), as set forth below. Madison365 may change the Terms and Conditions at any time with or without notice and each Member’s continued participation in the Madison365 shall be considered acceptance of such changes. Failure to comply with Madison365 Terms and Conditions may result in the suspension or termination of Company’s Madison365 membership, such suspension or termination to be determined in the sole and absolute discretion of the Madison365. Additionally, Madison365 may pursue all available legal and equitable remedies.

Term

The initial term of Madison365 membership is one (1) year (“Initial Term”). Madison365 shall send membership renewal invoices to its Members at least sixty (60) days prior to the Member’s membership renewal date. Invoices shall be sent via email to the Member’s email address provided on its Membership Application. A Member’s membership shall be renewed automatically for an additional one (1) year term (each a “Renewal Term”) under the same membership terms and conditions of such Member’s current Madison365 membership unless such Member notifies the Madison365 in writing of its intent not to renew or of its intent to change its membership category

Termination Policy

If any Member cancels its membership prior to the expiration of the Initial Term or any Renewal Term, Member shall pay any outstanding amount within five (5) days of cancelling its membership. If Madison365 does not receive full payment within five (5) business days of such cancellation, Member hereby authorizes Madison365 to charge Member’s credit card or debit Member’s debit card account in the amount of the remaining balance of Member’s membership. Madison365 may, in its sole and absolute discretion, terminate Member’s membership if Member fails to pay dues or fees within ninety (90) days of invoice. If Member’s membership is so terminated, Member shall be obligated to pay all remaining membership dues. If Madison365 does not receive full payment within five (5) business days of such termination, Member hereby authorizes Madison365 to charge Member’s credit card or debit Member’s debit card account in the amount of the remaining balance of Member’s membership.

Madison365 further reserves the right to terminate Member’s membership if, in the view of the Madison365 executive staff or board of directors, Member behaves or represents itself or Madison365 in a manner inconsistent with the mission and values of Madison365, its staff or its board of directors.

Dues Increase:

Madison365 may increase membership dues upon the expiration of a Member’s Initial Term or Renewal Term.



Content and Copyright Notice

Madison365 owns all right, title and interest in the Madison365 Site and all content on the Madison365 Site, as well as all other content created or otherwise owned by Madison365 (“Madison365 Content”). Madison365 Content is available to Members for their personal and non-commercial use. Any redistribution or reproduction of part or all of the Madison365 Content in any form is prohibited other than the following:

- Members may print or download extracts of the Madison365 Content for personal and non-commercial use only.
- Members may make copies of Madison365 Content for individual third parties for their personal and non-commercial use, but only if Members and such third parties acknowledge that the Madison365 is the source of the material and do not remove or alter any copyright notice in the Madison365 Content.

Members may not, except with Madison365’s express written permission, distribute or commercially exploit the Madison365 Content nor transmit it or store it in any other website or other form of electronic retrieval system.

Confidential Information

Certain Madison365 Content may be marked “Confidential” or “Proprietary.” In that event, Member agrees to maintain the confidentiality of such content and not disclose or make it available to any third parties.

Contributions to Madison365

Members may contribute to Madison365 Content, in various forms including, but not limited to, submitting ideas, participating in committees, and making presentations. Member hereby fully and irrevocably grants, assigns and conveys to Madison365 all right, title and interest worldwide in and to all Content conceived, reduced to practice, authored, developed or delivered by Member, Member’s officers, directors, employees, agents and independent contractors acting on Member’s behalf, either solely or jointly with others, including, but not limited to (i) any Content expressly labeled as “Content” or provided with an express statement that it is a contribution to Madison365; (ii) any Content provided to Madison365 to be included in Madison365 standards, specifications, policies, guidance, reports, analyses, procedures that are published by the Madison365 or as part of a larger compilation or identified as a Madison365 publication, whether in written or electronic form; or (iii) any Content that is developed in connection with Member’s membership in Madison365, developed in connection with Member’s participation in a Madison365 working group or committee, or developed by Member in connection with Member making a presentation at a Madison365 event. For purposes of this provision, “Content” means images, text, written works, standards, designs, graphics, pictures, business and product names, domain names, corporate names, logos, slogans, inventions (whether or not patentable), processes, formulae, industrial models, specifications, data, databases and data collections, technology, methodologies, computer programs (including all source codes, object codes, firmware, software, development tools, files, records and data and improvements thereof), software and any and all other copyrightable material. Content shall be the exclusive property of Madison365 (becoming Madison365 Content) and Madison365 shall have the right to use the Content, or any part or parts thereof, as it sees fit. Member will not seek, and will require its officers, directors, employees, agents and independent



contractors acting on its behalf, not to seek, patent, copyright, trademark, registered design or other protection for any rights in any such Content. Member agrees that it shall require its personnel, at Madison365's expense, to take any actions and execute all documents as Madison365 may reasonably require to vest in Madison365 or its nominees the rights referred to herein and to secure for Madison365 or its nominees all right, title and interest in and to the Content.

Editorial independence

Members shall have no voice in Madison365's editorial decisions. Membership conveys neither positive coverage nor silence on issues that may reflect negatively on the Member. Editorial decisions and reporting are done without consideration as to the membership status of the subject or source of any story.

Prohibited entities

The following entities may not be considered for membership:

- Political candidates, campaigns, or elected officials
- Political action committees

A business owned by an elected official or candidate for public office may be a Member, but Membership benefits may not be used for political purposes.

Madison365 Trademark Use & Conditions

1. Madison365 is the owner of the Marks (as hereinafter defined) and desires to allow Member to utilize the Marks only in accordance with the terms and conditions set forth herein. "Marks" shall include the name "Mobile Marketing Association," the abbreviation "Madison365" and any and all related designs and logos and any modifications or derivations thereof.
2. Madison365 grants to Member the non-exclusive, revocable right to use the Marks on Member's presentations, web site, correspondence, business cards and other documents or media, solely for the purpose of identifying itself as a member of Madison365. Member shall not use the Marks for any other purpose.
3. Any reference by Member to the Madison365 Site, including but not limited to www.Madison365global.com, shall include a link to such website and any reference by Member to statistics, reports or other materials produced and/or owned by Madison365 shall include a reference to any and all of Madison365's copyright or other ownership interest in the same.
4. Member shall not have the right to sublicense, authorize or enter into agreements with other persons, firms, entities or corporations granting to any of them the right to use the Marks or any other property owned by Madison365.
5. Unless terminated as provided below, Member's right to use the Marks in accordance herewith shall terminate upon termination of Member's membership in Madison365 for whatever reason.



6. Member's right to use the Marks in accordance herewith may be terminated by Madison365 in the event Madison365 determines, in its sole and absolute discretion, that Member has failed to comply with the terms and conditions set forth herein. In the event of termination, Member shall discontinue use of the Marks within three (3) days of the date of such termination.
7. Member acknowledges and agrees that Madison365 is the sole owner of the Marks and Member is estopped from claiming any ownership rights in the Marks or otherwise use any trademarks or service marks that are the same or similar to the Marks.
8. In the event Member becomes aware of (i) any use by third parties that infringes on the Marks, or (ii) any claims by third parties against Member's use of the Marks, Member shall notify Madison365 of such infringement, claim, suit or demand.
9. Member agrees to defend, indemnify and hold Madison365, its officers, directors, employees, agents, representatives, successors and assigns, harmless against all losses, damages or expenses of whatever form or nature, including reasonable attorney's fees and other costs of legal defense, whether direct or indirect, which they, or any of them, may sustain or incur as a result of Member's use of the Marks.
10. If any legal action is initiated by either Member or Madison365 related to Member's use of the Marks, the prevailing party shall be entitled to recover from the other party reasonable costs and attorneys' fees in addition to any other relief that may be awarded.

Online Payment Center Terms and Conditions

By accessing or using Madison365's online payment service, Member agrees to be bound by all applicable terms and conditions. Madison365 may modify the terms and conditions at any time, with or without notice.

The Madison365 online payment service is provided to Member to facilitate payment of dues, sponsorships and other products and services. Member will receive a confirmation once payment has been received. PayPal Payflow Gateway, a third party service, processes payments.

Madison365 will not be liable for any deficiencies in the accuracy, completeness, availability, privacy, security or timeliness of payment information sent via this online payment service. Madison365 will not be liable for any damages of any kind arising from the use of this online payment site, including, but not limited to, direct, indirect, incidental, consequential, exemplary, and punitive damages. Madison365 will not be liable for any breach of Member's personal or credit card information resulting from the interception of such information during its transmission to Madison365. Member expressly agrees that its use of this service is at Member's sole risk. Member agrees that it will not intentionally provide false information when accessing or using the Madison365's online payment service.

Madison365 is committed to Member's privacy and will not distribute information sent via this service to third parties. Madison365's finance and membership departments alone have access to data collected and will not store any personally identifiable information, including credit card information.

For questions regarding using this online payment service, please contact membership@Madison365.org.

Recurring Payment Authorization (Credit Card/Debit Card)



By applying for recurring payments, Member accepts these terms and conditions authorizing Madison365 to charge the credit card or debit the debit card account that Member has specified in the amount of the balance due as part of Member's Madison365 membership. Member agrees that the payment card specified by Member for automatic bill payments to Madison365 is, and will continue to be, an account that Member owns, and that Member will maintain sufficient availability under Member's credit card limit, or sufficient funds in the account linked to Member's debit card, as applicable, to pay Member's Madison365 bill. The automatic charge to Member's credit card or debit to Member's debit card account will occur on or after the first day of the applicable month. Once the payment has been processed, Member will receive an electronic (email) notification that payment has been applied to Member's card for the sum of Member's partial membership dues from the Madison365's finance department.

These terms and conditions will constitute Member's copy of Member's recurring payment authorization to Madison365. Member should print and retain a copy of this recurring payment authorization for Member's records.

Recurring Payment Authorization Cancellation

Member may cancel its recurring payment authorization to Madison365 at any time. However, Member acknowledges and agrees that it must pay in total any remaining balance of Member's membership fees for Member's Initial Term or any Renewal Term via check or wire transfer at time of such cancellation. If Madison365 does not receive full payment within five (5) business days of such cancellation, Member hereby authorizes Madison365 to charge Member's credit card or debit Member's debit card account in the amount of the remaining balance of Member's membership.

Disclaimers; Limitation of Liability

THE Madison365 SITE, Madison365 CONTENT AND ANY OTHER GOODS OR SERVICES PROVIDED BY Madison365 ARE PROVIDED "AS IS" AND THERE ARE NO WARRANTIES, CONDITIONS, GUARANTIES OR REPRESENTATIONS MADE BY Madison365 WITH RESPECT TO THE FOREGOING, WHETHER EXPRESS OR IMPLIED, IN LAW OR IN FACT, ORAL OR IN WRITING. FURTHERMORE: (a) Madison365 MAKES NO WARRANTY THAT THE Madison365 SITE OR Madison365 CONTENT, AND ACCESS THERETO, WILL BE UNINTERRUPTED, SECURE OR ERROR FREE; (b) MEMBER'S USE OF THE Madison365 SITE AND Madison365 CONTENT, AND MEMBER'S RELIANCE THEREON, IS AT MEMBER'S OWN RISK; (c) Madison365 MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ADEQUACY, TRUTH, COMPLETENESS, ACCURACY OR TIMELINESS OF Madison365 CONTENT, AND; (d) Madison365 EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

UNDER NO CIRCUMSTANCES SHALL Madison365 OR ITS ADVERTISERS, VENDORS, PRODUCT OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM, OR ARISE OUT OF MEMBER'S MEMBERSHIP IN Madison365, THE USE OF, OR INABILITY TO USE, THE Madison365 SITE OR Madison365 CONTENT. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT,



NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF Madison365 OR ITS ADVERTISERS, VENDORS, PRODUCT OR SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. Madison365'S MAXIMUM LIABILITY TO ANY MEMBER SHALL BE THE AMOUNT OF THE MEMBERSHIP DUES PAID BY MEMBER TO Madison365 IN THE TWELVE MONTHS PRECEDING THE MEMBER'S CAUSE OF ACTION. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, Madison365 AND ITS ADVERTISERS, VENDORS, PRODUCT OR SERVICE PROVIDERS LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED AS MUCH AS PERMITTED BY THE LAW OF SUCH JURISDICTION.

Governing Law and Venue

These Terms and Conditions shall be construed, enforced and performed in accordance with the laws of the State of Wisconsin, without reference to its principals of conflicts of laws, to the extent not pre-empted by federal law. The United States District Court or any State Court located in Wisconsin shall have exclusive jurisdiction over the parties to enforce these Terms and Conditions.

If you have any questions in regards to the information in this document, please contact membership@madison365.org.