

## **CSRWIRE MEMBERSHIP AGREEMENT CONDITIONS OF SERVICE**

### **MEMBERSHIP**

CSRwire is a membership service operated by CSR Media, LLC (CSRwire). News copy and other information, in any format now known or hereafter developed, including, without limitation, textual, photographic, video and audio files and urls (collectively, "Member Content"), may be submitted to CSRwire by Members associated with their level of membership.

Member is responsible for updating its information, including contact names, addresses, telephone numbers, emails and credit card information in a timely manner. Member acknowledges its membership with CSRwire shall not constitute any ownership interest in CSRwire and does not create any partnership or joint venture. Member does not have the authority to bind or represent CSRwire.

Member is responsible for the content and accuracy of all Member Content submitted by it or its representative. Because of the volume of information and copy submitted to CSRwire, CSRwire cannot be responsible for verifying any facts contained therein. Member represents and warrants to CSRwire that (i) it has the right to deliver to CSRwire all Member Content submitted by it, (ii) it will comply with all applicable laws, rules and regulations, including but not limited to the Children's Online Privacy Protection Act of 1998 and laws relating to "spam", including obtaining all required authorizations, from recipients in connection with distribution lists provided by Member and with respect to any data provided by Member concerning individuals, Member has received the consent of such individuals to such use and transfer; (iii) no Member Content submitted by Member will contain any content that is obscene, libelous, slanderous or otherwise defamatory, false or misleading or which violates any copyright, right of privacy or publicity or other right of any person, and (iv) the Member Content will not contain any viruses, scripts, macros, or programs or links to macros, scripts, programs, or any code that alters, destroys or inhibits the operation of, or infiltrates, computer systems or data run through such computer systems.

### **AUTOMATIC RENEWAL**

Annual membership will automatically renew at the same level of Membership each year on the anniversary of your Membership and will be invoiced thirty (30) days prior to the expiration date of membership unless Member notifies CSRwire in writing (e-mail is acceptable) no less than fifteen days (15) prior to the expiration of membership. Expired Members will have their CSRwire member profile removed from the CSRwire website. Late annual renewals or reinstatement of expired or lapsed membership will incur a \$50 processing fee.

### **PAYMENTS**

Payment for all service will be invoiced by CSRwire and all invoices are due upon receipt. CSRwire may charge, in addition to the amount past due, interest thereon at the lesser rate of 1.5% per month or the maximum rate permitted by law, as well as all costs of collection, including legal fees and costs, incurred by CSRwire or its agents for any invoices that are thirty (30) days or more past due.

### **CONTENT**

CSRwire reserves the right to reject or edit copy or other information when necessary in its judgment, provided that no material substantive edits will be made without Member's consent.

Member grants to CSRwire a royalty-free perpetual license and right to reproduce, distribute, translate, archive and create derivative works of the processed Member Content.

All news releases and other information transmitted by CSRwire must contain a contact name and phone number and a clearly identifiable source. The source gives legitimacy to the news release by indicating who is responsible for the content and cannot be the name of an agency issuing news on behalf of Member.

CSRwire reserves the right to make changes to these Conditions of Service which will be posted on [www.csrwire.com](http://www.csrwire.com) and available in writing to all Members upon request. CSRwire encourages Members to visit such site periodically to be apprised of any changes. Member's continued use of the services after such change is posted shall constitute Member's agreement to such changes.

#### AUTHORIZED SENDERS

As part of CSRwire's editorial policy, every incoming news release must go through a source verification process. We must speak with a known client contact before transmitting ANY news release over CSRwire.

If the person (sender) submitting the release is not the usual contact or is not noted on the account, the release will be placed on hold until we can confirm that the sender is working appropriately on behalf of your organization.

To this end, please make sure all persons authorized to issue news releases on behalf of your organization are known to CSRwire by completing the appropriate fields on the Member Sign Up form on [csrwire.com](http://csrwire.com). Members are solely responsible for and must notify CSRwire immediately if someone should no longer be allowed to issue releases on behalf of the organization or if additional personnel is approved to do so.

#### INDEMNIFICATION

Member shall indemnify and hold harmless CSRwire, its affiliates and agents, and those licensed or otherwise authorized by CSRwire to process, transmit or distribute Member Content from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or relating to any breach by Member of the foregoing representations and warranties or otherwise arising out of or relating to the contents or nature of the Member Content.

CSRwire is not warranting or ensuring that CSRwire's services will be free from errors, including omissions, interruptions, delays or other timing errors, losses or defects, whether human or mechanical. CSRwire endeavors to disseminate promptly and accurately all news and other information that it processes. Any errors by CSRwire will be corrected promptly upon discovery, without additional charge, and such obligation to correct shall constitute the sole liability of CSRwire in this regard. CSRwire makes no warranties, express or implied, as to its services, including but not limited to any warranties of merchantability or suitability for print or broadcast. The liability of CSRwire and its affiliates and agents to Member shall be limited to the refund of the fees paid by Member in connection with the item of Member Content at issue, and in no event will CSRwire or its affiliates or agents be liable for any indirect, consequential, special, exemplary or incidental damages regardless of the form of action, damages, claim, liability, cost or expense whether in contract, statute, tort (including, without limitation, negligence) or otherwise. CSRwire shall not be liable for any delay or non-performance arising from any cause

beyond its reasonable control, including, without limitation, acts of God, governmental acts, war, fire, terrorism, civil commotion or industrial disputes.

#### GENERAL

This Membership Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. If any provision of this Conditions of Service 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 Conditions of Service shall be adjudicated in a court of competent jurisdiction in the Commonwealth of Massachusetts.

By its submission of copy and/or other information to CSRwire, Member agrees to be bound by this Conditions of Service. Member represents and warrants that it has full right, power and authority to execute this Conditions of Service.

Updated 10-6-2014