

TERMS & CONDITIONS

List Rental Contract and Terms and Conditions:

Any use of the names, addresses and/or any other data including demographics (collectively known as the "LIST") furnished by Trade Press Media Group is prohibited unless a List Rental Contract is executed and accepted by Trade Press Media Group and the List-End User. The List Rental Contract is bound to the Terms and Conditions and collectively, form the legal basis for List Rental and cannot be modified or superseded by any other form, unless authorized in writing by Trade Press Media Group.

Limited Licensed Rights versus Physical Possession:

Mere physical possession of the LIST does not imply any rights that are not specifically licensed by the List Rental Contract. Any and all portions of the LIST, as well as all documentation of it and all data derived from it, in any form whatsoever are and shall always remain the exclusive property of Trade Press Media Group.

Duplication of Names, Merge/Purge policy:

Individual source lists are substantially free of duplication, but it is not unusual for some duplication between source files. Trade Press Media Group will upon request remove most inter-file duplications prior to shipment. Trade Press Media Group, therefore, will not allow billing adjustments for duplication between Trade Press Media Group lists. List End-User is permitted to use the list in a merge/purge process only for the purpose of eliminating duplicate names and addresses; and/or may compare the LIST with other non-Trade Press Media Group lists for the sole purpose of selecting or suppressing certain parts of the LIST. List End-User agrees that such processing will not be used to enhance, add data or in any way permanently alter any list, file or database. Billing adjustments for net names must be pre-approved and supported by proper computer verification, and received within 30 days of the mail or project date.

List-End User Responsibility:

In the event the List-End User uses the LIST contrary to the provisions of the Contract and/or its Terms and Conditions, the List End-User shall be held unconditionally responsible for violating the Data Services List Rental Contract. Trade Press Media Group retains the right to prosecute for any violation of the Contract to the fullest extent of contract law under the jurisdiction of the State of Wisconsin. Any and all costs/expenses incurred by Trade Press Media Group in enforcing the List Rental Contract and/or its Terms and Conditions, including attorney's fees, will be the List End-User's responsibility.

Cancellation by List-End user:

Orders cancelled prior to mail or project date will be billed at a \$10.00/M run charge (\$150.00 minimum charge), plus format and shipping charges.

Disclaimer of Warranties; Limitations of Liability:

Trade Press Media Group disclaims and makes no representation or warranty, expressed or implied, of any nature as to the accuracy of the LIST, the results obtained or the number of mailing pieces which are deliverable. Trade Press Media Group's liability for damages under the List Rental Contract and/or its Terms and Conditions is limited to providing another one-time use of the LIST and under no circumstances will Trade Press Media Group be liable for loss of profits or for special, consequential, or punitive damages resulting from use of the LIST, even if advised of the possibility of such damages. List-End User agrees to hold Trade Press Media Group harmless from all costs and expenses, including attorney's fees, damages, loss and liability, arising out of any violation of the provisions of this Contract and/or its Terms and Conditions.