



List Brokerage Firm: \_\_\_\_\_

List Broker Contact Name: \_\_\_\_\_

**E-MAIL LIST RENTAL AGREEMENT**

This Agreement dated as of \_\_\_\_\_, 2009 (the "Effective Date"), shall have a term commencing on the Effective Date and ending 12- months thereafter

Between Worldata InfoCenter, Inc. (*List Manager*) (Herein called List Manager who acts as agent for the List Owner)

AND

\_\_\_\_\_  
(*E-Mail List Renter*)  
(Hereinafter Called the List Renter)

**All terms discussed within this agreement would apply on all orders placed by the List Renter.**

The E-Mail List Renter will use information from the List Manager and agrees that this information is the exclusive property of the List Owner.

The one time (only) use of this list(s) shall be limited solely and exclusively to the agreed upon offer as described in the sample text approved. The Renter in no way acquires ownership or rights to further usage of these names.

List Renter is solely responsible for the content of its message, and hereby represents that its proposed message does not contain any of the following: (a) any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information, including without limitation any transmission constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal, provincial or international law; (b) any misleading or deceptive information, or any misrepresentation with respect to products or services offered by List Renter; (c) any chain letters, illegal pyramid, or such schemes; (d) any information, audio, graphics, software, or other works in violation of any person's copyright, trademark or any other intellectual property rights; (e) any deceptive information which would imply endorsement, affiliation, or sponsorship with any entity or person other than List Renter without written consent of such entity/person; (f) any virus, worm, time bomb, or similar contaminating/destructive element; and (g) any data gathering or depositing device, including but not limited to cookies. List Owner reserves the right to refuse to transmit any message not in accordance with the representations contained in this paragraph.

List Owner requires a reciprocal rental if the list renter has a list on the market as of the date of signing. By signing this list rental agreement, the mailer agrees to this reciprocity.

**Orders must be cancelled in writing prior to stated transmission date. Orders cancelled prior to the stated mail date but after the testing process will incur a \$500 cancellation fee plus any incurred test fees. Cancellations after the names have been pulled will incur full payment charges.**

List Renter hereby agrees that the above stated conditions are in effect for the 12-Month period as stated above. Furthermore, the E-Mail List Renter agrees to supply the List Manager with specific information, so as to comply with the 'Can Spam Act of 2003' which is in effect as of January 1, 2004.



Item 1. The actual physical address of the Advertiser/Sender/Mailer who is the E-Mail List Renter. The physical address provided will be included in all email messages sent in the fulfillment of the email list rental order listed above.

Item 2. A specific Email address or URL (website address) where advertisers remove requests can be processed.

Item 3. An acknowledgement (part of this agreement) that E-Mail List Renter is aware that there may be names on the Third Party List , associated with this agreement , that may have previously asked to be removed from their own Housefile or Customer Lists.

Or,

A suppression file, that includes said Housefile Removes that will be passed against the associated Third Party List and cleaned of those names. If this recommended option is taken, then, a Check Box on this document with additional Signature of the Mailer’s authorized representative will be required. It is understood that additional fees will be charged for the Suppression.

Worldata makes its best effort to be in compliance with the Can Spam Act.

If the E-Mail List Renter shall use the information contrary to the provisions or intent of this agreement, then, the E-Mail List Renter shall be held unconditionally responsible thereof and for any and all costs and litigation.

Penalties may include the base cost, selection charges and transmission fee on the total names of the original order, plus a penalty fee of \$1,000.00 per occurrence.

We accept all conditions of this agreement:

E-Mail List Renter: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name of Individual: \_\_\_\_\_

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

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



Pursuant to Item 3 of this agreement, we will not be supplying a suppression list because we have not received requests to no longer email to any individual(s) since January 1<sup>st</sup>, 2004. We acknowledge that we are not supplying a suppression list for the above-mentioned order(s).

E-Mail List Renter: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name of Individual: \_\_\_\_\_

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

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

Or,

Pursuant to Item 3 of this agreement and by checking the area below, and by our signature and information below, we agree to send our Suppression File for processing and understand there will be additional charges.

E-Mail List Renter: \_\_\_\_\_ Email Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

Printed Name of Individual: \_\_\_\_\_ Address: \_\_\_\_\_

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

Date: \_\_\_\_\_ *Please Check:*

**\*\* Please fax completed form to (561) 241-9844 \*\***

*Please supply all suppression files for processing when placing your order with your sales representative.*