

BULK BROADBAND ALLIANCE

MEMBER RELEASE

For good and valuable consideration, receipt of which is hereby acknowledged, the Bulk Billing Alliance (“BBA”) and the organization identified at <https://protectbulkbroadband.com/join/> (“Member” and with BBA, the “Parties”) hereby agree to enter into this agreement to grant to BBA, and its respective subsidiaries, nominees, affiliates, successors, assigns and third parties acting under the BBA’s permission (collectively, “Released Parties”), a world-wide, non-exclusive license to use, publish, distribute and/or broadcast: (i) the Member’s name; and (ii) the Member’s design, artwork, trademark, tagline, font, insignia, logo, indicia, images, or other information submitted at <https://protectbulkbroadband.com/join/> (“Member Logo” and with the Member’s Name, “Member Identifiers”), as submitted or substantially similar thereto, or a localized version thereof, in whole or in part, either alone or accompanied by other material, together with or without written or spoken copy, for the purpose of BBA’s advocacy relating to regulation or other oversight by the Federal Communications Commission or other government entities of bulk billing arrangements and related issues, for the entire timeframe that the Member is associated with the BBA. Notwithstanding the term of this Release, or anything else to the contrary set forth herein, with respect to any materials created by BBA hereunder and incorporating the Member Identifiers that is available on the Internet, including, without limitation, on any social media sites, the fact that such materials remain on public display after the term due to the public sharing such materials on the Internet shall not give rise to any claim by Member against BBA.

Member warrants and represents: (i) it is the owner of the Member Identifiers; (ii) it has the full power and authority to enter into this Release and grant the rights herein, including, without limitation, the right to grant Released Parties the use of the Member Identifiers; (iii) the consent of no other person, firm, corporation, entity or other third party is required to allow Released Parties to use the Member Identifiers as described herein; (iv) to the best of Member’s knowledge the use of the Member Identifiers as described herein does not violate any law or infringe upon the copyright, trademark, trade name, right of publicity or privacy or any other rights of any third party; and (v) Released Parties shall have no obligation to make payments of any kind to Member or any third party in order to use the Member Identifiers as contemplated hereunder. The person named on the form which submits the Member Identifiers information at <https://protectbulkbroadband.com/join/> warrants and represents that he/she is fully empowered by Member to execute this Release.

Member hereby waives any rights to inspect and/or approve BBA’s finished product or such written or spoken copy that may be used in connection therewith, or the use to which it may be applied. Member acknowledges that nothing herein will constitute any obligation on the Released Parties’ part to make any use of the rights set forth herein. Except for Member Identifiers, Member agrees that all right, title and interest in and to BBA’s finished product, including any copyrights therein, shall vest exclusively in BBA and will be and shall remain the absolute and exclusive property of BBA forever. Member shall not have, or claim to have, any right, title or interest of any kind or nature whatsoever in such finished product, or in or to any component part, element, character or characterization thereof. BBA agrees that Member may reference BBA’s name and/or BBA’s finished product or publicly-available written or spoken copy for any public relations or self-promotional efforts without BBA’s prior consent.

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Member hereby agrees to Release, discharge, defend, indemnify and hold harmless the Released Parties from and against any and all known and unknown claims, obligations, demands, actions, causes of action, complaints, costs, charges, judgments, attorneys' fees, damages and liabilities of any kind caused by, or arising by virtue of, any use whatsoever of Member Identifiers in accordance with the terms hereof, including but not limited to claims in the nature of copyright infringement, trademark infringement, trademark dilution or tarnishment, defamation, disparagement, slander, false light, invasion of privacy or publicity or the like. Notwithstanding the foregoing, nothing in this Release shall be deemed to give BBA any right, title or interest in or to the copyrights, trade dress or trademarks in the Member Identifiers.

This Release is governed by the laws of the District of Columbia, and the parties agree that the courts of the District of Columbia have personal jurisdiction over them for purposes of any disputes which may arise from this Release. This Release contains the entire understanding between the parties regarding the subject matter hereof and supersedes all prior understandings. No waiver, modification or additions to this Release shall be valid unless in writing and signed by the parties hereto.

By clicking "I agree" and typing your the Member organization name and providing a Member Logo to BBA at <https://protectbulkbroadband.com/join/>, you are signing this form electronically. You agree your electronic signature is the legal equivalent of your manual/handwritten signature on this form and that you consent to the legally binding terms and conditions of this form. You further agree that your signature on this document is as valid as if you signed the document in writing and that no certification authority or other third party verification is necessary, and that your signature constitutes your agreement to be bound by the terms and conditions stated above.