

**Return this page via fax: 702-446-8397 or scan and email to [orders@mediawestpublications.com](mailto:orders@mediawestpublications.com)**

### Features of our Electronic Non-Surgical Spinal Decompression (NSSD) Booklet:

- Customized with your logo and contact information on every page.\*
- Seamlessly integrates into your website offering an impressive “Wow Effect.”
- Patient views the 24-page color booklet through their web browser while on your website.
- Can be viewed on PC & Mac desktop computers and most smart phones and tablets (Apple & Android).
- Patients can view the booklet right from their email. Just include a link to the booklet and with one click, it’s right there in front of them.
- Can be used even if you don’t have a website.

**Step 1. Please check one:** Lumbar Only \_\_\_\_\_ Lumbar with Cervical \_\_\_\_\_

**Step 2. Please check one:** Generic 24-Page \_\_\_\_\_ DCOA 24-Page \_\_\_\_\_ 24-Page VAX-D® \_\_\_\_\_

**Step 3. Please check all that apply:**

Product Description	Price
One time Design and Set up fee	\$124 _____
Fee for First Year of Use	\$169 _____
Annual Renewal Fee (starts the 2nd year)	\$149 _____
Change Fee (covers changes to existing booklets)	\$74 _____
* The 24-page Electronic Booklet is customized with your contact information on the front and back cover, as well as the bottom of each inside page. <u>Additional design fees may apply if special customizations are requested. Call for details.</u>	
	<b>PLEASE NOTE: ALL SALES ARE FINAL</b>
	<b>Total:</b> _____

**Step 4. Provide clinic info below.**

**Clinic Name:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**Office Address:** \_\_\_\_\_

**Doctor(s) Names & Titles:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Document Title:** Shows at top of browser when booklet is viewed on phones and tablets (Title Example: Smith\_Chiropractic).

Please send all logo files in your possession (jpeg, pdf, eps, tiff, psd, ai, etc) to [orders@mediawestpublications.com](mailto:orders@mediawestpublications.com) and we will determine which file is appropriate for use.

**Return this page via fax: 702-446-8397 or scan and email to: orders@mediawestpublications.com**

This space is for office use only.

**SHIPPING AND CONTACT INFORMATION:**

Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: (        ) \_\_\_\_\_ - \_\_\_\_\_      Fax: (        ) \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_

Clinic Website Address (If applicable) \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

**BILLING INFORMATION:**

**\*\*\*A link to secure payment will be sent via email after receipt of completed order form pages.\*\*\***

Name on card: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

## Electronic Media User License Agreement (EMULA):

### I. PARTIES TO AGREEMENT:

**Publisher:**

**MediaWest Corp**

**38954 Proctor Blvd, #158**

**Sandy, OR 97055**

**(702) 948-0633 Business**

**(702) 446-8397 Fax**

**eMail: Orders@MediaWestPublications.com**

**End User Client:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Tel:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**eMail:** \_\_\_\_\_

**This agreement is between MediaWest Corporation, hereinafter also referred to as "Publisher," and \_\_\_\_\_, hereinafter also referred to as "End User Client."**

*See above listed information.*

### II. SUBSCRIPTION BASED SERVICE / ONE TIME SETUP FEES

- a. The parties to this agreement hereby establish a subscription in which customized electronic versions of medical marketing materials are provided by Publisher to End User Client. The subscription is ongoing, and may be cancelled at the end of each subscription period by either party at any time for any reason as long as ten (10) days notice is given.
- b. During the period of subscription, End User Client may distribute in unlimited quantity materials provided to it under this agreement by Publisher. Use and distribution of said materials is governed by sections III and IV of this agreement.
- c. End User Client will pay Publisher a one time standard design fee of \$124.00 (One Hundred Twenty-Four Dollars) for each unique Electronic 24 Page Spinal Decompression Brochure. Said Electronic 24 Page Brochure may require the services of a qualified Web Master as they are hosted on a web site. Once properly configured they may be viewed by any computer, and most smart phones and tablets running an internet web browser.
- d. In addition to any one time setup fees, End User Client agrees to pay Publisher in advance for the period subscription is active; and billable by Publisher to End User Client Credit Card. The rate of said subscription is as follows: \$169.00 (One Hundred Sixty-Nine Dollars) for twelve months. The renewal rate for the second year and following years is: \$149.00 (One Hundred Forty-Nine Dollars). Any changes to the file (e.g. new company name, address, logo etc.) will be \$74.00 (Seventy-Four Dollars).
- f. Should either party terminate this subscription, or should the subscription lapse due to non-payment on the part of the End User Client, subscription shall be in effect through the last paid day. After the last paid day, subscription shall be considered to be expired. All materials provided to End User Client by Publisher shall be left active for an additional 10 (ten) days following the last paid day, after which Publisher may deactivate materials without notice.
- g. All fees are payable in advance and are non refundable.

### III. LIMITED USE LICENSE DURING SUBSCRIPTION PERIOD

- a. End User Client acknowledges and agrees that what it is purchasing from Publisher is a limited, non-exclusive license to store, distribute, and view materials provided by Publisher during the subscription period. This license, hereinafter referred to as "License," shall terminate upon expiration of subscription period.
- b. It is expressly understood that License is granted on a subscription basis. Materials provided by Publisher to End User Client during the subscription may not be accessible after subscription expiration. This includes all copies of materials provided to End User Client regardless of when they were obtained, where they currently reside, and who they were distributed to.
- c. End User Client expressly agrees that materials provided by Publisher are to be used exclusively for the promotion of End User Client's own medical services business. Materials provided by Publisher may not be modified, changed, and/or altered in any way except by Publisher.
- d. Materials provided by Publisher to End User Client may not be duplicated, distributed, transferred, shared, given, transmitted electronically (*or otherwise*), sold, or conferred in any fashion to any third party unless said materials are in original form as provided by Publisher. Original form includes any and all Digital Rights Management (DRM) that may be embedded.

**IV. OWNERSHIP OF INTELLECTUAL PROPERTY**

- a. End User Client expressly acknowledges that all content, images, graphs, charts, and text contained in materials provided by Publisher to End User Client are the protected property of Publisher; and expressly agrees neither to directly nor indirectly use, nor allow the use, of any protected property belonging to Publisher in any fashion other than the distribution of materials directly provided to End User Client by Publisher.
- b. All items, including any such items and/or deliverables developed while working on this project, belong to and remain the property of the Publisher. Publisher retains the rights to possess, store, modify, execute, duplicate, distribute, use, reuse and/or resell such deliverables as it sees fit.
- c. Should End User Client violate this agreement and use or allow the use of protected materials in a fashion prohibited by paragraph (a) of section IV and/or paragraph (d) of section III of this agreement, End User Client agrees to pay any and all costs incurred by Publisher in any legal action(s) that it may take against End User Clients.

**V. DISCLAIMER OF WARRANTIES / LIMITATION OF LIABILITY**

- a. Publisher makes no warranty, representation, or promise not expressly set forth in this agreement. Publisher disclaims and excludes any and all implied warranties of merchantability and fitness for a particular purpose and does not warrant that materials provided will be without defect or error. Materials are provided on an "As Is" basis.
- b. Publisher is a media content provider, and is not currently in the business of providing web mastering and/or internet hosting services. All web mastering and/or internet hosting services should be obtained from a reputable service provider.
- c. Publisher shall not be liable for any special, incidental, consequential, indirect, or punitive damages, lost profits or revenue, loss of use of the materials provided, loss of data, the cost of any substitute equipment or program, or claims by any party other than End User Clients.

**VI. ENTIRE AGREEMENT**

- a. This Electronic Media User License Agreement, hereinafter also referred to as "EMULA," is the entire agreement between the parties and may only be amended by written addendum signed by both parties.
- b. No person, other than the signatories of this agreement, including any vendor, distributor, dealer, retailer, sales person, or other person is authorized to modify this agreement or to make any warranty, representation, or promise which is different than, or in addition to, the warranties, representations, or promises of this agreement.
- c. Should any part of this agreement be found to be illegal or unenforceable, all other parts of this agreement shall remain intact and retain its full force and effect.

**VII. VENUE**

This agreement is governed by the laws of the State of Oregon or wherever Publisher determines, and the United States of America.

**End User Client**

\_\_\_\_\_  
Name of Clinic/Company

By: \_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Print Name Date