

DALLAS BAR ASSOCIATION

Membership Data Use Agreement

The DBA and the undersigned user of DBA membership data (user) hereby agree as follows:

1. DBA membership data is made available to users for communications, which is germane to the professional, consumer, or community interest of DBA members.
2. The DBA's grant of permission to use DBA data is conditioned upon the term contained herein.
3. DBA data may be used only for mailing purposes and may not be used for telephone or personal contact.
4. **Prior to use of the DBA names and addresses, user will furnish the DBA with a copy of sample of all literature, advertising material, or other matter to be mailed.**
5. User will hold the DBA harmless against any damages or claim of damage, costs and reasonable attorney fees, arising out of any actual or alleged impropriety or illegality of mailed matter or infringement of trademark, trade name, or copyright belonging to others.
6. User may use DBA data for an approved use one time only. User will not copy the names, addresses, or any portion thereof or extract or retain any information there from. User will not at any time permit any DBA data to pass into the hands of any other person, association, organization, or company, except for the purpose of the specific mailing. Any prohibited use by user shall constitute a material breach of this Agreement.
7. User agrees to forward to the DBA within thirty (30) days following receipt, any letters or other documents (or copies thereof) containing complaints by DBA members regarding the user's mailing or solicitation, the matter transmitted therein, or the offered product or service.
8. DBA charges for the use of data do not include taxes. Consequently, in addition to the standard charge, user will pay the amount of any present or future tax applicable to the sale of the labels. Or in lieu thereof, user will provide the DBA with a tax exemption certificate acceptable to the taxing authorities.
9. The DBA will make every effort to meet scheduled delivery or mailing dates but will not be liable for any failure to meet requested or scheduled dates.
10. **If user wishes to have DBA member data in an electronic format, user agrees that DBA will send data to DBA's preferred mailhouse only. User must pre-arrange mailing with DBA mailhouse in advance of DBA sending data to mailhouse.**
11. This Agreement extends to all rentals for DBA data regardless of the form or medium on which they are supplied to user.
12. For material breach of this Use Agreement, user will be liable to the DBA for all damages (plus reasonable attorney fees, court costs and expenses, including expenses incurred in investigation) and loss of income.
13. This Agreement shall be construed and interpreted in accordance with the law in the State of Texas.

User of Data (please print): _____

Signature: _____

Date: _____

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1. Include a sample of your mailing piece. A draft copy is acceptable.
 2. Mail or email the Order Form, Use Agreement, and mailing sample.

Payment must be received prior to shipment of labels or at pick-up – NO EXCEPTIONS!