



MEDIA RELEASE FORM

Updated March 2, 2009

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- A. As a TargetSafety account holder you may submit content (User Submissions) for distribution in the File Center for use by your users. You understand that whether or not such User Submissions are published, TargetSafety does not guarantee any confidentiality with respect to any User Submissions.
- B. You may opt to submit User Submissions to the Shared Resource Center. You understand that User Submissions to the Shared Resource Center will be available for distribution to all other users of the TargetSafety platform.
- C. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: you own or have the necessary licenses, rights, consents, and permissions to use and authorize TargetSafety to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service.
- D. In connection with User Submissions, you further agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, **UNLESS YOU ARE THE OWNER OF SUCH RIGHTS OR HAVE PERMISSION FROM THEIR RIGHTFUL OWNER TO POST THE MATERIAL AND TO GRANT TARGETSAFETY ALL OF THE LICENSE RIGHTS GRANTED HEREIN.**
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- F. Client agrees not to contest the rights or authority granted to TargetSafety hereunder. Client forever releases and discharges TargetSafety, its employees, licensees, agents, successors, and assigns from any claims, actions, damages, liabilities, costs, or demands whatsoever arising by reason of copyright infringement, or any other personal or property rights from or related to any use of the Content. Client agrees that TargetSafety is under no obligation to use the content other than to provide access to the content to Client as long as Client licenses the services of TargetSafety.
- G. This document contains the entire agreement between the TargetSafety and the undersigned concerning the subject matter hereof.

Date: _____

Signature of Client

Name of Client

