

APPLICATION FOR ASIA PACIFIC LOCAL COUNCIL MEMBERSHIP

The Mobile Marketing Association (MMA) is the premier global association that strives to stimulate the growth of mobile marketing and its associated technology. MMA members include agencies, advertisers, hand held device manufacturers, carriers and operators, retailers, software providers and service providers, as well as any company focused on the potential of marketing via mobile devices.

Statement of Adherence to MMA Code of Conduct and Best Practices

Our company hereby joins the Mobile Marketing Association, as of the date indicated on this application, and agrees to adhere to the policies and best practices established by the Mobile Marketing Association. By joining the MMA, we demonstrate our commitment and support of the mobile marketing industry and agree to operate within its practices. Failure to adhere to the applicable MMA Best Practices will result in being removed from the association membership.

It is acknowledged that failure to comply with MMA policies, by-laws, guidelines, and the like will result in suspension or termination of membership benefits.

Email Communication Notice

The MMA sends email to its membership on topics the association feels are of interest to its constituency. Some communication could be deemed to be a “commercial email.” Please check the box to indicate that you are aware of this policy. You may unsubscribe at any time by following the instructions at the bottom of each email.

Please sign below to indicate your agreement and intent to comply with the policies, best practices, guidelines, etc., as stated above. Unsigned applications will not be approved.

Authorized Signature	Print Name	Date
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Local Member Dues: USD1000 per annum

Payment Information

Payment can be accepted via credit card or wire transfer.

Credit Card Mastercard Visa

Name as it appears on Card _____

Card Number _____ Exp Date _____

Prefer a phone call to obtain card info – phone number: _____

I would like to pay in installments: Pay quarterly (4 times) Pay monthly (12 times)

See terms & conditions for additional information. The credit card provided above will be charged the prorated amount of your dues according to the recurring payment cycle selected above.

Wire Transfer Please contact finance@mmaglobal.com for wire transfer details

Online Payment Please visit <http://mmaglobal.com/online-payment-center> to pay your fees online. All fees must be paid in full when utilizing the online payment center.

Membership Agreement

It is understood that the benefits of membership shall be available only to the member companies and its employees. Materials and services provided by the MMA shall not be distributed or otherwise made available to non-member organizations or individuals without the prior consent of the MMA.

Please indicate in which MMA local chapter your company will participate (i.e. – India):

Date

Company Information

Company Name

Mailing Address

City

Postal Code

Country

Phone

Fax

Company URL

Main Point of Contact

Contact Name

Title

Mailing Address

City

Postal Code

Country

Phone

Fax

Mobile

Email

Billing Point of Contact

Contact Name

Title

Billing Address

City

Postal Code

Country

Phone

Fax

Mobile

Email

Company Type

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Agency | <input type="checkbox"/> Content Provider | <input type="checkbox"/> Infrastructure Vendor | <input type="checkbox"/> Aggregator |
| <input type="checkbox"/> End User | <input type="checkbox"/> Location Services | <input type="checkbox"/> Application Provider | <input type="checkbox"/> Device Manufacturer |
| <input type="checkbox"/> Mobile Search | <input type="checkbox"/> Brand | <input type="checkbox"/> Government | <input type="checkbox"/> Wireless Operator |
| <input type="checkbox"/> Other _____ | | | |

Please indicate initiatives/areas of interest to which your company would like to contribute:

- | | | |
|---|--|------------------------------------|
| <input type="checkbox"/> Commercial Standards | <input type="checkbox"/> Digital Rights Management | |
| <input type="checkbox"/> Regulatory Issues | <input type="checkbox"/> Published Content | |
| <input type="checkbox"/> Games | <input type="checkbox"/> Video | <input type="checkbox"/> TV |
| <input type="checkbox"/> Gambling | <input type="checkbox"/> Music/Ringtones | <input type="checkbox"/> Animation |
| <input type="checkbox"/> Community | <input type="checkbox"/> Adult | <input type="checkbox"/> Graphics |
| <input type="checkbox"/> Other _____ | | |

How did you hear about us? Please specify if an MMA member company referred you.

Terms & Conditions

Each Member, including its employees, officers and directors, agrees to abide by the terms and conditions of membership in the Mobile Marketing Association (MMA), as provided for below. Each Member also agrees to abide by the bylaws of MMA and any membership terms posted on MMA's website at www.mmaglobal.com (MMA Site). We may change the terms and conditions of membership at any time and your continued participation and/or payment of dues shall be considered acceptance of such changes. If we do change the terms and conditions of membership prior to your renewal, we will post such changes on the MMA Site.

Each Member must also abide by the terms and conditions of the Bylaws of MMA, which can be accessed by Members on the MMA Site.

Termination Policy

A Member may resign at any time, but shall not be entitled to a refund of any dues or fees. Failure to pay dues or fees within sixty (60) days of invoice shall result in automatic termination of membership, at the discretion of the MMA. See Membership Cancellation Terms & Conditions below.

Membership Cancellation Terms & Conditions

The Mobile Marketing Association (MMA) sends renewal invoices to its members sixty (60) days prior to the renewal date. Invoices will be sent both via email and via postal mail. Renewal invoices will again be sent to all unresponsive members the first day of the renewal month. It is the member's responsibility to notify the MMA in writing if they will not renew within 60 days after renewal invoice date. If no notice is received after 60 days from renewal, the MMA will follow the appropriate process in contacting the member for payment. If the member notifies the MMA they will not renew 61+ days after the renewal invoice date, the MMA will bill them the prorated amount for their outstanding membership based on the renewal invoice date to the time notice was received. If the prorated invoice remains unpaid, the MMA reserves the right to collect the outstanding balance through appropriate legal channels. Any questions in regard to this policy, please contact finance@mmaglobal.com or membership@mmaglobal.com.

Content and Copyright Notice

MMA its licensors own all right, title and interest in the MMA Site and all content on the MMA Site, as well as all other content created or otherwise owned by MMA (MMA Content). We may such content available to our members for their personal use. Any redistribution or reproduction of part or all of the MMA Content in any form is prohibited other than the following:

- You may print or download extracts of the MMA Content for your personal and non-commercial use only.
- You may copy the MMA Content to individual third parties for their personal use, but only if you acknowledge the MMA as the source of the material and do not remove or alter any copyright notice in the MMA Content.

You may not, except with MMA's express written permission, distribute or commercially exploit the MMA Content nor may you transmit it or store it in any other website or other form of electronic retrieval system.

Confidential Information

Certain MMA Content may be marked "Confidential" or "Proprietary." In that event, you agree to maintain the confidentiality of such content and not disclose or make it available to any third parties.

Contributions to MMA

Members may contribute to MMA's content, in various forms (such as submitting ideas, participating in committees, etc.). Member hereby fully and irrevocably grants, assigns and conveys to MMA all right, title and interest worldwide in and to all Content conceived, reduced to practice, authored, developed or delivered by its officers, directors, employees, agents and independent contractors acting on its behalf, either solely or jointly with others, including (i) any Content expressly labeled as "Content" or provided with an express statement that it is a contribution to MMA; (ii) any Content provided to MMA to be included in MMA standards, specifications, policies, guidance, reports, analyses, procedures that are published (by themselves or as part of a larger compilation) by the MMA or identified as a MMA publication, whether in written or electronic form; or (iii) any Content that is developed in connection with Member's membership in MMA, or is developed in connection with Member's participation in a MMA working group or committee. For purposes of this provision, "Content" means images, text, written works, standards, designs, graphics, pictures, business and product names, domain names, corporate names, logos, slogans, inventions (whether or not patentable), processes, formulae, industrial models, specifications, data, databases and data collections, technology, methodologies, computer programs (including all source codes, object codes, firmware, software, development tools, files, records and data and improvements thereof), software and any and all other copyrightable material. Content shall be the exclusive property of MMA (becoming MMA Content) and MMA shall have the right to use the Content, or any part or parts thereof, as it sees fit. Member will not seek, and will require its officers, directors, employees, agents and independent contractors acting on its behalf, not to seek, patent, copyright, trademark, registered design or other protection for any rights in any such Content. Member agrees that it shall require its personnel, at MMA's expense, to take any actions and execute all documents as MMA may reasonably require to vest in MMA or its nominees the rights referred to herein and to secure for MMA or its nominees all right, title and interest in and to the MMA.

MMA Trademark Use & Conditions

1. The Mobile Marketing Association ("MMA") is the owner of the Marks (as hereinafter defined) and desires to allow Member to utilize the Marks only in accordance with the terms and conditions set forth herein. "Marks" shall include the name "Mobile Marketing Association", the abbreviation "MMA" and any and all related designs and logos and any modifications or derivations thereof.
2. MMA grants to Member the non-exclusive, revocable right to use the Marks on Member's presentations, web site, correspondence, business cards and other documents or media, sole for the purpose of [identifying itself as a member of MMA]. Member shall not use the MMA Marks for any other purpose.
3. Member shall use MMA's logo only in connection with the MMA name. If used in color, the logo shall be a three-color logo with the following specifications:
(Blue) PMS Color: 3285 C – circles;
(Teal) PMS Color: 320 C – letters "m," "a" and trademark;
Black – mobile marketing association text.
4. Member shall use the MMA member's logo only in connection with the MMA name and pursuant to the terms contained herein. If used in color, the logo shall be a three color logo with the following specifications:
(Blue) PMS Color: 3285 C – circles;
(Teal) PMS Color: 320 C – letters "m," "a," trademark and member;
(Black) – mobile marketing association text.
5. Any reference by Member to MMA's website, including but not limited to www.mmaglobal.com, shall include a link to such web site and any reference by Member to statistics, reports or other materials produced and/or owned by MMA shall include a reference to any and all of MMA's copyright or other ownership interest in the same.
6. Member shall not have the right to sublicense, authorize or enter into agreements with other persons, firms, entities or corporations granting to them or any of them the right to use the Marks or any other property owned by MMA.
7. Unless terminated as provided below, Member's right to use the Marks in accordance herewith shall terminate upon termination of Member's membership in MMA for whatever reason.
8. Member's right to use the Marks in accordance herewith may be terminated by MMA in the event MMA determines, in its sole and absolute discretion, that Member has failed to comply with the terms and conditions set forth herein. In the event of termination, Member shall discontinue use of the Marks within three (3) days of the date of such termination.
9. Member shall maintain the highest industry standards with respect to the use of the Marks. Further, Member shall use the Marks in accordance with the specifications, directions and processes furnished to Member by MMA from time to time. With respect to specifications, directions and processes furnished to Member from time to time by MMA, Member shall have ten (10) days from the date of notice of any such changes in order to comply with such changes.
10. Upon twenty-four (24) hour notice, Member shall permit duly authorized representatives of MMA to inspect any use of the Marks by Member.
11. Member acknowledges and agrees that MMA is the sole owner of the Marks and Member is estopped to claim any ownership rights in the Marks or otherwise use any trademarks or service marks that are the same or similar to the Marks.
12. In the event Member becomes aware of (i) any use by third parties that infringes on the Marks, or (ii) any claims by third parties against Member's use of the Marks, Member shall notify MMA of such infringement, claim, suit or demand.
13. Member agrees to defend, indemnify and hold MMA, its officers, directors, employees, agents, representatives, successors and assigns, harmless against all losses, damages or expenses of whatever form or nature, including reasonable attorney's fees and other costs of legal defense, whether direct or indirect, which they, or any of them, may sustain or incur as a result of Member's use of the Marks.

16. If any legal action is initiated by either Member or MMA related to Member's use of the Marks, the prevailing party shall be entitled to recover from the other party reasonable costs and attorneys' fees in addition to any other relief that may be awarded.

Online Payment Center Terms and Conditions

By accessing or using the Mobile Marketing Association's (MMA) online payment service, you agree to be bound by all applicable terms and conditions. The MMA may modify this agreement at any time, with or without notice. You agree that by using our website after any such modifications, you will be deemed to have reviewed, agreed to and accepted any applicable modifications.

The MMA online payment service is provided to you to facilitate payment of member dues, sponsorships and other products and services. You will receive a confirmation once payment has been received. PayPal Payflow Gateway, a third party service securely processes payments.

The MMA will not be liable for any deficiencies in the accuracy, completeness, availability, privacy, security or timeliness of payment information sent via this service. The MMA will not be liable for any damages of any kind arising from the use of this site, including, but not limited to, direct, indirect, incidental, consequential, exemplary, and punitive damages. The MMA will not be liable for any breach of your personal or credit card information resulting from the interception of such information during its transmission to MMA. You expressly agree that your use of this service is at your sole risk. You agree that you will not intentionally provide false information when accessing or using the MMA's online payment service.

The MMA is committed to your privacy and will not distribute information sent via this service to third parties. The MMA's finance and membership departments alone has access to data collected and will not store any personally identifiable information, including credit card information.

For questions in using this service, please contact finance@mmaglobal.com.

Recurring Payment Terms and Conditions

Recurring Payment Authorization (Credit Card/Debit Card)

By applying for recurring payments, you accept these terms and conditions authorizing the Mobile Marketing Association (MMA) to charge the credit card or debit the debit card account that you have specified each month in the amount of the balance due as part of your annual MMA membership. You agree that the payment card specified by you for automatic monthly bill payments to the MMA is, and will continue to be, an account that you own, and that you will maintain sufficient availability under your credit card limit, or sufficient funds in the account linked to your debit card, as applicable, to pay your monthly MMA bill. The automatic monthly charge to your credit card or debit to your debit card account will occur on or after the first day of each month. Once the monthly payment has been processed, you will receive an electronic (email) notification that payment has been applied to your card for the sum of your monthly membership dues from the MMA's finance department.

These terms and conditions will constitute your copy of your recurring payment authorization to the MMA. Please print and retain a copy of this recurring payment authorization for your records.

Recurring Payment Authorization Cancellation

Annual memberships, paid on a recurring monthly basis, may be cancelled at any time. However, you will still be charged monthly for the remainder of your annual membership, as part of your recurring payment authorization, and will not receive a refund for your annual membership in sum or in part. Payment will be deducted until the full payment for your annual membership has been made.

Recurring Annual Memberships Cancellation

For those that authorize recurring annual memberships as part of the annual renewal process, you may cancel your recurring payment authorization only by contacting the MMA in writing prior to the renewal due date of your annual membership. If your cancellation request is submitted after this time, the cancellation will not take effect until the following billing cycle for your MMA membership (typically 12 months from the date of renewal).

The MMA reserves the right to change these conditions at any time. Notice may be given on or with your bill or by other methods.

Disclaimers: Limitation of Liability

THE MMA SITE, THE MMA CONTENT AND ANY OTHER GOODS OR SERVICES PROVIDED BY MMA ARE PROVIDED "AS IS" AND THERE ARE NO WARRANTIES, CONDITIONS, GUARANTIES OR REPRESENTATIONS MADE BY MMA WITH RESPECT TO THE FOREGOING, WHETHER EXPRESS OR IMPLIED, IN LAW OR IN FACT, ORAL OR IN WRITING. FURTHERMORE: (a) MMA MAKES NO WARRANTY THAT THE MMA SITE OR THE MMA CONTENT, AND ACCESS THERETO, WILL BE UNINTERRUPTED, SECURE OR ERROR FREE; (b) YOUR USE OF THE MMA SITE AND THE MMA CONTENT, AND YOUR RELIANCE THEREON, IS AT YOUR OWN RISK; (c) MMA MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ADEQUACY, TRUTH, COMPLETENESS, ACCURACY OR TIMELINESS OF THE MMA CONTENT, AND; (d) MMA EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

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Governing Law

These terms and conditions shall be construed, enforced and performed in accordance with the laws of the State of New York, without reference to its principals of conflicts of laws, to the extent not pre-empted by federal law.

If you have any questions in regards to the information in this document, please contact mma@mmaglobal.com