

APPLICATION FOR UK 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." 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

Payment Structure

Please circle one

	1 year	2 year (20% discount)
Companies over 2 years in operation or 2+ million in mobile revenue	€ 2000	€3200
Companies under 2 years in operation, less than 2 million in mobile revenue, or less than 50 employees	€1000	€1600

Payment Information

Payment can be accepted via credit card or wire transfer.

Credit Card

American Express Discover 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)

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.

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 ("Terms and Conditions") in the Mobile Marketing Association ("MMA"), as provided for below. MMA may change the Terms and Conditions at any time with or without notice and each Member's continued participation in the MMA shall be considered acceptance of such changes.

Each Member also agrees to abide by any additional membership terms posted on MMA's website at www.mmaglobal.com ("MMA Site"), as may be changed from time to time, and the Member Application completed prior to becoming a MMA Member.

Additionally, each Member agrees to abide by the Bylaws of MMA, which can be accessed by Members on the MMA Site.

TERMS AND CONDITIONS

Payment Deposit

In the first billing of a new MMA Member, an additional two (2) months of prorated membership dues will be assessed. The MMA will hold this prorated amount on deposit for the entire term of such Member's membership. After such Member terminates its membership, any monies due the MMA at that time will first be deducted from that Member's deposit account immediately upon termination. If Member owes MMA any additional money, Member shall pay such outstanding amount within five (5) days of terminating its membership. If any money still remains in such Member's deposit account, the terminating Member may request a refund by sending a letter to the MMA within ninety (90) days from the Member's termination date. If the letter is not received within ninety (90) days, the Member forfeits such money to MMA.

Membership Renewal

MMA shall send membership renewal invoices to its Members at least sixty (60) days prior to the Member's membership renewal date. Invoices shall be sent both via email and postal mail to the Member's address provided on its Membership Application. A Member's membership shall be renewed automatically for an additional term under the same membership terms and conditions of such Member's current MMA membership unless such Member notifies the MMA in writing of its intent not to renew or of its intent to change its membership category no earlier than 45 days prior to the initial renewal date or any subsequent renewal date and not later than 15 days prior to the initial renewal date or any subsequent renewal date. Member acknowledges and agrees that it shall be responsible for paying its full membership fee for the renewal term if Member fails to notify MMA in writing in a timely manner of its intent not to renew its membership or of its intent to change its membership category.

Termination Policy

A Member may terminate its membership at any time, but must pay all outstanding membership dues for the remainder of its initial membership term and any applicable renewal term. Member shall not be entitled to a refund of any dues or fees. If Member fails to pay dues or fees within ninety (90) days of invoice, MMA may, in its sole and absolute discretion, terminate Member's membership. If Member's membership is so terminated, Member shall be obligated to pay all remaining membership dues for the remainder of its initial membership term and any applicable renewal term.

Content and Copyright Notice

MMA owns 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"). MMA Content is available to 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:

- Members may print or download extracts of the MMA Content for personal and non-commercial use only.
- Members may make copies of MMA Content for individual third parties for their personal use, but only if Members and such third parties acknowledge that the MMA is the source of the material and do not remove or alter any copyright notice in the MMA Content.
- Members may not, except with MMA's express written permission, distribute or commercially exploit the MMA Content nor 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, Member agrees 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 Content, in various forms including, but not limited to, submitting ideas, participating in committees, and making presentations. 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 Member, Member's officers, directors, employees, agents and independent contractors acting on Member's 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 the MMA or as part of a larger compilation 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, developed in connection with Member's participation in a MMA working group or committee, or developed by Member in connection with Member making a presentation at a MMA event. 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 Content.

MMA Trademark Use & Conditions

1. 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, solely for the purpose of identifying itself as a member of MMA. Member shall not use the 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:
 - (a) (Blue) PMS Color: 3285 C – circles;
 - (b) (Teal) PMS Color: 320 C – letters "m," "a" and trademark;
 - (c) (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:
 - (a) (Blue) PMS Color: 3285 C – circles;
 - (b) (Teal) PMS Color: 320 C – letters "m," "a," trademark and member;
 - (c) (Black) – mobile marketing association text.
5. Any reference by Member to the MMA Site, including but not limited to www.mmaglobal.com, shall include a link to such website 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 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.
9. In the event of termination, Member shall discontinue use of the Marks within three (3) days of the date of such termination.
10. 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.
11. Upon twenty-four (24) hour notice, Member shall permit duly authorized representatives of MMA to inspect any use of the Marks by Member.
12. Member acknowledges and agrees that MMA is the sole owner of the Marks and Member is estopped from claiming any ownership rights in the Marks or otherwise use any trademarks or service marks that are the same or similar to the Marks.
13. 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.
14. 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.
15. 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.

Mobile Marketing Association

www.mmaglobal.com

If you have any questions, please contact emea@mmaglobal.com

Online Payment Center Terms and Conditions

By accessing or using MMA's online payment service, Member agrees to be bound by all applicable terms and conditions. MMA may modify the terms and conditions at any time, with or without notice. The MMA online payment service is provided to Member to facilitate payment of dues, sponsorships and other products and services. Member will receive a confirmation once payment has been received. PayPal Payflow Gateway, a third party service, processes payments.

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

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

For questions regarding using this online payment service, please contact finance@mmaglobal.com.

Recurring Payment Authorization (Credit Card/Debit Card)

By applying for recurring payments, Member accepts these terms and conditions authorizing MMA to charge the credit card or debit the debit card account that Member has specified each month, each quarter, and/or each year in the amount of the balance due as part of Member's MMA membership. Member agrees that the payment card specified by Member for automatic bill payments to MMA is, and will continue to be, an account that Member owns, and that Member will maintain sufficient availability under Member's credit card limit, or sufficient funds in the account linked to Member's debit card, as applicable, to pay Member's MMA bill. The automatic charge to Member's credit card or debit to Member's debit card account will occur on or after the first day of the applicable month. Once the payment has been processed, Member will receive an electronic (email) notification that payment has been applied to Member's card for the sum of Member's partial membership dues from the MMA's finance department.

These terms and conditions will constitute Member's copy of Member's recurring payment authorization to MMA. Member should print and retain a copy of this recurring payment authorization for Member's records.

Recurring Payment Authorization Cancellation

Member may cancel its recurring payment authorization to MMA at any time. However, Member acknowledges and agrees that it must pay in total any remaining balance of Member's membership fees for Member's initial membership term or any applicable renewal term via check or wire transfer at time of such cancellation. If MMA does not receive full payment within five (5) business days of such cancellation, Member hereby authorizes MMA to charge Member's credit card or debit Member's debit card account in the amount of the remaining balance of Member's membership.

Disclaimers; Limitation of Liability

THE MMA SITE, 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 MMA CONTENT, AND ACCESS THERETO, WILL BE UNINTERRUPTED, SECURE OR ERROR FREE; (b) MEMBER'S USE OF THE MMA SITE AND MMA CONTENT, AND MEMBER'S RELIANCE THEREON, IS AT MEMBER'S OWN RISK; (c) MMA MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ADEQUACY, TRUTH, COMPLETENESS, ACCURACY OR TIMELINESS OF 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.

UNDER NO CIRCUMSTANCES SHALL MMA OR ITS ADVERTISERS, VENDORS, PRODUCT OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM, OR ARISE OUT OF MEMBER'S MEMBERSHIP IN MMA, THE USE OF, OR INABILITY TO USE, THE MMA SITE OR MMA CONTENT. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF MMA OR ITS ADVERTISERS, VENDORS, PRODUCT OR SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. MMA'S MAXIMUM LIABILITY TO ANY MEMBER SHALL BE THE AMOUNT OF THE MEMBERSHIP DUES PAID BY MEMBER TO MMA IN THE TWELVE MONTHS PRECEDING THE MEMBER'S CAUSE OF ACTION. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, MMA AND ITS ADVERTISERS, VENDORS, PRODUCT OR SERVICE PROVIDERS LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED AS MUCH AS PERMITTED BY THE LAW OF SUCH JURISDICTION.

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 preempted by federal law.

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