

PROMO ONLY[®]

SUBSCRIBER AGREEMENT

257 S. Lake Destiny Drive, Orlando, FL 32810

(407) 331-3600 • Fax (407) 331-6400

Subscriber Name: _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Phone Number: _____

E - MAIL Address _____

Club, Station, Business Name: _____

Business Address: _____

City, State, Zip Code: _____

Business Phone # (_____) - _____ - _____

Average Weekly Attendance. _____ REFERRED BY: _____

Have you spoken with a Promo Only Music Consultant previously? If so, who? _____

Please check all that apply; _____ Audio Subscriber _____ Video Subscriber

This agreement made on this ____ day of _____, 20__ between Promo Only, Inc., a Florida Corporation, hereinafter referred to as "Licensor", and the Undersigned, representing themselves or a business in which they are employed, hereafter referred to as "Licensee" or "Subscriber."

Promo Only is a product whose sole intent is the promotional exposure of music and music video and is restricted to use by professional DJ's, Radio Stations, and specific music industry related professionals only. Use of this product beyond this intent is prohibited.

Video Subscribers are obligated to supply programming feedback to Promo Only, Inc., including a list of "Top 10 Videos," by the last day of the month. The video programmer must supply the feedback for each location either via the Promo Only Website or facsimile. Extra admission may not be charged to view promotional video music.

This entire agreement is binding for one year beyond the last day of the month of the last month's issue(s) subscribed to or shipped to Licensee. The agreement will be automatically extended for further like periods under the same terms and conditions upon renewal of any subscription or continued receipt of any product. None of the music and videos received by Licensee can in ANY way be sold, rented, duplicated, broadcast, or removed for play at any restricted location. Licensor reserves the right to require Licensee to cease and desist playing any audio or video clip upon written notice. If Licensee violates any portion of this Agreement, Licensee's rights immediately terminate and all music and videos must be returned to Promo Only, Inc. upon demand.

Any resale, distribution in any manner, public display, and duplication in part or as a whole, including but not limited to all forms of digital encoding or duplication onto ANY format, is expressly prohibited. Duplication includes, but is not limited to, copies of files used on multiple computers, copies of discs used by multiple employees or contractors of the same business, or the use of any product at more than one (1) location whether through copies of the original program on CD or DVD, via digital copies, or via use of centralized server(s) or other digital distribution systems or networks. Violation of any applicable laws, including federal copyright laws or any other misuse of this promotional product, is strictly prohibited. Subscribers violating any portion of these conditions will be subject to immediate cancellation of subscription with no refund, and the Licensee will be held responsible for any legal actions resulting from this misuse including but not limited to criminal prosecution. Promo Only, Inc. will be held harmless for any activity of subscriber not specifically stated in this agreement. All respective copyrights are retained by the artists, producers, and/or participating record labels and all applicable laws pertaining to original copyright owners continue to apply.

Because of its promotional nature, Promo Only, Inc. reserves the right to refuse a subscription to anyone, for any reason, and cancel any subscription without refund for violation of any of the above statements or the inability to verify any of the information supplied by the subscriber.

CD's and DVDs damaged in shipping, having defects from manufacturing, or which are lost in shipping will be replaced by First Class U.S. mail upon return of defective disc(s) or notification by the 30th day of the month it was issued. Promo Only reserves the right to discontinue subscriptions for excessive replacements.

Both parties hereto agree to the application of the Laws of the State of Florida to all disputes arising directly or indirectly under the Agreement. The forum for all disputes shall be within the State of Florida, unless otherwise agreed to by the parties in writing.

By signing this document the Licensee/Subscriber acknowledges the preceding statements and the following:

- 1) All information in the agreement is true and correct;
- 2) Licensee/subscriber is over 18 years of age;
- 3) The document as a whole is a legal and binding contract;
- 4) The discs may not be resold, exchanged, duplicated or traded in any way;
- 5) Licensee/subscriber is responsible for all applicable ASCAP, BMI, SESAC and other related fees;
- 6) Promo Only, Inc. reserves the right to refuse a subscription to anyone, for any reason, and to cancel any subscription to anyone without refund for violation of this agreement or the inability to verify any of the information provided by the licensee/subscriber;
- 7) Licensee/Subscriber holds Licensor harmless with regard to all clauses of the Agreement; and
- 8) Licensee/subscriber is responsible for all legal fees arising from Licensor's enforcement of any terms of this Agreement.

Transmittal of the Agreement by facsimile by Licensee/subscriber shall create a binding agreement subject to acceptance by Promo Only, Inc.

SIGNATURE: _____

(same as representative named above)

TITLE: _____ TODAY'S DATE: _____

APPROVED BY PROMO ONLY, INC.: _____

----- **ORDERING INFO** -----

SUBSCRIPTION LENGTH (prices per format) :

3 month (\$50) **6 month** (\$90) **1 year** (\$160)

UK Formats

3 month (\$75) **6 month** (\$140) **1 year** (\$225)

PROMO ONLY CD FORMAT:

RADIO Series: **MAINSTREAM RADIO**
 RHYTHM RADIO
 URBAN RADIO
 COUNTRY RADIO
 MODERN ROCK
 DANCE RADIO

CLUB Series: **MAINSTREAM CLUB**
 RHYTHM CLUB
 UNDERGROUND CLUB
 ALTERNATIVE CLUB
 URBAN CLUB

LATIN Series: **REGIONAL LATIN**
 TROPICAL LATIN
 POP LATIN

UK BEATS Series: **UK CLUB BEATS**
 UK UNDERGROUND BEATS

CHRISTIAN Series: **CONTEMPORARY CHRISTIAN**

EXPRESS AUDIO: **AUDIO** (\$50/month)
 AUDIO PLUS (\$60/month)
 VIDEO PLUS (\$70/month)

CARIBBEAN Series: **CARIBBEAN**

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START SUBSCRIPTION WITH: MONTH _____ YEAR _____

(***** 6 or more discs on initial shipment requires additional shipping.)
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PAYMENT TYPE: **Visa** **Mastercard** **American Express**
 COD
 Prepaid (payment enclosed, FL add county tax, IL add 6.5%, CA add county & local tax)
 Credit Card or **Debit Card**

CARD# _____ **EXP. DATE** _____

PRINT NAME AS IT APPEARS ON CARD: _____

SIGNATURE: _____

CREDIT CARD BILLING ADDRESS:

To Subscribe, complete a Subscription Order Form, Sign the Video Service Agreement, Cut a check and send it to Promo Only.

New Video Subscriptions
257 S. Lake Destiny Drive
Orlando, FL. 32810

or FAX it to 407-331-6400.

Or pick up the phone with your credit card and we'll help you get started. (NOTE: a subscriber agreement is still required for phone orders.) We'll even send you your first issue COD. Our Promo Only staff is standing by Monday thru Friday from 8AM – 8PM EST. The digits to dial: 407-331-3600.

DVD VIDEO SUBSCRIPTION ORDERING INFO

Subscriber Name: _____ **E-MAIL Address:** _____

Club, Business Name: _____ **Phone Number:** () _____

_____ **Fax:** () _____

Mailing Address: _____

Business Address: _____

SUBSCRIPTION LENGTH: _____ **3 Month** (\$100) _____ **6 month** (\$180) _____ **12 months** (\$300)

START SUBSCRIPTION WITH: **MONTH** _____ **YEAR** _____

_____ Hot Video	_____ Club Video	_____ Modern Rock	_____ Express	(\$89/month)
_____ DFF Hot Video	_____ Pop Mix	_____ Latin Video	_____ Express Plus	(\$99/month)
_____ Urban Video	_____ Dance Mix	_____ Country	_____ DFF Express	(\$89/month)
			_____ DFF Express Plus	(\$99/month)

HOT VIDEO CLASSICS / SPECIALTY DVDs

Check BOX for DFF (digital file format) versions:

_____ Ambient	1 2 3 4 5 6	_____ Christmas	_____ 70s	1 2	_____ 94	1 2
_____ Urban Mix	1 2 3 4 5 6	_____ All Time Party	_____ 80-83	1 2 3	_____ 95	1 2
_____ Best of Country	1 2 3 4	_____ Rink Essentials	_____ 84-86	1 2 3 4 5	_____ 96	1 2
_____ Reggaeton	1 2 3	_____ Alt 80-83	_____ 87-89	1 2 3 4 5	_____ 97	1 2
_____ Best of Tropical	1 2	_____ Alt 84-86	_____ 90	1 2	_____ 98	1 2
_____ Love Songs	1 2 3 4	_____ Alt 87-89	_____ 91	1 2	_____ 99	1 2
_____ Hair Bands	1 2 3	_____ Old Skool	_____ 92	1 2	_____ 00	1 2 3
_____ Spooky	1 2	1 2 3 4	_____ 93	1 2	_____ 01	1 2 3
_____ Kid's Pop	1 2				_____ 02	1 2 3
					_____ 03	1 2

PAYMENT TYPE: ___ **CREDIT CARD** ___ **DEBIT CARD** ___ **C.O.D.** ___ **Prepaid** (payment enclosed, FL add county tax, IL add 6.5%, CA add county tax)

CARD # _____ **EXP. DATE** _____

PRINT NAME AS IT APPEARS ON CARD: _____

SIGNATURE: _____

CREDIT CARD BILLING ADDRESS: _____