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SUBSCRIBER CD AGREEMENT

Dealer Name: _____ Employee/Dealer Representative: _____

First Name: _____ Last Name: _____

Club or Business Name: (must be included) _____

Mailing Address: _____

City: _____ Province: _____ Postal Code: _____

E-Mail: _____

Work(_____) _____ Home(_____) _____ Fax(_____) _____

The following is an agreement between *Promo Only CD's Inc.*, an Alberta corporation carrying on business as "*Promo Only*" and the undersigned, representing themselves or the club/business by which they are employed in a professional capacity, hereinafter referred to as the "Subscriber." By signing the within agreement the Subscriber acknowledges that:

I, _____ the Proprietor/Partner/Director or Officer of _____ is a commercial subscriber and leases Digital Programs from Promo Only, and/or one of its authorized third party distributors. I am an adult over the age of 18 years old and can fully and legally execute this agreement. I am a disc jockey and/or commercial end user, using Promo Only digital programs in this professional capacity, in accordance with the terms and conditions set out herein. Promo Only digital programs are solely intended for promotional use and is subject to recall. Any use of these products beyond this intent is unlawful. Any unauthorized sale, resale, distribution, public display, duplication violation of any applicable laws, including federal copyright laws, or any other misuse intentional or otherwise, is strictly prohibited. Subscribers violating any of these terms and conditions will be subject to any legal action resulting from such misuse, including, but not limited to, federal prosecution. All respective copyrights are retained by the artists, producers and/or participating record labels. If non-sufficient-funds (NSF) cheque is received, or lack of payment for an outstanding invoice, Promo Only reserves the right to terminate the subscription and or said agreement. Promo Only may use all means necessary to obtain payment including but not limited to collection agencies, financial institutions and credit card companies. Your signature authorizes Promo Only to bill an outstanding invoice, or non-sufficient-funds cheque received, to your credit card number on file. In the case of a sales draft request by a credit card company, your signature on this form will indicate your permission to bill your credit card number on file.

Promo Only has entered into a music supply licensing agreement with the Audio Visual Licensing Agency Inc., hereinafter referred to as the "AVLA". The undersigned hereby acknowledges that as a Subscriber they are subject to the terms and conditions of the agreement between Promo Only and the AVLA including, but not limited to the following:

1. Recorded musical composition embodied on Digital Programs leased from Promo Only are not to be duplicated, sold or otherwise distributed, pledged, mortgaged or in any other way encumbered.
2. The copyright in the recorded musical compositions embodied on Digital Programs leased from Promo Only are the property of the AVLA member Record Companies.
3. The term of any lease agreement for Digital Programs with Promo Only is subject to and terminates upon termination of the AVLA and Promo Only CD's Inc licensing agreement and all Promo Only's Digital Programs must be returned to Promo Only or to AVLA upon written notice of termination.
4. As a subscriber described herein I hereby acknowledge and understand that I will receive Promo Only product through a registered Dealer authorized by Promo Only. I further understand and acknowledge that I have the right and obligation to contact and communicate directly with Promo Only regarding any and all concerns with respect to the authorized Dealer. I hereby acknowledge and understand that in the event of a breakdown in communication or the termination of the contract between Promo Only and the registered Dealer, Promo Only will contact me directly in an effort to ensure that product is provided directly to me without disruption.

Dated at _____ this _____ day of _____, _____
 (city, province) (date) (month) (year)

Signature of Subscriber: _____ (My Signature binds me personally and/or my company)

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