

Can NOW be viewed on most Smart Phones and Tablets (Apple and Android)

Features of our 24-Page Electronic Brochure:

- Electronic Brochure is customized with your contact information.*
- Seamlessly integrates into your website offering an impressive “Wow Effect.”
- Patient views the 24 page color brochure through their web browser while on your website.
- Can be viewed on all Window and Mac computers and most smart phones and tablets (Apple & Android).
- Patients can view customized 24-page color brochure right from their email. Just include a link to the electronic brochure and with one click, it’s right there in front of them.
- Can be used even if you don’t have a website.

Step 1. Please check one option: Lumbar Only _____ Lumbar with Cervical _____

Step 2. Please check one option: Generic 24-Page Non-Surgical Spinal Decompression _____ 24-Page VAX-D® _____

Step 3. Please check all that apply:

Product Description	Price	Check All Items You Are Ordering
One time Design and Set up fee	\$124	_____
Fee for First Year of Use	\$169	_____
Annual Renewal Fee (starts the 2nd year)	\$149	_____
Change Fee (any changes to your contact info, etc.)	\$74	_____
* The 24-page Electronic Brochure is customized with your contact information on the front and back cover, as well as the bottom of each inside page. <u>Additional design fees may apply if special customizations are requested. Call for details.</u>	Sales Tax: We are required to add sales tax to WA and WY orders.	_____
	PLEASE NOTE: ALL SALES ARE FINAL	Total: _____

Step 4. Please List the Info You Want Shown on Your Custom Electronic Brochure:

Clinic Name: _____

Website: _____

Office Address: _____

Doctor(s) Names & Titles: _____

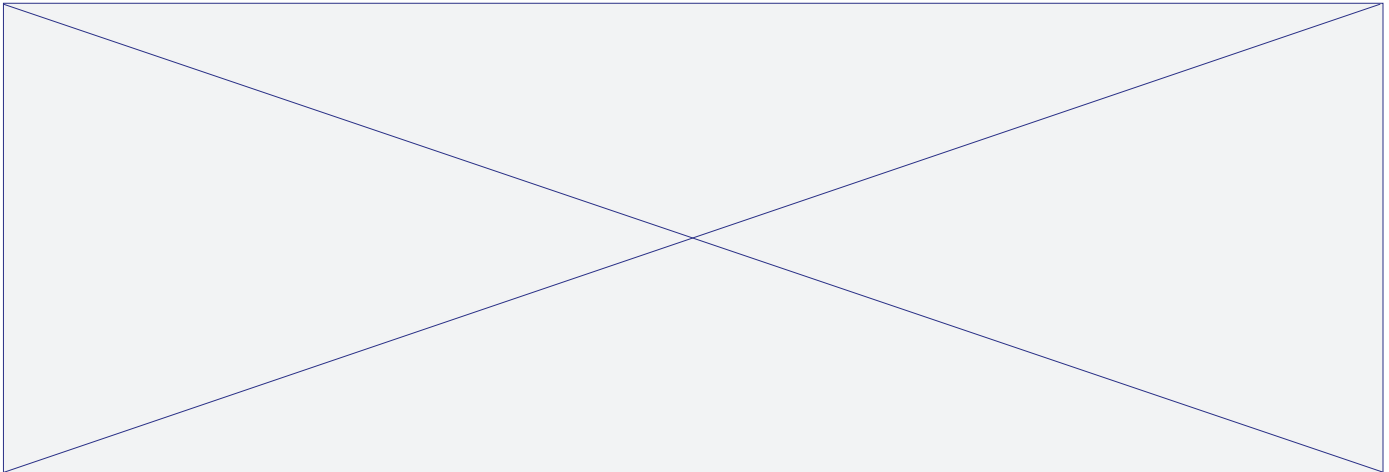
Telephone: _____

Document Title: *This title shows when brochure is opened on phones and tablets (Title Example: Smith_Chiropractic).*

Logo: If you have a logo, please send a high-res, full color image in pdf, jpeg, tiff, or eps to orders@mediawestpublications.com.

Return via Fax: 702-446-8397 or Call: 877-968-8631

Return this page via fax to: 702-446-8397



Step 5.

SHIPPING AND CONTACT INFORMATION:

Company: _____

Contact Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: () _____ - _____ Fax: () _____ - _____

Email: _____

Clinic Website Address (If applicable) _____

How did you hear about us? _____

Step 6.

CREDIT CARD PAYMENT INFORMATION:

PLEASE NOTE: ALL SALES ARE FINAL

MasterCard _____ Visa _____ Discover _____ AMEX _____

Credit Card Number: _____

Exp Date: _____ Security Card Code (3 digit code on back. 3 or 4 digit code on front of AMEX) _____

Name on Card: _____

Your Billing Company Name, If Applicable: _____

BILLING ADDRESS FOR CREDIT CARD:

Billing Address is same as shipping: _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____

Billing Telephone: () _____ - _____

Electronic Media User License Agreement (EMULA):

I. PARTIES TO AGREEMENT:

Publisher:

MediaWest Corp

38954 Proctor Blvd, #158

Sandy, OR 97055

(702) 948-0633 Business

(702) 446-8397 Fax

eMail: Orders@MediaWestPublications.com

End User Client:

Tel: _____

Fax: _____

eMail: _____

This agreement is between MediaWest Corporation, hereinafter also referred to as "Publisher," and _____, hereinafter also referred to as "End User Client."

See above listed information.

II. SUBSCRIPTION BASED SERVICE / ONE TIME SETUP FEES

- a. The parties to this agreement hereby establish a subscription in which customized electronic versions of medical marketing materials are provided by Publisher to End User Client. The subscription is ongoing, and may be cancelled at the end of each subscription period by either party at any time for any reason as long as ten (10) days notice is given.
- b. During the period of subscription, End User Client may distribute in unlimited quantity materials provided to it under this agreement by Publisher. Use and distribution of said materials is governed by sections III and IV of this agreement.
- c. End User Client will pay Publisher a one time standard design fee of \$124.00 (One Hundred Twenty-Four Dollars) for each unique Electronic 24 Page Spinal Decompression Brochure. Said Electronic 24 Page Brochure may require the services of a qualified Web Master as they are hosted on a web site. Once properly configured they may be viewed by any computer, and most smart phones and tablets running an internet web browser.
- d. In addition to any one time setup fees, End User Client agrees to pay Publisher in advance for the period subscription is active; and billable by Publisher to End User Client Credit Card. The rate of said subscription is as follows: \$169.00 (One Hundred Sixty-Nine Dollars) for twelve months. The renewal rate for the second year and following years is: \$149.00 (One Hundred Forty-Nine Dollars). Any changes to the file (e.g. new company name, address, logo etc.) will be \$74.00 (Seventy-Four Dollars).
- f. Should either party terminate this subscription, or should the subscription lapse due to non-payment on the part of the End User Client, subscription shall be in effect through the last paid day. After the last paid day, subscription shall be considered to be expired. All materials provided to End User Client by Publisher shall be left active for an additional 10 (ten) days following the last paid day, after which Publisher may deactivate materials without notice.
- g. All fees are payable in advance and are non refundable.

III. LIMITED USE LICENSE DURING SUBSCRIPTION PERIOD

- a. End User Client acknowledges and agrees that what it is purchasing from Publisher is a limited, non-exclusive license to store, distribute, and view materials provided by Publisher during the subscription period. This license, hereinafter referred to as "License," shall terminate upon expiration of subscription period.
- b. It is expressly understood that License is granted on a subscription basis. Materials provided by Publisher to End User Client during the subscription may not be accessible after subscription expiration. This includes all copies of materials provided to End User Client regardless of when they were obtained, where they currently reside, and who they were distributed to.
- c. End User Client expressly agrees that materials provided by Publisher are to be used exclusively for the promotion of End User Client's own medical services business. Materials provided by Publisher may not be modified, changed, and/or altered in any way except by Publisher.
- d. Materials provided by Publisher to End User Client may not be duplicated, distributed, transferred, shared, given, transmitted electronically (*or otherwise*), sold, or conferred in any fashion to any third party unless said materials are in original form as provided by Publisher. Original form includes any and all Digital Rights Management (DRM) that may be embedded.

IV. OWNERSHIP OF INTELLECTUAL PROPERTY

- a. End User Client expressly acknowledges that all content, images, graphs, charts, and text contained in materials provided by Publisher to End User Client are the protected property of Publisher; and expressly agrees neither to directly nor indirectly use, nor allow the use, of any protected property belonging to Publisher in any fashion other than the distribution of materials directly provided to End User Client by Publisher.
- b. All items, including any such items and/or deliverables developed while working on this project, belong to and remain the property of the Publisher. Publisher retains the rights to possess, store, modify, execute, duplicate, distribute, use, reuse and/or resell such deliverables as it sees fit.
- c. Should End User Client violate this agreement and use or allow the use of protected materials in a fashion prohibited by paragraph (a) of section IV and/or paragraph (d) of section III of this agreement, End User Client agrees to pay any and all costs incurred by Publisher in any legal action(s) that it may take against End User Clients.

V. DISCLAIMER OF WARRANTIES / LIMITATION OF LIABILITY

- a. Publisher makes no warranty, representation, or promise not expressly set forth in this agreement. Publisher disclaims and excludes any and all implied warranties of merchantability and fitness for a particular purpose and does not warrant that materials provided will be without defect or error. Materials are provided on an "As Is" basis.
- b. Publisher is a media content provider, and is not currently in the business of providing web mastering and/or internet hosting services. All web mastering and/or internet hosting services should be obtained from a reputable service provider.
- c. Publisher shall not be liable for any special, incidental, consequential, indirect, or punitive damages, lost profits or revenue, loss of use of the materials provided, loss of data, the cost of any substitute equipment or program, or claims by any party other than End User Clients.

VI. ENTIRE AGREEMENT

- a. This Electronic Media User License Agreement, hereinafter also referred to as "EMULA," is the entire agreement between the parties and may only be amended by written addendum signed by both parties.
- b. No person, other than the signatories of this agreement, including any vendor, distributor, dealer, retailer, sales person, or other person is authorized to modify this agreement or to make any warranty, representation, or promise which is different than, or in addition to, the warranties, representations, or promises of this agreement.
- c. Should any part of this agreement be found to be illegal or unenforceable, all other parts of this agreement shall remain intact and retain its full force and effect.

VII. VENUE

This agreement is governed by the laws of the State of Oregon or wherever Publisher determines, and the United States of America.

End User Client

Name of Clinic/Company

By: _____
Signature Title

Print Name Date