

## Membership Terms & Conditions

The following terms and conditions govern the Managed Print Services Association (MPSA)® Membership and the benefits available thereunder (the "MPSA Service"). **ALL PERSONS SUBSCRIBING TO THE MPSA SERVICE ARE URGED TO READ THE MEMBERSHIP TERMS & CONDITIONS CAREFULLY AND IF YOU HAVE ANY QUESTIONS TO CONTACT AN MPSA REPRESENTATIVE** This membership terms & conditions (the "Membership Terms & Conditions," or "Agreement") is made between Managed Print Services Association (MPSA), a New Jersey Non-profit corporation and the person registering for membership or otherwise specified on the MPSA membership application. ("you" or the "Member").

1. **Description of MPSA Services.** Each Member is entitled to receive discounts and other benefits on specified MPS-related and other products / services offered by participating members ("Benefits").
  - a. All Benefits, including, without limitation, a then current listing of participating members, are accessible online at [http://yourmpsa.org/resources/Documents/MPSA%20Materials/Membership%20Collateral/MPSA\\_Membership\\_Benefits\\_AtAGlance.pdf](http://yourmpsa.org/resources/Documents/MPSA%20Materials/Membership%20Collateral/MPSA_Membership_Benefits_AtAGlance.pdf) (the "Benefits Website"). To access some Benefits or information related to Benefits or the MPSA Service from the Benefits Website, a Member will be required to be a member in good standing and enter his or her MPSA registered email address and password.
  - b. Discounts and other Benefits available to Members are based upon negotiated group discounts from participating members' usual and customary fees, or on national or regional fees for such services. A Member's actual savings and benefits may vary depending upon Member's physical location and the specific Benefit. Discounts and other Benefits available to Members may not be combined with discounts from any other discount program.
  - c. All Benefits are subject to discontinuation, change, modification, improvement or substitution without notice and MPSA makes no representations or warranties with respect to, and accepts no responsibility or liability for, out of date or erroneous information related thereto.
  - d. MPSA has negotiated with the providers of Benefits in an attempt to acquire the best possible products, services and discounts for its members.
  - e. The membership fee for the MPSA can be found at <http://yourmpsa.org/join>
2. **Membership Term; Renewals.** A Member shall be entitled to all of the Benefits available to Members of the MPSA Service for the ensuing twelve-month period under the annual plan, commencing on the date of acceptance of the Member's application for enrollment for each twelve-month period thereafter (the "Membership Term"). MPSA reserves the right, at its sole discretion, to change the terms and conditions of this Agreement at any time, with or without notice to any Member, or to cancel this Agreement or the MPSA Service.
3. **Electronic Disclosure and Consent.** Your submission of an electronic application shall constitute your consent to receive any and all disclosures, notices and other communications including any notice that may be legally required to be provided to you regarding this Agreement, in electronic form. MPSA will provide all future disclosures and notices by sending an alert to the electronic mail address that you have provided.

At your request, MPSA agrees to provide you with a paper copy of any amendments to this Agreement but MPSA will charge you a processing fee and a shipping fee for such service. You may request paper copies of required notices by sending such request to [Justin.West@yourmpsa.org](mailto:Justin.West@yourmpsa.org)

- a. You have the right to withdraw this consent, but if you do MPSA will immediately terminate this Agreement and/or the MPSA Service. To withdraw your consent, please contact MPSA by sending such request to [Justin.West@yourmpsa.org](mailto:Justin.West@yourmpsa.org)
- b. In order for you to access and retain this information, your system must meet the following requirements: (1) A PC or Macintosh compatible computer or other Internet-ready device, (2) Internet Access, (3) An Internet browser such as Internet Explorer 4.0 or above, or another such equivalent Internet browser. In order for you to print or download disclosures

you must have a printer connection from your PC or sufficient hard-drive space available to save the disclosures. Your submission of an online application shall constitute your acknowledgement that you have access to the software and hardware necessary to receive via electronic means these disclosures and notice of any changes to the software and hardware requirements.

- c. It is your responsibility to maintain accurate contact information in your member profile and contact MPSA immediately if your electronic or US postal mail address changes and you are unwilling or unable to update the information online. You can contact MPSA to inform MPSA of such changes through the website.
4. **MPSA Service Fee; Renewal Fees.** The current MPSA Service membership fee (the "Service Fee") will be automatically billed to Member's designated credit card account or other authorized billing source (e.g., debit card) on an annual recurring basis as authorized upon enrollment. Any Member who uses a debit card as the designated credit card account acknowledges that **MPSA will not be responsible for any fees or penalties associated with insufficient funds, bounced checks or any other form of fee due to a charge of the Service Fee to a debit card provided by the Member.** Unless Member cancels membership in the MPSA Service or alters their auto-renewal status through the member profile online pursuant to Section 5 of this Agreement prior to the end of Member's then-current Membership Term, MPSA will automatically renew membership at the end of such then-current Membership Term as authorized upon enrollment and bill the then-current renewal Service Fee to the designated billing source.
5. **Right to Cancel; Refund of MPSA Service Fee.** Members have the right to terminate this Agreement and membership in the MPSA Service at any time. A Member may cancel this Agreement and membership in the MPSA Service, or their auto-renewal, through their member profile, once logged into the website; or by sending such request to Attn: Justin.West@yourmpsa.org If Member cancels their membership before the end of a Membership Term for which Member has paid the Service Fee, the Member cannot receive a refund of such Service Fee nor any portion thereof. Due to the nature of the services provided by MPSA (many of which are accessible immediately upon acceptance) it is understood that refunds cannot be issued. Member will remain liable for any other fees or charges to be paid pursuant to this Agreement or the MPSA Service. If Member feels that they have been billed multiple times for the Member Service for one Membership Term, Member should promptly send notice of such, including all membership contact details, billing dates, transaction details and the credit card and/or debit card number that it was billed to Attn: Justin.West@yourmpsa.org
6. **Disclaimer of Liability.** Vendors. MPSA shall have no liability in regard to any services provided, or to be provided, by any non-affiliated third-party sponsor, affiliate or vendor ("Vendor"). All Vendors are independent contractors and not employees, partners or joint venture partners with MPSA. MPSA shall have no liability in regard to any Benefits provided, or to be provided, by any Vendor. You agree that claims with regard to services shall be made against the Vendor providing or performing such services and not MPSA. Although MPSA upon request by the member, will endeavor to intervene in conjunction with a member experiencing a problem or discrepancy with a Vendor, in the event any product or service purchased by a Member is canceled, modified, defective, or otherwise unsatisfactory to the Member, the Member will look solely to the provider, seller, merchant or manufacturer of the product or service for any repair, exchange, refund or satisfaction of claim. Member understands and acknowledges that MPSA cannot force vendors to provide any product, service or promotion and that Vendors are free to run their businesses as they see fit and begin/halt such efforts at their own discretion.
7. **MPSA Member Representation and Obligations.** In return for the discounts and benefits available under the MPSA Service, each Member acknowledges such Member's obligations to MPSA as follows: (a) you have read the "Membership Terms & Conditions" carefully, and understand the provisions of the MPSA Service and the billing method for the payment of the annual Service Fee; (b) You may cancel your membership in the MPSA Service at any time prior to the conclusion of the then current Membership Term and will not be entitled to a refund of the pro rata unused portion of the Service Fee, (c) the Membership Term will renew automatically effective the first day following the conclusion of the existing Membership Term unless you elect to cancel in accordance with this Agreement; (d) the benefits of membership in the MPSA Service are not assignable without the express written consent of MPSA

**You agree not to share any proprietary information supplied you by the MPSA including but not limited to coupon codes, discounts, incentives, and the like to any third-party, individual, entity or institution that are not members of the MPSA. A violation of this provision will result in your forfeiture of membership in the MPSA Service, potential legal action from MPSA and its Members and/or potential legal action from the Vendor;** and (e) MPSA assumes no responsibility for the payment of or contribution to any use or sales tax on Benefits that may be imposed by any state or federal taxing authority and such taxes, to the extent imposed, shall remain the sole responsibility of the Member or the direct provider of the Benefits, as the case may be.

8. **Governing Law; Arbitration.** This Agreement, and the respective rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the State of Connecticut. Any dispute arising between you and MPSA will be submitted to arbitration in the State of Connecticut in accordance with the rules of the American Arbitration Association then in effect. Nothing herein stated shall deprive you of the benefits of your state's consumer protection laws.
9. **Disclaimer of Warranties.** MPSA is not a merchant, manufacturer, or direct provider for many of the Benefits made available to Members. **ACCORDINGLY AND UNLESS A VENDOR HAS AGREED OTHERWISE, ALL PRODUCTS, SERVICES, ADVICE, MERCHANDISE AND INFORMATION AVAILABLE TO MEMBERS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE ABOVE, NO WARRANTY OR GUARANTY IS GIVEN REGARDING THE COMPLETENESS, ACCURACY, RELIABILITY OR QUALITY OF ANY INFORMATION, CONTENT, DATA, SERVICE, ADVICE, SERVICE, PRODUCT OR MERCHANDISE PROVIDED OR AVAILABLE TO, OR PURCHASED BY MEMBERS THROUGH THE BENEFITS WEBSITE OR OTHERWISE THROUGH HIS OR HER MEMBERSHIP IN THE MPSA SERVICE.**
10. **General Release.** Each Member, for himself/herself, and on behalf of any person who uses the Benefits available through the MPSA Service ("**Membership Beneficiary**"), **hereby forever releases, acquits and discharges MPSA from any and all liabilities, claims, demands, actions and causes of action that such Member or such Member's legal representatives may have by reason of any monetary damage or personal injury sustained as a result of or during the use of any and all Benefits available through the MPSA Service. The sole recourse available to a Member, Membership Beneficiary or their legal representatives shall be the cancellation of the Membership.**
11. **Receipt of Communication.** **MPSA cannot guarantee that it receives any email that Member claims to have sent. Member should, at Member's own expense, send any notices to MPSA in a form to ensure to Member that their communication arrived at MPSA, which form may include but not be limited to electronic email with receipt of notification.**
12. **Entire Agreement.** The foregoing Membership Terms & Conditions contain the entire terms and agreements in connection with Member's participation in the MPSA Service and no representations, inducements, promises or agreement, or otherwise, between MPSA and the Member not included herein, shall be of any force or effect. If any of the foregoing terms or provisions shall be invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby.
13. **Binding Effect.** The foregoing Membership Terms & Conditions shall be binding upon and inure to the benefit of MPSA and the Member as well as their respective successors and permitted assigns.

## **Special Addendums or negotiated benefits:**

List any and all addendums or negotiated benefits below.

Signature of the President or Vice President of the association and member representative is required.

Any additional negotiated benefits on a case by-case basis with members, will inherit the previously stated terms/conditions unless otherwise stated below.