

# Membership Enrolment Form

Please complete all sections of this form and print.

Organization Name : \_\_\_\_\_  
*Official name as you would like it to appear on news releases*

Address : \_\_\_\_\_  
*Number, Street, Suite # (P.O. Box not acceptable)*

\_\_\_\_\_

City	State	Country	Zip/PIN
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Main Telephone : (\_\_\_\_) \_\_\_\_\_ Web site URL : \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_ Title : \_\_\_\_\_

Tel.: (\_\_\_\_) \_\_\_\_\_ ext. \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

## Type of Organization

- Public Company       Private Company  
 Partnership       Non-Profit

If Public Co., Exchange: \_\_\_\_\_ Ticker: \_\_\_\_\_

- If Agency  PR     IR     Public Affairs  
 Marketing/Adv.

Industry/Specialty: \_\_\_\_\_

## Representation

Will you be working with PRinINDIA directly or is a PR/IR firm representing you?

- Directly       Agency

If PR agency is representing you, please list agency(ies) authorized to represent and issue news releases on your organization's behalf :

Agency Name: \_\_\_\_\_

Main Telephone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Do you agree to pay all invoices generated by above named agency on your behalf?  Yes  No

## Billing Information

Purchase Order required?  Yes  No  
if Yes,  Individual or  Blanket PO# \_\_\_\_\_

Billing Contact: \_\_\_\_\_

Tel.: (\_\_\_\_) \_\_\_\_\_ Ext \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Billing Address (If different from above):  
\_\_\_\_\_

## Method of Payment

Would you like to charge all future PRinINDIA fees to a credit card?

- Yes       No, Please invoice me

If Yes, member services will contact you once your applications has been processed to collect your Credit Card information.

### For Internal Use Only:

Membership Date: \_\_\_\_\_  
Bureau: \_\_\_\_\_  
Account Manager: \_\_\_\_\_  
Billcodes: \_\_\_\_\_  
Agency \_\_\_\_\_  
Other: \_\_\_\_\_  
Processed By: \_\_\_\_\_  
Approved By: \_\_\_\_\_

# Conditions of Service

Use of this Website is subject to the terms set out in the "Terms of Use" hypertext link located at the bottom of our Web Pages.

## WEBSITE SERVICE AGREEMENT/TERMS OF USE

### 1. ACCEPTANCE OF TERMS

The website services that Spag Consultants Private Limited (hereinafter referred to as "the Company") provides to the user/Member on this Website www.prinindia.com (hereinafter referred to as "the Website") are subject to the following terms of use (hereinafter referred to as "TOU"). The Company reserves the rights to revise at any time without notice to user the TOU including but not limited to the fee structure and charges for use.

a. This Agreement shall govern the use of the Website and the materials contained in the Website and sets forth the terms and conditions that apply to the use of the Website and the materials contained therein by user. By using the Website (other than to read this Agreement for the first time), user agrees to comply with all of the terms and conditions hereof. The right to use the Website is personal to user and is not transferable to any other person or entity. User is responsible for all use of users account (under any screen name or password) and for ensuring that all user accounts comply fully with confidentiality of user password(s), if any. In case the user is a company any member of that Company can use the said username and password, only while the individual is employed with the user company. The company cannot however transfer the user name and password to any other Company.

b. Company shall have the right at any time to change or discontinue any aspect or feature of the Website including, but not limited to content, hours of availability and equipment needed for access or use.

c. The Member represents and warrants to the Company that i) it has the right to deliver to the Company content submitted by the Member ii) it will comply with all applicable laws, rules and regulations including but not limited to the Information Technology Act and the Intellectual Property laws, obtain all required authorizations, from recipients in connection with distribution lists provided by Member and with respect to any data provided by Member and with respect to any data provided by Member concerning individuals, Members have received the consent of such individuals for such transfer. ii) No content submitted by a Member shall contain any content that is obscene, libelous, slanderous or otherwise defamatory, false or misleading or which violates any copyright, right of privacy or publicity or other right of any person (iv) Member content will not contain any viruses, scripts, macros or programs or any code that alters destroys or inhibits the operation of or infiltrates computer systems or data run through such computer systems.(v) By its submission of copy and or/other information to the Company Member agrees to be bound by these conditions of service and that the Member has full right, power and authority to execute these conditions of service.

d. Members shall hold harmless and indemnify the Company its affiliates, directors, agents or employees or any person authorized by the Company to process, transmit or distribute member content from and against any and all claims, losses, damages, liabilities, costs and expenses arising out of or in relation to or with regard to any breach by Member of the foregoing representations and warranties or otherwise arising out of or relating to the contents of the Member Content.

e. Company reserves the right to reject or edit or copy information when necessary in its discretion. Member grants Company a royalty free, non-exclusive perpetual license and right to reproduce, distribute, translate, archive and create derivative works of the processed Member's Content.

### 2. DESCRIPTION OF SERVICE/FEE

This is a member only system and Members are entitled to benefits such as free consulting time, invitation to workshops, seminars and the Companies newsletter INsite™.As a Member/user you will have access to members only area and pricing guide specially designed for the Members. Member needs to login or e-mail your RM for any of your needs from the vast pool of products and services. Members can also request consultation if he needs strategic advice, and on finalization such requirements the team will take over and ensure successful completion of requisite tasks. Members also have an option of choosing and buying any of the customized products.

Company facilities are governed in accordance with the Laws of India including but not limited to the Information Technology Act.

Any information in any format known or hereinafter developed including, without limitation, textual, photographic, video and audio files and Ur/s (hereinafter referred to as "Members Content") may be submitted to the Company by members only at a non refundable fee of Rs 5,000/- annually plus service tax. Services may be withheld and/or interest charges may be levied on overdue accounts @ 18% in addition to any late payment fee/charges. Company shall have the sole discretion to revise the membership fee or any of the aforesaid charges from time to time. Member is solely responsible for updating any and all of its information in a timely manner.

### 3. EQUIPMENT

Member shall be responsible for obtaining and maintaining all telephone, computer hardware, software and other equipment needed for access to and use of the Website and all charges related thereto.

### 4. USER CONDUCT

a. User shall use Website for lawful purposes only. User shall not post or transmit through Website any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law, or which, without Company's express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a user that if in company's discretion restricts or inhibits any other user from using or enjoying the Website will not be permitted. User shall not use the Website to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on line information services competitive with the Company.

b. Unauthorized use of this site and/or the materials contained on this site may violate applicable copyright, trademark or other intellectual property laws or other laws. User shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights or any other harm resulting from such a submission.

### 5. USE OF SERVICES

All news releases and other information-transmitted by the Company must contain a Member supplied contact name and a phone number and a clearly identifiable source. The source gives legitimacy to the news release by indicating who is responsible for the content and cannot be the name of an agency issuing news on behalf of the Member.

### 6. MEMBER ACCOUNT, PASSWORD AND SECURITY

During or before opening an account user must complete the registration process by providing name of the company with current, complete and accurate information as prompted by the applicable registration form. User will choose a password and username. User is entirely responsible for maintaining confidentiality of user password and name. Furthermore user is entirely responsible for all activities on his account.

### 7. LINKS TO THIRD PARTIES

In an attempt to provide increased value to our Member, we may provide links to other Websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

### 8. NOTICE REGARDING SOFTWARE, DOCUMENTS & SERVICES AVAILABLE

IN NO EVENT SHALL THE COMPANY AND/OR ITS EMPLOYEES BE LIABLE FOR ANY SPECIAL DIRECT INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH USE OF THE WEBSITE.

9. MATERIALS PROVIDED TO THE COMPANY OR POSTED AT ANY OF ITS WEBSITES/ DATA PROTECTION POLICY  
Member acknowledges that the information provided on the Website will be held only by the Company and duly authorised agents and may be used by the Company for:-

a. The information you provide on this site may be held and used by us for market analysis and production of internal reports, for marketing our products and services generally and (subject to any objection or preference you may indicate when submitting your details to us) for sending information to you about our products and services from time to time.

b. We may disclose your information to other companies in the group of companies, including their respective partners, agents and sub contractors, for any of the above purposes. In addition, we may disclose your information as may be required by law, regulation or legal proceedings.

c. Should a user login remain unused for a period of 90 days, the account will be automatically terminated.

### 10. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

WEBSITE IS PROVIDED ON AN AS IS BASIS WITHOUT WARRANTY OF ANY KIND WHATSOEVER. USER EXPRESSLY AGREES THAT USE OF WEBSITE IS AT USERS SOLE RISK. NEITHER THE COMPANY NOR ANY OF ITS DIRECTORS, AGENTS, EMPLOYEES WARRANT THAT THE WEBSITE WILL BE ERROR FREE INCLUDING OMISSIONS, INTERRUPTIONS, DELAYS OR OTHER TIMING ERRORS, LOSSES OR DEFECTS, WHETHER HUMAN OR MECHANICAL NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS WEBSITE OR TO THE ACCURACY RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED. UNDER NO CIRCUMSTANCES AND IN NO EVENT WILL COMPANY OR ITS AFFILIATES OR AGENTS OR DIRECTORS OR EMPLOYEES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES REGARDLESS OF ANY CLAIM WHETHER BY CONTRACT, STATUTE, TORT OR OTHERWISE.

FURTHER THE COMPANY IS NOT LIABLE NOR RESPONSIBLE FOR ANY ERROR IN REPORTING A STORY BY THE MEDIA DISSEMINATED THROUGH THE WEBSITE.

FURTHERMORE THE COMPANY IS NEITHER LIABLE NOR RESPONSIBLE FOR ANY CHANGE IN MEANING OF A DOCUMENTS/NEWS ITEM OR ANY OTHER ITEM DUE TO TRANSLATION.

### 11. MONITORING INDEMNIFICATION

The Company has the right but not the obligation to monitor the content of the Website. Without limiting the forgoing the Company shall also have the right to remove, edit any material or refuse to post any material. We may investigate any reported violation of these Conditions or complaints and take any action that Company deems appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

### 12. TERMINATION

Either the Company or the Member may terminate this Agreement at any time. Without limiting the forgoing the Company shall have the right to terminate this Agreement at any time for any or no reason or if in the opinion of the Company, in its sole discretion, the Company considers conduct/ use of the Website by Member to be unacceptable or a breach of this Agreement.

### 13. MISCELLANEOUS

Member acknowledges and agrees that in entering into this Agreement it does not rely on any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement.

Furthermore Member also acknowledges that in case any information provided by the Member is to be kept confidential then the Member shall inform the Company of the same and the said information shall not be released by the Company until a release is provided by the Member.

### 14. IPR/COPYRIGHTS/TRADEMARKS

This Copyright warning applies to and covers the Website operated and owned by the Company, and is freely accessible from the Website at all times. Information appearing in the Website is the copyright of the Company and must not be reproduced in any medium without agreement. Further the Company owns a copyright in the selection, coordination arrangement and enhancement of any content or product, as well as in the content original to it. Company endeavours to ensure that the information is correct but does not accept any liability for error or omission.

### 15. GOVERNING LAW/DISPUTE RESOLUTION

This Agreement shall be governed by and interpreted in accordance with the law of India, which in this context shall mean statutory law, judicial decisional law and delegated legislation of India as well.

All disputes with regard to or in relation to this Agreement shall be finally resolved in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time [hereinafter referred to as "Arbitration Act"] at New Delhi, India by one arbitrator appointed by agreement between the Parties to the dispute. The decision or award resulting from the arbitration shall be final and binding on the Parties, and may be made an order of court at the instance of any Party to the dispute. The arbitral award may be entered in any court that has jurisdiction therefor.

## I have read and agree to the full conditions of Service

Organization Name : \_\_\_\_\_

Authorizers Name (Please print) \_\_\_\_\_

Title : \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_ ext. \_\_\_\_\_

Signature : \_\_\_\_\_ Date \_\_\_\_\_

# Membership Profiles

Please complete all sections of this form and print.



## Organization Data

Organization Name: \_\_\_\_\_

Tell us more about your organization:

Please attach an organizational summary OR attach the standard boilerplate from your news releases :

- Summary attached
- Boilerplate attached

## Billing Informations

News releases are billed according to word count. The first 400 words carry a base charge and each additional 100 words is subject to a length charge.

PRinINDIA invoices are due upon receipt. If you have special billing needs, please explain below:

## Authorized Senders

As part of PRinINDIA editorial policy, every incoming news release must go through a source validation process. We must speak with a known client contact before transmitting ANY news release over PRinINDIA.

If the person (sender) submitting the release is not the usual contact or is not noted on the account, the release will be placed on hold until we can confirm that the sender is working appropriately on behalf of your organization.

To this end, please identify all persons authorized to issue news releases on behalf of your organizations by completing the form below.

Members are solely responsible for and must notify PRinINDIA immediately if someone should no longer be allowed to issue releases on behalf of the organization or if additional personnel is approved to do so.

Completed by : \_\_\_\_\_ Date \_\_\_\_\_

# Authorised Sender Profiles

Individuals named on this form are authorised to send releases on behalf of (organization name) \_\_\_\_\_.

*Please print and complete all information. Copy this form for additional authorised users.*

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Home Phone: (\_\_\_\_) \_\_\_\_\_

Business Phone: (\_\_\_\_) \_\_\_\_\_ ext. \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Cell Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Secondary E-mail Address \_\_\_\_\_

Other Phone Numbers or Emergency Information: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Home Phone: (\_\_\_\_) \_\_\_\_\_

Business Phone: (\_\_\_\_) \_\_\_\_\_ ext. \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Cell Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Secondary E-mail Address \_\_\_\_\_

Other Phone Numbers or Emergency Information: \_\_\_\_\_

**www.prinindia.com**

INdepth INnovative INvaluable