

CHD North America, LLC (“CHD”) – GENERAL TERMS AND CONDITIONS

The Client hereto agrees to CHD North America, LLC Terms and Conditions as follows:

1. CHD grants the Client and Client hereby accepts a non-exclusive, non-transferable license to use information and data services provided by CHD.
2. Client has the ability to use this list or report in house as frequently as desired for internal use, by all your staff (marketing and sales department, internal sales force). External distribution is strictly prohibited except to your direct marketing & fulfillment companies. The client must commit (i) to use the CHD list or report solely for the benefit of the client, and (ii) not to disclose the CHD list or report to any third party without CHD’s prior written approval. CHD databases contain information that is proprietary, privileged and confidential. No part of any database may be reproduced, stored in a retrieval system or transmitted in any form by any means without the prior written permission of CHD. The CHD general terms & conditions will apply to this order and to all future orders until a new written agreement, signed by both parties, explicitly revises this agreement.
3. CHD data will not be copied, duplicated, reproduced or reused in any way without prior written consent of CHD. The Client agrees to secure the list or report so that no unauthorized party shall have any access.
4. CHD provides our business information and data services for lawful purposes only. The Client represents that they will abide by all applicable State and Federal laws when using our data (including telemarketing laws, sweepstakes laws, FTC laws, direct mail commerce laws, privacy laws, etc.)
5. CHD shall have no liability for any indirect, consequential or incidental damages (including) damages for loss of business profits, business interruption, loss of business information and the like).
6. Customer shall defend, indemnify, and hold harmless CHD from and against any and all claims, demands, judgments, liability, damages, losses, costs and expenses, including reasonable attorney’s fees, arising out of or resulting from Customer’s misuse or unauthorized use of the data.
7. Any payment made by credit card over \$10,000, Client will be charged a 4% service charge of the amount being charged on credit card.
8. Client shall pay for all taxes in connection with this Agreement including, but not limited to, sales, use excise, value-added, goods and services, consumption, and other similar taxes or duties, but not including taxes based on CHD’s income. Should any payment for Services, products or technology provided by CHD be subject to withholding tax by any government, Client shall reimburse CHD for such withholding tax.

9. Client has read, understands and agrees to be bound to the above provisions, which address disclaimer of warranties and limitations of liabilities, and license restrictions for use. Whosoever agrees to these Terms and Conditions represents and warrants to CHD that it has the authority to act on behalf of the Company and the user of the data and information will be bound by these terms and conditions.