

# Association of Community Cancer Centers

11600 Nebel Street, Suite 201 \* Rockville, MD \* 20852-2557

301.984.9496 \* 24 Hour Fax 301.770.1949



## Mailing Lists

ACCC Membership information is provided only for specific one-time use under the terms and conditions outlined in the ACCC One-time User Agreement. ACCC does **NOT** provide fax numbers or e-mail addresses.

- Format** ASCII File or MS Excel spreadsheet (available on CD or via Email)
- Counts** The number in each list is approximate since we are continually adding to & correcting our lists. Lists are provided in zip code order.
- Conditions** Lists are rented for one-time use only. No right is given to copy or duplicate lists or to compile a list of names from our lists. Our lists are “seeded” with special names, and use beyond the one-time rental fee can be quickly determined. Unauthorized use is billable for each use at three times the rental price.
- Procedure** All mailing list requests are subject to review of the ACCC Board of Trustees prior to approval. A copy of the mailing piece (drafts are acceptable) with the order form, signed ACCC One-time User Agreement, and payment must be received prior to processing your order. Once approval is given, your order will be processed.
- Terms** Full payment is required prior to processing your order. ACCC reserves the right to accept or reject any customer or material (in whole or part) in its sole discretion. If request is not approved, ACCC will return any fees paid to ACCC.
- Delivery** Please allow 48 hours to one week for delivery. If labels are required there is an additional fee of \$50 for shipping and handling.
- Fees** ACCC Active (Institutional and Chapter) members are allowed one mailing list, per ACCC fiscal year (July 1 – June 30), at cost (contact Executive Office for current rate). Additional lists are charged at a rate of \$1,600.00. All other membership categories and other parties are charged \$1,600 for each list. Payment can be made in the form of a check to ACCC, MasterCard or Visa.

### MAILING LIST CATEGORIES

Please see Order Form for listing; you will be called or emailed within 24 hours with the current number of records for your selection.

### INSTRUCTIONS

1. Send payment, the ACCC mailing list order form, signed copy of the ACCC One-Time User Agreement and copy(s) of material(s).
2. Once payment is received by ACCC, order is sent for Board approval.
3. Once approval is granted, order is sent for processing.
4. Order is completed and delivered.



## Mailing Lists

### ONE TIME USER AGREEMENT

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**ONE TIME USER AGREEMENT:** Renter hereby rents the Mailing List(s) specified above (which term includes the lists provided by ACCC) on the terms provided herein. Renter acknowledges and agrees that the Mailing Lists are the sole property of ACCC and represent unique, confidential, and proprietary information of ACCC. ACCC reserves all rights in such property, including but not limited to common law and statutory rights of literary property and copyright. No ownership rights are assigned or released by this agreement. Renter shall use the Mailing Lists only for the uses permitted herein and for no other purpose. Renter shall not make (whether by electronic, mechanical, or other means) any copy of the Mailing Lists; shall not incorporate them or permit them to be incorporated in any database of Renter or any other person; and shall not give any other person possession of the Mailing Lists or of the information contained therein, provided, that Renter may give such Mailing Lists to the person who performs the mailing permitted hereunder if such person has executed an agreement not to copy the Mailing Lists, and not to use them except for such purpose and as permitted hereunder. **PERMITTED USE:** Renter is permitted to use the mailing lists ONE TIME within a period of 90 days after receipt of the mailing lists from ACCC. The Mailing Lists shall not be used in connection with any unlawful activity or prohibited advertising. They shall be used only for the purpose approved by ACCC and only to send the mailing material approved by ACCC. Renter releases ACCC, its officers, agents, employees, directors, and consultants, from any and all liability (other than return of the rental payment made by Renter) for any inaccurate or incomplete information contained in the Mailing Lists or for any defect for error in the Mailing Lists that precludes Renter from using them. ACCC shall not otherwise be responsible for any damages, whether direct or consequential, arising out of Renter's use or attempt to use the Mailing Lists. Renter shall indemnify and hold harmless ACCC, its officers, agents, employees, directors, and consultants, for all expenses (including reasonable attorneys fees) and judgments incurred or assessed against them or any of them in connection with any claim, demand, action, or judgement brought or entered against ACCC in connection with or resulting from Renter's use or attempted use of the Mailing Lists. Renter acknowledges the difficulty of providing damages for any breach of this agreement that it may commit and agrees to pay ACCC as liquidated damages and not as a penalty for any breach hereof an amount equal to 10 times the fees owed ACCC hereunder, and Renter further agrees that ACCC may apply to any court of competent jurisdiction to enjoin any threatened or actual breach hereof, consents to the jurisdiction of such court, and appoints ACCC as agent to accept service of process.

This agreement shall be binding upon the undersigned, its principals and agencies, agents and servants, and successors. It may not be assigned without the express and written approval of ACCC given prior to assignment.

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Signature of Authorized Officer

Date