

TERMS AND CONDITIONS LVBX MAGAZINE NEWSLETTER

LVBX Magazine, The Live Box Network, INC. agrees to submit a monthly newsletter to the email addresses submitted by your practice. “You” or “Your” refers to the practice or business using The Live Box Newsletter.

- A [MailChimp or Constant Contact](#) account will be set up in the name of your practice/business.
- An invitation will be sent to the practice/business to join this account as an Administrator.
- Practice/business email addresses should be added to a preset List for the monthly newsletter. The practice may also add staff email addresses to a preset list for daily emails.
- By providing your email list you are agreeing to the terms set forth in this document.

The LVBX Newsletter will be sent as an RSS feed from the LVBX Magazine belonging to said practice. This newsletter will be scheduled to go out at an agreed upon date and frequency.

The email footer information will be the name and address of the practice/business and a note such as:

“You are receiving this Magazine newsletter compliments of XYZ Business as one of its valued customers. If you no longer wish to receive this newsletter, please opt out and we will remove your name from our list immediately; this will not affect any other communications from XYZ Business. The views, opinions and positions expressed by the authors of LVBX Magazine are theirs alone, and do not necessarily reflect the views, opinions or positions of XYZ Business or any employee thereof.”

No email addresses will be altered, downloaded or imported to your MailChimp or Constant Contact account. We will have no interaction with your clients or their email addresses. We will only set up and make changes to campaigns and template designs. Any changes in the account by the practice/business employees are the responsibility of the practice/business.

It is your responsibility to maintain an email address for the purpose of receiving replies to your newsletter that is consistently monitored for any newsletter replies. It is your responsibility to update this email address should it change by contacting us immediately in order to update your email campaign or by making that change through the account.

Your newsletter is generated by RSS feed from your LVBX newsletter. It is your responsibility to notify us if there should be any content that you would not like to have included in your newsletter at least 48 hours before the preset date for your newsletter to be generated for your clients.

The content as with any other lifestyle publication does not reflect the opinions of the practice, but those of LVBX Magazine.

If you are a covered entity - The Health Insurance Portability and Accountability Act (HIPAA) requires that as a covered entity that you have a patient's authorization to send information electronically as well as permission to "Market" to a patient. Do not add any emails to your MailChimp or Constant Contact account for which you do not have this authorization. Proper authorization is your responsibility.

Although LVBX newsletters contain no patient specific information, LVBX could be considered a Business Associate. A signed Business Associate Agreement is available to you at anytime. Please just contact us at info@thelivebox.com and one will be sent to you.

We recommend that you discuss your legal obligations under HIPAA with your attorney.

We will adhere to the [Terms and Conditions](#) as set forth by MailChimp and/or Constant Contact and maintain our own strict password security.

This service is free for LVBX Magazine subscribers at this time, however LVBX Magazine has the right to charge a fee for this service at any time or add sponsored content to the newsletter that is not in conflict with products and services that are offered in the practice/business.

A client of THE LIVE BOX is able to terminate this newsletter by sending a request to info@thelivebox.com. The account will be deleted along with all email addresses.

INTERNET SECURITY

The Live Box and Live Box Magazine platforms have been developed on some of the most, secure and robust Internet systems available worldwide. Internet security is maintained by our partners including Amazon Web Services, Apple Computer's iCloud servers, Network Solutions and Go Daddy web services all following a strict protocol to protect you and your business.

EMAIL / ANTI-SPAM POLICY

Email systems and email lists are a vital part of our business and yours. The Live Box follows strict anti-SPAM guidelines as presented in ICANN rules and CAN-SPAM Act.

USE OF EMAIL LISTS AND OPT OUT POLICY

The Live Box and Live Box Magazine will only use email lists as part of a specific account campaign. This means our clients' lists are our clients' business and we are diligent in protecting this interest and maintaining the use of lists to establish and increase numbers of clients.

All users of our systems are able to OPT-OUT of any newsletter or mobile / text system.

MOBILE NUMBERS – WIFI CONNECT

The Live Box follows all ethical guidelines for SMS or Text messaging compliance. We follow both standards of CAN-SPAM act of 2003 and the Telephone Consumer Protection Act (TCPA) of 1991. We allow users of our systems to OPT-OUT with a text message of "remove".