

# HTML LETTER AGREEMENT

From: \_\_\_\_\_

To: \_\_\_\_\_

## **Subject:**

Agreement for the use and distribution of HTML letters via electronic communication channels. This Agreement outlines the terms, conditions, and legal obligations binding both parties in the execution, delivery, and receipt of HTML formatted correspondence.

## **Recitals:**

WHEREAS, the Sender desires to transmit electronic communications formatted in HTML to the Recipient; and WHEREAS, the Recipient agrees to receive such electronic communications under the terms set forth herein; and WHEREAS, both parties intend for this Agreement to be legally binding and enforceable under the laws of the United States of America.

## **Terms and Conditions:**

### **1. Definitions**

In this Agreement, 'HTML letter' means any electronic message or document formatted using HyperText Markup Language intended for transmission via electronic mail or other digital delivery systems.

### **2. Purpose**

The purpose of this Agreement is to govern the creation, transmission, and receipt of HTML letters between the parties.

### **3. Delivery**

Sender shall deliver HTML letters to Recipient's designated electronic mail address or electronic communication platform as agreed by the parties.

### **4. Acceptance**

Recipient agrees to accept delivery of HTML letters and acknowledges that such electronic communications satisfy any legal requirements for written notices.

### **5. Compliance with Law**

Both parties agree to comply with all applicable federal and state laws, including but not limited to the CAN-SPAM Act, Electronic Signatures in Global and National Commerce Act (E-SIGN), and other relevant statutes.

### **6. Security**

Sender shall use reasonable security measures to protect the integrity and confidentiality of HTML letters during transmission.

### **7. Confidentiality**

The contents of all HTML letters transmitted pursuant to this Agreement shall be considered confidential and proprietary information.

### **8. Intellectual Property**

All intellectual property rights in the content of HTML letters remain the property of the Sender or respective owners, and Recipient shall not reproduce or distribute content beyond the intended scope.

#### **9. Limitation of Liability**

Neither party shall be liable for incidental, consequential, or punitive damages arising out of the transmission or receipt of HTML letters.

#### **10. Indemnification**

Each party agrees to indemnify and hold harmless the other from any claims arising out of its breach of this Agreement.

#### **11. Term and Termination**

This Agreement shall remain in effect until terminated by either party upon written notice. Termination does not affect rights or obligations accrued prior to termination.

#### **12. Amendments**

Any amendment or modification to this Agreement must be in writing and signed by both parties.

#### **13. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the United States of America.

#### **14. Dispute Resolution**

Any disputes arising under this Agreement shall be resolved through negotiation, and if unresolved, through binding arbitration in accordance with the rules of the American Arbitration Association.

#### **15. Entire Agreement**

This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior agreements.

#### **16. Waiver**

Failure to enforce any provision of this Agreement shall not constitute a waiver of any rights.

#### **17. Severability**

If any provision is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

#### **18. Notices**

All notices under this Agreement shall be in writing and delivered by hand, certified mail, or electronic means with confirmation of receipt.

#### **19. Electronic Signatures**

Signatures transmitted electronically shall have the same legal effect as original signatures.

#### **20. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original.

**SENDER'S SIGNATURE**

**RECIPIENT'S SIGNATURE**

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

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

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