

Cosmetic Surgery Forum LLC 2019 Attendee List Usage Agreement

You are being provided with this Agreement as part of your Cosmetic Surgery Forum LLC benefit package in which you are entitled to receive a copy of the Cosmetic Surgery Forum LLC 2019 Attendee List (hereinafter, "the List"). You, hereinafter, known as "the list user," acknowledge by signing this Agreement below that the List is being provided to you as the List User pursuant to the terms and conditions of this Agreement, which List is the exclusive property of Cosmetic Surgery Forum LLC, hereafter known as the "List Owner".

The List User is being given access to the Cosmetic Surgery Forum LLC 2019 Attendee contact list (consisting of names, physical addresses and/or email addresses) pursuant to the terms stated in this Agreement.

- 2) The List User acknowledges and agrees that the List, and any portion thereof, is the exclusive property of the List Owner and your use of this List gives no ownership rights to the List User.
- 3) The List User understands and agrees that the only permitted uses of the List are as follows: sending out notice of your Exhibit Booth Location at the Cosmetic Surgery Forum 2019 Meeting, extending an invitation to a Cosmetic Surgery Forum 2019 sanctioned event, offering an exclusive Cosmetic Surgery Forum 2019 Attendee show special, sending a follow-up/'thank you' email to Cosmetic Surgery Forum 2019 meeting Attendees. Permitted uses do not include: invitations to any event that has not been sanctioned by Cosmetic Surgery Forum 2019, general sales or promotional offerings that are not exclusive to Cosmetic Surgery Forum 2019 meeting Attendees.
- 4) The List User shall provide the List Owner a complete sample of the any print and/or electronic mailing piece for approval by emailing a sample to List Owner at info@CosmeticSurgeryForum.com prior to its release to the List, and shall not release the sample to the list until it receives written or email approval from List Owner.
- 5) The List User agrees that it is limited to a maximum usage of the List of two times and the period of ALL usage is required to take place during October 1, 2019 through January 31, 2020.
- 6) The List User guarantees the names and addresses shall not be copied, reused, sold, electronically reproduced, or used by any party except as permitted pursuant to this Agreement. The List User or its agents shall not transfer names or information to its own customer files or re-contact names derived from the mailing list, or provide the names for another to make such contact, without prior written approval of List Owner.
- 7) On February 1, 2020, the List User shall immediately destroy all copies (including print and electronic) of the List.
- 8) List Owner reserves the right to "seed" the List using decoy names to protect against unauthorized use.
- 9) The use of the List in any of the ways that are not authorized by this Agreement shall constitute a breach of this Agreement and may result in a fine imposed by List Owner against you of one thousand dollars for each offense and/or violation (\$1,000.00) of this Agreement as well as applicable legal action.

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The two (2) pages of this Agreement represent the entire agreement and understanding between the parties with respect to the subject matter and may not be amended, modified or terminated except by the written consent of both parties.

Please return this Agreement to:

Cosmetic Surgery Forum, LLC

Natasha Mohr

Phone: (402) 697-6564

Email: <u>info@CosmeticSurgeryForum.com</u>

Agreed to and Accepted by List User identified below:

By signing, you agree that you are a legally responsible representative of the company below and hereby consent to the usage guidelines outlined above.

Name (printed)	
Date	
Title	
Signature	
Firm/Company	
Email Address	
Phone	