

## LIST RENTAL AGREEMENT

Endocrine Society and Customer, in consideration of the mutual promises set forth below, agree as follows:

1. The customer agrees to pay \$\_\_\_\_\_ (total from List Rental Order Form) and to adhere to the following provisions concerning the use of names and addresses (hereinafter "the List") furnished via an email list, which the undersigned obtains from Endocrine Society.
2. The customer desires to rent the List and agrees that the List is owned by the Endocrine Society, that the undersigned has no right or interest in that property, and that the List represents unique, confidential and unpublished data of the Endocrine Society.
3. The customer agrees to the following:
  - a. that the List provided will be for a non-exclusive **one-time use only**;
  - b. that the List will be used only for the specific mailing for which it was ordered and for which Endocrine Society approval has been obtained and for no other purpose (decoy names have been inserted into the List to detect unauthorized usage);
  - c. that all material to be used in conjunction with the List (printed material, literature, advertising material, etc.) must be submitted to, and approved by, Endocrine Society prior to the use of the List;
  - d. that the List will not be copied or reproduced nor will the Endocrine Society or the undersigned permit, intentionally or unintentionally, the reproduction or copying of the List for use unauthorized or otherwise, by the undersigned or any third party;
  - f. that the List will not be used to facilitate any form of email, telephone, or faxed contact; and that the undersigned will adhere to the Endocrine Society's policies governing registration list use, which is attached and made part of this agreement.
4. Any violation of this agreement by the undersigned shall result in the immediate termination of this agreement by the Endocrine Society and any further use of the List.
5. This agreement shall be binding upon the undersigned, its principles and its agencies, agents, licensees, subcontractors, affiliates, associates, and assignees.
6. Endocrine Society shall have no liability to customer for its use of the List.

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
(Endocrine Society)

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
(Customer)

Customer Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Return one signed copy and retain second copy with attachments for your file.

## GUIDELINES FOR ENDOCRINE SOCIETY ENDO 2023 REGISTRATION LISTS

1. Endocrine Society registration lists will be made available only for communications that are deemed appropriate by the Endocrine Society, which reserves the right to deny mailing lists at their discretion.
2. All content of Endocrine Society's registration list is the sole and exclusive property of Endocrine Society.
3. It is understood that the list is being made available for one-time use only (unless specific arrangements are made for multiple uses) and remains the property of Endocrine Society at all times.
4. Endocrine Society's registration list may not be included in any databases or be stored by the user in any intermediate or long-term file. The electronic file must be destroyed upon completion of the agreed upon mailing.
5. Endocrine Society approval of any use of its list will be conditioned on a finding that such use will not limit the effectiveness of the Society's programs and is not inconsistent with any policy of Endocrine Society, as established by its Council.
6. Endocrine Society's registration list will not be made available for:
  - a. use in connection with the dissemination of distasteful or offensive materials;
  - b. use in connection with publicity or advertising which might imply, through copy or layout, Endocrine Society endorsement of an organization or its products;
  - c. any communication which would tend to mislead, misinform, deceive, or promote an unlawful purpose;
  - d. any communication involving the advertising or the promotion of the use and sale of any tobacco product, beer, wine, or other spirits;
  - e. any fund-raising purposes or membership solicitation by any organization or society;
  - f. any broadcast fax or e-mail communication;
  - g. use in connection with any product deemed, by the Endocrine Society, to be directly competitive with any current or planned product; or
  - h. use in connection with any meeting deemed, by the Endocrine Society, to be competitive with a current meeting, planned meeting, or a meeting in development by the Society.
7. Use of the trademarked Endocrine Society logo or meeting logo in promotional materials is strictly prohibited.
8. The list renter agrees to use the pre-registration list prior to the first day of ENDO 2023 (Monday, April 3, 2023).
9. The list renter agrees to use the post-meeting list within 30 days of the date the list is available (Friday, July 14, 2023).
10. Failure to comply with these guidelines will result in loss of Endocrine Society list usage.