



## **Medical Attendee List Rental**

### **Terms and Conditions**

Persons and companies renting the Academy's mailing list are required to sign the order form indicating they acknowledge and agree to the following:

1. The Academy has the exclusive right to license the mailing list containing the names and addresses furnished to licensee, which are the property of Academy. Licensee is granted a non-exclusive sublicense to use the mailing list one time for a single mailing as specified in each list order (signed by licensee and on file in the Academy office) and for no other purpose. The mailing list licensee agrees that the promotional piece(s) supplied for approval is the full piece(s) that will comprise the mailing and must be submitted prior to receiving the list.
2. The Academy mailing list is the property of the Academy and may not be reproduced. Licensee may not copy, reformat, transfer, reproduce, or retain in any form whatsoever all or any part of the mailing list or permit a third party, agent, employee or contractor or their respective agents to do so. The list shall not be used to create a database nor to complete additional mailings of the same material. Licensee shall indemnify Academy for any loss, damage, claim or expense (including attorney's fees) arising out of Licensee's use or misuse of the mailing list.
3. The licensee acknowledges and agrees to the fact that the mailing list is and will continue to be monitored to prevent improper use thereof by a combination of seeded or varied names and addresses. Any method used to alter, detect, or eliminate decoy names is strictly prohibited. Any unauthorized appearance of any decoy name constitutes evidence of complete re-use of the list. Evidence that the list has been used for other than the approved, one-time use may be grounds for action by the Academy to terminate the use of the data, deny any future requests, and seek recovery of damages by the Academy, including recovery of the Academy's attorney's fees in any such action.
4. The Academy has the right to refuse the rental of the mailing list at its discretion. The Academy's "Guidelines for Promotion of Non-Academy Products & Services" is the governing document of what is acceptable. Promotion of products, meetings, and services that compete directly with those offered by the Academy is generally prohibited.

Direct mailing of products which offer CME category 1 credit is not allowed.

List requests to promote a meeting that is 1 day before, during or 1 day after any AAD meeting will not be granted. List requests to promote a meeting that is 1 day before, during or 1 day after any AAD CME regional meeting will be subject to review by the Senior Manager of Education prior to consideration for approval.

Membership solicitation by organizations other than the Academy is prohibited unless agreed to by the Academy. Fundraising by organizations or individuals other than the Academy is strictly prohibited.

Licensee may not use the Academy name or logo or make reference to the organization in any way (Meeting exhibitors may reference the VMX, Annual or Academy Meeting and their exhibit booth); may not imply, through copy or layout, Academy endorsement of an organization, its products or services; and may not rent the list for dissemination of material that is not relevant to dermatology or would tend to mislead, misinform or deceive the recipient.

5. At the discretion of the Academy, mailing list will be provided only to a bonded mailing house. Upon request, licensee will provide proof that the address or email address provided for receipt of the list was to a bonded mailing house and that a bonded mailing house conducted the mailing.
6. The mailing list ordered will be custom produced to the specifications on the order form. The list is to be used within 4 months of receipt. Refunds/replacement lists will not be provided unless due to an error on the part of the Academy.
7. The Licensee agrees that in the event of any usage contrary to this agreement, that they, the undersigned, will be held responsible to pay 10 times the established rental price for the list originally provided, actual rental fees and other damages that may arise out of unauthorized use. Legal action may be taken due to violation of copyright laws and/or of this Agreement.