

TERMS AND CONDITIONS

1. ExpoTrac agrees to perform lead retrieval / data collection services to the customer for the agreed upon fee, as listed on the front of this agreement. The service will include use of a bar code scanner and the processing of the collected information, or master report services.
2. The method of payment shall be in United States dollars, and must be submitted with the order for service. ExpoTrac will accept for payment the following: Checks drawn on banks in the United States of America; Certified checks or money orders; valid American Express, Discover, MasterCard, or Visa charge cards. Except as provided in Paragraph 4 below, any payments to ExpoTrac will not be refunded for any reason. ExpoTrac reserves the right to hold all collected data until the fee for services is paid in full.
3. ExpoTrac will furnish the equipment to the customer in good working order, and the customer agrees to return the equipment to ExpoTrac in the same condition received excepting normal wear and tear. The customer agrees to the immediate payment, upon demand by ExpoTrac, for all damages or loss to ExpoTrac's equipment, except such as may result from the normal operation thereof. The customer acknowledges and understands that the total replacement of each EZ-Trac I bar code scanner will be \$500.00_{USD} and the total replacement of each EZ-Trac II bar code scanner will be \$2,000_{USD}. The customer agrees to the processing of payment for lost scanners on the credit card shown on the front of this agreement; or if payment is made by check, to the immediate payment for the loss.
4. ExpoTrac will use all reasonable care in handling the information collected by the scanner, however, ExpoTrac SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE LOSS OF SUCH INFORMATION, FOR ANY REASON, ARISING FROM OR RELATED TO EXPOTRAC'S EQUIPMENT. EXPOTRAC'S SOLE LIABILITY FOR DAMAGE FOR ANY CAUSE WHATSOEVER (EXCLUSIVE OF PERSONAL INJURY OR PROPERTY DAMAGE) SHALL BE LIMITED TO THE TOTAL FEE PAID FOR THE SERVICES PROVIDED BY EXPOTRAC.
5. Customer agrees to return all equipment to ExpoTrac's service desk at the conclusion of the show, and obtain a written receipt for the equipment. Equipment left in the exhibit area, lost, or stolen is the responsibility of the customer, pursuant to Paragraph 3. Customer acknowledges that they are responsible to obtain all equipment at the ExpoTrac service desk located in the registration area, equipment **will not** be delivered to the customer's booth.
6. It is agreed that the governing law pertaining to this contract will be the laws of the State of Rhode Island and the United States of America.

Customer agrees that it is purchasing the data collection service for its own use, and that it will not resell for any reason the information or output generated by this service. The customer will be held liable for any incidental damages caused by the resale or improper use of this information.