

Lead Tracking Services

Powered by  fairplicity and UOCS Event Services

Lead Tracking Service & Equipment Rental Terms and Conditions

LOSS/DAMAGE: Customer assumes all risk of loss or damage to the Equipment upon receipt of the Equipment by Customer, and Customer shall be solely responsible for any such loss of or damage to the Equipment until return of the Equipment by customer. Customer shall maintain and keep in force insurance in such amounts covering the Equipment against fire, casualty, liability, theft and indemnify UOCS for repair or replacement of the Equipment in the event of any damage to or loss or destruction of the Equipment. Customer agrees and acknowledges, that rental charges for lost, stolen or damaged equipment will continue until UOCS receives full replacement value of said equipment. Full replacement value is \$900. The continuation of rental charges will commence from the date the equipment has been reported to UOCS as lost, stolen or damaged and will cease on the date payment in full has been received. Rental charges will not be offset against replacement value.

OWNERSHIP/REPOSSESSION: The Equipment shall remain at all times the property of UOCS. Customer has no right, title or interest in the Equipment except the right to use the Equipment pursuant to this Agreement. Customer shall keep the Equipment free and clear of all liens, encumbrances and security interests and shall not assign, pledge, sell or otherwise transfer or hypothecate the Equipment or attempt to do so. Customer shall voluntarily surrender the Equipment to UOCS upon the termination of this Agreement for any reason. In the event that Customer shall fail to voluntarily surrender the Equipment, UOCS and its agents may enter the Customer's Installation Location set forth on the face of this Agreement (the "Installation Location or other site where the equipment is located") to repossess and remove the Equipment, and, in such event, Customer waives any claim for trespass or any other tort. Customer shall be responsible, and shall indemnify and reimburse UOCS upon demand, for any and all claims, damages and costs arising in connection with any repossession of the Equipment by UOCS or its agents under the provisions of this Agreement, including, without limitation, costs of transportation, storage, freight, insurance and attorney's and other fees and expenses.

TERM: Customer agrees to rent the Equipment or Service from UOCS for the term specified on the face of this Agreement. Customer shall return rented Equipment to UOCS at the Lead Tracking Service Desk on the exhibit floor within 1 hour of the close of the exhibit. If Customer fails to return the Equipment to UOCS at the Lead Tracking Service Desk within one (1) hour of the close of the exhibit, an \$85 late return fee will be levied against Customer.

USE/MAINTENANCE: The Equipment shall be operated in a careful and proper manner by competent persons. Customer shall not disassemble, modify, alter, attempt to repair, or change the Equipment in any manner. In the event that UOCS determines that the need for maintenance or repair is caused by damage to the Equipment as a result of Customer's misuse, or improper use of the Equipment, or as a result of repair or service by a party other than UOCS or its designee, Customer shall pay UOCS for any repair or replacement parts and for UOCS hourly service charges for making the repair.

INSTALLATION: Acceptance of the Equipment by Customer or its employees will be conclusive evidence that the Equipment has been examined and found to be in complete accordance with the description of this Agreement. Customer shall return the Equipment in the same condition in which it received it.

SUPPLIES: All non-consumable supplies, including but not limited to surge protection devices, boxes, fiber cases, canvas bags, corrugated boxes, bubble wrap, manuals, power cords and computer cabling provided with the Equipment, whether or not specified herein, shall be deemed to be a part of the Equipment and shall be returned to UOCS with the Equipment. If any of the above is not returned to UOCS with the Equipment, Customer shall pay UOCS for any replacement parts.

WARRANTY/DISCLAIMER: Customer acknowledges and agrees that UOCS is neither the manufacturer or nor an agent of the manufacturer of the equipment, and that UOCS makes no warranties, express or implied, of any kind with respect to the equipment, including but not limited to any warranty of merchantability of the equipment or its fitness for any particular purpose, or its design or condition, or its quality, capacity or workmanship. Customer rents the equipment as is with all its faults. It is agreed that UOCS shall not be liable to customer for, and customer releases UOCS from damages from any cause whatsoever, including but not limited to equipment malfunction, inoperability or customer's failure to properly operate the equipment. UOCS expressly disclaims any liability for incidental or consequential damages.

INDEMNIFICATION/COPYRIGHT: Customer hereby indemnifies and holds harmless UOCS, its officers, directors, agents and employees, from and against any and all loss, liability and expenses, including attorney's fees and expenses, for property damage or personal injury, including death, arising out of or in connection with the use or operation of the Equipment. UOCS hereby notifies Customer that software or operating systems provided as part of the Equipment are protected under the copyright laws of the United States and that Customer is prohibited from duplicating, reproducing, publishing, reverse engineering or otherwise making any unauthorized use thereof. The indemnification set forth herein from Customer unauthorized use, duplication, reproduction or publication of copyrighted materials included with the Equipment.

LEGAL FEES, EXPENSES, ETC: In the event that UOCS takes legal action against Customer to enforce any of UOCS rights under this Agreement, including without limitation (i) any of UOCS rights to receive rentals, indemnification, reimbursement, costs of collection of any other sum provided for herein or (ii) any of UOCS rights to expenses incurred by UOCS, directly or indirectly, in connection with such legal action, including, without limitation, attorney's and expert fees.

GENERAL: UOCS shall not be responsible for failure to fulfill its obligations under this Agreement due to causes or circumstances beyond its control. In the event of any liability for UOCS, such liability shall be limited solely to the rental charge of the Equipment or Service. UOCS shall not be liable for any consequential damages in the event of a default by UOCS. Customer agrees that it may not and shall not offset against sums due to UOCS for any existing or future claims that Customer may assert against UOCS. Customer may not, and shall not attempt to, assign its rights under this Agreement or sublet the Equipment without the express prior written consent of UOCS, and any attempt to do so shall constitute a default hereunder. This Agreement constitutes the entire Agreement and understanding between the parties and may not be altered, modified, or amended except in writing as signed by an authorized official to UOCS. This Agreement shall be governed by and construed under the laws of the State of Oregon.

General Data Protection Regulation (GDPR): Any and all exhibitors engaged in electronic lead tracking are agreeing to the following GDPR-related terms and conditions: In regards to participant data collected using Conference Leads from European Union participants, you agree to comply with the GDPR. Specifically, you agree to the right of access for these participants, the right of erasure by these participants and your duty to notify these participants in the event of a data breach. The right of access allows these participants to see how their data is being used and processed by you. If the participant requests this information, you must provide it to them. The right of erasure allows these participants to request that their data be deleted from your system. If the participant requests this, you must comply with their request. If, for any reason, you have reason to believe that your data has been compromised or breached, you must inform these participants who might have been affected within 72 hours of the breach. All users of this service and/or equipment are agreeing to these terms. More information about GDPR compliance is available at <https://gdpr.eu/>.