A Service of Marcord, Inc.

Terms of Service
[PACK EXPO Southeast 2024] (PXSE25)

1. SCOPE OF SERVICE

NVYTES (NV) will facilitate sending of email communications on behalf of Exhibitor Clientele (EC) to aid in promoting EC presence at **PXSE25**. By submitting materials through NV secured Profile Page, EC agrees to the following Terms of Service. In return, NV agrees to certain Obligations, Representations and Warranties detailed herein.

2. NVYTES OBLIGATIONS

2.1 Data Management - NVYTES (NV) acknowledges that in providing Exhibitor Email (EE) marketing services for Exhibitor Clientele (EC), NV will have access to data provided by EC. In providing this service, NV will: (i) take all reasonable precautions to safeguard the integrity and security of EC data*. (ii) not disclose, in whole or part, any materials (lists, trademarked material or confidential material) to a third party, **including show management** unless distinctly authorized by in writing by EC. (iii) never send email communications to EC list beyond the scope of EE marketing services.

** NV servers and data are protected by firewalls and security measures that monitor all network communication in and out of the NV server farm. Data in regards to email address or other company and/or personal information is stored on a secure database server behind a secondary firewall. This part of the server farm is secure and isolated from outside internet traffic.*

2.2 CAN-SPAM Compliance – NV will be responsible for complying with the CAN-SPAM Act of 2003 in regards to EE marketing services including: (i) inclusion of EC physical address of EC in footer area. (ii) inclusion of proper unsubscribe statement in footer area:

You are receiving the communication as a customer or potential customer of EC.
We wanted to inform you that we are exhibiting at PXSE25.
If you prefer to not receive future communication about PXSE25 from EC, **click** here to unsubscribe.

3. PARTICIPATING EC REPRESENTATIONS AND WARRANTIES:

3.0 Confidential Information – Neither any information or content delivered by EC to NV to provide this service will infringe on any privacy, copyright, patent, trade secret or any other proprietary right held by any third party.

3.1 Opt-In Email List - Each person as to whom email addresses are provided to NV by you can be categorized as an "opt-in" recipient by his, her or its agreement with you to receive information via email, and has not notified you, or any of your affiliates of his, her or its desire not to receive email (i.e., no such person has "opted out" of the receipt of these emails from you). Broadcast/transmission to any such email address, on your behalf, shall not violate any federal or state law or regulation.

4. NV REPRESENTATIONS AND WARRANTIES:

4.0 Unsubscribe Management – Upon notification from any person that such person desires not to receive additional email from EC with respect to EE program, NV will remove their email address from the distribution list.

4.1 Email Integrity - NV will make all reasonable efforts to review and test all emails sent on behalf of EC prior to broadcast to ensure that the integrity of the email is intact and is being delivered as intended.

5. CERTIFICATIONS AND ACKNOWLEDGEMENTS:

5.0 Email List Integrity – NV may, at its sole discretion, refuse to distribute any email to any email address that NV has reason to believe has not granted permission (or otherwise "opted-in") to receive such email(s) or that NV has **reason** to believe such distribution would be otherwise unlawful.

5.1 List Source – All email address shall be supplied by EC. NV has no obligation to supply, "scrub", or otherwise verify the legal compliance of any email list.

6. INDEMNFICATION

6.1 By Participating Exhibitors – EC shall indemnify and hold NV and PMMI – PXSE25, and their officers, directors, employees, and agents, harmless from and against any claims, losses, damages, liabilities, costs or expenses of any nature (including reasonable attorney's fees) suffered or incurred by any of them to the extent that such are caused by or arise in connection with, (i) any material breach of your representations and/or warranties contained herein, or (ii) any unforeseen technical malfunctions that may adversely affect NV's ability to provide this service in and effective and accurate manner.