AMERICAN PODIATRIC MEDICAL ASSOCIATION, INC. (APMA)
LABEL/DATA USE AGREEMENT

The User agrees that:

1. All data and member labels gathered and produced in printed, electronic, or other media forms are protected information and are the property of APMA.

2. All member data and labels are considered permanently protected information and may not be duplicated, transferred to other media forms, or sold or resold.

3. Payment in full must be received prior to any release of data.

4. Requests for data must be accompanied by a complete description of the intended use and planned dissemination of the information; and a description of any manipulation, analysis, or research that will be conducted using the data.

5. Requests for labels must be accompanied by a complete description, including samples, of the intended mailing.

6. Data and labels may be used only for the purpose for which they were requested. **(Repeat use of data or labels for other purposes requires the User to submit a new request.)**

7. To pay APMA, as liquidated damages and not as a penalty, a sum equal to twice the original fee for each unauthorized use of the data or labels.

8. To warrant and agree that any use by the User of the data and/or member labels will be in full compliance with all applicable laws and regulations. The User agrees to indemnify and hold harmless APMA from all claims, liabilities, damages, assessments, penalties, and other costs, including but not limited to attorney's fees that APMA may incur as a result of any breach by the User of this warranty.

   ◆ **APMA reserves the right to request additional information from purchasers of APMA data or labels.**

   ◆ **APMA reserves the right to refuse to sell data or labels in part or in whole without cause to any person or organization.**

   ◆ **The APMA Executive Director shall make the final decision in any matter concerning the sale of data or labels.**

The undersigned acknowledges authority to bind client to these conditions:

(Type or print)

Client Name _____   Telephone _____

Company Name _____   E-Mail _____

Address _____

Authorized Signature _____   Date _____

Return signed agreement; description of intended use; description of any manipulation, analysis, or research that will be conducted using data (if data request); samples of mailing enclosures (if label or magnetic media request); and required fees to:

American Podiatric Medical Association
9312 Old Georgetown Road
Bethesda, MD 20814-1698   **Fees made payable to: "APMA"**