

# the-salesEDGE Anti-Spam and Restricted Content Policy

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The-salesEDGE provides a variety of messaging services to our clients. In order to maintain our ability to effectively deliver messages, we impose the following rules on any person, entity, site or organization (the “**User**”) of our applications, websites, software, and any other service that may be provided by the-salesEDGE, from time to time, including but not limited to applications that utilize and promote the sending of Commercial Electronic Messages (collectively, the “**the-salesEDGE Services**”).

Users sending Commercial Electronic Messages (“**CEM’s**”) via the-salesEDGE Services must at a minimum:

- Comply with the CAN-SPAM act of the United States of America.
- Comply with the Canada Anti-Spam Act, as defined herein, and its Regulations.
- Comply with any legislation applicable to the region from where a message is sent, and the region where that message is intended to be received.

the-salesEDGE prohibits the use of any email data that has:

- Come from a third party by any means, such as (but not limited to):
  - purchased or rented leads social media
  - co-registration offers
- Was provided directly by the recipient to you more than 2 years ago and:
  - has not been actively engaged in your email by opening or clicking links in the past 12 months.

the-salesEDGE prohibits the use of the-salesEDGE Services by Users that:

- Send SPAM or unsolicited email, as defined by the SpamHaus website (<http://www.spamhaus.org/definition.html>);
- Send CEM’s in a way that violates the United States CAN SPAM Act 2003;
- Send CEM’s in a way that violates the Canada’s anti-spam law, “*An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act,*” S.C. 2010, c. 23 (the “**Canada Anti-Spam Act**”);
- Displays or markets material that exploits children under 18 years of age;
- Posts or discloses any personally identifying information or private information about anyone without his or her consent, including children under 18 years of age without their parents’ consent;

- Provides or posts any material that is grossly offensive, including blatant expressions of bigotry, prejudice, racism, hatred or excessive profanity or that is obscene, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable;
- Engages in any libelous, defamatory, scandalous, threatening, or harassing activity;
- Provides or posts any content that advocates, promotes or otherwise encourages violence against any governments, organizations, groups or individuals or that provides instruction, information or assistance in causing or carrying out such violence;
- Introduces viruses, worms, Trojan horses, spyware or other harmful code;
- Posts or displays any content, including any image, that infringes, misappropriates or otherwise violates the intellectual property rights of others, including authors, artists, or photographers;
- Sells or promotes any products or services that are unlawful in the location at which the content is posted or received;
- Provides, sells or offers to sell any of the following products or content (or services related to the same):
  - Pornography or illicitly pornographic sexual products, including but not limited to adult magazines, video and software, escort services, dating services, or adult “swinger” promotions; provided, however, the foregoing prohibition shall not apply to established retail home-based party businesses;
  - Illegal drugs and contraband that are unlawful in the location at which the content is posted or received;
  - Illegal goods, pirated software or media; or
  - Instructions on how to assemble or otherwise make bombs, grenades or other weapons;
- Provides, sells or offers products, services or content frequently associated with spam, such as:
  - Online and direct pharmaceutical sales, including but not limited to health and sexual well-being products, prescription and counterfeit drugs;
  - Debt collections, credit repair and debt relief offerings;
  - Promotion of stocks or stock message boards;
  - Work-at-home offers promoting “get rich quick,” “build your wealth” and “financial independence;”
  - Pyramid schemes or multi-level channel, network and/or referral marketing (MLM) businesses used for prospecting or recruiting;
  - DJ/nightclub, event/club promotions/party lists; or
  - Odds making and betting/gambling services, including but not limited online poker, casino games, college and pro sporting events.
- Markets to third party voter registration lists or party lists obtained in which the specific candidate did not collect explicit consent;
- Make use of a third party unsubscribe source, unless that source connects to your account via the-salesEDGE API. Only the options provided by the-salesEDGE may be used for subscription management;
- Uses any image we make available in connection with our products or services in a way that places any person depicted in the image in a way that a reasonable person would find

offensive, including the use of images (i) in pornography or sexual products; (ii) in ads for tobacco products in a manner that suggests any such person is a user of tobacco products; (iii) in connection with political endorsements in a manner that suggests any such person is a supporter of a particular politician; (iv) in advertisements and/or promotional materials for pharmaceutical, healthcare, herbal or medical products if such the use implies that the depicted person suffers from a physical or mental infirmity, ailment or condition; or (v) in any manner that is libelous, defamatory, scandalous, threatening, or harassing;

- Uses any image we make available in connection with our products or services as a trademark, service mark, or logo; or
- Provides content or communicates with subscribers for the primary purpose of affiliate marketing, including but not limited to communications where there is no direct relationship with the product other than affiliate commissions, communications that contain multiple disparate affiliate links, or communications sent for the primary purpose of affiliate commissions. This prohibition would not apply to communications that include occasional affiliate links or links to products that are related to the business establishing the-salesEDGE account.

In the event that you engage in any of the activities listed above, in our sole discretion, we reserve the right to terminate your access to or use of the-salesEDGE Services, disable you're the-salesEDGE account or access to our products and services, and remove all or a portion of your content, in each case at any time, with or without notice and without refund. We may, in our sole discretion, also report your activity to the applicable legal authorities or third parties for abuse or fraud prevention.

In addition, the-salesEDGE reserves the right to prohibit the use of the-salesEDGE Services by any User in its sole discretion.

## **Complaints**

Complaints are received from a variety of sources, including messages reported as spam through feedback loops at ISP's, complaints sent using the report-it link in your email campaigns, and messages sent to [abuse@the-salesedge.com](mailto:abuse@the-salesedge.com).

If you receive a number of complaints from feedback loops, ReportIt or abuse reporting systems equal to or greater than our allowable limit, have an excessive number of bounces on a campaign, or appear to have violated the terms of this Anti-Spam and Restricted Content Policy or our Terms of Use, sending from your account will be disabled, and you will be required to provide proof of opt-in and/or compliance with the United States CAN-SPAM Act and/or Canada Anti-Spam Act and Regulations for your lists before you will be allowed to continue sending and using the-salesEDGE Services. You may also be required to take additional action as requested by our compliance team before you will be allowed to resume sending. If you are unable to show that customers have opted-in to our satisfaction, your account will be closed and any pre-paid fees or time will be forfeited.

The-salesEDGE reserves the right to change or modify this statement at any time without prior notice. Any questions or concerns about your use of the-salesEDGE Services can be emailed to [support@the-salesedge.com](mailto:support@the-salesedge.com).

### **Liability**

Users are responsible for lawfully using the-salesEDGE Services. Users shall be solely liable for their unlawful use of the-salesEDGE Services, and Users agree to indemnify and hold the-salesEDGE harmless against and pay all losses, costs, damages, or expenses, which the-salesEDGE may sustain or incur (including legal fees) on account of User's unlawful use of the-salesEDGE Services, including but not limited to sending CEM's contrary to the United States CAN SPAM Act Canada Anti-Spam Act and Regulations.