

DEEPTARGET, INC. ANTI-SPAM POLICY

What is spam?

In the context of electronic messaging, spam refers to unsolicited, bulk or indiscriminate messages, typically sent for a commercial purpose. DEEPTARGET has a zero-tolerance spam policy.

Automated spam filtering

DEEPTARGET's messaging systems automatically scan all incoming email [and other] messages, and filter-out messages that appear to be spam.

Problems with spam filtering

No message filtering system is 100% accurate, and from time to time legitimate messages will be filtered-out by DEEPTARGET'S systems.

If you believe this has happened to a message you have sent, please advise the message recipient by another means.

You can reduce the risk of a message being caught by the spam filters by sending the message in plain text (i.e. no HTML), removing any attachments, and ensuring that your messages are scanned for malware before dispatch.

User spam

DEEPTARGET provides a facility that enables users to send [email messages / private messages] to others. Users must not use this facility to send unsolicited, bulk or indiscriminate messages, whether or not for commercial purposes. Full terms and conditions concerning the use of the facility are set out in DeepTarget's software licensing agreement.

More details on DEEPTARGET's anti-spam policy

You shall represent yourself or your organization accurately and will not impersonate any other person, whether actual or fictitious. You are the sole or designated "sender" (as such term is defined in the CAN-SPAM Act of 2003 and any rules or regulations adopted under such act (the "CAN-SPAM Act")) of any message sent by you using the Products. Similarly, for messages sent to Canadian email accounts, you are the sole person sending or causing or permitting the message to be sent, within the meaning of Canada's Anti-Spam Legislation, S.C. 2010, c. 23 ("Canada's Anti-Spam Legislation").

You agree to import, access or otherwise use only contact lists for which all listed parties have consented to receive correspondence from you, in compliance with applicable law, in connection with your use of the Products.

You agree that you shall not utilize the Products to send any message the primary purpose of which is the commercial advertisement or promotion of a commercial product or service (including content on an Internet website operated for a commercial purpose) (a "commercial electronic mail message" as defined in the CAN-SPAM Act or Canada's Anti-Spam Legislation) to any person who has opted out or otherwise objected to receiving such messages from you or another sender on whose behalf you may be acting.

You cannot send messages through the Products to distribution lists, newsgroups, publicly available press or media addresses or purchased email addresses.

Messages that you send through the Products may generate spam or other complaints from recipients. As a matter of privacy, we cannot share with you information about those recipients who complain about your messages, surveys, events or campaigns. You are responsible for ensuring that your messages, surveys, events or campaigns do not generate a number of spam or other complaints in excess of industry norms. We may terminate your access to or use of the Products if we determine that your level of spam or other complaints are higher than industry norms, as determined by us in our sole discretion (such determination shall be final, binding and conclusive for all purposes under this Agreement).

Receipt of unwanted messages from DEEPTARGET

In the unlikely event that you receive any message from DEEPTARGET or sent using DEEPTARGET'S systems that may be considered to be spam, please contact DEEPTARGET using the details below and the matter will be investigated.

Changes to this anti-spam policy

DEEPTARGET may amend this anti-spam policy at any time by publishing a new version on this website.

Contact us

Should you have any questions about this anti-spam policy, please contact DEEPTARGET at: info@deeptarget.com.

This anti-spam policy is based on a Contractology precedent available at <u>www.freenetlaw.com</u>. Premium precedents available on the Contractology website include <u>exclusive distribution terms and conditions</u>.