

MESSAGING POLICY

This Messaging Policy (the “Policy”) applies to the SparkPost.com service and any other messaging services (the “Services”) offered by Message Systems, Inc., a Delaware corporation (“we” or “us”), to any individual, business entity, and/or User (“you”) through the website SparkPost.com or any other website or mobile applications (collectively, the “Site”) that link to this policy.

YOU AGREE TO CREATE, STORE AND SEND ALL MESSAGES USING THE SERVICES IN STRICT COMPLIANCE WITH THIS POLICY. YOUR CONTINUED USE OF OR ACCESS TO THE SERVICES CONSTITUTES ACCEPTANCE OF THIS POLICY. IF YOU ARE NONCOMPLIANT WITH THIS POLICY, MESSAGE SYSTEMS HAS THE SOLE DISCRETION TO TAKE ANY ACTION IT DEEMS APPROPRIATE REGARDING YOUR ACCESS TO THE SERVICES, INCLUDING WITHOUT LIMITATION IMMEDIATE SUSPENSION OR TERMINATION OF YOUR ACCESS TO THE SERVICES WITHOUT NOTICE.

1. Compliance with Agreement. Your use of the Services must comply with the Terms of Use (“Terms of Use”) and the Privacy Policy. Any capitalized terms used but not defined in this Policy shall have the meaning given to such terms in the Terms of Use.

2. Compliance with Message Sending Best Practices. Below are examples of best practices we require you to follow when sending email or other digital messages (“Messages”) using the Services:

- Use only permission based marketing Message lists (i.e., lists in which each recipient has explicitly granted permission to receive Messages from you by affirmatively opting-in to receive those Messages).
- Do not send to addresses obtained from purchased or rented Message lists.
- Do not use third party message addresses, domain names, or mail servers without proper permission.
- Do not send Messages to non-specific addresses (e.g., webmaster@domain.com or info@domain.com).
- Do not send Messages that result in an unacceptable number of spam or similar complaints (even if the Messages themselves are not actually spam).

- Always include a working "unsubscribe" mechanism in each marketing Message that allows the recipient to remove themselves from your mailing list (receipt/transactional messages that are exempt from "unsubscribe" requirements of applicable law are exempt from this requirement).
- Comply with all requests from recipients to be removed from your mailing list within 10 days of receipt of the request or the appropriate deadline under applicable law.
- Maintain, publish and comply with a privacy policy that meets all applicable legal requirements, whether or not your organization initiates the sending of Messages.
- Include in each Message a link to your then-current privacy policy applicable to that Message.
- Do not disguise the origin or subject matter of any Message or falsify or manipulate the originating message address, subject line, header, or transmission path information for any Message.
- Include in each Message your valid physical mailing address or a link to that information.
- Do not send "chain letters," "pyramid schemes," or other types of messages that encourage the recipient to forward the content to strangers.
- Do not send to lists of addresses that are programmatically generated or scraped from the Web.
- Special Statement Regarding political and other cause based non-commercial email: we expect senders of such Messages to comply with the same sending best practices as anyone else.
- Do not employ sending practices or achieve overall Message delivery rates that have a negative impact on the Services or other users of the Services.
- Prohibited content includes but is not limited to the following:
 - Payday loans
 - Penny stocks
 - Affiliate marketing
 - Advertisements of email list sales or email appending services
 - Online casinos/gambling

- Lotteries/sweepstakes
- Work from home offers promoting “get rich quick”
- Direct to consumer online pharmaceutical sales
- Fraudulent claims
- Child exploitation or child abuse
- Material that includes personal information about children without parental consent
- Credit card information or bank account numbers in plain text
- Social security numbers or national insurance numbers in plain text
- Adware, malware, viruses, spyware
- Escorts/prostitution

3. Compliance with Law. Your use of the Services must comply with all applicable laws, regulations and court orders of any kind of any jurisdiction applicable to You, Us and any recipient to whom you use the Services to send messages (“Applicable Law”). You have the responsibility to be aware of and understand all Applicable Laws and ensure that You and all Users of your Account comply at all times with Applicable Law. Some examples of applicable Laws include: the U.S. CAN-SPAM ACT, The E.U. Directive of Privacy and Electronic Communications, the U.K. Privacy and Electronic Communications (EC Directive) Regulations 2003; the Canada Anti-Spam Law (CASL) and/or any similar law, laws relating to intellectual property, privacy, security, terrorism, corruption, child protection, or import/export laws.

4. Commitment Against Harassment and Interference with Others. You must not use the Services to:

- a. store, distribute or transmit any malware or other material that it knows or has reasonable grounds to believe is or may be tortious, libelous, offensive, infringing, harassing, harmful, disruptive or abusive; or
- b. commit (or promote, aid or abet) any behavior which it knows or has reasonable grounds to believe is or may be tortious, libelous, offensive, infringing, harassing, harmful, disruptive or abusive. Examples may include Messages that are themselves or promote: racism, homophobia or other hate speech

5. Sensitive Information. You will not import or incorporate into any contact lists or other content you upload to the Services or the Site any of the following information: social security numbers, national insurance numbers, credit card data, passwords, security credentials, or sensitive personal, health or financial information of any kind.

6. Modifications to this Policy. We may modify this Policy prospectively at any time by posting the revised version on the Site or sending you a copy of the modified document through other reasonable means. Your continued use of the Services will be considered acceptance of any such modification. All modifications to this Policy will be effective immediately upon posting, unless otherwise noted by us.

ver.1.2 November 2015