

Email Marketing Terms and Conditions

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1

SERVICE AGREEMENT

Telfis agrees to provide Customer with announcement and/or discussion email list services (the "Service") subject to the terms of this Agreement, the Prices stated in Addendum A, and the Operating Rules stated in Addendum B (the "Rules"). This Agreement, the Prices and the Rules state the full agreement between Telfis and Customer with respect to the Service to be provided to Customer by Telfis. Any other or prior agreements between Telfis and Customer with respect to the subject matter of this Agreement are hereby superseded. This Agreement will become effective only after Telfis accepts this Agreement by activating Customer's access to the Telfis Email Marketing service network (sometimes referred to in this Agreement as the "Telfis Email Marketing System").

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RIGHT TO MODIFY

2.1

This Agreement and the Rules may be supplemented, modified or amended (each a "Revision") by Telfis at any time at its sole discretion, and each such Revision will be effective 2 business days after it has been sent to Customer by Telfis pursuant to Paragraph 11 ("Notices"), provided, however, that prices may be modified only in accordance with the provisions of Paragraph 4 (b) ("Pricing") of this Agreement. If any Revision is not acceptable to Customer, Customer may terminate this Agreement in the manner provided in Paragraph 10 ("Termination") below. Customer's continued use of Telfis' Service under this Agreement after the effective date of such Revision shall be deemed to constitute acceptance of the Agreement as so supplemented, modified or amended. Except as otherwise stated in this Paragraph 2 and Paragraph 4, this Agreement may not be amended, except by a written agreement signed by both parties.

3

ACTIVATION AND USE OF TELFIS EMAIL MARKETING SYSTEM

3.1

Following execution of this Agreement, Telfis shall provide Customer with an account name and a password that will allow access to the Telfis Email Marketing System. Customer will use Telfis as an Independent Content Provider ("ICP"). As an ICP, Customer shall be liable and responsible for any and all activities conducted through its account by Customer or, if applicable, by Customer's users, whether or not such activities have been authorised by Customer.

3.2

Upon Telfis' request, Customer shall provide Telfis with accurate and complete registration information with respect to Customer's use of the Telfis Email Marketing System (including the identity, email addresses, and passwords of Customer's authorised list administrators) and to promptly update such information as changes occur. Customer's failure to provide or update such information shall constitute a breach of this Agreement and this shall be grounds for Telfis to terminate this Agreement or the right of any person associated with Customer to use the Telfis Email Marketing System (including any person using the Telfis Email Marketing System through Customer's account with or without Customer's authority). In such case, Customer shall also be liable to Telfis for any and all additional remedies that may be available under law.

3.3

Customer agrees to use a "confirmed opt-in" subscription method for all new list members. For the purpose of this Agreement, a "confirmed opt-in" method shall mean that when Customer adds a new member's email address to the list, that email address shall not be activated unless and until the new member receives a single confirmation e-mail from Customer requesting member's consent to be added to the list and Telfis receives from the new member a confirmation action (such as a confirming e-mail from the new member's email address) approving such action. The confirmation e-mail sent by the Customer to new members may not include advertising or calls-to-action other than an appeal to confirm the member's subscription.

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CHARGES

4.1

Customer will be charged for the use of the Telfis Email Marketing System in accordance with the Prices. The Prices may be modified by Telfis pursuant to section (b) of this Paragraph 4. Payment shall be due within 14 days after the date of Telfis' invoice. Telfis may impose a monthly service charge of up to 10 percent of the unpaid portion of any payments that are not paid within such period. Monthly fees are not refundable except as specifically provided in this Agreement. If payments are not made within 60 days after the date of Telfis' invoice, without limiting any other rights of Telfis under this Agreement, Telfis may (i) discontinue or disable Customer's service or (ii) hold and prevent the copying or export of Customer's list membership data. In the event this Agreement is terminated, Telfis reserves the right to hold and prevent the copying or export of Customer's list membership data until all outstanding invoices and the balance of Customer's minimum term of service as specified in Addendum A are paid in full. Any costs incurred by Telfis in the collection of unpaid debts will be paid by the customer. In the event Telfis exercises its right to discontinue or disable Customer's service as provided in this Paragraph 4 and, within 6 months thereafter, Customer has not cured its default under this Agreement by paying to Telfis all amounts which it then owes to Telfis, Telfis shall then have the further right to delete any of Customer's membership data then on the Telfis Email Marketing System.

4.2

The present rates for the Service are stated in the Prices set forth in Addendum A. The Prices are not subject to change during Customer's minimum term of service as specified in Addendum A. After the minimum term of service has been completed, the Prices are subject to change by Telfis at any time and such change shall become effective 30 days after the delivery of a notice to Customer pursuant to Paragraph 11 ("Notices"). If any change in the Prices is not acceptable, Customer may terminate service under this Agreement as provided in Paragraph 10 ("Termination"). However, Customer's continued use of the Telfis Email Marketing System following the effective date of any change in the Prices shall be considered acceptance of such change.

4.3

Customer is responsible for all charges arising out of its use of the Telfis Email Marketing System whether or not such use is authorised by Customer.

4.4

Telfis Limited will provide design to Customer and will re-proof twice (with as many amendments as required on each proof). Should further amendments be required then a £75.00 charge will apply, per re-proof.

4.5

Payment shall be due as per statement on front of Service Agreement.

5

USE OF TELFIS EMAIL MARKETING SYSTEM CONTENT

5.1

Customer may charge its users under separate agreements for use of the Telfis Email Marketing System and any information, communications, software, photos, video, graphics, music, sounds and other material and services provided by Customer or other users of Customer's account (collectively referred to as "Content").

5.2

Customer acknowledges, and shall also notify its authorised users, that Telfis is not responsible for and does not give any assurance to any person with respect to the validity, value, usefulness or accuracy of Content. Customer and any person using Customer's account shall bear any risk associated with the Content. Telfis has the right to monitor the use of the Telfis Email Marketing System, including the Content that may be transmitted across it from time to time. However, Telfis does not pre-screen or attempt to censor or review any Content prior to its appearance on the Telfis Email Marketing System. Telfis has the right (but not the obligation) to require Customer to remove, prohibit or discontinue any Content on the Telfis Email Marketing System which Telfis, in its sole discretion, determines to be harmful, offensive or otherwise in violation of the Rules or this Agreement.

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INTELLECTUAL PROPERTY RIGHTS

6.1

Content Subject to Rights - Customer acknowledges that Content on the Telfis Email Marketing System, whether provided by Customer or others may include material which is the subject of and protected by copyrights, trademarks, service marks and other proprietary rights ("Rights"). Customer acknowledges that such Rights are valid and valuable and are protected and apply to all media which now exists or may in the future exist. Unless specifically provided elsewhere in this Agreement, Customer's ability to use any Content which is protected by such Rights shall be governed by applicable law including relevant patent and trademark law.

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6.2 Customer Warranty - Customer agrees, and will require each and every one of its users to agree, (i) that it will transmit on the Telfis Email Marketing System only Content that is not subject to any Rights in favour of any other party or Content in which the holder of any Rights has given express consent to such transmission and (ii) that by transmitting or allowing the transmission of any Content on the Telfis Email Marketing System, Customer or Customer's users automatically warrant that Telfis has the royalty-free, irrevocable, nonexclusive worldwide right to transmit and display such Content in whole or in part on the Telfis Email Marketing System for the duration of the performance of the Service. Customer may obtain the consent of its users to the covenants provided in this Paragraph by requiring such persons to perform sign-on procedures which will confirm their agreement to and acceptance of these conditions.

6.3

6.4

Lawful Use - Customer agrees to use the Telfis Email Marketing System only for lawful purposes. Customer recognises and agrees that Telfis at its sole discretion may monitor any and all areas of the Telfis Email Marketing System to oversee compliance with this Agreement and the Rules and Customer will so inform its users that their use of the Telfis Email Marketing System will constitute consent to such monitoring. If Customer or any of its users restricts or inhibits any other customer or user of the Telfis Email Marketing System, Telfis may, at its discretion, terminate or limit the right of Customer or Customer's user to use the Telfis Email Marketing System.

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INTERNATIONAL USAGE

7.1

Customer acknowledges that its use of the Telfis Email Marketing System allows access to Content originating from other customers, ICPs and third parties located in countries other than the United Kingdom. Customer agrees that its access to and use of such Content may be governed (in addition to this Agreement and the Rules) by separate terms and operating policies which conform to appropriate and applicable national laws and customs.

8

NO WARRANTY

8.1

Customer expressly agrees that use of the Telfis email marketing system, services and software are at the customer's sole risk. Telfis' services and software are provided on an "as is", "as available" basis without warranties of any kind, either express or implied, including warranties of non infringement, merchantability or fitness for a particular purpose. Telfis' liability to customer for breach of this agreement is limited solely to the amount paid by customer to access and use the Telfis email marketing system and Telfis' software and services for the period of time during which the Telfis email marketing system failed to operate as a result of Telfis' act or omission. The refund of fees paid to Telfis for the period during which the Telfis email marketing system may have failed to operate as a result of Telfis' act or omission shall be customer's exclusive remedy with respect to the use of the Telfis email marketing system and Telfis' software and services. In no event shall Telfis be liable for indirect, consequential, special, punitive or incidental damages including, but not limited to, loss of profits or loss of data, arising out of or relating to this agreement, however caused, and on any theory of liability (including negligence). In the event any jurisdiction does not allow the exclusion or limitation of any warranty or liability under this agreement, Telfis' liability in such jurisdictions shall be limited to the extent permitted by applicable law.

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INDEMNIFICATION.

9.1

Indemnification of Customer. Telfis will defend and indemnify Customer and hold Customer harmless from all liabilities, claims and expenses, including legal fees (collectively, "Damages"), arising from a third party claim for Damages resulting from: (i) Telfis' breach of this Agreement, or (ii) the gross negligence or wilful misconduct of Telfis or its agents in connection with Telfis' provision of products or performance of services pursuant to this Agreement.

9.2

Indemnification of Telfis. Customer will defend and indemnify Telfis and hold Telfis harmless from all Damages arising from a third party claim for Damages resulting from:

- (i) breach of this Agreement or the Rules by Customer or any of Customer's users,
- (ii) the transmission by Customer or its users of any Content of the Telfis Email Marketing System, whether or not such use was authorised by Customer; or
- (iii) the gross negligence or wilful misconduct of Customer or its agents.

9.3 Co-operation and Control of Defence. In any case in which a party is required to provide indemnification pursuant to Paragraph 9(a) or 9(b) above, the indemnified party, at the indemnifying party's expense, will co-operate with the indemnifying party in the defence of any matters which are the subject of the indemnification; however, the indemnified party reserves the right to approve any settlement agreement in connection with any such matter that is not fully covered by applicable insurance. The indemnified party also reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by the indemnifying party; but in that event, the indemnifying party shall have no further indemnity obligation with respect to that matter. The obligation to indemnify, defend and hold an indemnified party harmless in accordance with this Paragraph 9 shall not apply to the extent that any losses or costs suffered by the indemnified party are due to gross negligence or wilful misconduct on the part of the indemnified party or any of its agents, or third parties under its control.

10 TERMINATION

10.1 (a) Telfis may terminate this Agreement at any time and for any reason, with or without cause, by delivering written notice of the termination to the other party as provided in Paragraph 11, such termination to be effective upon receipt of the notice. Subject to the provisions of Paragraph 8, if Customer is dissatisfied with any change of this Agreement or any Rule, policy or practice of Telfis in operating the Telfis Email Marketing System, or in the Content appearing on the Telfis Email Marketing System or the amount or type of fees or billing methods, or any change therein, Customer may terminate this agreement by delivering written notice to Telfis in the manner provided in Paragraph 11 and in such instance this will be Customer's sole remedy.

(b) Termination for Breach. If either Telfis or Customer terminates this Agreement for the other party's breach of a material obligation hereunder, the terminating party will deliver written notice to the breaching party of the breach and its option to terminate this Agreement as provided in paragraph 11 below. Customer shall be responsible for and shall pay to Telfis all amounts due and owing under this Agreement as of the date of termination.

(c) Termination by Customer Other Than for Telfis' Breach. If Customer terminates this Agreement other than for Telfis' material breach of its obligations hereunder, Customer shall be responsible for and shall pay to Telfis in addition to all amounts due and owing under this Agreement to the date of termination, the remainder of the term of the initial contract as set forth in Addendum A.

d) Termination by Telfis Other Than for Customer Breach. In the event that a Customer's Agreement is terminated or cancelled by Telfis, Customer shall be responsible for and shall pay to Telfis all amounts due and owing under this Agreement as of the date of termination.

11 NOTICES

11.1 Notices to the parties shall be sent by personal delivery or by registered mail, return receipt requested or by recognised overnight courier with a printed confirmation of receipt at the addresses indicated on Page 1 of the Agreement (or to such other address as a party may specify by written notice sent in accordance with this paragraph)

12 DELAYS

12.1 Telfis shall not be liable for failure to perform here under due to the inability of Customer, Telfis or any other person to connect to the Internet, or any other failure or unavailability of the Internet for any cause whatsoever, acts of God, or of the public enemy, or of any government or agency thereof, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, severe weather, differences with workmen, restrictions imposed by governmental agencies, war, hostilities, riot, rebellion, delay in or lack of transportation facilities, inability to secure materials, power failure or fluctuation or any other cause beyond the control of Telfis, or Telfis' exercise of its rights under this Agreement. In the event of delay by Telfis due to any such cause, the date of performance of any act by Telfis will be postponed by such length of time as may be reasonably necessary to compensate for such delay.

13 PRIVACY.

13.1 Telfis shall exercise reasonable commercial efforts to make the Telfis Email Marketing System secure. Telfis shall not make Customer's passwords available to anyone who is not (i) an authorised agent or employee of Telfis or (ii) a list administrator who has been so designated to Telfis by Customer in writing.

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13.2 Telfis acknowledges that membership lists provided to Telfis by Customer in connection with this Agreement are the property of Customer. Unless Telfis receives specific instructions from Customer to the contrary, Telfis will not sell, license, share, transfer or otherwise disclose Customer's membership lists or Customer's list administrator's login information to any third party except as otherwise specifically provided in this Agreement or the Rules or as required by law or a court order.

13.3 Telfis may access Customer's membership lists in order to unsubscribe a member who has sent to Telfis a request that it do so or a complaint to the effect that such member is unable or unwilling to unsubscribe themselves, or if such member violates the Rules or the terms of this Agreement.

14 **APPLICABLE LAW**

14.1 To the extent of any conflict between this Agreement and the Rules, this Agreement shall take precedence. If any portion of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties and the remaining portions shall remain in full force and effect. This Agreement shall be governed by English law.

15 **RETURNS AND REFUNDS POLICY**

15.1 The Client may cancel its order within 72 hours from receipt of the Company's acknowledgement of order. Upon any such cancellation the Client shall:

- a) return to the Company any Company Materials that it has received
- b) pay the Company the value of any Services provided up to the time of cancellation of its order
- c) pay the Company a £100 charge to cover start up and cancellation administration costs.

Subject to compliance with the above the Company shall reimburse the Client any amount which it has received from the Client on account of Services not provided to the Client at the time of the Client's cancellation of its order.

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ADDENDUM A: PRICES

Email Marketing Service – Monthly Plans*

Address Book Limit	Monthly Fee	Email Sends Included	Extra Sends Per 1,000
1,000	£48.00	6,000	£8.00
2,500	£75.00	15,000	£5.00
5,000	£120.00	30,000	£4.00
10,000	£195.00	60,000	£3.25
15,000	£247.50	90,000	£2.75
25,000	£375.00	150,000	£2.50
50,000	£675.00	300,000	£2.25
100,000	£1,230.00	600,000	£2.05
100,000+	Pro-rata	Pro-rata	Pro-rata

*Important Notes:

Monthly Fee: By means of this agreement you agree to pay the monthly fee even if you have no mailing activity during a particular calendar month.

Email Sends Included: Monthly email marketing plans allow the sending of six times the maximum address book limit per calendar month. In Telfis terms, "Email Sends" is a factor of both the actual number of messages you send and your average message size (in kb) over a one-month period. We use the Telfis Billing Module to calculate your actual usage. The plan prices above include a specified number of messages and assume a monthly average message size of 20kb for all packages. Please note: if total message volume exceeds this amount during a particular month—either due to message quantity or size, or both—your total bill for that month will be higher than the plan monthly fee amount. If your monthly message volume exceeds the amount included in your plan, you will be charged for the extra email sends at the effective "Extra Sends per 1,000" of your plan.

Changing or Modifying Plans: If your requirements change over time, you may switch to a higher or lower package automatically. Please note that such changes will take effect during your *next* billing cycle, billed from the current month in which you increase or decrease your plans address book limit.

Annual Payment Discount: Pay for your email marketing annually and you'll receive a 15% discount.

Charities Discount: We offer a 20% Discount to all not-for-profit organizations; simply provide us with your registered charity number.

No on-going commitment: If for any reason you wish to stop using our email marketing service you can cancel giving one months notice as there is no minimum contract term.

Pay As You Go – Campaign Pricing†

Email Quantity	Cost Per Email Send	Cost Data + Email Send
Up to 5,000	2p	5p
5,000+	1.5p	4p
10,000+	1p	2.5p
25,000+	0.7p	2.3p
50,000+	0.6p	2.1p
100,000+	0.5p	1.8p
200,000+	0.45p	1.75p

†Important Notes:

UK Business email Database Access Included: Many of our clients do not have their own email lists instead take advantage of our own in-house list of business email addresses. – Data + Email Send

Minimum Charges: Pay-as-You-Go (Campaign Pricing) has a £150.00 minimum charge per campaign.

*All prices detailed are exclusive of V.A.T.

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ADDENDUM B: THE RULES

Note: Compliance with the Rules is a condition for use of the Telfis Email Marketing System.

SPAMMING PROHIBITED:

You (i.e., the Customer) may not use the Telfis Email Marketing System to send unsolicited email ("spam"), whether it be commercial or non-commercial. Your email will be considered unsolicited if your membership addresses are not 100% opt-in by your members. If your email addresses came from harvesting, a purchased email list, another mailing list (even with the approval of the other list owner), or were compiled by any method other than by direct subscription from your members, for the purposes of this Agreement and these Rules they will be considered unsolicited (non-opt-in) email (that is, "spam"). If Telfis receives complaints that you are sending unsolicited commercial or non-commercial e-mail ("spamming"), in addition to any other rights that Telfis may have under this Agreement or under applicable law, Telfis may at its sole option suspend your service pending a reconfirmation of your entire membership list. This reconfirmation may be required by Telfis in any reasonable manner it determines in its sole judgment including, without limit, sending a single e-mail to all of your list members requesting confirmation of their wish to maintain their subscription to such list. Members who do not reconfirm within a reasonable time established by Telfis may be deleted from the list in question. Telfis agrees to use reasonable commercial efforts to contact your designated list administrator by e-mail or phone before suspending service. Your consent will be requested before Telfis contacts your list members for the purposes of reconfirmation, however, if you do not consent to Telfis contacting your list members for the purposes of reconfirmation, Telfis may terminate this Agreement.

If Telfis determines in good faith that you have been spamming, in addition to any other rights under this Agreement, (i) Telfis will issue a one-time warning to your primary contact's email address to cease such activity, after which if your spamming continues (ii) Telfis may bring an action to court to enjoin such activity, it being understood that such activity may cause irreparable harm to Telfis which may not be fully compensable by monetary damages and (iii) Telfis may recover from Customer monetary losses caused to Telfis by such activity in an amount equal to (a) £300 for each such item of unsolicited e-mail which Customer has sent to each separate and identifiable e-mail address in violation of this Rule, which amount the parties agree is a fair and reasonable estimate of Telfis' losses which would be occasioned by such violation; or (b) if Telfis can establish a greater amount of monetary loss, the amount of such actual monetary loss suffered by Telfis as a result of such violation including, but not limited to, any damage or loss (including legal fees) resulting from any claim made against Telfis as a result of Customer's conduct in violation of this Rule. In addition to the foregoing, Customer shall be responsible for reasonable costs incurred by Telfis in bringing such actions, including reasonable legal fees.

OTHER UNACCEPTABLE USES:

Additionally, you may not use the Telfis Email Marketing System to:

- Send email with an invalid "From:" or "Reply-to:" address. All messages posted to your list must contain valid email addresses and you must be responsive to all replies from members of your list, including unsubscribe requests. You may not refuse or ignore unsubscribe requests from members of your list. Harass, threaten, embarrass or cause distress, unwanted attention or discomfort to a person or entity.
- Post or transmit sexually explicit images or other content that is deemed by Telfis to be offensive.
- Transmit any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or hateful content or content which is racially, ethnically or otherwise objectionable, or which infringes upon the rights of any third party, as determined by Telfis.
- Impersonate any person, including but not limited to, an official of Telfis or an information provider, or communicate under a false name or a name that you are not entitled or authorised to use. Intentionally or unintentionally violate any applicable law, including but not limited to any regulations having the force of law.

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MEMBERSHIP CONFIRMATION:

You will use an "opt-in" (signup plus confirmation) subscription method for all new list members, as provided in Paragraph 3(c) of the Agreement. The confirmation email you send to new members may not include advertising or calls-to-action other than an appeal to confirm the member's subscription. If you import unconfirmed (single opt-in) members directly into your list, or include advertising or other unsolicited calls-to-action in the confirmation message, be advised that you do so at your own risk, and that, in case of complaints of spamming, Telfis reserves the rights described in the section entitled "Spamming Prohibited".

Unsubscribing:

All list messages must include the Telfis unsubscribe instructions in the body or footer of the message, so that members can unsubscribe themselves from the list. List owners should respond to member requests for manual removal from the list with courtesy and timeliness. Please do not discard personal email messages you receive asking to be removed from your list. Even if the user request for removal is aggressive, unfriendly or otherwise rude, you should nonetheless make every attempt to help the user get off your list and to resolve the situation.

Membership List:

You may not use the Telfis Email Marketing System for one-time mailings to a list of members after which you delete substantially all of the membership and create a new list. Your membership must be a static, permanent list to which you add or delete new members and/or members subscribe or unsubscribe themselves in the ordinary course.

Violation:

In the event you violate these Rules, Telfis may, in its sole discretion, remove your list from its server and terminate your right to use the Telfis Email Marketing System. List owners should be aware that they are responsible for the behaviour of their list members.

Privacy:

Telfis is committed to maintaining your privacy and that of your list members. Telfis treats private communications on or through the Telfis Email Marketing System as strictly confidential. For your protection, we strongly recommend you do not give your membership list to anyone, ever. See Paragraph 13 of the Service Agreement for more information on Telfis' Privacy Policy.