

# Acceptable Use Policy

***Last Updated: December 30th, 2017***

All Monstrous.Email customers must follow this Acceptable Use Policy ("Policy") when they access or use our websites, applications, and other online products and services, including email services, marketing services, review and message boards and various other message communication applications (collectively, our "Services"). By accessing or using the Services, you agree to this Policy. If you do not agree, you may not access or use the Services. We reserve the right to suspend or terminate accounts if customers violate this Policy.

We reserve the right to change or modify this Policy at any time and in our sole discretion. If we make changes, we will provide notice of such changes, such as by sending an email notification, providing notice through the Services or updating the "Last Updated" date at the beginning of this document. By continuing to access and use the Services after our notice, you confirm your acceptance of the revised Policy. If you do not agree, you may not access or use the Services.

## General Rules

Accounts are meant to be used for a single set of message subscribers. You are not allowed to continually delete and re-import new contacts into an account. For example, you cannot sign up for a 25,000 subscriber/contact plan and try to send messages to 100,000 contacts by deleting and importing new contacts.

Full message source size may not exceed 2MBs after the message has been fully constructed. Attachments are limited to one attachment at or below 50kb in size and we reserve the right to limit the file types.

You must be able to verify each contact to whom you intend to send marketing messages. You must ensure that all message recipients have fully opted-in to receive marketing messages from you. Please note that simply getting someone's business card is not an acceptable opt-in and you cannot send messages to email addresses or phone numbers you obtained from business cards. (See Consent Requirements and Best Practices for more information.) You must also verify that all email addresses are valid.

## Prohibited Content

You agree that you will not use Monstrous.Email's Services to send anything offensive, to promote anything illegal, or to harass anyone. Without limiting the foregoing, you may not send any messages or content that:

- Contains any unsolicited promotions, political campaigning, advertising or solicitations, e.g., "junk mail," "spam," "chain letters," "pyramid schemes," etc.;

- Is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or fraudulent;
- Would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law;
- May infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- Impersonates, or misrepresents your affiliation with, any person or entity;
- Contains any private or personal information of a third party without such third party's consent;
- Contains any viruses, corrupted data or other harmful, disruptive or destructive files or content; or
- Violates any laws, rules or regulations in the jurisdiction where the recipient resides, including but not limited to, the CAN-SPAM Act, the Telephone Consumer Protection Act (TCPA), or Canada's Anti-Spam Legislation (CASL);
- Is, in our sole judgment, objectionable or that restricts or inhibits any other person from using or enjoying his or her device or email or other communications service, or that may expose Monstrous.Email or others to any harm or liability of any type.

## Content and Industries Subject to Additional Scrutiny

We continually monitor your activities on our Services and Marketing Content that you transmit through our Services. We may delete or remove messages and content at any time and for any reason. We also monitor message recipients' actions to check for above average bounce, abuse and/or unsubscribe rates. If any rate becomes abnormal, your account may be subject to manual review by Monstrous.Email. In addition, in the event of recipients' complaints regarding spam or unsolicited messages, Monstrous.Email may immediately suspend or terminate your account and you will not be eligible for a refund of any kind.

We do not allow you to use our Services to:

- Send Marketing Content to recipients on paid or rented lists (of any form);
- Send Marketing Content to List brokers (of any form) for distribution by them;
- Send messages regarding:
- illegal substances, illegal goods of any form;
- pills, online drug purchases;
- dietary supplements;
- male enhancement products;
- escort and dating services;
- affiliate marketing;
- eLoans, loan offers, pay day advances;
- day trading tips, forex, etc.;
- gambling services or products;
- get rich quick schemes;
- work at home and lead generation opportunities;

- multi-level-marketing or pyramid schemes; or
- other products or content that is, in our sole judgement, objectionable or likely to upset recipients.

## Prohibited Actions

You agree that you will not use the Services to violate any law, rule, regulation or third party right. In addition, you agree not to:

- Log in or attempt to log into your account on more than one device at the same time without the express written permission of Monstrous.Email.
- Use any misleading or incorrect names, addresses, email addresses, subject lines, or other information in any message created or sent using our Services.
- Share your account credentials with anyone.