

These Service Specific Terms and Conditions apply only to Client's purchase and use of List Rental Services. Unless expressly stated otherwise, capitalized terms contained in these Service Specific Terms and Conditions shall have the meaning given them in the Company's General Terms and Conditions.

### **1. Email/Eblasts**

You will provide us with your current business contact information, including a valid physical business address, to be included in all email messages sent by us to individuals on the email list that meet the targeting criteria set forth on the Order Form. You are solely responsible for handling any communications that you receive directly in connection with emails sent by us on your behalf. You will provide us with a valid e-mail address to which all opt-out requests will be sent. If you do not have a dedicated e-mail address for this purpose, you may provide us with a link that an email recipient can click to opt-out of future communications. In the event that you do not provide the required opt-out information, you agree to indemnify and hold Company and its officers, directors, shareholders and employees harmless from any third party claim, damages, fines, loss or liabilities (including reasonable legal costs) suffered or incurred by Company as a result of any claim made by any third party arising out of your failure to provide the required opt-out information. Company further reserves the right to cancel or suspend the List Rental Services hereunder in the event that you do not provide the required information set forth in this section as may be reasonably requested by Company.

### **2. Phone**

We will provide you with a phone list for you to use for your marketing campaign and will work with you to draft a script and related materials ("Marketing Materials") to be used on calls in connection with your phone list rental. You may use the Marketing Materials to conduct a single marketing campaign only as set forth on the Order Form. After we approve the Marketing Materials, we will provide them to your contact or your designated marketing firm, as applicable. You may not materially change the Marketing Materials without our prior written approval. You must complete all phone calls in connection with the phone list rental within forty-five (45) days of receipt of the phone list. Upon completion of your one-time marketing campaign, you must destroy all physical and electronic versions of the phone list and certify to your client services representative in writing that you have completed such destruction. You may retain records regarding the use of the phone list and Marketing Materials only as required to evidence any applicable compliance obligations.

### **3. Postal**

We will provide you with a postal address list for you to send your mailing materials on a one-time basis. The mailing materials must be relevant to the professional interests of the recipients and must not reference us in any way without our prior written approval. Additionally, the mailing materials are subject to our prior approval before the postal address list will be released. You agree and understand that the postal address list is rented for a single postal mailing only, that you will not copy, store, electronically reproduce or reuse the postal address list in any manner, and that you will not transfer the postal address list to any other entity or person. Upon

completion of your one-time mailing, you must immediately destroy all unused mailing labels, letters, envelopes and other typed or printed matter which contains information from the postal addresses list supplied by us. Client may retain records regarding the use of the postal list and mailing materials only as required to evidence any applicable compliance obligations.

### **4. Content, Timing, and Waiver**

The parties will mutually agree to the content of any list rental program, as well as the timing of communications to recipients. We assume no responsibility for the success or failure of your List Rental campaign and will not provide refunds for campaigns that do not produce your desired result.

### **5. Suppression Lists**

You agree to provide us with a current list of individuals who have "opted-out" of receiving communications from you at least one week prior to the start of each list rental campaign. If you do not provide us with this suppression list prior to your List Rental campaign Start Date, then you agree to indemnify and hold Company and its officers, directors, shareholders and employees harmless from any third party claim, damages, fines, loss or liabilities (including reasonable legal costs) suffered or incurred by Company as a result of any claim made by any third party arising out of Client's failure to provide its suppression list.

**6.** We reserve the right to monitor compliance with the applicable List Rental terms set forth herein by, among other means, deploying test and control names and varied addresses. You may not employ any method to interfere with, detect, alter, or circumvent these compliance controls. Any such attempts will be deemed a material breach of the Agreement, subject to immediate termination at Company's sole discretion. Furthermore, you understand that for certain list rental campaigns, under applicable law, you may be deemed the "sender" or a "co-sender" of communications sent in connection with the campaign and you agree to comply with Company's compliance standards, policies, Documentation, and protocols in place for messaging its audience.