



## SITE OWNER AGREEMENT AND SOFTWARE LICENSE TERMS Terms and Conditions

Promo-Cast provides suppliers and/or embroiderer in the promotional product industry a means to create, send, manage, and track online email broadcasts. This service may not be used for the sending of unsolicited email (also known as "spam"). Please see our Anti-Spam Policy.

The following are the terms and conditions for use of the Services. By clicking the 'I have read and agree to the Terms and Conditions' button on the sign-up page and/or by logging in to the Promo-Cast system (also known as Promo-Cast 2.0); you accept these terms and conditions.

### 1. Acknowledgements:

You hereby acknowledge and agree that:

- 1.1 Promo-Cast 2.0 may not be used for the sending of unsolicited email (also known as "spam").
- 1.2 Each broadcast that you send, needs to be approved by our approval team. The approval teams concluding say on whether the broadcast is approved or not, is final.
- 1.3 Promo-Cast 2.0 may only be used for lawful purposes.
- 1.4 Your use of the Service is subject to the Prohibited Content and Commerce Statement.
- 1.5 All content sent by you and company needs to be completely correct, accurate, and up-to-date.
- 1.6 Promo-Cast will not use your customer list/subscriber list or any other customer information for any other purposes than those intended with the Service.
- 1.7 You agree to import, access or otherwise use only permission-based lists (note: purchased lists may not be used) in connection with your use of the Services.
- 1.8 Every email message sent in connection with the Services must contain the Promo-Cast "unsubscribe" link that allows subscribers to remove themselves from your mailing list. ([[unsub]])
- 1.9 You agree to keep those that have requested to be unsubscribed to remain so.
- 1.10 You will adopt and maintain the Promo-Cast Privacy Policy, which may be modified by Promo-Cast on occasion.
- 1.11 Services are subject to be amended by Promo-Cast. All such changes shall become effective upon posting of the revised Agreement on the Promo-Cast website.

### 2. Services and Support:

2.1 The services are only available to persons who can form legally binding contracts under applicable law. As such, services are not available to those persons under the age of 18. Therefore, the Company's signing agent on the contract is at least 18 years of age. If you do not qualify, you are not permitted to use this service at any time.