

GravityFree Universal E-Mail Policy

Updated January 6, 2009

This policy is hereby established by AD-VantageNet, Inc. d/b/a GravityFree ("GravityFree") and applies to all GravityFree E-Mail Services (collectively referred to as the "Service"), including, but not limited to, the following:

- The use of individual mailboxes hosted or managed by GravityFree;
- The sending of any message through an SMTP server hosted on the GravityFree Network or managed by GravityFree;
- The sending of any message through any e-mail system that advertises a web site hosted on the GravityFree Network or managed by GravityFree

1. Service and Support

The Service is provided subject to this Universal E-Mail Policy, as it may be amended by GravityFree, and any guidelines, rules or operating policies that GravityFree may establish and post from time to time (collectively, the "Agreement"). By posting updated versions of the Agreement on the GravityFree website, or otherwise providing notice to you, GravityFree may modify the terms of the Agreement and may discontinue or revise any or all other aspects of the Service in its sole discretion. Except as otherwise provided in the Agreement, all such changes shall become effective upon the posting of the revised Agreement at GravityFree's website. The Service is available only to persons who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not available to individuals under the age of 18. If you do not qualify, you are not permitted to use the Service. If you are using the Service in your capacity as an employee, you must have the ability to bind your employer by your use of the Service. You must have an active and valid hosting or service contract on file with GravityFree to use the Service.

You may from time to time provide GravityFree's service personnel with remote access to your computers and other systems for the purpose of troubleshooting issues that arise in your use of the Service. You hereby waive any claim for damages from any problems that may arise from such access, including without limitation any disruption or damage caused by GravityFree or its personnel.

2. Representations and Acknowledgments

You hereby represent, acknowledge and agree that:

- The Service may not be used for the sending of unsolicited e-mail (sometimes called "spam").
- The Service may only be used for lawful purposes.
- You agree that you will not access or otherwise use third party mailing lists or otherwise prepare or distribute unsolicited e-mail, in connection with the Service.

- You agree to import, access or otherwise use only lists for which all listed parties have consented to receive correspondence from you ("Permission Based Lists") in connection with your use of the Service. Mere agreement of a person or entity to participate in a survey is not consent to receive correspondence from you. For respondents to your surveys, consent to receive other correspondence is evidenced by the respondent opting into the "Join My Mailing List" or similar link in the course of responding to your survey. You hereby agree that you shall not use any other lists in connection with your use of the Service.
- You acknowledge and agree that not all e-mail messages sent through use of the Service will be received by their intended recipients.
- Every e-mail message sent by you as part of a bulk mailing in connection with the Service must contain an "unsubscribe" link that allows the recipient to remove themselves from your mailing list.
- You will comply with the restrictions on content of e-mail messages and activities using the Service as set forth or referenced in this Agreement.
- You acknowledge and agree that you are the sole or designated "sender" (as such term is defined in the CAN-SPAM Act of 2003 and any rules adopted under such act) of any e-mail message sent by you using the Service.
- You agree that the "from" line of any e-mail message sent by you using the Service will accurately and in a non-deceptive manner identify your organization, your product or your service.
- You agree that the "subject" line of any e-mail message sent by you using the Service will not contain any deceptive or misleading content regarding the overall subject matter of the e-mail message.
- You agree to include in any e-mail message sent by you as part of a bulk mailing using the Service your valid physical address, which may be a valid post office box meeting the registration requirements established by the United States Postal Service.
- You agree that in any e-mail message sent by you using the Service you will not include any incentives (e.g., coupons, discounts, awards) that encourage a recipient to forward the e-mail message to another recipient.
- You will adopt and maintain a Privacy Policy that outlines and declares the information collected on your web site and how that information is used by you or your company.

3. E-mail, Permission Practices and Prohibited Content

3.1 Subscriber Opt Out. Every e-mail message sent as part of a bulk mailing in connection with the Service must contain an "unsubscribe" link that allows subscribers to remove themselves from your mailing list. Each such link must remain operational for a period of thirty (30) days after the date on which you send the message, and must be in form and substance satisfactory to GravityFree. You acknowledge and agree that you will not remove, disable or attempt to remove or disable the unsubscribe link. You shall monitor and process unsubscribe requests received by you directly within 10 days of submission, and update the e-mail addresses to which messages are sent through your bulk mail tool. Under the CAN-SPAM Act of 2003, you acknowledge that you are responsible for maintaining and honoring the list of unsubscribe requests following termination of your account and this Agreement.

3.2 Permission Practices. You agree to import, access or otherwise use only Permission Based Lists in connection with your use of the Service. You hereby covenant that you shall not use any other lists in connection with your use of the Service. If you have used a feature that allows you to request a recipient to confirm that you have his or her permission to send e-mails to him or her, and such recipient has not responded or does not respond affirmatively to such request for confirmation, you agree that you shall not send e-mails to that recipient. Without limiting the foregoing, you agree that you shall not utilize the Service to send any commercial electronic mail message (as that term is defined in the CAN-SPAM Act of 2003) to any person who has opted out or otherwise objected to receiving such messages from you or another sender on whose behalf you may be acting. You cannot mail to distribution lists, newsgroups, or spam or unsolicited e-mail addresses. You cannot copy a bulk mail template or any other features or functionality from the Service and use them for any purpose other than sending e-mail messages from the Service. E-mails that you send through the Service may generate spam complaints from recipients. As a matter of privacy, GravityFree cannot share with you the e-mail addresses of those who complain about your e-mail campaign. You are responsible for ensuring that your e-mail campaigns do not generate a number of spam complaints in excess of industry norms. GravityFree, in its sole discretion, shall determine whether your level of spam complaints is within industry norms, and its determination shall be final, binding and conclusive for all purposes under this Agreement. GravityFree will terminate your use of its Service if GravityFree determines that your level of spam complaints is higher than industry norms.

3.3 Footers. For every e-mail message sent as part of a bulk mailing in connection with the Service, you acknowledge and agree that GravityFree may add an identifying footer stating "E-mail Marketing by GravityFree," "Powered by GravityFree" or a similar message.

3.4 Images. Images hosted by GravityFree on GravityFree controlled servers may only be used in connection with the Service and for no other purpose whatsoever. To the extent you use images provided by GravityFree, GravityFree hereby grants to you a limited, non-exclusive, non-transferable sublicense to use the images in an unaltered state solely in connection with your use of the Service.

3.5 Prohibited Content. GravityFree prohibits the use of the Service by any person or entity that:

- Provides, sells or offers to sell any of the following products or content (or services related to the same): pornography or illicitly pornographic sexual products, including but not limited to magazines, video and software; escort services; illegal goods; illegal drugs; illegal drug contraband; pirated computer programs; instructions on how to assemble or otherwise make bombs, grenades or other weapons.
- Displays or markets material that exploits children, or otherwise exploits children under 18 years of age.
- Provides, sells or offers products, services or content frequently associated with unsolicited commercial e-mail, a.k.a. spam, such as online and direct pharmaceutical sales, including but not limited to health and sexual well-being products, work at home businesses, credit or finance management, including but not limited to credit repair and debt relief offerings and stock and trading tips, and mortgage finance offers, and odds

making and betting/gambling services, including but not limited to poker, casino games, horse and dog racing and college and pro sporting events.

- Provides material that is grossly offensive, including blatant expressions of bigotry, prejudice, racism, hatred or excessive profanity or post any obscene, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable content.
- Posts or discloses any personally identifying information or private information about children without their consent (or their parents' consent in the case of a minor).
- Sells or promotes any products or services that are unlawful in the location at which the content is posted or received.
- Introduces viruses, worms, harmful code and/or Trojan horses on the Internet.
- Promotes, solicits or participates in pyramid schemes or multi-level channel and/or network marketing (MLM) businesses, including but not limited to personal work-at-home offers promoting "get rich quick", "build your wealth" and "financial independence" offerings.
- Engages in any libelous, defamatory, scandalous, threatening, harassing activity.
- Posts any content that advocates, promotes or otherwise encourages violence against any governments, organizations, groups or individuals or which provides instruction, information or assistance in causing or carrying out such violence.
- Provides content, including images, of authors, artists, photographers or others without the express written consent of the content owner.

3.6 Right to Disable Access. GravityFree, at its own discretion, may immediately disable your access to the Service without refund if GravityFree believes, in its sole discretion, that you have violated any of the policies listed above or elsewhere in this Agreement. GravityFree may levy a varying reconnection fee to reconnect service in the event that access to the Service is disabled. In the event that access to the Service is disabled for individual mailboxes, GravityFree will continue to receive and store incoming messages on your behalf so that they may be accessed once access to the Service is reconnected.

4. Restrictions and Responsibilities

4.1 Use of Individual Accounts and Mailboxes. Individual e-mail accounts and mailboxes may be created and used by you, your employees, vendors, or other parties to which you grant access or permission to use such accounts and mailboxes. This Agreement applies in full to any use of those accounts and mailboxes. You agree and covenant that employees, vendors or other parties who are granted access to any individual account or mailbox under your control have been made aware of and agreed to these policies. The bulk mailing restrictions apply to individual accounts and mailboxes when they are used in conjunction with a 3rd party bulk e-mail program or any use where an individual message (or messages with roughly the same content) is sent to 30 or more recipients within a given 24-hour period.

4.2 Username and Password. You are responsible for maintaining the security of your account, passwords, and files. GravityFree will accept the instructions of any individual who claims to be authorized to direct changes to your account so long as such person presents your username and password on-line, by e-mail or by phone. GravityFree shall not be responsible for the actions of any individuals who misuse or misappropriate your contact lists or other assets using your username and password.

4.3 Strong Passwords Required. In conjunction with use of the Service, GravityFree requires the use of a strong password. A strong password, at a minimum, will consist of seven (7) characters and contain at least one letter and one number. GravityFree may enforce the strong password policy by automatically selecting a new password for any account where a strong password is not used.

4.4 SMTP Authentication Required. SMTP authentication is required to send any e-mail messages through GravityFree's SMTP Server at mailhosting.gravityfree.com.

4.5 Compliance with Laws; Monitoring. You shall use the Service only in compliance with this Agreement, the federal CAN-SPAM Act of 2003 and regulations thereunder and all other applicable U.S., state, local and international laws (including but not limited to policies and laws related to spamming, privacy, obscenity, or defamation, copyright and trademark infringement and child protective e-mail address registry laws). Although GravityFree has no obligation to monitor the content provided by you or your use of the Service, GravityFree may do so and may block any e-mail messages, remove any such content or prohibit any use of the Service that GravityFree believes may be (or is alleged to be) in violation of the foregoing.

4.6 Indemnification. You hereby agree to defend, indemnify and hold harmless GravityFree and its business partners, third-party suppliers and providers, licensors, officers, directors, employees, distributors and agents against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and reasonable attorneys' fees) in connection with any claim or action that (i) arises from any alleged breach of this Agreement, (ii) arises from the content or effects of any messages you distribute using the Service, (iii) otherwise arises from or relates to your use of the Service. In addition, you acknowledge and agree that GravityFree has the right to seek damages when you use the Service for unlawful purposes, in an unlawful manner, and/or in a manner inconsistent with the terms of this Agreement, and that such damages may include, without limitation, direct, indirect, special, incidental, cover, reliance and/or consequential damages.

5. Termination

You may terminate this Agreement at any time by submitting a hosting cancellation notice. The Agreement will remain in-effect until your hosting or other contract or agreement that include use of the Service has been fully terminated.

GravityFree may terminate this Agreement or the Service, disable your account or put your account on inactive status, in each case at any time with or without cause, and with or without notice. GravityFree shall have no liability to you or any third party because of such termination or action.

GravityFree may delete any of your archived data within 30 days after the date of termination. After termination, you shall process all unsubscribe requests within 30 days of your last bulk e-mail campaign. Under the CAN-SPAM Act of 2003, you acknowledge that you are responsible for maintaining and honoring the list of unsubscribe requests following termination of your account and this Agreement. All sections of this Agreement that by their nature should survive

termination will survive termination, including, without limitation, ownership, warranty disclaimers and limitations of liability.

If your an individual mailbox is classified (at GravityFree's sole discretion) as inactive for over 120 days, GravityFree has the right to permanently delete that mailbox and its contents. GravityFree will use good faith efforts to contact you prior to taking any permanent removal actions.

6. Warranty Disclaimer; Remedies

USE OF THE SERVICE AND ANY RELIANCE BY YOU UPON THE SERVICE, INCLUDING ANY ACTION TAKEN BY YOU BECAUSE OF SUCH USE OR RELIANCE, IS AT YOUR SOLE RISK. GRAVITYFREE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS PROVIDED "AS IS" AND GRAVITYFREE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

Your sole and exclusive remedy for any failure or nonperformance of the Service shall be for GravityFree to use commercially reasonable efforts to adjust or repair the Service.

7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL GRAVITYFREE OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, BUSINESS PARTNERS, INFORMATION PROVIDERS, ACCOUNT PROVIDERS, LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES, DISTRIBUTORS OR AGENTS (COLLECTIVELY REFERRED TO FOR PURPOSES OF THIS SECTION AS "GRAVITYFREE") BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY MONEY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, COVER, RELIANCE OR CONSEQUENTIAL DAMAGES, EVEN IF GRAVITYFREE SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. IN THE EVENT THAT, NOTWITHSTANDING THE FOREGOING, GRAVITYFREE IS FOUND LIABLE TO YOU FOR DAMAGES FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE), THE MAXIMUM AGGREGATE LIABILITY OF GRAVITYFREE TO YOU ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICE IN THE TWELVE (12) MONTHS PRIOR TO THE ACCRUAL OF THE APPLICABLE CLAIM, LESS ANY DAMAGES PREVIOUSLY PAID BY GRAVITYFREE TO YOU IN THAT TWELVE (12) MONTH PERIOD. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL

OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

8. Miscellaneous

8.1 If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

8.2 No agency, partnership, joint venture, or employment is created as a result of the Agreement, and you do not have any authority of any kind to bind GravityFree in any respect whatsoever.

8.3 In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover its costs and attorneys' fees.

8.4 The Agreement shall be governed by the laws of the State of Florida, USA without regard to its choice or law or conflict of laws provisions. All legal actions in connection with the Agreement shall be brought in the state or federal courts located in Sarasota, Florida.