

the-salesEDGE Anti-Spam and Restricted Content Policy

Last updated: February 27, 2023

J&M Marketing Services, Inc. dba the-salesEDGE provides a variety of messaging services to our clients. In order to maintain our ability to effectively deliver messages, we impose the following rules on any person, entity, site or organization (the “User”) of our applications, websites, software, and any other service that may be provided by the-salesEDGE, from time to time, including but not limited to applications that utilize and promote the sending of Commercial Electronic Messages (collectively, the “the-salesEDGE Services”).

Users sending Commercial Electronic Messages (“CEM’s” or more commonly referred to as email messages) via the-salesEDGE Services must at a minimum:

- Comply with the CAN-SPAM act of the United States of America.
- Comply with the Canada Anti-Spam Act, as defined herein, and its Regulations.
- Comply with any legislation applicable to the region from where a message is sent, and the region where that message is intended to be received.

the-salesEDGE prohibits the use of any email data that has:

- Come from a third party by any means, such as (but not limited to):
 - purchased or rented leads social media
 - co-registration offers
- Was provided directly by the recipient to you more than 2 years ago and:
 - has not been actively engaged in your email by opening or clicking links in the past 12 months.

the-salesEDGE prohibits the use of the-salesEDGE Services by Users that:

- Send the same message indiscriminately to a large number of recipients, send unsolicited commercial email, generally not allow an option to unsubscribe, send junk or bulk mail, sending numerous amounts of short messaging service messages, or to send a singular message repeatedly to a singular individual or entity over the internet (hereinafter “Spam”) is absolutely prohibited by the-salesEDGE;
- Send CEM’s in a way that violates the United States CAN SPAM Act 2003 (<https://www.govinfo.gov/content/pkg/PLAW-108publ187/pdf/PLAW-108publ187.pdf>);
- Send CEM’s in a way that violates the Canada’s Anti-Spam Law CASL (<https://gazette.gc.ca/rp-pr/p1/2013/2013-01-05/html/reg1-eng.html>);
- Any content related to inappropriate subject matters;
- Any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene;

- Libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- Any content that you do not have a right to post and transmit under any law or contractual/fiduciary relationships;
- Any content, such that such posting, uploading, or transmission constitutes the infringement of any patent;
- Trademark, trade secret, copyright or other proprietary rights of any party;
- Any materials that contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- Any materials which imposes an unreasonable large load on our infrastructure;
- Any content that is harmful to minors;
- Content that intentionally or unintentionally violates any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities Exchange Commission, any rules of national or other securities exchange, including without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- Content that is misleading or impersonates any person or entity or falsely states or otherwise misrepresents your affiliation with a person or entity;
- Content with manipulated, or forged identifiers;
- Content promoting harm or providing instructional information about illegal activities;
- Provides content or communicates with subscribers for the primary purpose of affiliate marketing, including but not limited to communications where there is no direct relationship with the product other than affiliate commissions, communications that contain multiple disparate affiliate links, or communications sent for the primary purpose of affiliate commissions. This prohibition would not apply to communications that include occasional affiliate links or links to products that are related to the business establishing the-salesEDGE account.

In the event that you engage in any of the activities listed above, in our sole discretion, we reserve the right to terminate your access to or use of the-salesEDGE Services, disable you're the-salesEDGE account or access to our products and services, and remove all or a portion of your content, in each case at any time, with or without notice and without refund. We may, in our sole discretion, also report your activity to the applicable legal authorities or third parties for abuse or fraud prevention.

In addition, the-salesEDGE reserves the right to prohibit the use of the-salesEDGE Services by any User in its sole discretion.

Complaints

Complaints are received from a variety of sources, including messages reported as spam through feedback loops at ISP's, complaints sent using the report-it link in your email campaigns, and messages sent to support@the-salesEDGE.com.

If we receive a number of SPAM complaints from our provider equal to or greater than the allowable limit, have an excessive number of bounces on a campaign, or appear to have violated the terms of this Anti-Spam and Restricted Content Policy or our Terms of Use an investigation will be initiated and sending from your account will be disabled. As a follow up to the investigation you will be required to provide proof of opt-in and/or compliance with the United States CAN-SPAM Act and/or Canada Anti-Spam Act and Regulations for your lists before you will be allowed to continue sending and using the-salesEDGE Services. You may also be required to take additional action as requested by our compliance team before you will be allowed to resume sending. In addition the complaint's email address will be marked as unsubscribed and not email marketable.

the-salesEDGE reserves the right to change or modify this statement at any time without prior notice. Any questions or concerns about your use of the-salesEDGE Services can be emailed to support@the-salesedge.com.

Liability

Users are responsible for lawfully using the-salesEDGE Services. Users shall be solely liable for their unlawful use of the-salesEDGE Services, and Users agree to indemnify and hold the-salesEDGE harmless against and pay all losses, costs, damages, or expenses, which the-salesEDGE may sustain or incur (including legal fees) on account of User's unlawful use of the-salesEDGE Services, including but not limited to sending CEM's contrary to the United States CAN SPAM Act Canada Anti-Spam Act and Regulations.