

COMMERCIAL LICENSE AND TERMS OF SERVICE AGREEMENT

Company

Halo LLC and its Subsidiaries

Marketing Mailbox

Home Office

4835 E Cactus Rd, Suite 120

Scottsdale, AZ 85254

support@marketingmailbox.com

Your Relationship with Us

Your use of our products, software and services (referred to collectively as the "System" in this document and excluding any services provided to you by us under a separate written agreement) is subject to the terms of this legal agreement between you and us, as amended from time to time (the "Terms").

The term "You" or "you" means the company or entity who is acquiring the license to use the System under this Agreement; "we" or "us" means Halo LLC DBA Marketing Mailbox and "both of us" means both you and us.

Accepting these Terms

In order to use the System, you must first agree to these Terms. You may not use the System if you do not accept these terms. You can accept these Terms by clicking to accept or agree to these Terms from the account registration page, where this option is made available to you by us in the user interface for any service; or by actually using the System. You understand and agree that we will treat your use of the System as acceptance of these Terms from that point onwards.

If you are entering into this Agreement on behalf of a company or other organization, you must have the authority to bind your company or organization to this Agreement and commit funds on its behalf. Titles that typically carry that authority include, without limitation: Chairman, Principal, President, Officer, Vice President, Director, Controller, Finance Manager or Purchasing Manager. We may reject this Agreement if we determine, in our sole discretion, that you do not have the appropriate authority. In any case, if you are entering into this Agreement on behalf of a company or other organization, you represent that you have the authority to bind it to this Agreement and commit funds on its behalf, and the terms you and your will refer to that company or organization. If you do not have that authority, or if you do not agree with these terms and conditions, you must select the I Do Not Accept this Agreement button and may not use this product.

You acknowledge that your electronic submissions constitute your agreement and intent to be bound by these Terms. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, you hereby agree to the use of electronic signatures, contracts, orders and other records and to electronic delivery of notices, policies and records of transactions initiated or completed through the system. Further, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records.

License From Us

Subject to your acceptance of these Terms, we give you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by us as part of the System as provided to you by us (referred to as the "Software"). This license is for the sole purpose of enabling you to use and enjoy the benefit of the System as provided by us, in the manner permitted by these Terms.

This Agreement and your license granted under this Agreement are personal to you (and your Personnel (as defined below) in the course of their work for you), and do not include the right to sublicense your rights under this Agreement to any third party. You may not transfer or assign, by operation of law or otherwise, this Agreement or your license to any third party without our prior written consent, which may be withheld in our sole discretion for any reason or for no reason. Notwithstanding the foregoing, you may permit your employees, consultants or other third-party service providers (collectively, Personnel) to access and use your account on your behalf; provided that you shall be responsible for ensuring that your Personnel comply with these Terms and any applicable end user license agreement to which they assent. If you acquire a third party entity or acquire substantially all of the assets of a third party entity, or are acquired by a third party, in each case, whether by merger, change of control, sale of assets, consolidation or otherwise, such event shall be considered an assignment of this Agreement for this purpose. Any assignment or attempted assignment in violation of these terms shall be of no effect, and shall constitute a breach of this Agreement and result in the immediate and automatic termination of your license rights under this Agreement; any renewal of such rights shall, if then available, be at our sole discretion, and will be on terms and conditions applicable at the time of renewal.

Limitation on Our License

You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by us, in writing.

You may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

The System may cause your computer system or other device to download and install updates from time to time. These updates are designed to improve, enhance and further develop the System and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You

consent and agree to receive and permit the installation of such updates (and to permit us to deliver these to you) as part of your use of the System. These Terms shall apply to any such updated Software and System.

Use of the System by You

In order to access the System, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the System, or as part of your continued use of the System. You agree that any registration information you give to us will always be accurate, correct and up to date. We agree to take commercially reasonable steps to preserve the confidentiality of such information.

You agree to use the System only for purposes, and in a manner, permitted by (a) these Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions including, without limitation, (i) any regulations of the United States Bureau of Export Administration and other applicable governmental agencies, (ii) the Gramm-Leach Bliley Act of 1999 or any successor federal statute and the rules and regulations thereunder, all as may be amended or supplemented from time to time (the GLB Act) and (iii) the Interagency Guidelines Establishing Standards for Safeguarding Customer Information, and to protect the confidentiality of any NPI (as defined in the GLB Act) to which you are granted access or which you post on the System. You agree that no NPI will be revealed to any other party for other than those legitimate purposes allowed under the GLB Act and any related federal or state laws, without the express written consent of the party providing such information at any time, now or in the future. You hereby assure us that you will not export directly or indirectly technical data to any country for which a validated license is required under United States law without first obtaining a validated license. Further, you represent and warrant that you are not a national of, or under the control of, any country upon which the United States has then currently imposed an embargo of goods.

Limitation on Access to the System

You agree not to access (or attempt to access) any of the System by any means other than through the interface that is provided by us, unless you have been specifically allowed to do so in a separate written agreement executed by us. Without limiting the generality of the foregoing, you specifically agree not to access (or attempt to access) any of the System through any automated means (including use of scripts or crawlers). Similarly, you agree that you will not provide any third party access to material on the System (or facilitate their attempt to access) by any means other than through the interface that is provided by us, unless you have been specifically allowed to do so in a separate written agreement executed by us.

You agree that you will not engage in any activity that interferes with or disrupts the System (or the servers and networks which are connected to the System).

You will not reproduce, duplicate, copy, sell, trade or resell the System for any purpose.

You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any breach of your obligations under these Terms and for the consequences (including any loss or damage which we may suffer) of any such breach.

You agree not to use the system in violation of these Rules or any other Specific House Rules posted in the Networking Center area of the system. You further agree that these rules will apply to all areas of the System where you may post information or files or reply to information posted by other members.

You agree not to use the System in violation of our standards of conduct as posted and as amended from time to time, in particular you may not use the System in a manner that would cause you or us to violate any applicable local, state, national or international law, including any rules and regulations of any securities exchange, any rules, regulations, requirements, procedures or policies in force from time to time relating to the System, and any export or re-export laws, rules and regulations; interfere with or disrupt the System or take any steps to interfere with or in any manner compromise any security measures with respect to the System or any data or file transmitted, processed or stored on or through the System.

Your Passwords and Account Security

You are responsible for maintaining the confidentiality of passwords associated with any account you use to access the System. Accordingly, you will be solely responsible to us for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify us immediately.

Payment for Services

Free Services. If we provide certain basic service without any charge by us; you are responsible for Internet or other telecommunications and computer equipment charges and fees and any applicable taxes.

Paid Services. If you choose any paid services, you agree to pay all charges, recurring fees, applicable taxes and other charges (collectively herein "Charges") incurred by you (or anyone who is using an authorized user account that you have caused to be created or for which you have otherwise indicated your agreement to be responsible for payment) at the rates in effect for the billing period in which those charges are incurred. Charges may include among other things, fees for access based on usage of the Software or System. We may change rates or institute new charges at any time upon 30 days prior notice; relevant information will be available at www.leadcompass.com or otherwise provided to you by us.

Advertising Services. If you desire to use the Systems ad server to display advertisements on the System, you must enter into a separate ad server license agreement with us. For information please contact us at support@marketingmailbox.com . If you provide advertising apart from the use of the ad server, you agree to pay a fee of 30% of gross advertising revenues attributable to such advertisements, including without limitation content placement fees, if any.

All payments shall be made at our address as indicated in this Agreement or at such other address as we may from time to time indicate by proper notice hereunder. All invoices are due and payable within thirty (30) days of our date of invoice. Interest shall be payable at the rate of one percent (1.0%) per month or at the maximum rate permitted by law, whichever is less, on all overdue and unpaid invoices until paid in full. All fees are denominated and to be paid in United States Dollars and are exclusive of any applicable taxes. You shall pay, indemnify and hold us harmless from all sales, use, value added or

other taxes of any nature, other than personal property or taxes on or measured by our net or gross income, including penalties and interest, and all government permit or license fees assessed upon or with respect to any fees. If your account is delinquent, we may, at our sole discretion, suspend or cancel your account (and accordingly your use of the System). If your account is suspended, regular charges continue to accrue until you cancel your account.

You must inform us of any billing problems or discrepancies within 90 days after they first appear on your account statement. If you do not bring them to our attention within 90 days, you agree that you waive your right to dispute such problems or discrepancies. Additionally, if any charges are being collected by us on behalf of a supplier, then such supplier shall be an express third party beneficiary of this section.

Privacy and your Information

We will treat the privacy of personal information and data of any kind you store in your account as proprietary to you. We will not pass your personal information details to third parties for their marketing purposes without your explicit permission. However, we will use e-mail to send you messages about specific promotional opportunities, system faults and service issues and may also use e-mail to keep you up to date with news about the Software and Service.

You agree to the use of your data in accordance with our privacy policies. For complete information about our data protection practices, please read our privacy policy at www.leadcompass.com/privacy. This policy explains how we treat your personal information, and protects your privacy, when you use the System.

Content Accessible Through the System

You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) to which you may have access as part of, or through your use of, the System are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content".

Content presented to you as part of the System, including but not limited to advertisements in the System and sponsored Content within the System may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by us or by the owners of that Content, in a separate agreement.

By using the System you may be exposed to content that contains inaccurate, incomplete, misleading or otherwise objectionable information and opinions and, in this respect, you use the System at your own risk. You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) (i) your use of any Content and you hereby acknowledge and agree that, in the absence of an express statement by us to the contrary, we are not providing you with the Content and (ii) any Content that you create, transmit or display while using the System and for the consequences (including any loss or damage which we may suffer) of doing so.

We reserve the right in the future if it should prove technically feasible (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse, restrict access to or remove any or all Content from the System.

Content License from You

You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the System. You acknowledge and agree that, in the course of performing the technical steps required to provide the System to our users, we may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media.

You represent and warrant to us that you have all the rights, power and authority necessary to grant the above license.

Advertisements

In the course of using the System, the System may display advertisements and promotions. These advertisements may be targeted to users based on the content of information stored on the System by such users, queries made by such users through the System or other information. The manner, mode and extent of advertising on the System shall be subject to change by us without notice to you. In consideration for our granting you access to and use of the System, you hereby consent to our placing advertising on the system and agree that we may do so without compensation to you.

Other Content

The System (and any advertising on the System) may include links to third-party content or resources (External Resources) including, without limitation, web pages. We may have no control over any External Resources. We expressly disclaim any responsibility for any inaccuracy in any information or other materials contained in any External Resources and any defective products or services provided by, or advertised on, any External Resources. We do not endorse, nor does the display or posting of any link on any part of the System imply that we endorse, any External Resource or any products or services described therein. We expressly disclaim any responsibility for the availability of any External Resources. You acknowledge and agree that we are not liable for any loss or damage which may be incurred by you as a result of the availability of those External Resources, or as a result of your reliance on the completeness, accuracy or existence of any advertising, products or other materials on, or available from or through any External Resource.

Consent to Temporary Storage and Transfer

The System may transmit or receive electronic files containing third-party content by interaction with other users, and by other users through the use of your computer, including temporary storage of information on your computer. You hereby consent to such transmissions and to the corresponding use of your bandwidth and your digital storage space by the System. In order to terminate this process, you can: (a) quit the Software, (b) disconnect from the Internet, (c) turn off your computer, or (d) uninstall the Software.

Ending your Relationship with Us

These Terms, as amended from time to time, will continue to apply until terminated by either you or us as set out below.

If you want to terminate your legal agreement with us, you may do so by (a) notifying us at any time and (b) closing all of your System user accounts, where we have made this option available to you. Your notice should be sent to support@marketingmailbox.com. Please refer to the Cancellation Policy statement at www.marketingmailbox.com regarding details about payments and refunds. We may, at any time, stop (permanently or temporarily) providing the System (or any features within the System) to you or to users generally at our sole discretion, and/or terminate these Terms or all or some of your rights under these Terms if:

you (or your Personnel) have breached any provision of these Terms (or have acted in manner which clearly shows that you or your personnel do not intend to, or are unable to comply with the provisions of these Terms); or

we are required to do so by law (for example, where providing you or your Personnel access to the System may be, or become, unlawful); or

the partner with whom we offered the System to you has terminated its relationship with us or ceased to offer the System to you; or

we are, or anticipate, no longer providing the System to users in the jurisdiction containing your principal place of business or from which access to the System may be made on your behalf; or

the provision of the System to you or your Personnel by us is, in our opinion, no longer commercially viable.

In addition, all of your rights to access the System under these Terms shall automatically terminate in the event of an unauthorized assignment, as noted above under LICENSE FROM US.

Upon any termination of these Terms, your right to use the System terminates, but the provisions under "Limitation on Our License", "Limitation on Access to the System", "Proprietary Rights", "Exclusion Of Warranties", "INDEMNIFICATION", "Limitation of Liability" and "General Legal Terms" continue to apply to both of us even after termination.

Exclusion of Warranties

THE SYSTEM (INCLUDING ANY ADVERTISING DISPLAYED THEREON) AND ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF THE SYSTEM (THE MATERIALS) IS MADE AVAILABLE AS IS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATING TO THE SYSTEM OR THE MATERIALS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU ALONE SHALL BEAR THE RISK AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM USE OF THE SYSTEM OR ANY MATERIALS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US

OR THROUGH OR FROM THE SYSTEM SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

The license granted to you under these Terms is for the most current version of the Software as of the time we make such version available to you under these Terms. We may release future versions of the software under these Terms or different terms. Nothing in these Terms (a) gives you the right to any future version of the Software; or (b) is a commitment to you of compatibility between the Software and any future versions of the Software.

Indemnification

YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND US AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, CO-BRANDERS OR OTHER PARTNERS, AND EMPLOYEES, AT YOUR EXPENSE, AGAINST ANY AND ALL THIRD PARTY CLAIMS OR DEMANDS, ACTIONS, PROCEEDINGS AND SUITS AND ALL RELATED LIABILITIES, DAMAGES, SETTLEMENTS, PENALTIES, FINES COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND OTHER DISPUTE RESOLUTION EXPENSES) INCURRED BY US, DUE TO OR ARISING OUT OF DATA YOU OR YOUR PERSONNEL SUBMIT, POST TO, TRANSMIT OR COMMUNICATE THROUGH THE SYSTEM, YOUR OR YOUR PERSONNELS USE OR MISUSE OF THE SYSTEM, YOUR OR YOUR PERSONNELS CONNECTION TO OTHER USERS, YOUR OR YOUR PERSONNELS VIOLATION OF THESE TERMS, OR YOUR OR YOUR PERSONNELS VIOLATION OF ANY RIGHTS OF ANOTHER.

Limitation of Liability

OUR AGGREGATE LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, DIRECT OR INDIRECT, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF (OR INABILITY TO USE) THE SYSTEM SHALL NOT EXCEED THE GREATER OF THE SUM OF ALL AMOUNTS RECEIVED BY US FROM YOU DURING THE PREVIOUS TWELVE (12) MONTHS. IN NO EVENT SHALL WE (OR ANY OF OUR SUPPLIERS OR LICENSORS) BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, TORT OR ANALOGOUS DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF GOODWILL, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF (OR INABILITY TO USE) THE SYSTEM, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Copyright and Trade Mark Policies

It is our policy to respond to notices of alleged copyright infringement that comply with applicable intellectual property law (including the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers. Details of our policy can be found at www.leadcompass.com.

Changes to these Terms

We may make changes to these Terms from time to time. When these changes are made, we will make a new copy of these Terms available at www.leadcompass.com/terms of service. If you use the System after the date on which these Terms have changed, you agree that said use indicates acceptance of the updated Terms.

U.S. Government End Users.

The software used to provide the System is a "commercial item," as that term is defined in 48 C.F.R. 12.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the software with only those rights set forth herein.

General Legal Terms

Sometimes when you use the System, you may (as a result of, or through your use of the System) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, these Terms do not affect your legal relationship with these other companies or individuals.

The Terms constitute the whole legal agreement between you and us and govern your use of the System (but excluding any services which we may provide to you under a separate written agreement), and completely replace any prior agreements between you and us in relation to the System.

You agree that we may provide you with notices, including those regarding changes to these Terms, by email, regular mail, or postings on the System.

You agree that if we do not exercise or enforce any legal right or remedy which is contained in these Terms (or which we have the benefit of under any applicable law), this will not be taken to be a formal waiver of our rights and that those rights or remedies will still be available to us.

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from these Terms without affecting the rest of these Terms. The remaining provisions of these Terms will continue to be valid and enforceable.

You acknowledge and agree that each member of the group of companies of which we are the parent shall be third party beneficiaries to these Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of these Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to these Terms.

The Terms, and your relationship with us under these Terms, shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. You and we agree to submit to the exclusive jurisdiction of the courts located within Suffolk County, Massachusetts to resolve any legal matter arising from these Terms. Notwithstanding this, you agree that we shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

Marketing Mailbox CAN-SPAM Act

User Compliance Agreement

Marketing Mailbox makes every reasonable effort to help its users comply with the CAN-SPAM Act however, as a user of the service you acknowledge that it is your sole responsibility to understand and comply with all provisions of the CAN-SPAM Act. As a condition of your use of Marketing Mailbox service you agree to the following User Compliance Agreement and understand that non-compliance will result in the termination of the service.

You agree that you or anyone acting on your behalf shall not utilize Marketing Mailbox to send any commercial electronic mail messages to any recipient who has opted out, unsubscribed, or otherwise objected to receiving such messages from you or another party on whose behalf you may be commissioned. The CAN-SPAM Act outlines specific requirements for sending out commercial emails. These rules govern the Internet by United States law. A brief description of the CAN-SPAM Act from the Federal Trade Commission website www.ftc.gov follows:

The CAN-SPAM Act: A Compliance Guide for Business (this is an excerpt and you can view the entire document at <http://www.ftc.gov/bcp/edu/pubs/business/ecommerce/bus61.shtm>)

Do you use email in your business? The CAN-SPAM Act, a law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have you stop emailing them, and spells out tough penalties for violations.

Despite its name, the CAN-SPAM Act doesn't apply just to bulk email. It covers all commercial messages, which the law defines as "any electronic mail message the primary purpose of which is the commercial advertisement or promotion of a commercial product or service," including email that promotes content on commercial websites. The law makes no exception for business-to-business email. That means all email – for example, a message to former customers announcing a new product line – must comply with the law.

Each separate email in violation of the CAN-SPAM Act is subject to penalties of up to \$16,000, so non-compliance can be costly. But following the law isn't complicated. Here's a rundown of CAN-SPAM's main requirements:

1. **Don't use false or misleading header information.** Your "From," "To," "Reply-To," and routing information – including the originating domain name and email address – must be accurate and identify the person or business who initiated the message.
2. **Don't use deceptive subject lines.** The subject line must accurately reflect the content of the message.
3. **Identify the message as an ad.** The law gives you a lot of leeway in how to do this, but you must disclose clearly and conspicuously that your message is an advertisement.
4. **Tell recipients where you're located.** Your message must include your valid physical postal address. This can be your current street address, a post office box you've registered with the U.S. Postal Service, or a private mailbox you've registered with a commercial mail receiving agency established under Postal Service regulations.
5. **Tell recipients how to opt out of receiving future email from you.** Your message must include a clear and conspicuous explanation of how the recipient can opt out of getting email from you in

the future. Craft the notice in a way that's easy for an ordinary person to recognize, read, and understand. Creative use of type size, color, and location can improve clarity. Give a return email address or another easy Internet-based way to allow people to communicate their choice to you. You may create a menu to allow a recipient to opt out of certain types of messages, but you must include the option to stop all commercial messages from you. Make sure your spam filter doesn't block these opt-out requests.

6. **Honor opt-out requests promptly.** Any opt-out mechanism you offer must be able to process opt-out requests for at least 30 days after you send your message. You must honor a recipient's opt-out request within 10 business days. You can't charge a fee, require the recipient to give you any personally identifying information beyond an email address, or make the recipient take any step other than sending a reply email or visiting a single page on an Internet website as a condition for honoring an opt-out request. Once people have told you they don't want to receive more messages from you, you can't sell or transfer their email addresses, even in the form of a mailing list. The only exception is that you may transfer the addresses to a company you've hired to help you comply with the CAN-SPAM Act.
7. **Monitor what others are doing on your behalf.** The law makes clear that even if you hire another company to handle your email marketing, you can't contract away your legal responsibility to comply with the law. Both the company whose product is promoted in the message and the company that actually sends the message may be held legally responsible.

You acknowledge that you are an independent contractor, and that nothing in this agreement or our business together shall create any form of partnership, agency relationship or joint venture. You acknowledge that you retain control over all aspects of your business and control over the content, time, number, frequency and recipients of your e-solicitations and control over the personnel, equipment and methods used for the transmissions. Marketing Mailbox is not requiring you to send any e-solicitations as a condition of utilizing its software.

You further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS Halo Software LLC., and Marketing Mailbox and its officers, directors and employees from any loss, liability, damage or costs, including court cost and attorney's fees, that they may incur through your use of the Marketing Mailbox service, WHETHER CAUSED BY OR CONTRIBUTED TO IN WHOLE OR PART by any action or failure to act, negligence, breach of contract, or other misconduct on your part or those acting on your behalf.

You confirm your acceptance and understanding of the terms and conditions set forth in this agreement by checking the "I Agree" box. This agreement shall supplement any previously executed agreement between us, including any provisions relating to "Spam" in the "Commercial Terms of Service Agreement", and in the event of any conflict between the provisions of this agreement and any other agreement, the terms of this Agreement shall control.

Reporting Abuse

If you suspect that Marketing Mailbox has been used inappropriately, please contact us immediately at support@marketingmailbox.com and we will investigate accordingly.