

Released Emails Agreement

ORDERING RELEASED EMAILS

Initial _____

- Your list will be sent in Excel format and include email addresses, full name, company names (where available), and job title.
- The emails can be used for up to one year after purchase. At the end of the one year period you will need to destroy the data, except for any people who have become clients or have opted-in to your email subscriptions. For these purposes, a contact is considered your client if you have had direct interaction with them (i.e. they have reached out to you beyond opening or clicking your emails).
- At the end of one year you can renew and rent a fresh email list. When you renew, you will have the option of supplying a list of the addresses who have become clients and the addresses that have opted out so they can be suppressed from the new list. Depending on the size of your list, there may be a suppression fee.
- We require prepayment for released email lists.

BLASTING TO RELEASED EMAILS

Initial _____

- Be aware that well-known email broadcast services such as Constant Contact, MailChimp, MyEmma, etc. **will not** allow you to upload a rented third-party list. Make sure to read the terms & conditions of the broadcast service you use to ensure that they allow third-party rented lists before you sign up.
- You cannot paste the entire rented list into the to, cc, or bcc field of Outlook, Gmail, etc. (whichever email client you use). Doing a broadcast this way can cause your email account or entire domain to get blacklisted.
- You may send as many email blasts as you wish throughout the one-year period, keeping in mind best marketing practices to avoid getting flagged as spam or blacklisted.
- We expect deliverability to be in the 80-90% range. However, we do not offer a deliverability guarantee, since there are many factors that affect deliverability that are beyond our control, including corporate filters, ESP filters, content, etc. There are no refunds issued for undeliverable addresses.
- Since the records are not being updated during your one-year rental, you will most likely have a lower deliverable rate as the year progresses. Before each blast, be sure to remove any emails that bounce back with errors from the prior blast to avoid getting flagged by ISPs.
- If you attract the attention of ISPs and SpamHaus by broadcasting using the bcc field, sending blasts too frequently, and/or blasting repeatedly to outdated emails, they may block your domain, which will make it nearly impossible to email to the list and will cause difficulty reaching your own customers.
- A few general guidelines to keep in mind when creating your email creative: Do not send only images – be sure there is a mix of images and text. There must be a clear call-to-action – it should be very obvious where the recipient should click to get to the landing page on your website for more information, and that landing page should be specific to your offer. Be aware of holidays and other times (i.e., Friday at 5pm) that are not ideal for sending a commercial email.

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FOLLOW CAN-SPAM REQUIREMENTS

Initial _____

- Purchasing a third-party list does not release the purchaser from following CAN-SPAM requirements. We have summarized the rules below, but considering each email found in violation of the rules is subject to penalties of up to \$50,120, we strongly recommend that you read the Compliance Guide for Business on the Federal Trade Commission's website here: <https://www.ftc.gov/tips-advice/business-center/guidance/can-spam-act-compliance-guide-business>.
- Do not use false or misleading header information. The "from," "to," "reply-to," originating domain name, and email address must be accurate and identify the person or business who initiated the message.
- Do not use deceptive subject lines.
- You must identify somewhere in the email clearly and conspicuously that it is an advertisement.
- Your valid postal address (street address or PO Box) must be somewhere in the email.
- On every email, there must be a clear and conspicuous method for opting out of receiving future emails from you either through an email address or a single webpage. You can create a menu to allow the 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 requests.
- You must honor a recipient's opt-out request within 10 business days and be able to process opt-out requests for at least 30 days after you send your message. 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 webpage as a condition for honoring an opt-out request. Once opted out, you cannot sell or transfer their email addresses except to transfer the address to a company you've hired to help you comply with the CAN-SPAM Act.

AGREEMENT

I have read this document in its entirety and agree that all emails, names, addresses, and other information furnished remain the property of the list owner and is provided on an email list rental basis for use only by the end-user emailer. The list owner makes no warranties whatsoever in respect to the data and will not be liable for any damages arising in connection with providing the data. I agree and warrant that all data received from the list owner will be used in strict compliance with all applicable federal, state, and local laws, including but not limited to privacy, solicitation, direct marketing, do not call, do not fax, and CAN-SPAM regulations. I agree to indemnify and hold the list owner harmless from any breach of this Agreement or any penalties, legal or related fees arising out of any violation of law based in whole or in part from the use of this data. I am aware that the data is seeded with decoy names to protect against unauthorized use.

The maximum amount of damages payable by either party to the other in respect of any and all liability under or in connection with the Agreement shall not exceed the amount paid by Company to list owner during the preceding 12 months under the Agreement.

Signed: _____

Date: _____

Printed Name: _____

Title: _____

Company: _____