

Supplemental Acceptable Use Policy for Bulk Email Services

By signing up to use any WorkXPress Bulk Email Services you agree to the Master Services Agreement, this Supplemental Acceptable Use Policy for Bulk Email Services and the Supplemental Anti-Spam Policy for Bulk Email Services.

You ensure and agree that all email and other communications generated or sent by you does not include or display any information or content that contains, promotes, references, or links to:

- defamatory or libelous information or content
- pornographic, sexually explicit or otherwise adult-oriented information or content
- vulgar, obscene, profane, offensive, abusive, or threatening information or content
- weaponry, firearms, ammunition, fireworks, or explosives
- false, misleading, inaccurate or deceptive information or content
- unlawful or illegal information or content
- information or content that is discriminatory, racist, or promotes violence against any individual or group;
- infringements or misappropriations of the intellectual property rights of any third party
- viruses or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or information
- hacking, software piracy, spyware, surveillance, interception or descrambling equipment, phreaking, emulators, or illegal file sharing activity
- alcoholic beverages, pharmaceuticals, tobacco and tobacco-related products, illegal drugs, or drug paraphernalia
- hazardous materials or hazardous substances
- or information or content otherwise deemed unsuitable to WorkXpress or harmful to the reputation of WorkXpress or its vendors, affiliates, partners, customers and users.

In addition we do not permit the following commercial email content or email marketing:

- multi-level marketing, affiliate marketing
- work from home, make money on online opportunities, internet lead generation etc.
- casino or online gambling of any sort
- foreign exchange programs and software (FOREX)

- stock trading software
- list selling services

Email List Policy

- By signing up for Bulk Email you agree that all email addresses which you relay email to have explicitly agreed to receive mail from you. You agree that you will provide evidence if requested of how you obtained any email address and how you acquired permission to email that address.
- You agree not to send to purchased lists of any kind.

Note:

“Double Opt-In” or “Confirmed Opt-In” is considered the best practice, or “gold standard”, if you will, and is the one that we most strongly recommend you use. You must be able to provide confirmation of using “Double Opt-In” email addresses upon request.

“Double Opt-In or “Confirmed Opt-In” Defined:

- receiving the email address to be added to the list
- quarantining the email address (not adding it to the mailing list)
- sending a single email to the quarantined email address, which email requires that the owner of the quarantined email address take some affirmative step (such as clicking on a link, replying to the email, or submitting a payment) to confirm that they want their email address added to the list
- if, and only if, the owner of the email address affirmatively confirms that they want their email address added to the mailing list, then the email address is taken out of quarantine and added to the mailing list

SMS messages not permitted to be sent through Our SMS API:

- Unsolicited Messages
- Mass Marketing or Bulk Messages
- Harassing or Abusive Messages
- Emergency Service Communication (can be used in addition, but not to replace communication)
- Fraud, Phishing or Sending Sensitive Data
- Pornographic or Adult content

Data Retention

The email records on your account are recorded and stored for 35 days. After this time, email records will be deleted.