**EMAIL COMPLIANCE FOR ALL CLICKSYNDICATE (“COMPANY”) CAMPAIGNS**

The following practices and procedures must be adhered to by all email publishers and list brokers. Failure to adhere to the following rules and regulations will result in suspension, termination and loss of revenue at the sole discretion of Company:

* Any Solo email &/or newsletter that contains Company image(s), text copy and/or tracking links
* Any Solo email &/or newsletter that direct any recipient to a Company served and/or tracked link
* Any Solo email &/or newsletter that direct any recipient to a Company hosted landing page or home page.

Company requires that any email campaigns which include Company links or call-to-actions adhere to the following rules:

# No Misleading Headers or Other Masking of Email Origin

An email shall not include false or misleading header information, false or misleading registrations for email accounts, or IP addresses used in connection with email ads, and/or retransmissions of an email ad for the purpose of concealing its origin. Publisher must use an openly registered domain in its mailing domain which is accurately registered and traceable to Publisher.

# Email Ads Must be Clearly Identified as Advertisements

Emails that include advertisements or solicitations must be identified by clear and conspicuous means. The sender of the email must be identified as the initiator of the email and the email must include the Company name, email and physical address and phone number of the sender. The domain used by the initiator must be openly registered and traceable to the publisher.

# No Misleading Headers or Other Masking of Email Origin

An email shall not include false or misleading header information, false or misleading registrations for email accounts, or IP addresses used in connection with email ads, and/or retransmissions of an email ad for the purpose of concealing its origin.

# Effective Method of Opt-Out of Future Mailings

All emails must allow recipients to remove themselves from sender mailing list (opt-out). Effective means of providing this ability include giving the recipient the ability to send a reply message or other "Internet-based communication" (such as a link to an opt out page or a Web site where the recipient may simply register its email to opt-out) enabling the recipient to opt-out of future emails from the sender.

# Opt-Out Requests Must Be Purged Within 10 Business Days

All links allowing for opting out of senders email must be viable for at least 60 days after the original message is sent and sender’s emails must stop within 10 business days of sender’s receipt of an opt-out request. Opt-in Consent must be kept on file for a period of 24 months from the date of receipt.

# No Sale or Transfer of Opted-Out Email Addresses

Email senders are prohibited from selling or otherwise transferring email addresses of persons who have opted-out.

Publisher must scrub against Company Suppression File.

Prior to Company email offer being sent to publisher/list broker database, publisher/list broker must scrub Company suppression file against publisher/list broker’s database. Company will supply suppression file to publisher/list broker a minimum of 48 hours in advance.

# No Unlawful Retransmission of Emails

Senders are prohibited from relaying or retransmitting emails from a computer or computer network that was accessed without authorization.

**Any breach of these practices and procedures will result in forfeiture of all monies made from the beginning of the term of the agreement. If determined that the approved from lines listed in this Exhibit are not used, then company is owed $1,000 for every email sent that contains an unapproved from line.**

**Company may modify these terms from time to time and such modifications shall be incorporated upon creation and notification.**

**Company shall have no obligation to pay for any transaction that (a) does not fully comply with the terms set forth hereinabove; (b) that results from a mailing domain address that is not openly and accurately registered to publisher or its agent, (b) that in any other manner is misleading or deceptive, or (c) contains any false or fraudulent information. Company has the sole discretion to determine if a violation of these practices and procedures has occurred. Company will ultimately determine the billable number of valid transactions at the end of each month. Any email which is in violation of these practices and procedures is not a valid transaction and compensation will not be forthcoming.**

**Publisher shall fully defend, indemnify and hold harmless against any allegation, claim, action , judgment, loss, damage, claim or expense (including reasonable attorney fees and costs) arising out of any breach of this Exhibit B.**

**These practices and procedures have authority over and supersedes any other practices and procedures.**