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SPAM / UNSOLICITED COMMERCIAL EMAIL (UCE) POLICY

The purpose of this document (hereafter referred to as the “Spam / UCE Policy”) is to set forth <<Company>>’s rules and restrictions governing Unsolicited Commercial Email, Unsolicited Bulk Email (“UBE”) and/or Spam as set forth by the definitions below. Company maintains a “zero tolerance” policy regarding Spam/UCE and monitors all activity conducted on Company servers, mail services, applications, and other resources. Any customers found to be using Company resources to engage in sending Spam /UCE shall have their access or account(s) immediately terminated.

Policy Agreements

1. Definitions.

For consideration, Company defines the following terms:

a) Definition of Spam/Unsolicited Commercial Email (UCE).

Spam is unsolicited email sent to recipients who have neither requested such information or with whom no pre-existing business relationship exists. For the purpose of this policy, the terms Unsolicited Commercial Email (UCE) and Unsolicited Bulk Email (UBE shall be interchangeable).

b) Definition of Commercial Email.

Commercial Email (Legitimate Commercial Email) is email sent to recipients who have requested such information (Consent or Opt-in) or with whom a pre-existing business relationship exists.

c) Definition of Intentional Spam/UCE.

Intentional Spam/UCE is electronic email sent from a computer in which the computer owner willfully and knowingly engages in the direct sending of Spam/UCE from one or more accounts or computers. Intentional Spam/UCE carries an immediate suspension of all access

and privileges provided by Company and may result in criminal or civil prosecution under the law.

d) Definition of Unintentional Spam /UCE.

Unintentional Spam/UCE is electronic email sent from a computer in which the computer owner neither intends nor willingly knows that they are sending out Spam/UCE. In most cases, this is due to the computer being infected with a virus or the machine becoming a “zombie” and sending out email on behalf of a spammer and no longer under the computer owner’s direct control. Unintentional Spam/UCE may carry an immediate suspension of all access and privileges provided by Company in order to safeguard systems and services; however, it will not result in criminal or civil prosecution by Company. Instead, Company will try to work with computer owner to bring about a resolution to the sending of Unintentional Spam/UCE by the computer owner.

e) Definition of Pre-existing Business Relationship.

A pre-existing business relationship is one where the recipient has made either a purchase or a request for information; responded to a direct mail piece, contest entry, survey, or questionnaire; or had some sort of offline contact with your business or staff.

f) Definition of Consent.

Consent (“Informed Consent”) is defined as verifiable notification by your recipient that the collection and use of their email address is agreeable and the recipient has consented prior to such collection and use.

2. Federal Anti-Spam law (CAN-SPAM Law).

Company adheres to the laws and provisions of the CAN-SPAM Act of 2003, which states:

All commercial emails must now contain:

- ◆ proper header, routing, and subject line information;

- ◆ the physical address of the company doing the mailing;
- ◆ a proper label for adult content*; and
- ◆ an opt-out mechanism.

The content is exempt if it consists of:

- ◆ religious messages;
- ◆ content that broadly complies with the marketing mechanisms specified in the law; or
- ◆ national security messages.

If a recipient chooses to opt out, the sender has ten days to cease sending commercial email to the recipient, or risk further emails to the recipient being labeled as Spam/UCE under the law. The sender is not required to remove the address from the sender's list or database under this law, but just has to cease and desist sending any and all commercial email to the recipient. The CAN-SPAM Act also restricts the sale or other transfer of an email address after a recipient has made an opt-out request. The requirement under this law is that the sender "must be able to process opt-out requests for at least 30 days.

Further, under the CAN-SPAM Act of 2003, use of any automated means to register for multiple email accounts from which to send Spam/UCE further compounds and constitutes additional violations.

A full copy of the CAN-SPAM Act is available on the FTC web site at:

http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=108_cong_public_laws&docid=f:publ187.108.pdf

The new federal anti-Spam law went into effect on January 1st, 2004 and preempts all state laws. The penalties can include fines and/or imprisonment for up to five (5) years.

3. Excessive Use of Services.

Company may impose an additional charge or restriction of services at any time that Customer's use of any Email, Hosting, or ISP Services imposes a considerable effect on Company resources or system performance. Company shall have sole discretion as to what constitutes excessive use and what activity is considered a violation of either the Company Acceptable Use Policy, or level of service that the Customer is currently using. Company is responsible for monitoring such excessive use for the account as a whole, and has no responsibility for identifying a customer's individual end-user, employee, or other agent who may or may not be responsible for the excessive use of services. This includes the sending or receiving of Unintentional Spam as defined in Section 1 of this policy.

4. Additional Policies Regarding Email.

The following email practices or activities are also prohibited by Company and may result in termination and/or criminal or civil prosecution.

Activities include:

- a) Harassment via Email

This is defined as sending email with content that is generally

DEMO CONTRACT

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<https://www.proposalkit.com/html/legal-contract-templates/policy-templates/spam-and-unsolicited-email-policy.htm>

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