

## **Jubilant Marketing Solutions Terms & Conditions**

### **Terms & Conditions**

#### **GENERAL TERMS AND CONDITIONS FOR USE OF Jubilant Marketing Solutions MATERIALS**

In this agreement (the "Agreement"), the words "you" and "your" refer to the party utilizing the Jubilant Marketing Solutions Materials and the term "Jubilant Marketing Solutions Materials" refers to any Materials or services (including, but not limited to data, research and reference materials) provided by Jubilant Marketing Solutions and/or its affiliated companies.

All of our Email Lists and Mailing Lists are considered Opt-In. They were collected from opt-in web forms, phone calls, trade shows, public surveys where the recipient gave their email address and contact information. Sending to our lists is completely legal as long as the CAN SPAM act is followed.

**YOUR RESPONSIBILITIES:** Except to the extent specifically authorized in writing by Jubilant Marketing Solutions, you will not use any Jubilant Marketing Solutions Materials for consumer credit purposes, consumer insurance underwriting, employment purposes, tenant screening purposes, or for any other purpose(s) covered by the federal Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) or any similar statute or regulation; b) you shall not name Jubilant Marketing Solutions or its affiliated companies or refer to the use of Jubilant Marketing Solutions Materials in any advertisements, promotional or marketing material; and c) you shall indemnify and hold harmless Jubilant Marketing Solutions, its affiliated companies and their respective officers, employees and agents ("Indemnified Parties") against any loss, liability, damage, cost or expense (including, but not limited to, reasonable attorneys' fees and legal costs) suffered or incurred by any Indemnified Party, arising out of or in any way related to your use of the Jubilant Marketing Solutions Materials or the breach of this Agreement.

**COMPLIANCE MONITORING AND ENFORCEMENT:** It is an express condition of this Agreement that in using the Jubilant Marketing Solutions Materials: a) you and any authorized users shall fully comply with the terms of this Agreement and all applicable federal, state, foreign and local statutes and regulations, including, but not limited to, laws and regulations regarding telemarketing, email, fax marketing, customer solicitation and privacy; and b) you and any authorized users shall comply with all applicable Direct Marketing Association ("DMA") guidelines, if you or your authorized users are DMA members. If you or your authorized users are not DMA members, you and your authorized users are encouraged to comply with all applicable DMA guidelines; and c) that you and any authorized users shall comply with the Radio-Television & Telecommunications Commission's regulations regarding the use of Automatic Dialing-Announcing Devices and Conditions for Unsolicited Live Voice and Facsimile Calls for the Purpose of Solicitation as amended from time to time. Jubilant Marketing Solutions is not responsible for your compliance with the Do Not Call laws or FCC regulations. As much as we make every effort to ensure our leads are within the Do Not Call and FCC legal guidelines, the responsibility to remain compliant with the Do Not Call and FCC laws is yours. Do Not Call laws like many other laws will be updated periodically. You are responsible to ensure that your use of our leads and lists is legal and appropriate under any Federal, FCC or State Do Not Call laws that apply. You should contact your own legal counsel if you are at all unsure about the Do Not Call legislation and how it affects your use of our leads and lists. Jubilant Marketing Solutions further reserves the right to review materials to be used by you in promotions to ensure that your use of the Jubilant Marketing Solutions Materials is both appropriate and in accordance with the permitted uses of the Jubilant Marketing Solutions Materials; however, Jubilant Marketing Solutions' failure to review any such materials shall not constitute Jubilant Marketing Solutions' acceptance of the materials or in any other way waive any rights Jubilant Marketing Solutions may have or limit any obligations you may have with regard to the use of the Jubilant

Marketing Solutions Materials. Jubilant Marketing Solutions may also randomly monitor (through seeding and other means) your use of the Jubilant Marketing Solutions Materials to ensure that your use is in accordance with the permitted uses of the Jubilant Marketing Solutions Materials. It's not allowed to resell any of our products. You are prohibited from attempting to interfere with the proper functioning of this website. You are prohibited from forging any email addresses or contact information. You are responsible for all damages and costs resulting from these actions in any way and from any illegal actions involving the web site of jubilantsolutions.com. While jubilantsolutions.com employs the use different filters and techniques to ensure that spam traps and malicious user records are filtered out, we are not responsible for any damages incurred by the inclusion of spam traps, or any malicious user records, in any database sold, delivered to, or leased under this agreement. In some products at our website, you'll see "data accuracy guarantee ratios". According to this data guarantee policy, our promise is to provide the data records within the accuracy ratio level. If you find lower than this accuracy ratio, you have to send us the invalid records and we'll review and test these records on our side. After we review the records, we'll send you new records as compensation for free for the invalid records that we'll find. The new records may be for the same category or other category of data records. If purchaser refuses to receive compensation records, partial refunds can be provided for only invalid records that we'll find in our review. Purchaser will use the Services only in compliance with all applicable local, state, federal and international laws, rules, regulations and ordinances, including, but not limited to, laws and regulations promulgated by the Office of Foreign Assets Control, applicable trade sanctions and export restrictions, and all applicable laws and regulations regarding telemarketing, commercial e-mail (for example: CAN-SPAM), customer solicitation (including fax and/or direct mail solicitation), data protection and privacy.

**LIMITATION OF LIABILITY:** All Jubilant Marketing Solutions materials are provided on a strictly "as is" basis. You expressly agree that use of the services is at your own risk. You expressly agree that Jubilant Marketing Solutions shall not be liable for losses, damages, or injuries of any kind, including but not limited to general, direct, special, incidental, and/or consequential damages caused in whole or in part by the use of the Jubilant Marketing Solutions materials whether such damages are asserted in an action brought in contract, in tort or pursuant to some other theory and whether the possibility of such damages was made known or was foreseeable or should this limited warranty fail of its essential purpose. In no event shall Jubilant Marketing Solutions entire liability exceed the total amount you paid to Jubilant Marketing Solutions under this agreement.

**GENERAL:**

(a) The terms and conditions set forth in this Agreement, along with any additional terms which may be provided which relate to the specific Jubilant Marketing Solutions Materials provided constitute the entire agreement between you and Jubilant Marketing Solutions on the subject matter. Any additional or different terms or conditions in any other document, including without limitation any of your purchase orders, shall be of no effect.

(b) This policy may be amended from time to time at the discretion of Jubilant Marketing Solutions.

(c) Without limiting any other remedies it may have at law or in equity, Jubilant Marketing Solutions reserves the right to terminate this Agreement immediately without further notice if Jubilant Marketing Solutions has reason to believe Customer is not complying with this or any other express condition of use.

**ALL SALES ARE FINAL**

Since our lists are provided at time of purchase, all sales are final and there are no refunds.