

# **SPAM POLICY FOR TIER1CASH,** **NETWORK OF WEBSITES**

**Effective Date: December 8, 2008**

**Last Modified: December 8, 2008**

## **I. PREAMBLE**

**This SPAM Policy pertains to all Websites owned or operated by TIER1CASH. (hereinafter “COMPANY”). COMPANY subscribes to a strict “No Illegal SPAM” Policy as exhibited and explained by this Policy. COMPANY will not profit from, nor allow anyone else to profit from illegal SPAM. COMPANY will terminate any and all relationships with any entity producing illegal SPAM, and COMPANY will cooperate with law enforcement to see to it that illegal SPAMMers are prosecuted to the fullest extent of the law.**

### **A. Who Should Read and Follow This Policy:**

If You have any relationship, whatsoever, to COMPANY, You must, as a condition of a continued relationship with COMPANY read and familiarize yourself with this Policy and follow it in its entirety.

### **B. Parties Addressed in This Policy:**

The Parties addressed in this Policy are:

1. Tier1Cash, which may also be referred to as “Tier1Cash.com,” “COMPANY” OR [www.tier1cash.com](http://www.tier1cash.com), or “We,” “Us,” or “Our.”
2. All Affiliates of the Website, Tier1Cash.com (“SITE”), and any additional sites that COMPANY may publish or control.
3. Any other Affiliate(s), employees, contractors, servants, or agents (“Affiliate” or “You” or Your”), of COMPANY. The existence of one of the aforementioned relationships to Us neither creates nor implies the existence of another.

### **C. Revisions to This Policy:**

Any and all prior statements of policy relating to unsolicited email made by the SITE in writing or otherwise, are hereby rescinded and replaced by this Policy.

We reserve the right to revise, amend, or modify this Policy, and any and all of our other policies and agreements at any time and in any manner. You should periodically re-visit this Webpage and re-read this Policy to determine if any of the terms of this Policy have changed since Your last reading of it. You may check this Policy for any modifications by re-visiting this Webpage and using the

“Refresh” button on your browser. You should note the date of last revision to this Policy, which appears at the top of this Policy. If the “last modified” date remains unchanged after You have clicked the “Refresh” button on Your browser, You may presume that no changes have been made since the last reading of the Policy. A changed “last modified” dates indicates that this Policy has been updated or edited, and the updated or edited version completely and wholly supersedes any prior versions immediately upon posting, and any and all prior versions are null and void.

**D. Parties to Whom This Policy Strictly Applies:**

This SPAM POLICY strictly applies to any and all of Our Affiliates, employees, servants, or agents, all of whom agree to abide by this Policy as it has been incorporated as an integral and inseparable part of the Affiliate Agreement or other applicable agreement or contract for COMPANY establishing the legal relationship between You and Us.

If You in any way act for or in conjunction with COMPANY, as a condition of the establishment of the legal relationship giving You authority to act in such conjunction, You should have been required to be a signatory to an Agreement governing this legal relationship that incorporates the COMPANY’S current SPAM Policy as an inseparable part of that Agreement.

If You have not signed such an Agreement, You are hereby notified that any relationship that You may have with CORPORATION or any of its subsidiaries or other businesses is hereby terminated and any acts You may be performing or considering the performance of are hereby prohibited until You have entered into a valid agreement with COMPANY governing Your specific status as an agent or Affiliate of the COMPANY, and the establishment and finalization of that Agreement is acknowledged by Us.

Regardless of Your relationship to COMPANY, You are hereby notified that any conduct on behalf of, benefiting, initiated by, or in any way connected to COMPANY or any of its subsidiaries or other businesses is strictly controlled by this Policy. Any violation thereof is grounds for immediate termination of whatever relationship You may have with COMPANY and other punitive and corrective actions that will be described in detail below. You are further notified that any further actions taken by You on behalf of COMPANY shall constitute evidence of your assent to the terms of this SPAM Policy.

**II. PURPOSE OF THIS POLICY**

This SPAM Policy was adopted pursuant to, and is intended to establish our full compliance with, the “Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003,” or the “CAN-SPAM Act of 2003,” (hereinafter “the Act” or “the CAN-SPAM Act”), and/or any updates, regulations, or revisions to this legislation. This

Policy's intent is to recognize the limitations set forth in the Act as the minimum measures that must be taken to comply with the Act, and You are specifically placed on notice that there may be procedures and practices that are legal under the Act, which are nevertheless prohibited by this Policy. By prohibiting conduct that may be legally permissible, We are demonstrating Our firm commitment to the eradication of unwelcome SPAM and over-compliance with any governmental initiatives enacted in furtherance of this goal.

We respect the right of consumers to control the flow of unsolicited email into their computer inboxes. We therefore strictly enforce a **“No Illegal SPAM” Policy**. Any of Our Affiliates, promoters, employees, contractors, or agents caught violating this Policy will be immediately terminated and will, forfeit all unpaid commissions, and may be reported to law enforcement authorities. Our strong preference is to avoid any promotion that relies upon unsolicited email in any form. All promotions should instead utilize verifiable, opt-in recipients and address lists. However, all email promotions are required to comply with the specifics set forth herein.

### **III. TYPES OF COMMERCIAL MESSAGES COVERED BY THIS POLICY**

Any form of bulk electronic message transmission, whether through email or other technological means, is considered SPAM, and therefore covered by this Policy. This includes newsgroup postings, chat room messages, and other similar message delivery systems.

### **IV. UNSOLICITED EMAIL POLICY**

The following requirements apply to the transmission of unsolicited email promoting, mentioning, or relating to this Site:

#### **A. Sources of Names for Email Lists:**

1. If You generate your email lists in-house, Your lists must be created using a “double opt-in procedure.” This procedure requires the following steps:
  - a. Each email address on the list may be added only if the User submits a request to be added to Your list.
  - b. The User is then not immediately added to the list, but rather a confirmation email must be sent to the User.
  - c. If the User does not respond to the confirmation email, the address may not be added to Your list.
  - d. If the User does respond to the confirmation affirming that the User wishes for his or her email address to be added to Your list, then

(and only then) You may add this email address to Your in-house generated list.

- e. All Users must have specifically requested or consented to receiving sexually-explicit material.
- f. You must maintain records to verify that all list subscribers have been added pursuant to the above requirements.

2. If Your list is not generated in-house, You may only use third-party lists that are generated by following the same double opt-in procedure outlined above. All third-party list generation techniques must be fully verifiable. Third-party lists must have a verifiable opt-out (removal) procedure.

No third-party lists may be used unless all of the list provider's following information is provided to Us **at least seventy-two (72) hours before any proposed mass email drop:**

- a. List producer's name.
- b. List producer's address.
- c. List producer's phone.
- d. List producer's email address.
- e. All sources from which the list was compiled (websites, surveys, etc.).
- f. All subjects the list members consented to receive emails about.
- g. List producer's master email removal list.
- h. The size of the list.
- i. A list of those persons or entities specifically authorized to contact the addresses on the list.
- j. All list members' information or interest target categories (must include a specific request for adult/pornographic content).

3. **Harvested Email Addresses are Prohibited.**

- a. Any lists, whether generated in-house or by a third- party must be void of any "harvested" email addresses or "role" accounts. Harvested email addresses are gathered from public sources such as chat rooms, ICQ, classified ad boards, blogs, Internet postings,

dictionary attacks, random generation, or any other means other than specific opt-in procedures.

- b. Role accounts are email addresses such as [webmaster@domain.com](mailto:webmaster@domain.com), [support@domain.com](mailto:support@domain.com), [help@domain.com](mailto:help@domain.com). The foregoing list is non-exclusive.

- 4. **High Risk Top-Level Domain Blocking Requirement.** Your email lists must suppress any email address with a top-level domain of .mil, .gov, .edu.

**B. Mass Email Drop Specific Requirements:**

- 1. **Pre-Approval Required.** Any mass email campaign sent out on behalf of, mentioning, or in any way connected to Us must be PRE-APPROVED by Us. In order to ensure adequate approval time, You must submit the text of any proposed email at least seven (7) days prior to any anticipated mail drop by sending it to [affiliates@tier1cash.com](mailto:affiliates@tier1cash.com). Any unapproved emails, even if they fully comply with all other aspects of this Policy, will be grounds for immediate termination and forfeit of any fees or other funds owed. Prior to any email being sent, You must supply Us with:

- a. The text of the proposed email.
- b. The proposed subject line.
- c. The valid address from where the email will be sent.
- d. The valid reply-to address.
- e. The individual sender's name.
- f. The individual sender's valid physical or postal address.
- g. The individual sender's valid phone number.
- h. The proposed date of the drop.
- i. The entire list to which You propose to send the email for comparison with Our master opt-out list. We will supply You with a sanitized list for your mailing.
- j. If You do not receive explicit approval for the email drop, You must presume that permission to send it has been REJECTED.

- 2. **Specific Requirements of All Emails.**

- a. The header must contain no false or misleading transmission information, and must not contain any IP Address, domain name or email address that was obtained by means of false or fraudulent pretenses or representations.
- b. The header information must clearly state if another computer is used to relay or retransmit the message, thus disguising its origin.

- c. The message must not contain deceptive subject lines that mislead the recipient about any material fact regarding the contents or subject matter of the message.
- d. The message must include a return address or comparable fully functional mechanism to allow the recipient the opportunity to request not to receive future commercial electronic mail messages from the sender at the address where the electronic mail was received (hereinafter “opt out device”). All such email addresses shall be collected into a list maintained by you, hereinafter referred to as your “suppression list.”
- e. The return email address in the opt-out device must be capable of receiving such removal messages or communications for no less than thirty (30) days after the transmission of the original message. No additional commercial electronic mail messages may be sent to an individual who has indicated his or her desire not to receive such messages from the sender. This prohibition also applies to any person acting on behalf of the sender.
- f. All mass emails must contain a valid postal address for the sender of the email. The postal address must reflect YOUR postal address, not ours, and not that of any third-party.
- g. **Special Requirements for Sexually-Oriented Email.** The following special requirements apply to unsolicited electronic mail containing sexually-oriented material:
  - i. The subject line must contain the terms “SEXUALLY EXPLICIT” as required by Rules adopted by the Federal Trade Commission (“FTC”) in consultation with the Attorney General in April 2004.
  - ii. Such messages may only initially contain, absent any further actions by the recipient, the mandatory information for unsolicited emails listed in Section IV and instructions how to access, or a mechanism designed to access (such as a hyperlink) the sexually-oriented material. In other words, and for avoidance of doubt, no sexually-oriented images, drawings or other depictions are permitted to be contained within unsolicited adult-oriented SPAM. Any affiliate, agent, employee or promoter caught violating this provision will be immediately terminated from the SITE’s program, and all commissions then earned but unpaid shall be forfeited.

- iii. Such messages shall also contain such marks, notices or disclaimers required by the FTC, in consultation with the Attorney General, as identified in any rules or regulations promulgated and published in the Federal Register within the time frame contained in the Act, i.e. one-hundred twenty (120) days from January 1, 2004.
- iv. All mail must be copied to: [affiliates@tier1cash.com](mailto:affiliates@tier1cash.com).

**C. Additional Suppression or Opt-Out Requirements:**

- 1. You must have valid procedures to remove any email addresses as requested, by any User, or any person, at any time. You must maintain an active suppression list at all times, and all emails must be filtered through the suppression list.
- 2. Any email addresses transmitted to the opt-out device must be collected and added to Your suppression list AND must be transmitted to us on a weekly basis for addition to Our master suppression list.
- 3. If you maintain multiple email lists, anyone who has requested that they be added to Your suppression list, or who opts-out of any email list, shall be removed from any and all lists that You use or maintain.
- 4. You shall not sell, lease, exchange, or otherwise transfer or release the electronic mail address of the recipient who has indicated such desire to stop receiving such messages, other than messages transmitted for compliance with the Act or other provision of law. You shall not direct, allow, or through inaction permit any other party to violate this provision (or any other provision of this Policy).

**V. PRIOR AFFIRMATIVE CONSENT**

Please note that an Affiliate's obtaining of an 'opt-in' request from the recipients of bulk emails does not discharge compliance with this SPAM Policy's requirements. Although certain obligations may be discharged under CAN-SPAM in the event Affiliate receives prior affirmative consent from the recipient, after conspicuous notice, to receive bulk commercial email, it is Our Policy that Affiliates must still comply with the obligations for unsolicited commercial email under this Policy and CAN SPAM, unless each recipient gave specific permission to receive bulk commercial email from the COMPANY. If such prior affirmative consent was obtained, exceptions may be made on a case-by-case basis, in writing, by the COMPANY. No waiver from the requirements in this SPAM Policy shall result from any such exceptions.

**VI. INDEMNIFICATION**

All affiliates, agents, employees or other promoters using any form of electronic commercial mail promotion agree to indemnify and hold the SITE harmless from any and all claims, charges, counts, debts, suits or other allegations arising from violations of the Act, or other applicable laws regulating transmission of commercial email. The SITE shall provide immediate notice of any and all such claims, however the SITE shall select its own attorneys to defend such claims, at the sole and exclusive expense of the affiliate, agent, employee or promoter responsible for the alleged violation.

## **VII. AUDITS**

You agree to cooperate in periodic audits of any promotional activity taken on behalf of the COMPANY, upon reasonable notice. In the event We request it, You agree to make available to Us, any and all promotional materials and communications used to market our SITE, within the last two (2) years. You further agree to provide any information relating to such promotions, including but not limited to email addresses, lists, names, times & dates of transmission, IP addresses, servers, mail systems, software devices, compliance methods, and any other such information reasonable and necessary to conduct an audit of promotional activities. Failure to cooperate in such an audit shall constitute grounds for termination of our relationship, for cause.

## **VIII. INCORPORATION BY REFERENCE**

This SPAM Policy is hereby incorporated by reference into any Affiliate Agreement in place and utilized by the SITE. By continuing to avail oneself of the benefits and obligations of affiliate promotion, all Affiliates thereby acknowledge the applicability and enforceability of these provisions as part of the existing Affiliate Agreement. By continuing to perform under the Affiliate Agreement, after receipt of notice of this SPAM Policy, Affiliate thereby manifests his or her assent to these terms. All remaining terms contained in the Affiliate Agreement, not inconsistent herewith, shall remain in full force and effect.

## **IX. RESOURCES**

- A. To report any violation of this Policy, please contact Our customer service department.
- B. To Read the CAN-SPAM law, click here:  
<http://www.adultindustryupdate.com/archives/CAN-SPAM%20Act.pdf>
- C. Federal Trade Commission Website: [www.ftc.gov](http://www.ftc.gov)

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