

Terms of service

These Terms of Service (“Terms”) apply to your access to and use of the websites, applications and other online products and services, including email services, marketing services and various other message communication applications (collectively, our “Services”) provided by ANAW (“ANAW”, “we”, or “us”). With the acceptance of these Terms, or otherwise accessing or using the Services, you agree to these Terms, and to use our Services in accordance with our Acceptable Privacy Policy (cfr. below), which is incorporated by reference into these Terms. If you do not agree to these Terms, including the mandatory arbitration provision and class action waiver in Section 18, do not access or use our Services. In addition to these Terms, we may ask you to accept additional terms that apply to specific features, products or services. To the extent any additional terms conflict with these Terms, the additional terms govern with respect to your access to or use of the applicable feature, product or service. If you have any questions about these Terms or our Services, please contact us at [Hello@anewagencyworld.com](mailto>Hello@anewagencyworld.com)

1) Eligibility and Authority

You must be at 18 years of age or older to access or use our Services. If you are accessing or using our Services on behalf of another person or entity, you represent that you are authorized to accept these Terms on that person or entity’s behalf and that the person or entity agrees to be responsible to us if you or the other person or entity violates these Terms.

2) Accounts; Account Security; Electronic Communications

You will need to register for an account to access some or all of our Services. If you register for an account, you must provide accurate account information and promptly update this information if it changes. You also must maintain the security of your account, not share your account credentials, and promptly notify us if you discover or suspect that someone has accessed your account without your permission. By creating a ANAW account, you consent to receive electronic communications from ANAW (e.g., via email or by posting notices on our Services). These communications may include notices about your account (e.g., payment authorizations, password changes and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing.

3) Privacy

Please refer to our Privacy Policy for information about how we collect, use and disclose information about you.

4) Our Services; License.

Our Services may allow you and other users to create, post, store and share marketing or other communications content, including email, text or SMS messages, photos, videos, software and other materials (collectively, "Marketing Content"). Except for the license you grant below, you retain all rights in and to your Marketing Content, as between you and ANAW. You grant ANAW a nonexclusive, royalty-free, worldwide, fully-paid, and sub-licensable license to use, reproduce, adapt, publish, translate, distribute, and display your Message Content to the recipients or audience designated by you or otherwise in accordance with the settings you specify in the Services. You may not create, post, store or share any Message Content that violates these Terms, including our Acceptable Use Policy or for which you do not have all the rights necessary to grant us the license described above. When using the Services, you may import data regarding your clients ("Client Data"). We use Client Data only to provide Services to you and at your direction, and do not disclose Client Data to third parties, except as follows:

- We may share Client Data with our third party service providers to provide our Services or administer the site.
- If any portion of ANAW is sold, Client Data may be part of the business assets we transfer. Client Data also may be disclosed if ANAW is considering or completes the financing, securitization, insuring, sale, assignment or other transfer of all or part of the company.
- We may disclose Client Data as we reasonably believe is necessary to comply with any judicial or governmental subpoenas, warrants or orders.
- We reserve the right to use, disclose and share your information and Client Data to investigate, prevent or take action with respect to any potential or actual fraud, illegal activities, circumstances which threaten the physical safety of any person, violations of these Terms of Service or as otherwise required by law.

5) Prohibited Conduct

Prohibited Activities on the Services.

You will not violate any applicable law, contract, intellectual property or other third-party right or commit a tort, and you are solely responsible for your conduct while accessing or using our Services. When you access or use our Services, you will not:

- Engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- Impersonate any person or entity, including without limitation, any ANAW official, employee, or falsely state or otherwise misrepresent your affiliation with such a person or entity;
- Use or attempt to use another user's account without authorization from that user and ANAW;
- Access the Services by any means other than through the standard industry-accepted or ANAW application program interfaces;
- Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services or that could damage, disable, overburden or impair the functioning of our Services in any manner;
- Delete or revise any material, including Marketing Content, posted by another person or entity;
- Delete or modify any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature;

- Register, subscribe, attempt to register or subscribe, unsubscribe or attempt to unsubscribe, any party for any ANAW product or Service if you are not expressly authorized by such party to do so;
- Reverse engineer any aspect of our Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Services;
- Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of our Services that you are not authorized to access;
- Develop or use any third-party applications that interact with our Services without our prior written consent, including any scripts designed to scrape or extract data from our Services;
- Bypass or ignore instructions contained in our robots.txt file that controls automated access to portions of our Services;
- Export or attempt to export certain data points, including but not limited to EGEO and ERJA data, that cannot be exported from the Services; or
- Use our Services for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

Compliance with Laws

You represent and warrant that your access to and use of the Services will comply with all applicable laws, rules and regulations, including but not limited to those that relate to privacy and data protection and to the sending of electronic communications. You further represent and warrant that you have all necessary permissions to allow ANAW to process and send Marketing Content and communications to customers, users or followers who consent to receiving marketing messages from you (“Subscribers”) on your behalf. You (and not ANAW) are responsible for ensuring that you meet all notice and consent obligations for sending communications to individuals in the jurisdictions where they reside. For more information and best practices tips, please see our Consent policy (cfr. below). You are solely responsible for determining whether our Services are suitable for use in light of any laws and regulations that govern your entity, industry, or relationship with your own Subscribers, including but not limited to consumer protection, privacy, advertising, intellectual property or other laws. You may not use our Services for any unlawful or discriminatory activities, including acts prohibited by the Federal Trade Commission Act, Fair Credit Reporting Act, Equal Credit Opportunity Act, or other laws that apply to commerce.

Reporting Abuse

If you think anyone using the Services is violating any of these Terms, please notify us immediately by emailing info@ANAW.com

6) Terms of Sale

Subscriptions

When you sign up for our Services, you agree to a monthly or yearly subscription contract with ANAW. When you register for a subscription, you expressly acknowledge and agree that ANAW is authorized to bill you on a monthly or yearly basis for your subscription (in addition to any applicable taxes and other charges) for as long as your subscription continues. Your subscription is continuous until you cancel it or we suspend or stop providing access to the services in accordance with these terms.

Cancellation

You may cancel your subscription at any time by contacting us at info@ANAW.com. Such cancellation notice must be sent by the designated account owner or an authorized signatory. Inactivity does not constitute automatic cancellation, so unless you cancel your account in accordance with this section, you will continue to be charged for subscription to the Services. All cancellation requests will take effect at the end of then-current subscription period in which the cancellation request is made, and you will be responsible for all fees and any applicable taxes and other charges rendered up through the cancellation date. In the event you cancel your subscription, please note that we may still send you promotional communications about ANAW, unless you opt-out of receiving those communications by following the unsubscribe instructions provided therein.

Payment and Billing Information

By providing a payment method that we accept, you represent and warrant that you are authorized to use the designated payment method. In addition, you authorize (or our third party payment processor) to charge your payment method for the total amount of your subscription fees (and applicable taxes and other charges). If the payment method cannot be verified, is invalid or is otherwise not acceptable, your account may be suspended until your payment is processed. You must resolve any problem we encounter in order to proceed. You acknowledge that the amount billed may vary due to promotional offers, changes to your subscription or changes in applicable taxes or other charges, and you authorize us (or our third party payment processor) to charge your payment method for the corresponding amount.

7) Limited License; Copyright and Trademark

Our Services and the text, graphics, images, photographs, videos, illustrations, trademarks, trade names, service marks, logos, slogans and other content contained therein (collectively, the "ANAW Content") are owned by or licensed to ANAW and are protected under both Belgian and foreign laws. Except as explicitly stated in these Terms, ANAW reserves all rights in and to our Services and the ANAW Content. You are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use our Services and ANAW Content for (i) your own personal use or (ii) if you are a business or organization, to communicate about your business or organization with your Subscribers. However, such license is subject to these Terms and does not include any right to (a) sell, resell or commercially use our Services or ANAW Content; (b) copy, reproduce, distribute, publicly perform or publicly display ANAW Content, except as expressly permitted by us or our licensors; (c) modify the ANAW Content, remove any proprietary rights notices or markings, or otherwise make any derivative uses of our Services or ANAW Content; (d) use any data mining, robots or similar data gathering or extraction methods; and (e) use our Services or ANAW Content other than for their intended purposes. Any use of our Services or ANAW Content other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein.

8) Third Party Content

We may display content, advertisements and promotions from third parties through the Services ("Third Party Content"). We do not control, endorse or adopt any Third Party Content, and we make no representations or warranties of any kind regarding such Third Party Content, including, without limitation, regarding its accuracy or completeness. You

acknowledge and agree that your interactions with third parties providing Third Party Content are solely between you and such third parties.

9) Feedback

Any questions, comments, suggestions, ideas, original or creative materials or other information you submit about ANAW or our products or Services (collectively, "Feedback"), is non-confidential and will become the sole property of ANAW. We will own exclusive rights, including, without limitation, all intellectual property rights, in and to Feedback and will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

10) Copyright Complaints

We have a policy of limiting access to our Services and terminating the accounts of users who infringe the intellectual property rights of others. If you believe that anything on our Services infringes any copyright that you own or control, you may notify ANAW at Hello@anewagencyworld.com. Please make sure that the complaint meets the requirements of a proper notification. Also, please note that if you knowingly misrepresent that any activity or material on our Services is infringing, you may be liable to ANAW for certain costs and damages.

11) Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless ANAW, our parent, subsidiaries and affiliates, and each of our respective officers, directors, agents, partners and employees (individually and collectively, the "ANAW Parties") from and against any loss, liability, claim, demand, damages, expenses or costs ("Claims") arising out of or related to (a) your access to or use of our Services; (b) your Marketing Content or Feedback; (c) your violation of these Terms; (d) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); or (e) your conduct in connection with our Services. You agree to promptly notify ANAW Parties of any third party Claims, cooperate with ANAW Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees). You also agree that ANAW Parties will have control of the defense or settlement of any third party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and ANAW or the other ANAW Parties.

12) Disclaimers

We do not control, endorse or take responsibility for any Marketing Content or third-party content available on or linked to by our Services. Your use of our Services is at your sole risk. Our Services are provided "as is" and "as available" without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, ANAW does not represent or warrant that our Services are accurate, complete, reliable, current or error-free. While ANAW attempts to make your access to and use of our Services safe, we cannot and do not represent or warrant that our Services or servers are free of viruses or other harmful components. You assume the entire risk as to the quality and performance of the Services.

13) Limitation of Liability

ANAW and the other ANAW Parties will not be liable to you under any theory of liability—whether based in contract, tort, negligence, warranty, strict liability or otherwise—for any indirect, consequential, exemplary, incidental, punitive or special damages or lost profits, even if ANAW or the other ANAW Parties have been advised of the possibility of such damages. The total liability of ANAW and the other ANAW Parties, for any claim arising out of or relating to these Terms or our Services, regardless of the form of the action, is limited to the amount paid, if any, by you to access or use our Services. The limitations set forth in this section will not limit or exclude liability for the gross negligence, fraud or intentional misconduct of ANAW or the other ANAW Parties or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

14) Release

To the fullest extent permitted by applicable law, you release ANAW and the other ANAW Parties from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. You expressly waive any rights you may have under statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

15) Transfer and Processing Data;

By accessing or using our Services, you consent to the processing, transfer and storage of information about you in and to the United States and other countries, where you may not have the same rights and protections as you do under local law.

16) Export Compliance

All or part of our Services may be subject to U.S. export control and economic sanctions laws ("Export Controls"). You agree to abide by all Export Controls as they relate to your access and use of our Services. You may not access or use our Services if you are located in a jurisdiction where the provision of our Services is prohibited by law (a "Prohibited Jurisdiction"), and you may not provide access to our Services to any government, entity or individual located in any Prohibited Jurisdiction. You represent and warrant that: (a) you are not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) you are not a national of, or a company registered in, any Prohibited Jurisdiction; and (c) you will comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which you are located.

17) Commercial Items

If acquired by any agency of the U.S. Government, such agency acknowledges that (a) the App and Services constitute "commercial computer software" or "commercial computer software documentation" for purposes of 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable; and (b) such agency's rights are limited to those specifically granted under these Terms.

18) Governing Law and Venue

These Terms and your access to and use of our Services will be governed by and construed and enforced in accordance with the laws set forth by the Belgian Civil Court, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court will be resolved in the Brussels Civil Court.

19) Changes to these Terms

We may make changes to these Terms from time to time. If we make changes, we will post the amended Terms to our Services and update the "Last Updated" date above. We may also attempt to notify you by sending an email notification to the address associated with your account or providing notice through our Services. Unless we say otherwise in our notice, the amended Terms will be effective immediately and your continued access to and use of our Services after we provide notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop accessing and using our Services.

20) Termination

We reserve the right, without notice and in our sole discretion, to terminate your right to access or use our Services. We are not responsible for any loss or harm related to your inability to access or use our Services.

21) Severability

If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

22) Miscellaneous

These Terms constitute the entire agreement between you and ANAW relating to your access to and use of our Services. The failure of ANAW to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity. This Agreement may not be assigned or transferred by you except with our prior written consent.

Privacy policy

A New Agency World (ANAW) is a marketing agency; that leverages data to deliver targeted and innovative marketing, to allow clients to reach their customers, to understand how their customers interact with those communications and other content, and to customize marketing based on their customers' interests. This Privacy Policy explains how ANAW collects, uses, and discloses information from its clients and business contacts when they use our website and other online products and services (collectively, the "Services") or when they otherwise interact with us. This policy does not apply to the information that our clients import into our Services, such as the email addresses of their customers. For information about our practices with respect to handling our information imported into the Services by our clients, please consult our Terms of Service.

We may change this Privacy Policy from time to time. If we make changes, we will notify you by revising the date at the top of the policy and, in some cases, we may provide you with additional notice (such as adding a statement to our homepage or sending you an email notification). We encourage you to review the Privacy Policy whenever you access the Services or otherwise interact with us to stay informed about our information practices and the ways you can help protect your privacy.

Collection of Information

We collect information you provide directly to us. For example, we collect information when you create an account, participate in any interactive features of the Services, fill out a form, interact with message board, apply for a job, request customer support, or otherwise communicate with us. The types of information we may collect include your name, email address, postal address, phone number, and any other information you choose to provide. We or a designated third party may collect payment information when you subscribe to our paid Services or purchase additional services.

Information We Collect

Automatically When You Use the Services When you access or use our Services, we automatically collect information about you, including:

- **Log Information:** We log information about your use of the Services, including the type of browser you use, access times, pages viewed, your IP address, your general location, and the page you visited before navigating to our Services.
- **Device Information:** We collect information about the computer or mobile device you use to access our Services, including the hardware model, operating system and version, unique device identifiers and mobile network information.
- **Information Collected by Cookies and Other Tracking Technologies:** We and our service providers use various technologies to collect information, including cookies and web beacons. Cookies are small data files stored on your hard drive or in device memory that help us improve our Services and your experience, see which areas and features of our Services are popular, and count visits. Web beacons are electronic images that may be used in our Services or emails and help deliver cookies, count visits and understand usage and campaign effectiveness.

Collecting Personal Data

The following sets out the high-level principles that underlie ANAW's practices for collecting, using, disclosing, storing, securing, accessing, transferring, tracking and monitoring or otherwise processing Personal Data.

- **Fairness**
ANAW shall process Personal Data lawfully, fairly, and in a transparent manner.
- **Purpose Limitation**
ANAW shall only collect Personal Data for a specific, explicit, and legitimate purpose(s). Any subsequent processing should be compatible with such purpose(s), unless ANAW has obtained the individual's consent or the processing is otherwise permitted by law.
- **Proportionality**
ANAW shall only process Personal Data that is adequate, relevant, and not excessive for the purpose(s) for which it is processed.
- **Data Integrity**
ANAW shall keep Personal Data accurate, complete, and up-to-date as is reasonably necessary for the purpose(s) for which it is processed.
- **Data Retention**
ANAW shall keep Personal Data in a form that is personally identifiable for no longer than necessary to accomplish the purpose(s), or other permitted purpose(s), for which the Personal Data was obtained.
- **Data Security**
ANAW shall implement appropriate and reasonable technical and organizational measures to safeguard Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, use, or access. ANAW shall instruct and contractually require third parties processing Personal Data on behalf of ANAW, if any, to: (a) process it only for purposes consistent with ANAW's purpose(s) for processing; and (b) implement appropriate technical and organizational measures to safeguard the Personal Data.
- **Individual Rights**
ANAW shall process Personal Data in a manner that respects individuals' rights under applicable data protection laws.
- **Accountability**
ANAW shall implement appropriate policies, processes, controls, and other measures necessary to enable it to demonstrate that its processing of Personal Data is in accordance with this Global Personal Data Protection & Privacy Policy and applicable data protection laws
- **Tracking and Monitoring**
ANAW uses tracking and monitoring to provide an optimal user experience and is adequate, relevant, and not excessive for the purpose(s) for which it is processed. The tracking and monitoring is done by Google Analytics and ActiveCampaign.

Integrations with Other Services

You may have the option of integrating our Services with other services, technologies or platforms on your desktop, permitted websites and/or your mobile phone. For example, we may offer you widgets that have countdowns to various launches. These integrations may require you to input personal information or access or use personal information. These integrations may (i) check for updates automatically and transmit your information to their server and/or engine; (ii) send information entered into or accessed by the technology to its

server and/or engine; and (iii) be visible to the public if embedded on publicly available webpages (such as social networking webpages), depending on the policies of that website.

Connecting Your Email Account

Should you choose to connect your email account you will be using a set of features built using Context.IO technology. By signing up or using this application, you understand and agree that DokDok, Inc., its parent company, Return Path, Inc. and their affiliates (collectively "Context.IO Providers"), who provide Context.IO, will have access to your information and will be permitted to use that information in accordance with Return Path's Privacy Policy. If you wish to opt out of sharing your information with Context.IO Providers, you may do so at <https://optout.context.io/>.

Information We Collect From Other Sources

We may also obtain information from other sources and combine that with information we collect through our Services. For example, we may collect information about you from third parties, including but not limited to social media sites, identity verification services, credit bureaus, mailing list providers and publicly available sources.

Use of Information

We may use information about you for various purposes, including to:

- Provide, maintain, customize, and improve our Services;
- Provide and deliver the products and services you request, process transactions and send you related information, including confirmations and invoices,
- Send you technical notices, updates, security alerts and support and administrative messages;
- Respond to your comments, questions and requests and provide customer service;
- Communicate with you about products, services, offers, promotions, rewards, and events offered by ANAW and others, and provide news and information we think will be of interest to you;
- Monitor and analyze trends, usage and activities in connection with our Services; and
- Carry out any other purpose for which the information was collected.

The information ANAW collects is governed by EU and U.S. law. By being a ANAW customer and otherwise providing information to us, you consent to the processing and transfer of information in and to the EU and other countries.

Sharing of Information

- We may share information about you as follows or as otherwise described in this Privacy Policy:
- With vendors, consultants and other service providers who need access to such information to carry out work on our behalf; such as, Salesforce, Microsoft, Google Analytics, other Google Apps, Shopify, WooCommerce, Skype, Wordpress, Zapier, Activecampaign, Paypal, Facebook, Twitter, Instagram, LinkedIn.
- In response to a request for information if we believe disclosure is in accordance with any applicable law, regulation, or legal process, or as otherwise required by any applicable law, rule or regulation.

- If we believe your actions are inconsistent with the spirit or language of our user agreements or policies, or to protect the rights, property and safety of ANAW or others;
- In connection with, or during negotiations of, any merger, sale of company assets, financing or acquisition of all or a portion of our business by another company; and
- With your consent or at your direction.

We may also share aggregated or de-identified information, which cannot reasonably be used to identify you.

Advertising and Analytics Services Provided by Others

We may allow others to serve advertisements on our behalf across the Internet and to provide analytics services. These entities may use cookies, web beacons and other technologies to collect information about your use of the Services and other websites, including your IP address, web browser, pages viewed, time spent on pages, links clicked and conversion information. This information may be used by ANAW and others to, among other things, analyze and track data, determine the popularity of certain content, deliver advertising and content targeted to your interests on our Services and other websites and better understand your online activity. For more information about interest-based ads, or to opt out of having your web browsing information used for behavioral advertising purposes.

Access

You can view and update the personal information associated with your profile/account at any time by contacting us. If you need assistance accessing or modifying your personal information or wish to delete your personal information, please email us at Hello@anewagencyworld.com

Security

ANAW takes reasonable measures to help protect information about you from loss, theft, misuse and unauthorized access, disclosure, alteration and destruction. If any breaches are detected, you will be contacted as soon as possible.

EU-US Privacy Shield / General Data Protection Regulation (GDPR)

In connection with ANAW' processing of personal data it receives from the US ("US Data"), ANAW adheres to the EU-U.S. Privacy Shield Framework Principles issued by the European Commission (the "Principles") and fully succeeds the General Data Protection Regulation (GDPR) regulations implied by the European Commission.

ANAW is subject to the investigatory and enforcement powers of the Belgian Trade Commission. If ANAW shares EU/US data with a third-party service provider that processes the data solely on ANAW' behalf, then Company will be liable for that third party's processing of EU/US Data in violation of the Principles, unless proven that it is not responsible for the event giving rise to the damage.

Acceptable Use Policy

All ANAW customers must follow this Acceptable Use Policy (“Policy”) when they access or use our websites, applications, and other online products and services, including email services, marketing services, review and message boards and various other message communication applications (collectively, our “Services”). By accessing or using the Services, you agree to this Policy. If you do not agree, you may not access or use the Services. We reserve the right to suspend or terminate accounts if customers violate this Policy.

We reserve the right to change or modify this Policy at any time and in our sole discretion. If we make changes, we will provide notice of such changes, such as by sending an email notification, providing notice through the Services or updating the “Last Updated” date at the beginning of this document. By continuing to access and use the Services after our notice, you confirm your acceptance of the revised Policy. If you do not agree, you may not access or use the Services.

General Rules

Accounts are meant to be used for a single set of message subscribers. You are not allowed to continually delete and re-import new contacts into an account. For example, you cannot sign up for a 25,000 subscriber/contact plan and try to send messages to 100,000 contacts by deleting and importing new contacts.

Full message source size may not exceed 2MBs after the message has been fully constructed. Attachments are limited to one attachment at or below 50kb in size and we reserve the right to limit the file types.

You must be able to verify each contact to whom you intend to send marketing messages. You must ensure that all message recipients have fully opted-in to receive marketing messages from you. Please note that simply getting someone’s business card is not an acceptable opt-in and you cannot send messages to email addresses or phone numbers you obtained from business cards. (See Consent Policy for more information.) You must also verify that all email addresses are valid.

Prohibited Content

You agree that you will not use ANAW Services to send anything offensive, to promote anything illegal, or to harass anyone. Without limiting the foregoing, you may not send any messages or content that:

- Contains any unsolicited promotions, political campaigning, advertising or solicitations, e.g., “junk mail,” “spam,” “chain letters,” “pyramid schemes,” etc.;
- Is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or fraudulent;
- Would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law;

- May infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- Impersonates, or misrepresents your affiliation with, any person or entity;
- Contains any private or personal information of a third party without such third party's consent;
- Contains any viruses, corrupted data or other harmful, disruptive or destructive files or content; or
- Violates any laws, rules or regulations in the jurisdiction where the recipient resides;
- Is, in our sole judgment, objectionable or that restricts or inhibits any other person from using or enjoying his or her device or email or other communications service, or that may expose ANAW or others to any harm or liability of any type.

Content and Industries Subject to Additional Scrutiny

We continually monitor your activities on our Services and Marketing Content that you transmit through our Services. We may delete or remove messages and content at any time and for any reason. We also monitor message recipients' actions to check for above average bounce, abuse and/or unsubscribe rates. If any rate becomes abnormal, your account may be subject to manual review by ANAW. In addition, in the event of recipients' complaints regarding spam or unsolicited messages, ANAW may immediately suspend or terminate your account and you will not be eligible for a refund of any kind.

We do not allow you to use our Services to:

- Send Marketing Content to recipients on paid or rented lists (of any form);
- Send Marketing Content to List brokers (of any form) for distribution by them;
- Send messages regarding:
 - illegal substances, illegal goods of any form;
 - pills, online drug purchases;
 - dietary supplements;
 - male enhancement products;
 - escort and dating services;
 - affiliate marketing;
 - eLoans, loan offers, pay day advances;
 - day trading tips, forex, etc.;
 - gambling services or products;
 - get rich quick schemes;
 - work at home and lead generation opportunities;
 - multi-level-marketing or pyramid schemes; or
 - other products or content that is, in our sole judgement, objectionable or likely to upset recipients.

Prohibited Actions

You agree that you will not use the Services to violate any law, rule, regulation or third party right. In addition, you agree not to:

- Log in or attempt to log into your account on more than one device at the same time without the express written permission of ANAW.
- Use any misleading or incorrect names, addresses, email addresses, subject lines, or other information in any message created or sent using our Services.
- Share your account credentials with anyone.

Consent policy

It is important that you obtain consent from your customers and prospective customers prior to sending text and email marketing messages using the ANAW service. Obtaining consent is not only common courtesy, but it is required by anti-spam and other privacy and consumer protection laws. It is your responsibility to ensure that all necessary consents have been obtained and recorded in compliance with applicable law. This note is provided as a courtesy and is not intended as legal advice. You should consult with your own legal counsel to ensure you are in compliance with applicable laws.

1) Email

Commercial email messages must include a clear and conspicuous instruction that explains how the recipient can opt out of receiving future emails from the sender, such as a return email address or another easy Internet-based way to allow people to communicate their choice. Senders may create a menu to allow a recipient to opt out of certain types of messages, but one of the options must be to opt out of all commercial messages from the sender. This means that a person must affirmatively state a desire to receive emails from you; pre-checked boxes will not suffice. And you must maintain records of all consents you obtain. In addition to an opt-out requirement, there are various content requirements for commercial emails, such as accurately identifying the sender of the email, identifying the email as an advertisement, and including opt-out instructions. These content requirements are not limited to just bulk email, but apply to all commercial messages. To help ensure that you comply with the law and best practices of the jurisdictions where you send emails, you should also do the following:

- Do not use false or misleading header information. Make sure that your "From," "To," "Reply-To," and routing information – including the originating domain name and email address – is accurate and identifies your business as the originator of the message.
- Do not use deceptive subject lines. The subject line should accurately reflect the content of the message.
- Identify the message as an advertisement, in the subject or body of the message.
- Include your contact information, including a valid physical postal address. This can be your current street address, a post office box you've registered with the U.S. Postal Service, or a private mailbox you've registered with a commercial mail receiving agency established under Postal Service regulations.
- Check with your legal counsel to ensure that your messages comply with then-current legal requirements, as these may be updated from time to time.
- Clearly tell recipients how to opt out of receiving future email from you. Craft the notice in a way that's easy for an ordinary person to recognize, read and understand (e.g., using different type sizes, colors and location can improve clarity).
- Make sure that your spam filter does not block opt-out requests and do not charge a fee for opt-out requests or make the recipient take any step other than sending a reply email.
- Honor opt-out requests promptly (within 10 days maximum) and remove anyone who opts out from your database. You may create a menu to allow a recipient to opt out of certain types of messages, but you must also include an option to opt out of all commercial messages from you.

Anti-spam policy

1) Your subscribers

Permission is required

When having subscribers subscribe you must ensure that they know you will be sending them emails. You should also let them know how frequently they can expect to receive emails. By having this information up front and easy for your subscribers to understand you can ensure lower bounce, un subscription, and complaint rates.

Importing your existing subscribers

You are able to import your existing subscribers without requiring an additional opt-in process by our service. Any subscriber you import should have already opted in to receive your emails. Importing subscribers who have not directly requested emails from you in the past (using your own opt-in process) cannot be imported.

Paid lists, rented lists, borrowed lists, etc.

We do not allow any form of paid, rented, borrowed, etc. lists. If you did not directly get permission to send emails to a subscriber you cannot use our hosted email marketing service.

Using subscribers collected offline

You must have direct permission of every subscriber in your list to send them emails. This includes emails that you would obtain offline. If you ask people to subscribe offline (such as on a piece of paper) you must be able to provide documented proof of the subscribers giving you permission to email them. Please note that simply getting someone's business card is not an acceptable opt-in and you cannot import or send to emails that you have obtained from business cards.

2) Your email content you send

Types of content we do not allow

There are a number of different content types we do not allow with our hosted email marketing service. The list includes (but is not limited to):

- Pornography
- Sexually Explicit Emails
- Illegal Substances or Goods
- Gambling
- Dietary supplements
- Pills or Online Drug Purchases
- Affiliate Marketing
- Work At Home, Pyramids
- Day Trading Tips, Forex, etc.
- Get Rich Quick Schemes
- Internet Loans, Pay Day Advances
- Male enhancement products
- Escort and dating services

Any content that is in one of the above categories can not be sent using our service. There are absolutely no exceptions allowed. This is to allow us to focus on building our service and maintaining the highest level of deliverability possible.

Unsubscribe link

You must have an unsubscribe link with every email sent. This is to comply with our terms and email sending laws. We will automatically place an unsubscribe link in your emails to ensure you do not violate email sending laws.

Sender information (physical address)

You must have a full & legitimate physical address included with every email sent. The address should be the physical address of the individual or company sending the email. You can set the sender address per list by going to (Lists > Edit)

3) Your sending practices and results

High bounce rate

If you receive a high bounce rate for your campaign(s) that is a sign that you may not have direct permission to send to your subscribers or the process in which you requested/gathered subscribers does not fit our policies or industry standards. Accounts with abnormal bounce rates may be put under review. If you receive an above average bounce rate you would need to look into your process for subscriptions, ensuring your subscribers know what types of emails (and how often) they will receive when subscribing, etc.

High unsubscription rate

We continually analyze unsubscription rates from your campaigns. Accounts that have an abnormal amount of unsubscriptions may be put under review. If you receive an above average unsubscription rate you would need to look into your process for subscriptions, ensuring your subscribers know what types of emails (and how often) they will receive when subscribing, etc.

High complaint rate

We maintain relationships with all the major ISP's to ensure top deliverability. Part of keeping a relationship with ISP's allows us to analyze/obtain complaint data (in addition to complaints that are sent to us directly from subscribers) Using this data we can quickly find out if an account has an abnormal complaint rate. Accounts with above average complaint rates are put under review. By maintaining strict standards for complaints we can ensure that all of our legitimate and low complaint users have amazing deliverability.

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