

## Email Marketing / Newsletter Acceptable Use Policy

PDD TPSP / cs.com = Purple Dog Design or Third-Party Service Provider(s) (one or more additional companies) providing services to or on behalf of Purple Dog Design Ltd in order for us to fulfil services requested by our clients.

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PLEASE READ THIS ACCEPTABLE USE POLICY AGREEMENT CAREFULLY BEFORE USING ANY OF THE EMAIL NEWSLETTER SOFTWARE SERVICES MADE AVAILABLE BY PDD / TPSP / CS.COM, REFERRED THROUGHOUT THIS AGREEMENT AS "PDD TPSP CS.COM", "WE", "US", "OUR").

IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, DO NOT USE THE SERVICES.

This Acceptable Use Policy Agreement (the "Agreement", as modified from time to time in accordance with the terms of this Agreement), a legal agreement between You ("Client", "You", "Your") and PDD TPSP CS.com (collectively the "Parties"), defines the terms and conditions under which You are allowed to use the Services

This Agreement takes effect on the earliest of You either: 1) clicking a box to sign up for an account ("Sign Up") presented with a link to this Agreement; or 2) making payment for or using the Services, (the "Effective Date"). If You enter into this Agreement or acquire the Services on behalf of an entity, You represent and warrant that You have the authority to accept this Agreement on the entity's behalf.

In order to use the Services, You must:

1. be at least eighteen (18) years old;
2. complete the registration process;
3. agree to these Terms of Use; and
4. provide true, complete, and up to date contact information to PDD TPSP CS.com.

By using the Services, You represent and warrant that You meet all the requirements listed above. We may refuse to provide the Services, suspend or close Your account, and change eligibility requirements at any time in accordance with the terms of this Agreement.

### SECTION 1: DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following definitions will apply to capitalized words in this Agreement:

- A. "Add-On Features" has the meaning ascribed in Section 2.C.
- B. "Additional Terms" has the meaning ascribed in Section 2.C.
- C. "Affiliate" of a party means any entity that directly or indirectly controls, is controlled by, or is under common control of a party. "Control," for purposes of this definition, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of a party or the right to receive more than fifty percent (50%) of the profits or earning of the entity.
- D. "Agreement Term" means the period during which Client will have access to the Services.

- E. "Beta Features" has the meaning ascribed in Section 3.C.
- F. "EU Directive" means EU Data Protection Directive 95/46/EC.
- G. "Intellectual Property Rights" means any and all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction whether existing now or acquired hereafter including any application or right to apply for registration of any of these rights.
- H. "Law(s)" means any and all applicable laws, regulations, statutes, rules, orders and other requirements of any international, federal, state or local governmental authority, including where applicable, the EU Directive. Where relevant to the Client's or User's obligations, when assessing "applicability", Client and User shall take into account the Governing Law in Section 16 and the Laws relating to both the jurisdiction where User is using the Services and the jurisdiction where the Subscriber resides.
- I. "Malicious Code" means harmful or malicious code, files, scripts, agents, programs, or the like designed or intended to have, or capable of performing or facilitating, any of the following functions: disrupting, disabling, harming, corrupting, or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system, database, or network (or other device on which such code is stored or installed), including but not limited to viruses, worms, time bombs, and Trojan horses.
- J. "Order Term" means the period beginning on the Effective Date and continuing for one (1) month thereafter. Any renewals of the initial Order Term shall be considered the Order Term upon such renewal.
- K. "Payment Plan" means the payment structure offered by Resale Partner to Client, including the associated pricing schedule, features, and, to the extent applicable, any limits associated with Client's Subscription Tier.
- L. "Resale Partner" means the PDD TPSP CS.com resale partner who provided You with access to the Services.
- M. "Resale Agreement" means the contract between You and the Resale Partner that defines certain terms and conditions related to Your purchase and use of the Services.
- N. "Services" means the PDD TPSP CS.com Email Newsletter Software website ("Site"), Software, Statistical Data, products, services (including any applicable support services), applications, tools and other resources made available by PDD TPSP CS.com or accessible at PDD TPSP CS.com (or other website(s) owned by PDD TPSP CS.com) and all related product and service names, logos, design marks, slogans, and all other material comprising the Site, Services, and Software.
- O. "Site" means PDD TPSP CS.com.
- P. "Software" means any software, documentation, or data related to the Services.
- Q. "Statistical Data" has the meaning ascribed in Section 5.C.
- R. "Subprocessor" means a service provider that processes data on behalf of, and as dictated by, PDD TPSP CS.com.
- S. "Subscriber" means any individual: 1) whose email address is included in a Subscriber List, 2) whose information is stored on or collected via the Services, or 3) to whom Users send emails to or otherwise engage or communicate with via the Services.
- T. "Subscriber List" is a list of Subscribers uploaded to the Services or created on or via the Services.
- U. "Subscription Tier" has the meaning ascribed in Section 8.B.

V. "Third Party Applications" means any software, products, tools, or applications that are used in connection with the Services that are not owned by PDD TPSP CS.com.

W. "User" means any person accessing and/or using the Services through Client's account.

X. "User Content" means anything, excluding Statistical Data, Users or Subscribers post, upload, share, store or otherwise provide through or using the Services (including, without limitation, any and all emails, messages, materials, images, text, and other content).

## SECTION 2: AGREEMENT STRUCTURE

A. Other Documents. This Agreement and any applicable Additional Terms constitutes the entire agreement between Client and PDD TPSP CS.com regarding the Services and supersedes all prior and contemporaneous agreements, representations, and understandings, whether written or oral, concerning its subject matter. In the event of any conflict between the terms of this Agreement and any other documents, the conflict shall be resolved in the following order of precedence:

1. Additional Terms,
2. Agreement, and
3. Resale Agreement.

B. Agreement Modifications. This Agreement was last modified on the date listed at the end of this Agreement ("Last Modified Date"). PDD TPSP CS.com may make modifications to this Agreement by posting a revised Agreement on the Site. Client acknowledges and agrees that use of the Services by Client after the Last Modified Date constitutes Client's acceptance of the modified terms, that such modified terms shall become effective on the Last Modified Date, and that it is Client's responsibility to check this website regularly for modifications to this Agreement. No modification, addition, deletion or waiver of any rights under this Agreement will be binding on PDD TPSP CS.com unless signed by a duly authorized representative of PDD TPSP CS.com. To the extent the provisions of this Section 2.B are held unenforceable, they shall be modified or severed in accordance with Section 16.I.

C. Additional Terms. Additional terms may apply to add-on features, Beta Features, and/or any managed services (each an "Add-On Feature") offered by PDD TPSP CS.com. These additional terms, available at [PDD TPSP CS.com/policies/csaup/](https://pddtpspcs.com/policies/csaup/), will be considered incorporated into this Agreement when Client uses the Add-On Feature (the "Additional Terms"). Where there is a conflict between this Agreement and the Additional Terms, the Additional Terms will prevail to the extent of the conflict.

## SECTION 3: SERVICES, OBLIGATIONS, AND RESTRICTIONS ON USE

A. Modification of the Services. Subject to Section 13.C, PDD TPSP CS.com, in its sole discretion, reserves the right to modify the Services, or any features of the Services at any time and for any purpose, including but not limited to, improving performance or quality, correcting errors, or maintaining competitiveness.

B. Prerequisite to Use of Services. Client is responsible for obtaining all hardware, software and services, which are necessary to access the Services.

C. Beta Features. From time to time, PDD TPSP CS.com may make certain services and/or features available to Client for use which are still in their beta stage (“Beta Features”). Client acknowledges and agrees that Beta Features have not been fully tested and are provided on an ‘as is’ basis. Client further acknowledges and agrees that, to the fullest extent permitted by Law, PDD TPSP CS.com makes no representations, warranties or guarantees in relation to such Beta Features.

D. Client’s Obligations. Client agrees to:

- i. keep contact information for Users updated and promptly respond to queries from PDD TPSP CS.com and further agrees that Users are authorized to incur charges on behalf of Client;
- ii. be responsible for Users’ compliance with this Agreement;
- iii. be solely responsible for the accuracy, quality, integrity and legality of the User Content and of the means by which Client acquires User Content;
- iv. be responsible for the nature and content of all of the User Content (including all content, materials, and information that Users and/or Subscribers upload and/or transmit using or relating to the Services);
- v. use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify PDD TPSP CS.com promptly of any such unauthorized access or use;
- vi. be responsible for ensuring that User’s computer systems, technology or other similar items used in connection with the Services do not interfere with or disrupt the integrity or performance of the Services;
- vii. adopt and maintain a privacy policy that complies with all requirements imposed by Laws (particularly as it relates to notice, consent, and disclosure in connection with the collection, sharing, and use of any Subscriber information using the Services);
- viii. procure that each User complies with the terms of this Agreement as if they were a party to it, including but not limited to, the Anti-Spam Policy; and
- ix. use the Services only in accordance with this Agreement and Laws.

E. Restrictions on Use. Except where the following restrictions are prohibited by Law, Client shall not, and shall not permit any Users or third parties to, directly or indirectly: (1) violate the Anti-Spam Policy; (2) send or forward personal mail through the Services; (3) send mail created using the Services through another service; (4) send emails to individuals under the age of 13; (5) upload or provide any social security numbers, driver’s license or state identification number or other government related identifier, financial account numbers (i.e., credit card, checking account, savings account, etc.), medical, employment, criminal records, or insurance numbers, passport numbers, or other highly sensitive personally identifiable information (collectively, “Sensitive PII”) to the Services or use the Services to collect, transfer, or store any Sensitive PII; (6) host images or content on PDD TPSP CS.com servers or through PDD TPSP CS.com’s Services for any purpose other than for the sending of email campaigns; (7) send or transfer any message through the Services that is greater than 300 Kilobytes or use the Services in any other manner that puts an excessive burden on the bandwidth of the Services; (8) delete, bulk unsubscribe, or otherwise alter or modify Subscriber Lists in order to evade billing thresholds; (9) use the Transactional Email Feature to send bulk commercial emails; (10) copy, modify, distribute, translate, or create derivative works of the Services or any part of PDD TPSP CS.com’s Services; (11) except as specifically permitted by this Agreement, sell, resell, rent, or lease the Services or any part of PDD TPSP CS.com’s Services; (12) reverse engineer, reverse assemble, decompile, or attempt to discover or extract the source code, object code, underlying

structure, or algorithms, found at or through the Services or any software, documentation, or data related to the Services; (13) access the Services in order to build a competitive product or service, or copy any features, functions or graphics of the Services; (14) remove trademark, logo, copyright or other proprietary notices or labels from the Services or any Software; (15) use the Services to store or transmit material in violation of any third party rights, including intellectual property and privacy rights; (16) use the Services to store or transmit Malicious Code; (17) interfere with or disrupt the integrity or performance of the Services or third party data contained therein; (18) hack, violate, attempt to violate, attempt to gain unauthorized access to the Services or their related systems or networks; (19) attempt to probe, scan, or test the vulnerability of the Services or perform any penetration testing against or on the Services; or (20) use the Services for timesharing or service bureau purposes.

#### SECTION 4: ANTI-SPAM POLICY

A. Definitions. The following definitions will apply to capitalized words in this Anti-Spam Policy:

- i. "Anti-Spam Laws" means any and all applicable laws, regulations, statutes, rules, orders and other requirements of any international, federal, state or local governmental authority regulating the transmission of electronic messages.
- ii. "Permission" means express, provable, and recent permission to contact Subscribers on the topic of an email. Recent, as used here, shall mean Permission was either: 1) obtained within the preceding 12 months; or 2) obtained at anytime and ongoing communications have been sent to the Subscriber over the course of the preceding 12 months.
- iii. "Distribution Email Address" shall mean an email address associated with a distribution list that enables a User to send an email to multiple recipients by sending that email to the single email address associated with the distribution list.
- iv. "Spam", as used herein, is any email sent by a User to a Subscriber who has not given the User their direct Permission to do so, or marks such email as Spam.
- v. "Transactional Messages" shall have the meaning ascribed by applicable Laws.
- vi. "Transactional Email Feature" means the feature of the Services that allows a User to automatically send communications upon the occurrence of a trigger action. For example, the Transactional Email Feature may be used to have an order confirmation email sent automatically to recipients who make a purchase from you.

B. Required Content.

- i. Unsubscribe Link. You must ensure that all emails sent through your account contain a PDD TPSP CS.com (or other PDD TPSP CS.com-approved) "unsubscribe" link, in form and substance satisfactory to us, that: 1) allows Subscribers to instantly and permanently remove themselves from your Subscriber List(s), 2) presents unsubscribe instructions in a clear and conspicuous way, and 3) remains operational for a period of thirty (30) days after sending the email. You must monitor, correct, and process unsubscribe requests immediately. You must ensure that your Users do not remove, disable or attempt to remove or disable such link.
- ii. Contact Information. Each email must clearly identify the individual or organization that authorized the sending of the email ("Authorizing Party"). This means that if a third party is sending messages on behalf of an Authorizing Party, the Authorizing Party must be identified. Identification must include the correct legal name of the Authorizing Party and a registered business number (if applicable). All identification information should remain valid for at least 30 days after the email is

sent. Each email must contain a legitimate physical address and contact details for the Authorizing Party and any other contact information that may be required by Law.

iii. Other Required Information. All emails must state the reason the Subscriber is receiving the message. For example, "You are receiving this message from ABC Company because you signed up for our email Subscriber List at [www.abc.com](http://www.abc.com).

#### C. Permission.

i. You agree to import, access, and/or use only Permission-based Subscriber Lists. You represent and warrant that you have provided all applicable legally required disclosures in conjunction with obtaining Subscriber's Permission. You further represent and warrant that you have not used any false or misleading information, names, email addresses, subject lines, or other information for the purpose of or in connection with obtaining Subscriber's Permission. You must retain records of any Permission received and shall provide such records to us immediately upon request.

ii. Scope of Permission. You may not send emails to Subscribers on any topic that exceeds the scope of the topic that Subscriber has given you Permission to email them about. Any Permission obtained from a Subscriber shall be exclusive to you and will not extend to your Affiliates, unless such Permission was also granted to the applicable Affiliate.

iii. Permission must be obtained in one of the ways described below. A Subscriber:

1. fills out an online form subscribing to your email marketing Subscriber List;
2. opts-in via web form to your email marketing Subscriber List, provided that the opt-in box is not pre-selected by default;
3. completes an offline form that clearly indicates that you may add them to your email marketing Subscriber List and they have expressly indicated their willingness to receive such emails;
4. gives you their business card; provided: 1) you have explicitly indicated that by giving you their business card they are agreeing to being added to your email marketing Subscriber List; or 2) they added their business card to a container or pile that clearly indicated that by adding such business card they are agreeing to being added to your email marketing Subscriber List;
5. purchases goods or services from you in the preceding 12 month period and there is a reasonable expectation that the Subscriber would consent to receiving emails; or
6. provides you with other express written permission to be added to your email marketing Subscriber List prior to your contacting them via email.

#### D. Approvals, Restrictions, & Compliance.

##### i. Approvals.

1. Unless otherwise expressly agreed by us, you may not send any emails using the services until your account has been approved by a member of our trained compliance team.
2. Content Subject to Compliance Approval. You must obtain prior written approval from our compliance team, which may be withheld in our sole discretion, before sending content related to pharmaceuticals, legal drugs, horoscopes, adult novelty items, diet advice, nutritional advice, supplements, or stock trading tips.

3. Bulk Uploads. Prior to any bulk and/or large Subscriber List uploads to the Services, you must obtain prior written approval from our compliance team, which may be withheld in our sole discretion.

ii. Additional Restrictions. You agree that you will not:

1. mail to Distribution Email Addresses, emails addresses copied or scraped from the internet; newsgroups, purchased, loaned, or rented lists;

2. mail to any list obtained from a third party, unless pre-approved in writing by us, which approval may be withheld in our sole discretion;

3. use the Services to administer illegal contests, pyramid schemes, chain letters, multi-level marketing campaigns, or conduct any illegal activities;

4. Use the Services to transmit or solicit material that:

a) is Spam, obscene, threatening, harassing, or libelous;

b) contains, links to, or displays nudity, obscene content, gambling related content, escort services, offers to make money online, pay day lender related content, illegal drugs, illegal software, viruses, or other content that we deem inappropriate in our sole discretion;

c) violates or infringes the rights of a third party (including a third party's privacy and/or intellectual property rights); or

d) violates any applicable local, state, federal, and international Laws.

iii. Transactional Email Feature. You must not use the Transactional Email Feature to send non-Transactional Messages to Subscribers unless you have Permission to do so.

iv. Compliance. You acknowledge that the Services allow you to upload data related to your Subscribers and also to track your Subscribers engagement with emails sent using the Services and accordingly, you represent and warrant that you have complied with all notice, disclosure, consent, and other requirements imposed by applicable data privacy Laws prior to uploading an individual's email address to a Subscriber List. You represent and warrant that you have complied with applicable data privacy Laws and Anti-Spam Laws in connection with your use of the Services.

## E. Our Rights and Obligations.

i. Subscriber Lists. We will not use any Subscriber Lists or User Content for sending spam or any purpose other than those related to the Services.

ii. Monitoring. We reserve the right, but have no obligation, to:

1. scan every campaign for the existence of an unsubscribe link. If an unsubscribe link is not detected, you will be informed and required to include a PDD TPSP CS.com unsubscribe link before sending additional email messages or User Content via the Services.

2. monitor and meter the number of KiloBytes of data transferred when sending email messages.

3. monitor any and all User Content and your use of the Services to ensure compliance with this Anti-Spam Policy.

iii. Abuse Complaints. Emails sent through the Services may generate abuse complaints from Subscribers. Our software is directly integrated into the spam reporting systems of major ISPs. If someone marks your campaign as spam, we'll be notified immediately. You are responsible for ensuring that email campaigns sent from your accounts do not generate a number of abuse complaints in excess of industry norms. If your complaint rate reaches 0.3% of all Subscribers (that's

30 complaints aggregated across your accounts for every 10,000 Subscribers) you will receive a warning email requesting an explanation and tips. If your complaint rate exceeds 0.3%, we may lock or terminate your account in our sole discretion.

iv. Right to Audit. We have the right to audit your accounts and records to evaluate such party's compliance with this Anti-Spam Policy.

v. Right to Suspend. We may, in our sole discretion, remove any User Content and/or suspend or terminate your use of the Services for any actual or alleged breach of this Anti-Spam Policy at any time. Any suspension pursuant to this clause will not affect your obligation to pay fees owed to PDD TPSP CS.com.

vi. Right to Terminate. We may, at our own discretion, immediately disable your access to the Services without refund if we believe in our sole discretion that you have violated this Anti-Spam Policy.

## SECTION 5: OWNERSHIP AND INTELLECTUAL PROPERTY

A. Client's Property. By using the Services or submitting any User Content through the Services, Client hereby grants PDD TPSP CS.com a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable and transferable license to use, process, store, edit, modify, aggregate, combine, reproduce, distribute, display, perform, and prepare derivative works of the User Content in connection with the Services. For clarity, the foregoing license granted to PDD TPSP CS.com and any PDD TPSP CS.com's Subprocessors, does not affect Client's ownership or license rights in its User Content unless otherwise agreed in writing. Client represents and warrants that Client has all rights to grant such licenses to PDD TPSP CS.com and its Subprocessors without infringement or violation of moral rights or any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other Intellectual Property Rights. In addition, while using the Services, Client may provide information (such as Client's name, contact information, and/or other registration information) to PDD TPSP CS.com. Client agrees to, and agrees and warrants that it has the necessary consents to, permit PDD TPSP CS.com to use this information and any technical information about Client's use of the Services to tailor the user experience of the Services to Client, to facilitate Client's use of the Services, and to communicate with Client.

B. PDD TPSP CS.com Property. Client acknowledges and agrees that the Services are the property of PDD TPSP CS.com or its affiliates, licensors or suppliers. Unless stated otherwise, all Services are protected as the copyright, trade dress, trademarks and/or other intellectual properties owned by (or licensed to) PDD TPSP CS.com. Client is not authorized to use any of the Services in any advertising, publicity or any other commercial manner without the prior written consent of PDD TPSP CS.com. Client's use of the Services confers no title or ownership in the Services and is not a sale of any rights in the Services. All ownership rights to the Services remain in PDD TPSP CS.com or its third party suppliers, as applicable. All rights not expressly granted herein are reserved by PDD TPSP CS.com.

C. Statistical Data. Notwithstanding anything to the contrary in this Agreement or elsewhere, PDD TPSP CS.com may monitor, analyze, and compile statistical and performance information based on and/or related to Client's use of the Services, in an aggregated and anonymized format ("Statistical Data"). Client agrees that PDD TPSP CS.com may make such Statistical Data publicly available, provided that it: 1) does not contain identifying information; and 2) is not compiled using a sample size small enough to make the underlying data identifiable. PDD TPSP CS.com and/or its licensors own all right, title and interest in and to the Statistical Data and all related software, technology, documentation, and content provided in connection with the Statistical Data, including all Intellectual Property Rights in the foregoing.

D. Feedback. Client may provide feedback, suggestions, and comments to PDD TPSP CS.com regarding the Services (“Feedback”). PDD TPSP CS.com shall have all ownership right, title, and interest in such Feedback. Notwithstanding the foregoing, to the extent that any Feedback is deemed to be owned by Client, Client hereby grants to PDD TPSP CS.com a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable and transferable license to use, process, store, edit, modify, aggregate, combine, reproduce, distribute, display, perform, prepare derivative works, and otherwise fully exploit such Feedback in any medium or format, whether now known or later developed, provided that such Feedback is anonymous.

E. Publicity. Unless otherwise agreed by the parties, Client hereby agrees that PDD TPSP CS.com may reference Client in marketing and public relations materials, including a press release announcing Client as a customer. Client hereby grants PDD TPSP CS.com a perpetual, nonexclusive, worldwide license to use and display Client’s trademarks, trade names and logos in connection with the foregoing.

## SECTION 6: CONFIDENTIALITY

The Parties acknowledge that in the course of performing their obligations under this Agreement, each party (a “Recipient”) may receive information that is either clearly marked as “confidential” or nonpublic information which, under the circumstances surrounding the disclosure, a reasonable person would conclude should be treated as confidential (“Confidential Information”) from the other party (a “Discloser”). Recipient covenants and agrees that neither it nor its agents, employees, officers, directors or representatives will disclose or cause to be disclosed any Confidential Information of the Discloser, except (a) to those employees, representatives, or contractors of the Recipient who require access to the Confidential Information to exercise its rights under this Agreement and who are bound by confidentiality obligations, or (b) as such disclosure may be required by Law, subject to and to the extent permitted by Law, the Recipient providing to the Discloser written notice to allow the Discloser to seek a protective order or otherwise prevent the disclosure. Nothing in this Agreement will prohibit or limit the Recipient’s use of information: (i) previously known to it without breach or obligation of confidence, (ii) independently developed by or for it without use of or access to the Discloser’s Confidential Information, (iii) acquired by it from a third party that was not under an obligation of confidence with respect to such information at the time of disclosure, or (iv) that is or becomes publicly available through no breach of this Agreement.

## SECTION 7: PRIVACY AND SECURITY

A. Privacy Policy. The Privacy Policy below outlines what specific information is gathered on the PDD TPSP CS.com site and how that information is used.

### i. Information Collection.

1. Users. PDD TPSP CS.com collects: a) contact and account information of Users, which may include name, contact details, employer, title, and other information provided to PDD TPSP CS.com by Client or Users; b) billing and financial information to verify identity and bill the Client for the Services; c) information related to Your interactions and transactions with Us, including through monitoring and recording telephone, email or online interactions for security, dispute resolution, and training purposes, and to respond to Your questions and/or concerns; and d) information related to Your use of the Services in connection with suspected fraud, misconduct, and/or unlawful activity.

2. Subscribers. PDD TPSP CS.com collects, stores, and manages information on Your behalf, as directed by You, in connection with the Services to enable You to manage Your email campaigns. This may include, but is not limited to, Your subscribers email addresses, links accessed, and other details entered by You (or provided by You via an online form, Third Party Application, or other third party service) into the Services.

ii. Tracking Technology.

1. Users. PDD TPSP CS.com uses: a) Your IP address to help diagnose problems with our server and to administer our website; and b) cookies to determine overall traffic patterns throughout the Site. PDD TPSP CS.com does not track what individual users read, but rather how often each page is visited. If You do not wish to receive any cookies You may set Your browser to refuse cookies.

2. Subscribers. PDD TPSP CS.com uses: a) cookies are used to track Subscriber behavior (including open and click rates and any clicks related to custom attributes included in an email campaign sent by You); b) device fingerprinting for fraud prevention; c) geolocation (IP tracking) to gather information regarding the location of the Subscriber for Your reporting purposes and certain features and functionalities offered to You (for example, time-zone sending) and for quick and efficient content serving.

iii. Disclosure.

1. PDD TPSP CS.com will not use or disclose Your information without Your consent, except: a) where required or authorized by law; b) to assist in the investigation of a law enforcement authority; to protect the rights, property or personal safety of PDD TPSP CS.com, any PDD TPSP CS.com customer, or any member of the public; c) where the assets and operations of the business are transferred to another party as a going concern; or d) as otherwise described in this Agreement.

iv. Subprocessors.

1. PDD TPSP CS.com may use Subprocessors who use cookies and other tracking technologies (such as web beacons and JavaScript) on the Site in connection with Services for: a) data processing, data analysis, delivery, archival, auditing, accounting, provision of analytics data, and other features and functionalities incorporated in the Services or necessary for the provision of Services; and/or b) evaluation of Users use of the Site. Subprocessors may transfer and/or disclose the information they collect to other third parties to process the information on behalf of such Subprocessors or where the Subprocessor is required to do so by law. A list of current Subprocessors, which is subject to change from time to time in PDD TPSP CS.com's sole discretion, will be made available to You upon Your written request. You can find more details regarding processing of on Your information by those Subprocessors in the Subprocessor's publicly available privacy policies. Our Subprocessors may be located in Australia, the United States of America and other countries.

B. HIPAA and PHI. Client understands and acknowledges that the Services are not configured to receive and store protected health information ("PHI"), as that term is defined under the Health Insurance Portability and Accountability Act ("HIPAA") and that PDD TPSP CS.com is neither a "Covered Entity" nor a "Business Associate," as those terms are defined in HIPAA. As such, Client agrees not to, and not to permit Users to, transmit, request, provide access to, submit, store, or include any PHI through the Services. Client agrees that PDD TPSP CS.com may terminate this Agreement immediately if Client is found to be in violation of this Section 7.B.

C. EU Personal Data Transfer. In the event that Client intends to transfer the Personal Data of an EU Data Subject, Client shall notify PDD TPSP CS.com. If the Parties execute PDD TPSP CS.com's Data Protection Addendum incorporating the EU Standard Contractual Clauses, such Data Protection Addendum will be deemed wholly incorporated into this Agreement.

D. User Passwords. Client is solely responsible for keeping Client's and Users' account name, password, and any other login credentials confidential. Client is responsible for any and all activities that occur within a User's account, whether authorized by Client or not. Client must notify PDD TPSP CS.com immediately of any unauthorized access or use of Clients' account. PDD TPSP CS.com will not be held responsible or liable for any losses due to lost or hacked passwords.

#### SECTION 8: FEES

A. Payment of Fees. PDD TPSP CS.com shall charge Client, and Client agrees to pay, all fees for Services in accordance with its Payment Plan. Client is responsible for reaching out to the Resale Partner to review its Payment Plan, including the associated pricing schedule, features, and, to the extent applicable, any limits associated with Client's Subscription Tier.

B. Subscription Tier. This Section 8.B applies to Client's whose Payment Plan is based on a monthly Subscription Tier model. Client's Subscription Tier at any given time is determined by the higher of: 1) the number of emails being sent (unless Client's plan includes unlimited emails), and 2) the number of Subscribers in the Client's Subscriber Lists (as determined by adding the number of Subscribers in each Subscriber List). If Client exceeds the limits of its Subscription Tier, PDD TPSP CS.com may upgrade the Client's account to the appropriate Subscription Tier and charge Client the applicable fees for that Subscription Tier for the remainder of the Order Term and any renewals thereof. PDD TPSP CS.com may, but is not obligated to, contact Client to warn Client that they have exceeded the included features or other limits of their current Subscription Tier. Client has the sole responsibility for updating its Subscriber Lists to ensure Client is being charged at the appropriate Subscription Tier.

C. Payment for Add-On Features. Client may order Add-On Features at any time by using the Add-On Feature. Client agrees to pay fees associated with the applicable Add-On Feature for the remainder of the Order Term, and any renewals of the Order Term.

D. Usage-based Features. Client acknowledges and agrees that fees for certain features of the Services may be assessed based on Users' actual usage of those features (for example, fees are incurred every time a User runs a 'Design and spam test'). Client agrees to pay for Users' usage of any such features.

E. Trial Account. If Client sends emails through the Services while using a trial version of the Services, Client agrees that PDD TPSP CS.com shall charge Client, and Client agrees to pay applicable fees whenever Client sends a campaign to more than 5 recipients.

F. Taxes. All fees stated on the Site are exclusive of any applicable taxes. Client shall pay any sales, use, value added, excise, property withholding or similar tax, duties, and any related tariffs, and similar charges applicable to Client's purchase of the Services assessable by any local, provincial, federal, or foreign jurisdiction and shall include any related penalties or interest, except taxes based on PDD TPSP CS.com's net income ("Client's Taxes"). Client's Taxes may be added to the final price charged to Client on Client's invoice. Client shall pay Client's Taxes with no reduction or offset in the amounts payable to PDD TPSP CS.com hereunder. Client will, and hereby agrees to, promptly reimburse PDD TPSP CS.com for any and all of Client's Taxes (and any applicable penalties) that PDD TPSP CS.com may be required to pay in connection with this Agreement upon receipt of PDD TPSP CS.com's invoice.

G. Payment Method. Client agrees to pay PDD TPSP CS.com all applicable fees in U.S. Dollars (or such other currency as listed in Client's billing page) via credit card. Client agrees to provide accurate payment information, and hereby authorizes PDD TPSP CS.com to charge such credit card for all fees for the Order Term and any renewal thereof. Payments are due for any billing period on the same date, or the closest date in that billing period, to the day Client signed up for the Services and made its first payment. If any part of a billing period is included in the term, then payment is due for the full billing period.

H. Late Payment. If any amount due is not received by the due date, then without limiting PDD TPSP CS.com's rights or remedies, PDD TPSP CS.com may (a) apply a late fee of 1.5% of the outstanding balance per month, or the maximum rate permitted by Law, whichever is lower, from the date such payment was due until the date paid; (b) accelerate the payment of any fees payable; (c) immediately suspend Client's access to the Services until payment is made; (d) terminate Client's access to the Services provided that PDD TPSP CS.com gives Client notice of non-payment and 10 business days opportunity to cure; and/or (e) condition future subscription renewals and orders on pre-payment or accelerated payment terms.

I. Fees at Renewal. PDD TPSP CS.com reserves the right to change fees for any Services at the time of renewal and Client is responsible for reviewing the fees prior to renewal, provided no fee change will be effective until renewal of that Service. For purposes of the foregoing, if Client increases its Subscriber count mid-term, then any corresponding fee increase shall not be considered a "fee change". Upon expiration of the applicable Order Term, Client will automatically be charged based on the number of Subscriber's in Client's account as of the renewal date in accordance with the payment method specified on Client's billing page for renewal unless Client downgrades or terminates its account in accordance with this Agreement.

J. Reactivation Fee. PDD TPSP CS.com may charge a re-activation fee to re-activate an account that has been suspended.

K. No Refunds. Except as otherwise provided in this Agreement or required by Law, PDD TPSP CS.com will not provide refunds or credits, including for partial or unused periods of service or mid-term downgrades.

L. Fee Disputes. In the event that Client has a good faith dispute with regard to any fees charged by PDD TPSP CS.com ("Fee Dispute"), Client shall send PDD TPSP CS.com with written notice of such dispute, together with a reasonably detailed explanation of such dispute to ("Fee Dispute Notice"). Client agrees that PDD TPSP CS.com may notify the Resale Partner and request the Resale Partner to resolve the issue directly with the Client. If Client and the Resale Partner are unable to resolve the Fee Dispute, Client hereby permits PDD TPSP CS.com to access Client's account activity to investigate any disputed charges. Client agrees to provide all relevant documentation (including, to the extent applicable, any emails sent by Client to the Resale Partner evidencing termination requests made by Client in accordance with Section 14.B) to PDD TPSP CS.com to enable PDD TPSP CS.com to investigate the Fee Dispute. Client further agrees to promptly provide to PDD TPSP CS.com any additional documentation and information reasonably requested by PDD TPSP CS.com in connection with the Fee Dispute. If the parties are unable to resolve the Fee Dispute within thirty (30) days of PDD TPSP CS.com's receipt of the Fee Dispute Notice ("Resolution Period") and the parties are unable to agree in writing (email shall suffice) to extend the Resolution Period, then the parties agree to submit to the Dispute Resolution procedure set out in Section 16.F of this Agreement.

## SECTION 9: REPRESENTATIONS AND WARRANTIES

A. General Representations and Warranties. Client represents and warrants that Client:i. has the legal power and authority to enter into this Agreement, and doing so will not violate any other agreement to which it is a party;ii. will not transmit any Malicious Code in connection with the Services;iii. will not violate the Anti-Spam Policy; andiv. will use the Services only in compliance with this Agreement and Laws (including but not limited to policies and Laws related to spamming, privacy, obscenity, and defamation and Laws such as the HIPAA, GLB, EU Data Privacy Laws, the Australian Privacy Act and the Australian SPAM Act and other similar or Laws).

B. Personal Information. Client further represents and warrants that: i. all personal information (including any Personal Data as defined in the EU Directive) provided by Client to PDD TPSP CS.com (including, without limitation, that of Users and Subscribers) has been collected with the relevant individual's consent; ii. Client has informed all persons whose information is collected: 1) of the purpose for which that information was collected, 2) that Client may provide this information to its vendors and/or service providers for the purposes of use in relation to the Services, and 3) that such information may be processed and/or stored by Client's vendors and/or service providers on servers located in the United States of America; and iii. Client has obtained the consent of such persons for processing of their personal information by its vendors and service providers in the foregoing manner.

#### SECTION 10: THIRD PARTY APPLICATIONS

A. Client agrees and acknowledges that certain features of the Services depend on the continuing availability of Third Party Applications. If the providers of these Third Party Applications cease to make their services or programs available on reasonable terms, PDD TPSP CS.com may cease providing any affected features or services without entitling Client to any refund, credit, or other compensation.

B. If Client enables, installs, or connects any Third Party Applications for use with the Services:

i. Client hereby:

1. permits the transmission of and/or access to User Content to such Third Party Applications;

2. grants to PDD TPSP CS.com and its Subprocessors a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable and transferable right and license to use, process, store, edit, modify, aggregate, combine, reproduce, distribute, display, perform, and prepare derivative works of any data transmitted to or obtained by PDD TPSP CS.com from any Third Party Application enabled, installed, or connected to the Services by Client; and

3. represents and warrants that it has provided all notices and obtained all consents required by Law to grant the foregoing permissions, rights, and licenses and that doing so will not violate any third party's privacy, intellectual property, or other rights.

ii. Client acknowledges and agrees that:

1. any consent given by PDD TPSP CS.com permitting Client to enable, install, or connect any Third Party Application does not constitute PDD TPSP CS.com's endorsement of such Third Party Application; and

2. PDD TPSP CS.com will not be held responsible for any Third Party Applications Client uses in connection with the Services, including but not limited to, for any disclosure, modification or deletion of User Content resulting from any such transmission to or access by Third Party Applications.

iii. Client agrees to comply with any requests by PDD TPSP CS.com to remove any connections to or from other websites and/or applications to the Services which Client installs.

#### SECTION 11: DISCLAIMERS

A. PDD TPSP CS.com agrees to make every reasonable attempt to make sure that all email messages sent through PDD TPSP CS.com's Servers follow email standards, but PDD TPSP CS.com does not guarantee that messages will look consistent across all email platforms due to the number of different HTML composition tools available. For example, if Client uses Microsoft Word to generate

HTML email messages, it is expected that recipients of Client's message using a non-Microsoft email application may have difficulty reading Client's message.

B. From time to time, down-time, either scheduled or unscheduled, may occur in respect of the Services. PDD TPSP CS.com will work within reason to ensure the amount of down-time is limited. Client releases PDD TPSP CS.com entirely of all responsibility for the consequences of any down-time.

C. PDD TPSP CS.com does not guarantee that any file or program available for download and/or execution from or via the Services is free from viruses or other conditions which could damage or interfere with data, hardware or software with which it might be used. Client agrees that use of all programs and files associated with the Services is at its own risk and Client releases PDD TPSP CS.com entirely of all responsibility for any consequences of its use.

D. From time to time, Client may obtain advice or information from PDD TPSP CS.com help or support pages, white papers, and/or PDD TPSP CS.com's employees (collectively, "Advice"). Client acknowledges and agrees that such Advice will not be deemed to constitute financial, legal or tax advice. Client should seek the advice of its own advisers prior to acting upon any such Advice. Client acknowledges and agrees that any Advice is provided strictly "as is" and that PDD TPSP CS.com makes no warranty or representation of any kind regarding the accuracy or quality of such Advice. Client agrees that use of and reliance on any such Advice is at its own risk and Client releases PDD TPSP CS.com entirely of all responsibility for any consequences of its use of and reliance on any such Advice.

E. USE OF THE SERVICES AND ANY RELIANCE BY CLIENT UPON THE SERVICES, INCLUDING ANY ACTION TAKEN BY CLIENT BECAUSE OF SUCH USE OR RELIANCE, IS AT CLIENT'S SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PDD TPSP CS.COM DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, ACCURATE OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY OR GUARANTEE AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND TO THE EXTENT PERMITTED BY LAW PDD TPSP CS.COM DISCLAIMS ALL WARRANTIES, GUARANTEES, EXPRESS OR IMPLIED, INCLUDING (BUT NOT LIMITED TO) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

F. PLEASE NOTE THAT DOWNGRADING CLIENT'S ACCOUNT MAY RESULT IN THE LOSS OF CONTENT, FEATURES, OR CAPACITY OF CLIENT'S ACCOUNT. PDD TPSP CS.COM DOES NOT ACCEPT ANY LIABILITY FOR ANY SUCH LOSSES.

G. Subject to Section 13 (in particular, Section 13.C if You reside in Australia) and unless otherwise expressly set forth elsewhere in this Agreement, Client's sole and exclusive remedy for any failure or nonperformance of the Services shall be limited to, PDD TPSP CS.com (at its election): 1) using commercially reasonable efforts to adjust or repair the Services; 2) resupplying that Service; or 3) providing Client with a refund for the amount actually received by PDD TPSP CS.com (exclusive of all taxes), for the relevant Services.

## SECTION 12: INDEMNIFICATION

A. Client Indemnification Obligation. Client agrees to defend, indemnify and hold PDD TPSP CS.com, its officers, directors, shareholders, successors in interest, employees, agents, subsidiaries and affiliates harmless from any third party claims, losses, damages, liabilities, settlements, and expenses, (including, but not limited to attorney fees) (collectively, "Claims") related to, arising from, or connected with: 1) Client's and its Users' use of the Services; 2) Client's breach of this Agreement or any representation or warranty made by Client herein; 3) a Subscriber List or User Content (including, without limitation, Claims alleging that the User Content violates or misappropriates the

Intellectual Property Rights or other rights of any third party); 4) Client's or its Users' negligence or intentional misconduct; 5) any actual or alleged violation of Anti-Spam Policy by Client or its Users; and/or 6) any violation of Law by Client or its Users. Notwithstanding the foregoing, Client shall not make any admissions on behalf of PDD TPSP CS.com or settle any claim without PDD TPSP CS.com's prior written consent.

B. PDD TPSP CS.com's Right to Defend. Promptly upon learning of any claim arising from or related to allegations that the Services violate or infringe a third party's Intellectual Property Rights ("IP Claim"), Client shall give notice to PDD TPSP CS.com of the IP Claim and immediately deliver to PDD TPSP CS.com all original notices and documents (including court papers) received in connection with and/or related to the IP Claim. PDD TPSP CS.com shall have the exclusive right, but no obligation, to assume defense of the IP Claim at any time and at any stage. If PDD TPSP CS.com assumes defense of any such IP Claim, Client agrees to cooperate in the defense thereof as reasonably requested by PDD TPSP CS.com. Upon assuming the defense of an IP Claim, PDD TPSP CS.com may appoint any legal counsel selected by PDD TPSP CS.com and settle any IP Claims on such terms and conditions it deems advisable. Client agrees that if PDD TPSP CS.com assumes the defense of the IP Claim, PDD TPSP CS.com will not be liable to Client for any legal costs or expenses subsequently incurred by Client in connection with the analysis, defense or settlement of such IP Claim. Client acknowledges and agrees that the assumption of the defense of an IP Claim by PDD TPSP CS.com is not an acknowledgment, will not be construed as an acknowledgment, that PDD TPSP CS.com is liable to indemnify Client in respect of the IP Claim, nor will it constitute a waiver by PDD TPSP CS.com of any defenses it may assert against the Client if Client claims it is owed indemnification for such IP Claim.

#### SECTION 13: LIMITATION OF LIABILITY

A. TO THE EXTENT PERMISSIBLE BY LAW, IN NO EVENT WILL PDD TPSP CS.COM BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF OPPORTUNITY, LOSS OF ANTICIPATED SAVINGS, LOSS OF GOODWILL, LOSS OF USER CONTENT, OR LOSS OF ANY DATA RELATED THERETO, OR ANY INTERRUPTION OF BUSINESS, OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF PDD TPSP CS.COM HAS BEEN ADVISED OR ARE OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. CLIENT AGREES THAT THE CONSIDERATION WHICH PDD TPSP CS.COM CHARGES HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY PDD TPSP CS.COM OF THE RISK OF CLIENT'S INCIDENTAL OR CONSEQUENTIAL DAMAGES.

B. IN THE EVENT THAT, NOTWITHSTANDING THE FOREGOING, PDD TPSP CS.COM OR ITS AFFILIATES IS FOUND LIABLE TO CLIENT FOR DAMAGES FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IN NO EVENT WILL PDD TPSP CS.COM'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AGGREGATE OF THE FEES ACTUALLY PAID BY CLIENT FOR THE SERVICES IN THE TWELVE MONTHS PRECEDING THE APPLICABLE CLAIM GIVING RISE TO LIABILITY. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THE FOREGOING DISCLAIMER WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. CLIENT AGREES THAT PDD TPSP CS.COM'S LIABILITY TO CLIENT AT LAW WILL BE REDUCED BY THE EXTENT, IF ANY, TO WHICH CLIENT CONTRIBUTED TO THE LOSS. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF FEES CHARGED IN CONNECTION WITH MAKING THE SERVICES AVAILABLE TO CLIENT, AND THAT, WERE PDD TPSP CS.COM TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH FEES WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER.

C. If Client Resides in Australia: Section 13.B does not apply so as to limit PDD TPSP CS.com's obligation to comply with applicable consumer guarantees under the Australian Consumer Law, as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth). The liability of PDD TPSP CS.com for any liability, loss, cost or damage, however caused (including by the negligence of PDD TPSP CS.com), suffered or incurred by Client because of PDD TPSP CS.com's modification of the Services or failure to comply with a consumer guarantee when providing the Services is limited to, PDD TPSP CS.com (at its election): (a) resupplying that Service; or (b) paying the cost of having the Services supplied again. This Section 13.C does not apply if it is not fair or reasonable for PDD TPSP CS.com to rely on it for the purposes of section 64A of the Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth). Nothing in this Agreement purports to modify or exclude the conditions, warranties and undertakings, and other legal rights that Client may have available under the Australian Consumer Law.

#### SECTION 14: TERM AND TERMINATION

A. Term. This Agreement will commence on the Effective Date and continue to apply to any use of the Services by Client. Except as prohibited by Law and unless the Resale Agreement states otherwise, the Order Term shall automatically renew for additional one (1) month periods, unless either party gives the other notice of non-renewal at least 30 days before the end of the Order Term (or, if applicable, any renewal of the Order Term).

B. Termination. Unless the Resale Agreement states otherwise, You may terminate the Order Term by providing written notice (email shall suffice) to the Resale Partner at least 30 days before the end of the Order Term (or, if applicable, any renewal of the Order Term). Either party may terminate this Agreement as follows: (a) for cause if the other party materially breaches this Agreement and does not remedy such breach within 30 days after its receipt of written notice of such breach; or (b) immediately if the other party: (i) terminates its business activities or becomes insolvent, (ii) admits in writing to the inability to pay its debts as they mature, (iii) makes an assignment for the benefit of creditors, or (iv) becomes subject to direct control of a trustee, receiver or similar authority. Client agrees that PDD TPSP CS.com will not be liable to Client or to any third party for termination of Client's access to the Services resulting from any violation of this Agreement by Client. PDD TPSP CS.com may terminate this Agreement at any time in its sole discretion.

C. Right to Suspend. PDD TPSP CS.com may suspend Client's account:

- i. for non-payment or untimely authorization of payment;
- ii. at any time without notice for conduct that it believes, in its sole discretion, violates: 1) this Agreement or other agreements or guidelines which may be associated with Client's use of the Services; or 2) any Laws applicable to Client's use of the Services; or
- iii. if Client does not log into its account for more than 700 days ("Inactive Account"). INACTIVE ACCOUNTS HAVE 30 DAYS TO BECOME ACTIVE OR THE ACCOUNT AND ITS DATA, INCLUDING SUBSCRIBER SIGNUPS, MAY BE PERMANENTLY REMOVED FROM PDD TPSP CS.COM'S DATABASE.

D. Effect of Termination. Upon expiration or termination of this Agreement: (a) Client's right to use the Services shall cease, and PDD TPSP CS.com will have no further obligation to make the Services available to Client; (b) except as otherwise expressly stated herein, all rights and licenses granted to Client under this Agreement shall cease; (c) Client will pay any unpaid fees owed to PDD TPSP CS.com for the remainder of the Order Term in effect prior to the termination date; and (d) PDD TPSP CS.com may delete any of Client's archived data within 30 days after the date of expiration or any termination of this Agreement. Any statutory retention requirements with respect to Client's data or information remain Client's responsibility.

E. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, Sections: 1 (Definitions), 4 (Anti-Spam Policy), 5 (Ownership and Intellectual Property), 6 (Confidentiality), 8 (Fees), 9 (Representations and Warranties), 10 (Third Party Applications), 11 (Disclaimers), 12 (Indemnification), 13 (Limitation of Liability), 14.D (Effect of Termination), 14.E (Survival), 15 (U.S. Federal Government Client Provisions, to the extent applicable), and 16 (General Provisions).

#### SECTION 15: U.S. FEDERAL GOVERNMENT END USER PROVISIONS (IF APPLICABLE)

If the end user of the Services is the U.S. federal government (including any federal agency), then the following shall apply: (a) Government technical data and software rights related to the Services include only those rights described herein; and (b) if a government agency has a need for rights not conveyed under this Agreement, it must negotiate with PDD TPSP CS.com to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement. The Services and Site, including all documentation, are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, and consist of "Commercial Computer Software" and "Commercial Computer Software Documentation."

The Commercial Computer Software and Commercial Computer Software Documentation are licensed to U.S. Government end users:

- i. only as Commercial Items,
- ii. with the same rights as all other end users, and
- iii. according to this Agreement.

#### SECTION 16: GENERAL PROVISIONS

A. Notices. Notices to Client will be effective when PDD TPSP CS.com posts them to Client's account. Notices to PDD TPSP CS.com will be effective when delivered to PDD TPSP CS.com: Attn. Legal Notices, PDD TPSP CS.com, 631 Howard St, 5th Floor, San Francisco, CA, 94105, or any addresses as PDD TPSP CS.com may later post on the Site from time to time.

B. Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. No rights for third party beneficiaries are created by this Agreement.

C. Assignment. Neither this Agreement nor any right or duty under this Agreement may be transferred, assigned or delegated by Client, by operation of Law or otherwise, without the prior written consent of PDD TPSP CS.com. This Agreement may be assigned or transferred by PDD TPSP CS.com without the consent of the Client. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns.

D. Force Majeure. PDD TPSP CS.com will not be liable for any delays or failure in performance of any part of the Services, from any cause beyond PDD TPSP CS.com's control. This includes, but is not limited to, acts of God, changes to Laws, embargoes, war, terrorist acts, riots, fires, earthquakes, nuclear accidents, floods, strikes, power blackouts, and acts of hackers or third party internet service providers.

E. Governing Law. The Laws of the State of New South Wales, Australia, excluding its conflict of Laws rules, will apply to any and all disputes arising out of or relating to the Services or this Agreement (“Disputes”). All legal actions in connection with a Dispute under this Agreement will be subject to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, Australia and courts of appeal from them. The application of the United Nations Convention on Contracts for the International Sale of Goods (known as the Vienna Sales Convention 1980) is excluded from this Agreement.

F. Dispute Resolution. PDD TPSP CS.com and Client each agree to exclusively arbitrate any and all Disputes. Any dispute, controversy, or claim arising out of, relating to, or in connection with this contract, including any questions regarding its existence, validity, or termination, shall be resolved by arbitration in accordance with the ACICA Arbitration Rules. The seat of arbitration shall be Sydney, Australia. The language of arbitration shall be English.

G. Overseas Access. The Services may be accessed throughout Australia and overseas. PDD TPSP CS.com makes no representations that the Services comply with the Laws (including intellectual property Laws) of any country outside Australia. If Client accesses the Services from outside Australia, it does so at its own risk and is responsible for complying with the Laws in the place where it accesses the Services.

H. Export Regulations. The Services made available by PDD TPSP CS.com may be subject to the export control Laws of the United States and other jurisdictions. Client shall comply with all applicable export Laws, and, without limiting the generality of the foregoing: (a) Client represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports; and (b) Client shall not permit Users to access or use Services in violation of any U.S. export embargo, prohibition or restriction.

I. Waiver & Severability. Any waiver by PDD TPSP CS.com must be in writing and signed by an authorized PDD TPSP CS.com representative. If any provision of this Agreement is held invalid, illegal or otherwise unenforceable, it shall be deemed modified to render it enforceable while preserving PDD TPSP CS.com’s original intent to the fullest extent, and the rights and obligations of the parties shall be construed and enforced accordingly. If the provision cannot be modified in accordance with the foregoing, then that provision will be deemed severed from this Agreement and all other provisions will be unaffected and will remain in full force and effect.

J. Interpretation. The headings in the Agreement do not affect its interpretation. References to sections are to sections of this Agreement.

June 7, 2019

Privacy Notice

LAST UPDATED: July 10, 2018

## OVERVIEW

PDD TPSP CS.com Email Newsletter Software (a registered business name of PDD TPSP Pty Ltd.) and its affiliates (collectively, "PDD TPSP", "we" or "us") respect your privacy. This privacy notice ("Notice") explains who we are, how we collect, use and share information that identifies you (directly or indirectly) ("Personal Information"), and how you can exercise your privacy rights.

This Notice covers the Personal Information we collect: (1) about Users of PDD TPSP’s Services (see Section 2); (ii) about our User's Subscribers (generally recipients of emails sent through the PDD TPSP Services) (see Section 3); and (ii) through our Websites and in connection with our events, recruitment, sales and marketing activities (see Section 4).

If you are resident in the EEA, please review the section headed "Your Data Protection Rights" for further information about the privacy rights available to you.

We recommend that you read this entire Notice to ensure you are fully informed.

However, to make it easier for you to review those parts of this Notice which apply to you, we have divided up the document into the following sections:

## 1. THE BASICS

### a. About Us.

PDD TPSP is a company headquartered in New South Wales, Australia. We provide email marketing software products and services that allow our Customers and their Users to build and send out marketing emails to their Subscribers. Through our application, our Customers can also store information about and track the engagement of their Subscribers. You can find out more about us and our products here.

### b. Key Terms.

In this Notice, the terms below have the meanings defined below:

- i. "Customer" means the entity we have contracted with to provide the Services, which if you are an User, generally refers to the entity of which you are an employee, contractor, member or other participant.
- ii. "Subscribers" means any individual: 1) whose information is stored or collected by our Users on or via the Services; and/or 2) to whom Users send emails to or otherwise engage or communicate with via the Services.
- iii. "Services" means the PDD TPSP email marketing software, products, applications, tools, and/or related services.
- iv. "User" means any individual who has registered to use and access the Services under the Customer account and who directly builds, sends, collaborates on and/or reviews emails or forms through the Services.
- v. "Website" means any website we own and operate (such as [www.PDD TPSP](http://www.PDD TPSP) and any sub-domains).

## 2. PDD TPSP USERS

This section applies to Personal Information we collect and process when you engage with us as a User of the Service. If you are not yet a User, Section 4 (applicable to visitors to our Websites) may be more applicable to you and your data. In this Section, "you" or "your" refer to Users.

### a. Information We Process.

i. Information You Provide To Us. You may provide Personal Information to us through the Services – for example, when you sign up for a PDD TPSP account to access the Services, consult with our customer success or support teams, send us an email or communicate with us in any other way. We will usually let you know prior to collection whether the provision of Personal Information we are collecting is compulsory or may be provided on a voluntary basis and the consequences, if any, of not providing the information. The information you provide to us, may include:

1. **Registration Information.** You need a PDD TPSP account to use the Services as a User. When you register for an account, we ask you to provide contact information such your name, email address, telephone number, job title, and organization name.

2. **Billing Information.** If you purchase our Services, you may also need to provide us with payment and billing information such as your credit card details and billing address. We will also maintain a record of your purchases, transactional information, your Services history and usage, and any communications and responses.

ii. **Information Collected Automatically.** When you use the Services, we automatically collect certain information about your device and use of the Services. We may use cookies and other tracking technologies to collect some of this information. Our use of cookies and other tracking technologies is discussed more below, in more detail below and in our Cookie Notice.

1. **Device Information.** We collect information from your device and applications you use to access our Services, such as your IP address, device attributes (for example: hardware model, operating system, web browser version, as well as unique device identifiers and characteristics), connection information (for example, name of your mobile operator or Internet Service Provider, browser type, language and time zone, and mobile phone number); and device locations (for example, internet protocol (IP) addresses and Wi-Fi information).

2. **Log data.** Our web servers keep log files that record data each time a device accesses those servers and those log files contain data about the nature of each access, including originating IP addresses. We may also access metadata and other information associated with files that you upload into our Services, such as images.

3. **Information relating to your use of the Services.** We collect usage data about whenever you interact with our Services, which may include the dates and times you access the Services, page views, which activities and features are used of our Services, crash logs, storage configuration settings, and technical data relating to the device(s) you are using to access and use the Services and the performance of the Services in doing so.

iii. **Information We Obtain From Third Party Sources.** We may receive information about you from other sources, including publicly available databases or third parties from whom we have purchased data, and combine this data with information we already have about you. This helps us to update, expand and analyze our records and provide Services that may be of interest to you. This Personal Information may include (for example), information such as your name, employer, job title, email address, phone numbers, and other company, contact, and/or employment information.

#### b. **Why We Process Your Information.**

We process your Personal Information for our legitimate interests, which include:

i. **To Provide the Services.** We process your Personal Information to provide the Services as follows: i) to identify who you are, including both for identification and authentication purposes; ii) to enable you to login and access your account; iii) to respond to your inquiries; iv) to provide you with customer support; v) to send you information as part of the Services; and vi) to provide you with information about your account, including renewals and changes in Services or your account status.

ii. **To Market To You.** To contact you with marketing and promotional information (in accordance with your marketing preferences) about products and services that we or our Affiliates offer, to provide advertising to you on third party sites (based on your browsing activities on the Website), and to send you information regarding us, our Affiliates, and/or our partners (see the section headed "Your Data Protection Rights" for information about how you can opt-out of receiving marketing communications from us at any time). Marketing data purchased from third parties may be

combined with information we already have about you and may be used to create more tailored advertising and products.

iii. To Customize Services to You. To help us deliver a better and more personalized experience (for example, it enables us to tailor our Services according to your interests); and to build a profile about you so as to help direct you to other relevant features and Services we offer and help you in using our Services, by making recommendations for you to optimize use of our Services.

iv. To Improve Our Services. To create new Services, features, content or make recommendations; improve our Services for you and all Users; and to fix bugs and troubleshoot product functionality.

v. For Business Analytics. To infer your geographic location based on your IP address; to track behavior at the aggregate/anonymous level to identify and understand trends in the various interactions with our Services; and to conduct internal business analysis based on meta-data about usage, feature adoption and forecasting.

vi. To Prevent Abuse/Illegal Activities. To screen for and prevent undesirable or abusive activity. For example, we have automated systems that screen content for phishing activities, spam, and fraud.

vii. For Legal Records. To identify who you are, including both identification and authentication purposes; to carry out our obligations and enforce our rights arising from any contracts entered into between you and us (including for billing and collection); and to respond to legal requests or prevent fraud. If we receive a subpoena or other legal request, we may need to inspect the data we hold to determine how to respond.

#### c. How We Share Your Information.

In the following limited situations, we may disclose information that we collect or that you provide to us:

i. to our contractors, service providers and other third parties who provide data processing services to us and with whom the sharing of your Personal Information is necessary to undertake the work e.g. to process billing, to analyze data, host data, to provide customer support and to deliver online and offline marketing communications about us and/or our Affiliates that we think will interest you.

ii. as required by law, such as to comply with any court order, subpoena or other law or legal process, when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a governmental or regulatory request.

iii. to enforce our rights arising from any contracts entered into between you and us and for billing and collection.

iv. to Affiliates of our corporate group for customer support, marketing, technical operations, and account management purposes.

v. to a buyer or other successor in the event of a merger, sale or transfer of some or all of PDD TPSP's assets.

#### d. Cookies And Tracking Technologies.

We (and our partners and vendors) use various tracking technologies (such as cookies and similar technologies like pixels and web beacons) to collect and store information when you use the Services. For example, cookies allow us to collect information such as your IP address, browser, email client type and other similar details. We use this information to measure the performance of our application and to provide analytics information and enhance the effectiveness of our Services. We use page tags (also known as web beacons) in the emails we send to our Users. This means when you receive and engage with marketing messages we send to you, web beacons track certain behavior such as whether the email sent to you was delivered and opened. Links within these emails

are tracked to show individual recipient's clicks. For more information, read about our cookies and other tracking technologies in more detail in our Cookie Notice.

e. Children.

i. Our Services are not intended for and may not be used by minors. "Minors" are individuals under the age of 13 (of under a higher age if permitted by the laws of their residence). We do not knowingly collect Personal Information from Minors or allow them to register. If it comes to our attention that we have collected personal data from a Minor, we may delete this information without notice. If you have reason to believe that this has occurred, please contact customer support.

ii. Customers and their Users are responsible for ensuring that their emails and data collection practices comply fully with applicable children's data privacy protection legislation, such as the United States' Children's Online Privacy Protection Act ("COPPA"), including where relevant by obtaining parental consent prior to the collection of Personal Information. We rely upon our Customers to disclose whether or not their use is subject to COPPA.

f. Legal Basis For Processing Personal Information (EEA Residents Only).

i. If you are a User resident in the EEA, then our legal basis for collecting and using Personal Information described above will depend on the Personal Information concerned and the specific context in which we collect it. However, where we are processing your Personal Information for our own purposes we normally rely on our legitimate interest to collect Personal Information from you, except where such interests are overridden by your data protection interests or fundamental rights and freedoms. Where we rely on our legitimate interests to process your Personal Information, they include the interests described in the sections above headed "Why We Process Your Information".

ii. In some cases, we may rely on your consent or have a legal obligation to collect Personal Information from you or may otherwise need the Personal Information to protect your vital interests or those of another person. If we rely on consent to collect and/or process your Personal Information, we will obtain such consent in compliance with applicable laws.

iii. If you have questions about or need further information concerning the legal basis on which we collect and use your Personal Information, please contact us using the contact details provided under the "Contact Us" heading below.

g. Data Retention.

i. We retain Personal Information we collect from you where we have an ongoing legitimate business need to do so (for example, to provide you with a Service you have requested or to comply with applicable legal, tax or accounting requirements).

ii. When we have no ongoing legitimate business need to process your Personal Information, we will either delete or anonymise Personal Information. If this is not possible (for example, because your Personal Information has been stored in backup archives), then we will securely store your Personal Information and isolate it from any further processing until deletion is possible.

iii. We will retain information we process on behalf of our Customers as a data processor for as long as needed to provide Services to our Customers (unless deletion is requested at an earlier time by the Customer) and as necessary to comply with our legal obligations, resolve disputes and enforce our agreements.

### 3. PDD TPSP USERS' SUBSCRIBERS (GENERALLY EMAIL RECIPIENTS)

This section applies to Personal Information we collect and process about our User's Subscribers as a data controller when providing the Services. In this Section "you" or "your" refers to a Subscriber.

**IMPORTANT NOTE:** Our Services are intended for use by our Customers. Their Users control the content of any Personal Information uploaded to the Services, the content of emails sent, forms built, and information provided at the point of data collection. Therefore, most of the time we collect and process Personal Information about our Customers' Subscribers (like you), as a processor on behalf of our Customers (the controller). PDD TPSP is not responsible for the privacy or security practices of our Customers, which may differ from those described in this Notice. We require our Customers to comply with all applicable laws and regulations and to provide Subscribers with notice of the collection of data as outlined in this Notice. To understand how Customers and their Users will use your Personal Information, you will need to directly contact the User who sent you the email or whose online form you filled out.

#### a. Information We Process.

i. Information We Receive About Subscribers from Users. A User may provide Personal Information about you to us through the Services in connection with their use of the Services— for example, when a User imports and/or collects email addresses and other Personal Information about their Subscribers.

ii. Information Collected Automatically. When you interact with the Services (for example receive or open an email sent through the Services), we automatically collect certain information about your device and interaction with any content provided to you through the Services. We may use cookies and other tracking technologies to collect some of this information. Our use of cookies and other tracking technologies is discussed in more detail below in more detail below and in here. The information we automatically collect through the Services may include:

1. Device Information. We collect information from your device and applications you use to view emails sent via our Services, such as your IP address, device attributes (for example: hardware model, operating system, web browser version, as well as unique device identifiers and characteristics), connection information (for example, name of your mobile operator or Internet Service Provider, browser type, language and time zone, and mobile phone number); and device locations (for example, internet protocol (IP) addresses and Wi-Fi information).

2. Email Engagement Data. Emails sent by or on behalf of our Users through the Services include page tags (also known as web beacons) that allow the sender to collect information about who opened those emails. Additionally, your engagement with any links in emails sent using the Services (for example, when you click a link) is reported to the User. Our use of cookies and other tracking technologies is discussed in more detail in our Cookie Notice.

#### b. Why We Process Your Information.

We process your Personal Information for our legitimate interests, which include:

i. In Connection With Support Queries. To respond to an enquiry which you may submit to us. For example, our customer support team may use your email address to communicate with you if you have contacted us about an email you received, but we will not send marketing to you unless you have otherwise opted-in to marketing.

ii. To Improve Our Product & Ensure Functionality.

1. To ensure the full functionality of the Service. We collect information using cookies about your interaction with an email sent to you through the Services. These cookies are used to ensure that the full functionality of our Services is operational; to ensure that the Service experience works well across all possible devices; and to fix bugs and troubleshoot product functionality.

2. To track behaviour at the aggregate/anonymous level to identify and understand trends in the various interactions with our Services (for example, by inferring geographic location to produce aggregated data around Subscriber location trends as they relate to open rates). This data will be aggregated and anonymized so we can examine patterns in terms of Subscribers' preferences as they relate to email engagement. We collect and use all this data for our (and our Customer's) legitimate interests, like providing our Customers with metrics around probability of engagement related to email sending times, locations, content and also to help our Customers understand industry trends in marketing.

3. Our use of cookies and other tracking technologies is discussed more below, in more detail below and in our Cookie Notice.

iii. To Prevent Abuse/Illegal Activities. To screen for and prevent undesirable, abusive, and/or illegal activity. We use your IP address and a PDD TPSP auto-generated Subscriber ID for abuse monitoring purposes (so we can identify a User who abused the Services by sending spam email or sent an email in any other manner contrary to our usage policies and/or to facilitate a User in complying with their own legal obligations). We also have automated systems that screen content for phishing activities, spam, and fraud.

iv. For Legal Records. To enforce our agreements where applicable (for example we keep a record of the number of emails sent to individual Subscribers for to bill for Services used by our Customers). To respond to legal requests or prevent fraud, we may need to disclose any information or data we hold about you. If we receive a subpoena or other legal request, we may need to inspect the data we hold to determine how to respond.

c. How We Share Your Information.

In the following limited situations, we may disclose Subscriber information to someone other than the Customer or their User:

i. to our contractors, service providers and other third parties who provide data processing services to us and with whom the sharing of your Personal Information is necessary to undertake the work e.g. to process billing, to analyze data, host data, deliver content and to provide customer support and other business related functions.

ii. to comply with any court order, law or legal process, including responding to a governmental or regulatory request.

iii. to Affiliates of our corporate group for customer support, technical operations, and account management purposes.

iv. to a buyer or other successor in the event of a merger, sale or transfer of some or all of PDD TPSP's assets.

d. Cookies And Tracking Technologies.

We (and our partners and vendors) use various technologies to collect and store information when you interact with a User's email campaign or other content delivered through the Services, and this may include using cookies and similar tracking technologies, such as pixels and web beacons. For example, we use page tags (also known as web beacons) in the emails we send on behalf of our Users. When you receive and engage with a User's campaign, web beacons track certain behavior such as whether the email sent through the Services was delivered and opened. They also allow us to collect information such as your IP address, browser, email client type and other similar details. Links within these emails are tracked to show individual recipient's clicks. We use this information to measure the performance of our User's email campaigns, to improve email deliverability and open rates and to provide analytics information and enhance the effectiveness of our Services as

described in more detail above. For more information, read about our cookies and other tracking technologies in more detail in our Cookie Notice.

e. Legal Basis For Processing Personal Information (EEA Residents Only).

i. If you are a Subscriber who is a resident in the EEA, then our legal basis for collecting and using Personal Information described above will depend on the Personal Information concerned and the specific context in which we collect it. However, where we are processing your Personal Information for our own purposes we normally rely on our legitimate interest to collect Personal Information from you, except where such interests are overridden by your data protection interests or fundamental rights and freedoms. Where we rely on our (or our Customer's) legitimate interests to process your Personal Information, they include the interests described in the sections above headed "Why We Process Your Information".

ii. In some cases, we may have a legal obligation to collect Personal Information from you or may otherwise need the Personal Information to protect your vital interests or those of another person.

iii. If you have questions about or need further information concerning the legal basis on which we collect and use your Personal Information, please contact us using the contact details provided under the "Contact Us" heading below.

f. Data Retention.

i. We retain Personal Information we collect from you where we have an ongoing legitimate business need to do so (for example, to prevent abuse or illegal activities, retain our legal records, or to comply with other applicable legal, tax or accounting requirements).

ii. When we have no ongoing legitimate business need to process your Personal Information, we will either delete or anonymise Personal Information. If this is not possible (for example, because your Personal Information has been stored in backup archives), then we will securely store your Personal Information and isolate it from any further processing until deletion is possible.

iii. We will retain information we process (as a data processor) on behalf of our Customers for as long as needed to provide Services to our Customers (unless deletion is requested at an earlier time by the Customer) and as necessary to comply with our legal obligations, resolve disputes and enforce our agreements.

iv. To have any Personal Information that is retained by us on behalf of the Customer deleted, please contact the Customer (the controller of that data).

#### 4. PDD TPSP WEBSITE VISITORS

This Section applies to Personal Information that we collect and process through our Websites (for example when you visit our website and sign up for our marketing lists or apply for a job at PDD TPSP) and in the usual course of our business, such as in connection with our events, sales and marketing activities.

a. Information We Process.

i. Information You Provide To Us. Certain parts of our Websites may ask you to voluntarily provide Personal Information (such as your name, contact details and company name). For example, when registering for an account, expressing an interest in obtaining additional information about PDD TPSP or our Services, subscribing to marketing, applying for a job, or otherwise contacting us. We may also collect Personal Information, such as your contact and professional background details and feedback, when you attend our events, take part in surveys, or through other business or marketing interactions we may have with you. You may choose to provide additional information when you

communicate with us or otherwise interact with us, and we will keep copies of any such communications for our records.

ii. Information Collected Automatically. When you visit our Websites, like most website owners, we may also collect certain information automatically from your device, such as your device type, browser type, broad geographic location (e.g. country or city-level location), the referring website, what pages your device visited, and the time that your device visited our Website. In some countries, including countries in the European Economic Area, this information may be considered Personal Information under applicable data protection laws. We (including our service providers) may use cookies, pixel tags and other similar tracking technologies to collect this information. Our use of cookies and other tracking technologies is discussed more below, in more detail below and in our Cookie Notice.

iii. Information We Obtain From Third Party Sources. We may receive Personal Information about you from other sources, including publicly available databases or third parties from whom we have purchased data, and combine this data with information we already have about you. This helps us to update, expand and analyze our records, identify new customers, and provide Services that may be of interest to you. This Personal Information may include (for example), information such as your name, employer, job title, email address, phone numbers, and other company, contact, and/or employment information.

#### b. Why We Process Your Information.

i. To Provide You With Information You Have Requested. To respond to your requests or provide you with information requested by you, including where you apply for a job at PDD TPSP or request information about our products or Services.

ii. To Market To You. To contact you with marketing and promotional information (in accordance with your marketing preferences) about products and services that we or our Affiliates offer, to provide advertising to you on third party sites (based on your browsing activities on the Website), and to send you information regarding us, our Affiliates, and/or our partners (see the section headed "Your Data Protection Rights" for information about how you can opt-out of receiving marketing communications from us at any time). Marketing data purchased from third parties may be combined with information we already have about you and may be used to create more tailored advertising and products.

iii. For Business Analytics. To infer your geographic location based on your IP address; to track behavior at the aggregate/anonymous level to identify and understand trends in usage and the various interactions with our Websites and marketing content; determining the effectiveness of our marketing; and to conduct internal business analysis based on meta-data about usage, feature adoption and forecasting to improve our Websites and Services.

iv. For Website Optimization. To administer our Website and for internal operations, including troubleshooting, data analysis, testing, research, and statistical purposes; to improve user experience while interacting with the website; to understand how our Website is used and to improve our Website to ensure that content is presented in the most effective manner for you and your computer; and as a part of our efforts to keep our Website safe and secure.

v. For Legal Records. To comply with and enforce applicable legal requirements, agreements and policies.

#### c. How We Share Your Information.

In the following limited situations, we may disclose information that we collect or that you provide to us:

i. to our contractors, service providers and other third parties who provide data processing services to us and with whom the sharing of your Personal Information is necessary to undertake the work e.g. to process billing, analyze data, host data, provide customer support, and to deliver online and offline marketing communications about us and/or our Affiliates that we think will interest you.

ii. as required by law, such as to comply with any court order, subpoena or other law or legal process, when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a governmental or regulatory request.

iii. to enforce our rights arising from any contracts entered into between you and us and for billing and collection.

iv. to Affiliates of our corporate group for customer support, marketing, technical operations, and account management purposes.

v. to a buyer or other successor in the event of a merger, sale or transfer of some or all of PDD TPSP's assets.

#### d. Cookies And Tracking Technologies.

We (and our partners and vendors) use cookies and similar tracking technology (collectively "Cookies") on our Websites to collect and use Personal Information about you: (i) to ensure we are complying with our legal obligations (for example, we use cookies to infer your location and if, for example, you are in the EEA, we can ensure that we are compliant with regulations in the EEA); (ii) to serve targeted advertising to you, (iii) to analyse trends, administer the Website, track users' movements around the Website, and (iv) to gather demographic information about our user base as a whole. In addition, certain third parties, such as analytics companies, may use automatic information collection technologies to collect information about you when you use our Website. The information they collect may be associated with your Personal Information or they may collect information about your online activities over time and across different websites, apps and other online services websites. For more information, read about our cookies and other tracking technologies in more detail in our Cookie Notice.

#### e. Legal Basis For Processing Personal Information (EEA Residents Only).

i. If you are a website visitor or other prospective customer who is a resident in the EEA, then our legal basis for collecting and using Personal Information described above will depend on the Personal Information concerned and the specific context in which we collect it. However, where we are processing your Personal Information for our own purposes we normally rely on our legitimate interests to collect Personal Information from you, except where such interests are overridden by your data protection interests or fundamental rights and freedoms. Where we rely on our legitimate interests to process your Personal Information, they include the interests described in the sections above headed "Why We Process Your Information".

ii. In some cases, we may rely on your consent or have a legal obligation to collect Personal Information from you or may otherwise need the Personal Information to protect your vital interests or those of another person. If we rely on consent to collect and/or process your Personal Information, we will obtain such consent in compliance with applicable laws.

iii. If you have questions about or need further information concerning the legal basis on which we collect and use your Personal Information, please contact us using the contact details provided under the "Contact Us" heading below.

#### f. Data Retention.

- i. We retain Personal Information we collect from you where we have an ongoing legitimate business need to do so (for example, to provide you with information you have requested or to comply with applicable legal, tax or accounting requirements).
- ii. When we have no ongoing legitimate business need to process your Personal Information, we will either delete or anonymise it or, if this is not possible (for example, because your Personal Information has been stored in backup archives), then we will securely store your Personal Information and isolate it from any further processing until deletion is possible.

### 5. GENERAL INFORMATION

#### a. Your Data Protection Rights (EEA Residents Only).

If you are resident in the EEA, you have the following data protection rights:

- i. You can access, review, change, update or delete your Personal Information at any time by submitting a request to support via this support form.
- ii. To remove your Personal Information from a Website testimonial or request removal of your Personal Information from our blog or community forum, please submit a request to support via this support form. In some cases, we may not be able to remove your Personal Information, in which case we will let you know if we are unable to do so and why.
- iii. In addition, you can object to processing of your Personal Information, ask us to restrict processing of your Personal Information or request portability of your Personal Information. To exercise these rights, please submit a request to support via this support form.
- iv. You can opt out of receiving marketing communication we send you at any time. You can exercise this right by clicking on the “unsubscribe” link in the emails we send you or by visiting our preference center. To opt-out of other forms of marketing (such as postal marketing or telemarketing), please contact us. For data privacy concerns, use the contact details provided under the “Contact Us” heading below.
- v. If we have collected and process your Personal Information with your consent, then you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your Personal Information conducted in reliance on lawful processing grounds other than consent.
- vi. You have the right to complain to a data protection authority about our collection and use of your Personal Information. For more information, please contact your local data protection authority. Contact details for data protection authorities in the European Economic Area ("EEA"), are available [here](#).

Please note that because most of the information we store can only identify a particular browser or device, and cannot identify you individually, you will need to provide us with some additional information to enable us to identify the Personal Information we hold about you and ensure that accurately fulfil your request. You may also be required to provide ID.

Further Information for Subscribers: As described in this Notice, for much of the Personal Information we collect and process about you through the Services, we act as a processor on behalf of our Customers. In such cases, if you want to exercise any data protection rights that may be available to you under applicable law or have questions or concerns about how your Personal Information is handled by PDD TPSP as a processor on behalf of our Customers, you should contact the relevant Customer that has contracted with PDD TPSP for use of the Services, and refer to their

separate privacy policies. If you are having difficulties finding this Customer, you can contact us through our support team and we will try our best to help you.

#### b. Third-Party Websites And Apps.

This Notice only applies to the PDD TPSP Website and Services. We are not responsible for the privacy practices or disclosures of third parties that use or access the PDD TPSP Website or Services. In addition, the Website or Service may contain links to third-party websites and apps. Any access to and use of such linked websites or apps is not governed by this Notice, but instead is governed by the privacy policies of those third parties. We are not responsible for the information practices of such third parties.

#### c. How Do We Keep Your Personal Information Secure?

i. We use appropriate technical and organizational security measures to protect any Personal Information we process against unauthorized access, disclosure, alteration, and destruction. More details of our security measures are available for review here.

ii. Unfortunately, nobody is truly and completely safe from hackers. Although we do our best to protect your Personal Information, we cannot guarantee security, no Internet transmission can ever be guaranteed 100% secure, and so we encourage you to take care when disclosing Personal Information online and to use readily available tools, such as Internet firewalls, secure e-mail and similar technologies to protect yourself online.

#### d. International Data Transfers.

i. The Website and the Services are provided, supported, and hosted in the United States. If you are using the Website or Services from outside the United States, be aware that your information may be transferred to, stored, and processed by us in our facilities and by those third parties with whom we may share your Personal Information, in the United States and other countries. These countries may have data protection laws that are different to the laws of your country.

ii. However, we have taken appropriate measures to require that your Personal Information will remain protected in accordance with this Notice and have implemented appropriate safeguards to require that your Personal Information will remain protected in accordance with this Privacy Notice. These include implementing the European Commission's Standard Contractual Clauses for transfers of personal information between our group companies, which require all group companies to protect personal information they process from the EEA in accordance with European Union data protection law. We have implemented similar safeguards with our third party service providers and partners. Further details can be provided upon request.

#### e. Changes To This Privacy Notice.

We may revise this Notice from time to time in response to changing legal, technical or business developments. The most current version of this Notice will govern our use of your Personal Information. When we update our Privacy Notice, we will take appropriate measures to inform you, consistent with the significance of the changes we make. We will obtain your consent to any material Privacy Notice changes if and where this is required by applicable data protection laws. You can see when this Notice was last updated by checking the "last updated" date displayed at the top of this Notice.

#### f. Contact Us.

Thanks for taking the time to learn about our privacy notice. We hope it was clear and reassuring. To execute a Data Protection Agreement (often referred to as a "Data Processing Agreement or "DPA"), please submit a request to support via this support form. For general data privacy questions related to the PDD TPSP Services, please email us.

## Cookie Notice

LAST UPDATED: October 29, 2018

This Cookie Notice explains how and why PDD TPSP CS.com Email Newsletter Software (a registered business name of PDD TPSP Pty Ltd.) and its affiliates (collectively, "PDD TPSP", "we" or "us") uses cookies and similar technologies to recognise you, as well as track and analyse your actions when you visit our websites at www.PDD TPSP ("Websites"). We also provide information related to how and why those same technologies are applied to tracking and analysing logged-in users of our software application ("Services") and recipients of emails sent through our Services by users of our Services. Information about what these technologies are and why we use them, as well as your rights to control our use of them, can be found below.

### What are cookies?

Cookies are small data files that are placed on your computer or mobile device when you visit a website. Cookies are widely used by website owners in order to make their websites work, or to work more efficiently, as well as to provide reporting information.

We refer to cookies created by us as "first party cookies". We refer to cookies that we set on our website but that are created by parties other than us as "third party cookies". Third party cookies enable third party features or functionality to be provided on or through the website (e.g. like advertising, interactive content and analytics). The parties that provide these third party cookies can recognise your computer both when it visits the website in question and also when it visits certain other websites.

### Why we use cookies

We use both first and third party cookies for several reasons. First, let's look at the broad categories of first and third party cookies in use on our sites:

**Essential website cookies:** These cookies are strictly necessary to provide you with services available through our Websites and to use some of its features, such as access to secure areas. Refusal of these cookies may impact website functionality.

**Performance and functionality cookies:** These cookies are used to enhance the performance and functionality of our Websites but are non-essential to their use. However, without these cookies, certain functionality may become unavailable.

**Analytics and customisation cookies:** These cookies collect information that is used either in aggregate form to help us understand how our Websites are being used or how effective are marketing campaigns are, or to help us customise our Websites for you.

**Advertising cookies:** These cookies are used to make advertising messages more relevant to you. They perform functions like preventing the same ad from continuously re-appearing, ensuring that ads are properly displayed for advertisers, and in some cases selecting advertisements that are based on your interests.

**Social networking cookies:** These cookies are used to enable you to share pages and content that you find interesting on our Websites through third party social networking and other websites. These cookies may also be used for advertising purposes too.

### FIRST PARTY COOKIES

Cookie Name	Cookie Type	Subject Purpose	Retention Policy
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CM-Init-Visit	Performance/Functionality	PDD TPSP site visitor	Detects and stores very first visit to the site, allowing first touch actions to occur on some pages	1 year
CM-PTB-Visit	Performance/Functionality	PDD TPSP site visitor	Detects and stores first visit to PTB page, recording a view and close action of the exit intent box	1 year
CM-comm	Performance/Functionality	PDD TPSP site visitor	4 sets of data for the Help docs section covering the page they came from before the first touch to the help docs, the date of the first touch, the last touch page and the last search term	1 year
CM-currency (string)	Performance/Functionality	PDD TPSP site visitor	Detecting currency, stored and passed along through the signup form to provide consistent currency to be displayed throughout the experience with CM	1 year
CM-location-abbr (string)	Performance/Functionality	PDD TPSP site visitor	Location data used for various personalisation around the site	1 year
CM-location-city (string)	Performance/Functionality	PDD TPSP site visitor	Data used to locate a site visitor	1 year
CM-location-country (string)	country name			
CM-location-set (string)	Region name			
CM-location-state (string)				
CM-location-timezone (string)	Timezone			
CM-location-zip (string)	Postcode/Zip code			
CM-location-check (string)	Performance/Functionality	PDD TPSP site visitor	Region name Data used to locate a site visitor	7 days
CM-location-dv5 (encoded string)	Performance/Functionality	PDD TPSP site visitor	To display pricing based on region	1 year
_cdeTrkData	Analytics	PDD TPSP site visitor	This data helps us analyze site traffic to better optimize performance.	1 year
CM-location-eu and CM-location-gdpr	Essential	PDD TPSP site visitor	To determine whether user is in the EU or not and whether user requires GDPR compliance	1 year
CM-location-status	Essential	PDD TPSP site visitor	Whether a location was able to be determined	1 year
cookie-accept	Essential	PDD TPSP site visitor	Flag of whether a user has given consent or not. Value is set to 'implied' for non-EU users	1 year
apex__payload	Essential	help.PDD TPSP or help.PDD TPSP CS.com site visitor	To provide support contact details relevant to a PDD TPSP account, and account details when submitting a support request	30 days

### THIRD PARTY COOKIES

Cookie Name	Cookie Type	Subject	Purpose	Retention Policy
Optimizely	Analytics	PDD TPSP site visitor	Website testing.	1 year

Marketo Analytics PDD TPSP site visitor The Marketo and Google Analytics cookies help us measure and evaluate our site's performance by providing insights into site visitor behavior and actions. 1 year

Google Analytics Analytics PDD TPSP site visitor 1 year

Facebook Analytics PDD TPSP site visitor These cookies collectively allow us to measure the effectiveness of our advertising on various platforms, allowing us to better allocate resources to the most effective areas. Event actions could be many things, including link clicks, page loads, read time, etc. 1 year

LinkedIn Analytics PDD TPSP site visitor 1 year

Twitter Analytics PDD TPSP site visitor 1 year

Google AdWords Analytics PDD TPSP site visitor 1 year

Microsoft Bing Analytics PDD TPSP site visitor 1 year

GetApp Analytics PDD TPSP site visitor 1 year

How to control the use of cookies  
Electronic devices and software applications on these devices may offer you tools to opt out of or block advertisements on the device or in specific applications. Consult the help documentation and settings specific to your devices and applications to learn more about your options. You have the right to decide whether to accept or reject cookies. You can withdraw your consent for any of the cookies listed in the tables above by deleting them from your device. Should you choose to remove or block cookies, some website functionality may become unavailable or unreliable.

In addition, most advertising networks offer you a way to opt out of targeted advertising.

Tracking messages sent through our Services

Other than the cookies listed above, we have also implemented page tags (sometimes known as web beacons) and other tracking technologies within certain parts of our Services. These technologies are used to track recipients of emails sent by our customers through our Services. For example, web beacons track whether an email sent through the Services was delivered and opened and whether links within the email were clicked. This information is collected for the purposes of providing email campaign performance information and measuring the performance of email messages they send and is processed according to our Privacy Notice. This Privacy Notice also contains specific information about the rights of data subjects residing in the EEA and how to exercise them.

Updates to this Cookie Notice

PDD TPSP will periodically make amendments to this policy, as necessitated by changes to our use of cookies and the legal requirements for notice of these uses. Please continue to check this policy regularly to stay aware of these changes and how they affect your continued use of our websites.

The date at the top of this Cookie Notice indicates when it was last updated.

Questions?

If you have any questions about our use of cookies or other technologies, please email us

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