

## Email Marketing Terms and Conditions

This is a legal agreement between you and Absolute Customer Solutions. This agreement concerns your purchase of a service in which Absolute Customer Solutions agrees to send your specified ("the service" or "the package") email message(s).

The responsibility of Email Marketing ends upon the delivery, cancellation, or refusal of your email advertisement.

The ability to predict the amount of recipients that will open and respond to your ad is simply not possible.

Absolute Customer Solutions will vary SOLELY on YOUR ad message! We've seen emails that over 75% of the people click on. We've also seen emails that generate barely any clicks! So it's really impossible to predict that! Again, the main factor will be YOUR ad message!

In some cases advertisers may experience little or no signups, sales, or inquiries from their campaign.

We are NOT responsible for the success OR failure of your email marketing campaign!

All sales are final.

If you have any problems with this order, you can contact us for a prompt resolution. You understand that by using our email marketing services, we can't be held responsible for successes or failures that may incur.

**Right to refusal:** Absolute Customer Solutions reserves the right to refuse any or all service based on our company policy of respectable marketing practices at anytime. We hold strict rules and regulation for our email marketing and hosting servers. We will not host or email broadcast for illegal sexual content, illegal pirated software, hate or discrimination message or website of any type.

**Campaign starting date:** The campaign starting date is specified at the ordering page. Due to variances in amounts of orders at different times, the starting date may fluctuate, and we are in no way to be held responsible if your campaign does not start by a specific date. You are guaranteed that Absolute Customer Solutions will send the number of emails you specify within 4-8 days of the campaign starting date. This is the only guarantee for this service. In no event shall Absolute Customer Solutions be liable for any consequential, direct, indirect, incidental, punitive, or other damages whatsoever (including, but not limited to, damages for loss of profits, loss of information or other pecuniary loss) arising out of the use or inability to use the service, even if Absolute Customer Solutions has been advised of the possibility of such damages.

We collect URL History (where you came from - and how you landed on our website), IP Address, Location, Internet, Router, Modem, and Computer information on ALL orders placed! We reserve the right to refuse and/or cancel an order based on the data collected.

Any order that results in a Fraudulent Charge or Chargeback will be reported to a fraud database used by over 1200 online advertising providers. All information on fraudulent orders is blacklisted with all providers and ALL the information we collect may be turned over to law enforcement authorities for further investigation.

Email campaign(s) will be delivered using the ad submitted with the order. In the event that there is an error with the submitted Ad or any URLs, Images, or files contained in the ad, the Client will not hold Absolute Customer Solutions or its Partner/Affiliate websites responsible for the error.

In the event that the Client's site becomes unavailable for any reason ("server is down or unavailable, timed out, or shows to be active but with internal server errors, 404 errors and other types of common or uncommon errors associated or not with the internet and its underlying infrastructure"), the Client will NOT hold Absolute Customer Solutions or its Partner/Affiliate websites responsible for these errors. Any and All campaigns delivered on behalf of the Client, using the Clients Ad during this down time will not be credited or refunded.

Client understands that HIT COUNTERS on your site DO NOT ACCURATELY REPRESENT THE NUMBER OF VISITORS SENT TO YOUR SITE FROM A CAMPAIGN. This is due to the large amounts of traffic sent to the site in a relatively short timeframe. Client also understands that Absolute Customer Solutions does not guarantee sales or signups and will not issue a refund if none are achieved.

We reserve the right to host any and all images that might appear in an email ad on one of our servers.

The client understands and acknowledges that the campaign report received by Absolute Customer Solutions or its Partner/Affiliate websites to be true and accurate and agrees to hold Absolute Customer Solutions or its Partner/Affiliate websites, its parent company as well as all companies and individuals involved harmless for any unexpected results arising from any advertising campaign.

Support staff is available Monday thru Friday, 9am to 5pm CST. For tracking purposes, ALL requests must be made via email. Client also understands that technical support may not be available at the exact time in which the client initiates contact.

Client agrees to these terms of service and understands that they are legally binding.

Absolute Customer Solutions reserves the right to stop a campaign at any time without refund.

Absolute Customer Solutions will not promote spam, scam, hate, warez, hacking or any other site/offer that could be considered offensive to the most discriminate viewer. Any attempt to bypass our intended guidelines will result in account cancellation and no recourse for refund. If you have any further questions or concerns, please do not hesitate to contact us via e-mail.

Spam Reporting: If you unjustifiably complain to Absolute Customer Solutions' upstream providers, or any other third party, in relation to service that you receive from Absolute Customer Solutions, then your service may be terminated. Absolute Customer Solutions reserves the right to be the sole judge of what is justifiable and what is not.

Legal Use: If our services are used for illegal purposes, then you will be in violation of our Terms & Conditions, and we will cancel your account immediately.

Changes in Services, Terms and Conditions, and Fees: Absolute Customer Solutions may modify these Terms and Conditions or service prices and may discontinue or revise any and all other aspects of the service in Absolute Customer Solutions sole discretion upon 30 (thirty) days

notice. Subscriber shall be deemed to have accepted any such changes or modifications by continuing to use the Service after the end of such thirty days period. A copy of Absolute Customer Solutions standard Terms and Conditions including any such changes made to such Terms and Conditions from time-to-time is available at <http://www.emarketingoffers.com/termsandconditions.htm> or a new address of which Absolute Customer Solutions gives subscriber notice.

If any provision of this Agreement is deemed invalid or unenforceable by any jurisdiction or government agency having jurisdiction, that particular provision will be deemed modified to the extent necessary to make the provision valid and enforceable and the remaining provisions will remain in full force and effect.

These terms and conditions are subject to change at any time after the stated term has ended.

By placing an order with us, you acknowledge that you agree to these terms and conditions.