

Zero Tolerance Spam Agreement

The term Owner, we or us shall mean the owner of this website, and the content and contact information on this website. The term You or User shall mean the person or entity accessing this website or soliciting us.

Our website is for the personal use of our customers and approved vendors only. ANY COMMERCIAL USE BY ANY OTHER PARTY IS STRICTLY PROHIBITED, WITHOUT OUR EXPRESS WRITTEN PERMISSION.

Owner considers all unsolicited email, spam, telephone marketing, soliciting, offers, recruiting, donation requests, gifting, and surveys to be a nuisance and an invasion of our privacy and a deliberate interference with our right to peaceful and quiet enjoyment of our property and our time. User is hereby notified and denied free use of Owner's property, time or services related to any such activity.

1. **Zero Tolerance.** Owner and User agree to this Zero Tolerance Spam Agreement against unsolicited sales, marketing, advertising, recruiting, offers, gifting, donations, surveys or commercial messages that Owner receives by e-mail, instant messaging, text messaging, live phone calls, pre-recorded phone calls (robocalls), or fax.

2. **Acceptance of Terms** If User uses or accesses any of the information posted on Owner's website, or contacts Owner, regardless of where User obtained Owner's contact information, User certifies that User has read, agrees and gives INFORMED CONSENT to all Terms and Conditions of this Agreement, and all other Terms and Conditions posted on Owner's website. If you do not agree to these Terms and Conditions, do not contact us, or contact us by mail only.

3. **Reporting to Other Parties** If User violates this Agreement, Owner may report User's activities and abuse of services to User's website host provider, email provider, Internet Service Provider (ISP), anti-spam websites, Better Business Bureaus (BBB), Chamber of Commerce, the Direct Marketing Association (DMA), the Direct Selling Association (DSA), MLM companies, legal compliance departments, and other relevant parties.

4. **Reporting to Law Enforcement** Owner may report User's illegal activities to Federal and state government agencies, regulators, the Colorado Attorney General, District Attorney, law enforcement, and legal counsel for investigation and prosecution of criminal and civil charges.

5. **Reporting to FCC, FTC, DMA, DSA** Owner may report User for any violation of federal, state or local laws, or rules, including Federal Communications Commission (FCC), Federal Trade Commission (FTC), Direct Marketing Association (DMA), Direct Selling Association (DSA), and violations of the Terms, Conditions, Policies and Agreements of our website, the Terms, Conditions, Policies and Agreements of your service providers or MLM company, or any unethical, deceptive, fraudulent, unfair or unprofessional business practices.

6. **Ethical Business Practices** In addition to obeying laws, rules and regulations, User also agrees to follow ethical business practices and standards for telemarketing, mail and email as published by the Direct Marketing Association, and the Direct Selling Association, whether or not User is a member.

7. **Violation Reporting Fee** Owner reserves the right to charge and bill User a violation processing and reporting fee of five hundred dollars

(\$500), for each violation, for interrupting and diverting Owner's time and resources away from our business or personal time to report and stop User's activity. Owner may also charge User for additional costs, including, but not limited to, locating, preparing, printing, delivering and storing evidence, Cease and Desist Letters, complaint letters and email, consulting with law enforcement or hiring investigators, researchers and legal counsel, and compensation of ten dollars per minute for any telephone minutes and the time Owner uses in answering or listening to User's solicitation phone calls, pre-recorded messages, or messages left on Owner's voice mail. Owner may send User an invoice by mail, email, express mail or personal delivery. User agrees to pay the invoice within three (3) days, plus any costs of collection.

In the event that Owner is required to prepare for, seek advice, travel or testify in any action or proceeding or attend any deposition meeting or hearing associated with a legal proceeding or similar such proceeding, whether Owner is or is not a named party to the action or proceeding, Owner shall be compensated by User for any time and expenses associated with Owner's attendance. The billing rate shall be one hundred dollars (\$100) per hour. All of Owner's travel, lodging, and related expenses shall be paid by User.

8. **Do Not Call Lists** User will not call any phone numbers listed on the National or Colorado Do Not Call Lists, including numbers for a land line, cell phone, VOIP, Skype number, fax, residence, business or other entity. User understands that a small business may use a residence phone or cell phone for personal and business use, and in that case, that phone number shall be considered as residential or cell phone, not a business phone, even if the phone number is displayed on a website or elsewhere. Penalties for violating the Do Not Call list are up to \$11,000 per call.

9. **Damages and Triple Damages** Under Colorado law, Owner may file a lawsuit against User for violations of the Colorado No-Call List Act. Colorado law allows for plaintiff to sue for five hundred dollars (\$500) in damages for each violation of the Act, and Owner may also seek triple damages for willful violations of the Act. Since Owner's phone number is listed on federal and state Do Not Call lists, and User has agreed to follow this Zero Tolerance Spam Agreement ALL VIOLATIONS SHALL BE CONSIDERED AS WILLFUL VIOLATIONS, subject to triple damages of fifteen hundred dollars (\$1500) per violation.

10. **Choice of Venue** Owner may file a lawsuit to seek relief or damages in any court of Owner's choice, and will seek to hold User liable for all legal and court costs, expenses, lost revenue, actual and consequential damages, non-economic damages and collection costs. User shall pay all travel, lodging and related expenses to travel to Colorado to defend against any lawsuit initiated by Owner against User.

User may file legal action only in El Paso County, Colorado and shall first submit any dispute to mediation in El Paso County, Colorado. User agrees to not seek or request any Declaratory Judgment, in response to a Cease and Desist Letter, or for any other reason.

11. **Opt-in Permission Required** User may not email, phone or transmit any sales, marketing, advertising, solicitation, recruiting, offer, request, survey or commercial messages to Owner unless Owner has given User EXPRESS WRITTEN PERMISSION by an opt-in procedure, request for information, or as part of an "established business relationship". User shall implement verification measures such as double opt-in to prevent false opt-in requests and shall confirm that Owner has made a legitimate opt-in request. If granted, opt-in permission only allows soliciting by telephone on weekdays from 1 PM to 5 PM Colorado time.

12. No Scraping, Harvesting or Copying User may not freely scrape, harvest, data mine, extract, copy, store or distribute Owner's email address, phone number, fax number, brand names, affiliate information, MLM information, HTML code, text, images, audio, video or other content from Owner's website, using any manual or automated process, queries or software, including optical character recognition (OCR) by a person or software.

Any such action, without payment to Owner of five hundred dollars (\$500) per occasion, shall be considered as a conversion and misappropriation of Owner's personal property for User's purpose, unjust enrichment, and trespassing of chattels. Owner may employ measures such as barriers, tracking, tracing, providing misinformation and other strategies to defend against scraping software. Owner's website information is copyright protected and is for authorized use only.

ANY UNAUTHORIZED COPYING, TEMPORARY COPY, REPRODUCTION, REPUBLISHING, UPLOADING, DOWNLOADING, POSTING, TRANSMITTING OR DUPLICATING ANY OF THE INFORMATION ON OUR WEBSITE, INCLUDING FACTS AND CONTACT INFORMATION, IS PROHIBITED.

13. No Implied Permission or Invitation for Soliciting User does not have any implied consent, invitation, permission or authorization to use or access Owner's website information or contact information for User's marketing, sales, soliciting, recruiting, survey, resale or commercial purpose. EXPRESS WRITTEN PERMISSION from Owner is required.

14. No List or Directory Entries User may not add our email address, phone number or fax number to a directory, data base, target list, prospect list, lead list, marketing or sales list, without our express written permission. A list of phone numbers used by an automated dialing system shall be considered an illegal directory.

15. Opt-Out List Removal and Harassment Once Owner has requested or demanded to be added to User's internal Do Not Call list, or to be removed from User's marketing list, User may not contact Owner again by email, instant message, text message, fax or phone, other than to deliver a confirmation by email that User has received Owner's request or demand to be removed. If User contacts Owner again after Owner requests or demands User to stop, Owner may file criminal charges of HARASSMENT against User, as well as seeking any other remedies.

16. No Unrelated Matter User may not send Owner unrelated offers or unrelated content, unless Owner gives User express written permission.

17. No Cold Calls User may not make a "cold call" to Owner's phone number unless User is honestly interested in buying, renting or leasing goods, services or property from Owner.

18. No Automated Dialing System User may not contact Owner by using an automatic telephone dialing system. The term "automatic telephone dialing system" means equipment or software which has the capacity to: (a) store or produce telephone numbers to be called, using a random or sequential number generator; and (b) to dial such numbers.

19. No Deceptive Practices User may not use any deceptive methods to disguise solicitations, such as personal messages, message alerts, greetings, questions, phony messages, false or blocked email headers or Caller ID, invitations, web links, attachments, webinars or articles.

20. No Bypassing of Barriers. User may not bypass any barriers Owner puts in place to deter soliciting, scraping or harvesting, including Captcha codes, images, security measures, passwords, User ID, Vendor ID or other barriers, including a robots.txt file. User may not scrape or harvest any web page on Owner's website, especially any web pages listed in our robots.txt file. User may not use any cloaking software or device to disguise User's true IP address.

21. State Your Name, Reason, Display Caller ID User will state their name, business or entity name and any MLM affiliation at the beginning of the phone call, name of the person and company you are calling, and the true purpose of your call. User will display correct Caller ID.

If we state that we are not interested or we are busy, User agrees to end the call promptly and politely, within ten (10) seconds of our request. If Owner requests your job title, phone number, email address, city, mailing address, website address, how you were referred to us, or the name and phone number of your supervisor, manager, upline MLM sponsor, or legal compliance department, you will provide it during the call.

22. Compensation for Telemarketing Calls As compensation to Owner, we offer User the use of our telephone equipment, telephone answering services, recording services, record keeping and our time in accepting, processing and responding to your telephone solicitation calls, on a for-hire basis of five hundred dollars (\$500) per call, payable to us within three (3) days of such use. If your unauthorized phone call or pre-recorded message exceeds fifteen (15) seconds, and you refuse to terminate the call at our request or demand, you agree to hire us for that call and to pay us the stated compensation.

23. Failure to Pay Owner for Services Use of Owner's offered property, time or services without prompt payment from User shall be considered as User's willful intent to commit unjust enrichment at Owner's expense, to maintain a nuisance in Owner's premises, to commit trespassing of chattels, to commit harassment of Owner, and/or to commit an invasion of privacy. Such wrongful acts may result in Owner seeking criminal charges, compensation and punitive damages.

24. Show Proof of Express Permission Upon our request, User will provide Owner with evidence of Owner's express permission for User to contact Owner, including the date Owner granted express permission.

25. Show Proof of Telemarketer Registration Upon Owner's request, User will provide Owner with proof of User's telemarketer registration filed with the Colorado Attorney General, as required by CRS 6-1-303., including User's registration date, showing that User was granted permission to conduct telemarketing activities in Colorado.

Office of the Attorney General
Consumer Protection Unit
1525 Sherman Street, 7th Floor
Denver, CO 80203
stop.fraud@state.co.us
Phone: (800) 222-4444 (in Colorado)
Phone: (303) 866-5189 (in Denver and out of state)
Fax: (303) 866-4916

attorney.general@state.co.us
Main switchboard: (303) 866-4500
Fax: (303) 866-5691

26. Recorded Conversations and Messages If User contacts Owner by phone, online chat, webinar or in person, User agrees that User's phone messages may be stored and all conversations, meetings and Caller ID information may be recorded and stored.

27. Prompt Answer If User contacts Owner by phone, once Owner answers, there will no more than a two (2) second delay by User before a live person responds or an authorized pre-recorded message begins. User's recorded message shall not begin until Owner's recorded voicemail greeting is finished playing.

28. FTC Telemarketing Sales Rule User agrees to follow the Federal Trade Commission (FTC) Telemarketing Sales Rule (TSR), and to extend its coverage for consumers to also include Owner.

29. Colorado Consumer Protection Act User agrees to follow the Colorado Consumer Protection Act, Part 3, Prevention of Telemarketing Fraud, CRS 6-1-301 to 6-1-305, and to extend its coverage for consumers to also include Owner.

30. Quick Message Opt-Out If Owner approves the use of any incoming prerecorded message, User agrees to provide, at the start of all prerecorded messages, an automated keypress or voice-activated interactive opt-out mechanism, so that Owner can opt out quickly, at the start of the message, without listening to the entire message.

31. Established Business Relationship User agrees that an "established business relationship" is a relationship with us based on:

- a) the purchase, rental, or lease of goods or services, or a financial transaction between us, within the past twelve (12) months,
- b) an inquiry, request for information, or an application from Owner regarding a product, service or property offered by User, within the three (3) months immediately preceding the phone call or email from User, or
- c) express written permission from Owner authorizing you to contact us.

32. Spammers List If Owner detects that User has purchased or is using or promoting any spamming, cold calling, or robocalling method, website or software, User may be added to Owner's list of spammers. By contacting Owner without our express written permission, User gives permission to Owner to share information about User with other parties

33. General Provisions If Owner does not pursue any remedy immediately, Owner does not waive any rights. If any provision of this Agreement is found to be unenforceable, that provision shall be removed or modified to the minimum extent required, and all remaining provisions shall remain in full force and effect.

34. Modifications This Agreement may only be modified by Owner in writing. It is subject to change. User agrees to review this Agreement periodically and to remain in compliance with latest version at all times.

USER AGREES THAT CONTINUED USE OF OWNER'S WEBSITE OR OWNER'S INFORMATION FOLLOWING ANY CHANGES TO THIS AGREEMENT AND AFTER THE CHANGES TAKE EFFECT WILL CONSTITUTE USER'S ACCEPTANCE OF SUCH CHANGES.

IF USER DOES NOT AGREE TO ANY CHANGES TO THIS AGREEMENT, USER SHALL NOT CONTINUE TO USE THIS WEBSITE OR OWNER'S INFORMATION AFTER THE EFFECTIVE DATE OF SUCH CHANGES.