

TERMS OF SERVICE FOR NETSUITE CAMPAIGN MARKETING SERVICES

Oracle and its affiliates provide on an online marketing campaign management application, (the "Campaign Marketing Services"). Oracle provides the Campaign Marketing Services to you subject to these Terms of Service for NetSuite Campaign Marketing Services ("TOS") and Customer's Subscription Services Agreement ("SSA"). These TOS are in addition to the SSA. By using the Campaign Marketing Service or by "clicking" accept, Customer agrees to be bound by these TOS. Oracle may modify these TOS at any time in its sole discretion and where possible, will provide an in-application notice of such modifications in the Cloud Service, and any such modification is effective upon the earlier of notice to Customer or being posted by Oracle at <https://www.oracle.com/corporate/contracts/cloud-services/netsuite/> even if Oracle did not provide an in application notice of such modifications. Customer accepts any modification to these TOS by continuing to use the Campaign Marketing Services.

1. Use Restrictions

- A. Spam is unsolicited e-mail directed to people not personally known to Customer, including but not limited to junk mail, chain letters or other unsolicited bulk e-mail, commercial or otherwise or any e-mail sent that Oracle reasonably believes constitutes Spam, based on applicable laws and industry practices ("Spam"). The Campaign Marketing Services shall be used for your business purposes only and Customer may not use the Campaign Marketing Services in any way for sending Spam.
- B. Customer agrees to pay, in advance, for the Campaign Marketing Services with such fees being based on the volume of Electronic Communications (as defined in the *Oracle NetSuite Hosting and Support Delivery Policies* found here: <https://www.oracle.com/corporate/contracts/cloud-services/netsuite/cloud-delivery-policies.html>) Customer intends to send using the Campaign Marketing Services.
- C. Every e-mail message sent using the Campaign Marketing Services must have adequate consent and contain a mandatory unsubscribe link that allows the recipients to remove themselves from Customer's mailing list and a mandatory link for recipients to report incidents of e-mail abuse. E-mail abuse is defined as Spam and/or willfully ignoring requests to unsubscribe. Customer agrees that they will not remove or disable these links.
- D. The Campaign Marketing Services may only be used for lawful purposes. Sending or solicitation of any material that violates any law is prohibited. This includes, but is not limited to, any material that is obscene, threatening, harassing, libelous, or in any way violates intellectual property laws or a third party's intellectual property rights.
- E. Customer agrees that Oracle may add a "Powered by" or similar identifying message in the footer of every message Customer sends using the Campaign Marketing Services and Customer agrees not to remove this message.

2. Termination of Marketing Services

Customer agrees that Oracle, in its sole discretion, may terminate Customer password, account (or any part thereof) or use of the Campaign Marketing Services and remove and discard any Electronic Communications within the Campaign Marketing Services, for (a) lack of use or (b) if Oracle believes that Customer has violated these TOS. Oracle may immediately terminate Customer's access to and use of the Campaign Marketing Services based on any known or reported occurrence of e-mail marketing abuse in connection with Customer's use of the Campaign Marketing Services including but not limited to Spam. Oracle may also in its sole discretion and at any time discontinue providing the Campaign Marketing Services, or any part thereof. Customer agrees that any termination of Customer access to the Campaign Marketing Services under any provision of these TOS may be effected without notice to Customer and agree that Oracle may immediately deactivate or delete Customer account and all related information and files in Customer account and/or bar any further access to the Campaign Marketing Services. Further, Customer agrees that Oracle shall not be liable to Customer or any third party for any termination of Customer access to the Campaign Marketing Services; provided, however, that if the termination is unrelated to Customer acts or omissions Oracle will refund the pro rata portion of any fee that may have been paid by Customer for the portion of the Campaign Marketing Services not furnished to Customer as of the date of such termination