



Privacy Policy and Terms of Service

For each visitor to our Web page, our Web server automatically recognizes the consumer's domain.

We collect the domain name of visitors to our Web page, aggregate information on what pages consumers access or visit, user-specific information on what pages consumers' access or visit, information volunteered by the consumer, such as survey information and/or site registrations.

The information we collect is used for internal review and is then discarded, used to improve the content of our Web page, not shared with other organizations for commercial purposes.

With respect to resale or disclosure of information to third parties, **VMdirect** does not sell, rent, loan, trade or lease any information collected on any **VMdirect** website including email lists.

With respect to cookies: We use cookies to customize Web page content based on visitors' browser type or connection speed.

If you do not want to receive e-mail from us in the future, please let us know by sending us e-mail at the above address, calling us at the above telephone number, writing to us at the above address or clicking the UNSUBSCRIBE link in any message received from us.

If you supply us with your postal address on-line you will only receive the information for which you provided us your address.

Persons who supply us with their telephone numbers on-line will only receive telephone contact from us with information regarding orders they have placed on-line.

Persons who supply us with their telephone numbers on-line for **VMdirect** product and service information may receive telephone contact from our sales staff with information regarding new products and services or upcoming events. If you do not wish to receive such telephone calls, please let us know by sending us e-mail at the above address, calling us at the above telephone number, writing to us at the above address. Please provide us with your name and phone number. We will be sure your name is removed from the list.

With respect to Ad Servers: We do not partner with or have special relationships with any ad server companies.

Upon request we provide site visitors with access to all information [including proprietary information] that we maintain about them, financial information (e.g., credit card account information) that we maintain about them, unique identifier information (e.g., customer number or password) that we maintain about them, transaction information (e.g., dates on which customers made purchases, amounts and types of purchases) that we maintain about them, communications that the consumer/visitor has directed to our site (e.g., e-mails, customer inquiries), contact information (e.g., name, address, phone number) that we maintain about them, a description of information that we maintain about them.

Consumers can access this information by writing to us at the above address or also sending an email to webmaster@VMdirect.com.

Consumers can have this information corrected by sending us e-mail at the above address, writing to us at the above address.

With respect to security: We always use industry-standard encryption technologies when transferring and receiving consumer data exchanged with our site, When we transfer and receive certain types of sensitive information such as financial information, we redirect visitors to a secure server and will notify visitors through a pop-up screen on our site, We have appropriate security measures in place in our physical facilities to protect against the loss, misuse or alteration of information that we have collected from you at our site.

UNSOLICITED COMMERCIAL EMAIL POLICY

VMdirect will never send Unsolicited Bulk Commercial Email (UCE) for itself or on behalf of clients. **VMdirect** has a zero tolerance policy for UCE, also referred to as SPAM.

VMdirect employs a suppression list mechanism to prevent recipients who have chosen to opt-out of receiving rich media messaging regardless of any specific client lists from receiving mail. This mechanism is in place if **VMdirect** sends the email on behalf of clients.

VMdirect will never deploy a video email campaign on behalf of a client without a publicly available privacy policy and at least one method of opt-out.

VMdirect scrutinizes all lists received from clients to determine a high level of confidence that the list is indeed opt-in. If **VMdirect**, at its sole discretion determines that the list is flawed in any manner with respect to permission, it will not be used and a specific video email campaign may be discontinued.

PRIVACY STATEMENT FOR VMdirect VIDEO EMAIL DELIVERY

From time to time, **VMdirect** stores database files and email addresses for clients. These files are used to deliver email on behalf of clients only. Client lists are NEVER shared with other clients or aggregated in any manner. All client files stored by **VMdirect** remain the property of the original client. Security of client data is of the highest priority.

VMdirect can track recipient actions within an email if the email client/browser is html capable. The tracking elements reported to clients are whether a recipient has opened the message, estimated recipient connection speed, whether the recipient viewed the video content, time the content was viewed, whether the recipient clicked a link(s), which links were clicked, whether the message was forwarded. Text only email messages cannot be tracked. This tracking is used to help deliver the best content based on connection speed and to determine return on investment for the client.

All tracking is done on behalf of clients and will be reported only to the client that owns any specific campaign. Recipient specific tracking information is never shared with any third parties. Expired campaign data is routinely purged from our systems within thirty days of said expiration.

If you feel that this site is not following its stated information policy, you may contact us at the above addresses or phone number, state or local chapters of the Better Business Bureau, state or local consumer protection office, The Federal Trade Commission by phone at 202-FTC-HELP (202-382-4357) or electronically at <https://www.ftccomplaintassistant.gov>.

TERMS OF SERVICE

1. ACCEPTANCE OF TERMS

Welcome to **VMdirect's** Video Email Service. **VMdirect** provides its service to you, subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. In addition, when using particular **VMdirect** services, you and **VMdirect** shall be subject to any posted guidelines or rules applicable to such services, which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS.

2. DESCRIPTION OF VIDEO EMAIL SERVICE

VMdirect provides users with video email services. You understand and agree that the Video Email Service may include advertisements and that these advertisements are necessary for **VMdirect** to provide the Video Email Service. Unless explicitly stated otherwise, any new features that augments or enhances the current Video Email Service, including the release of new **VMdirect** features or facilities, shall be subject to the TOS. You understand and agree that the Video Email Service is provided "AS-IS" and that **VMdirect** assumes no responsibility for the timeliness, deletion, delivery or failure to store any user communications or personalization settings.

You are responsible for obtaining access to the Video Email Service and that access may involve third party fees (such as to an Internet service provider). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Video Email Service.

3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Video Email Service, you agree to:

- (a) Provide true, accurate, current and complete information about yourself as prompted by the Video Email Service's registration form (such information being the "Registration Data") and
- (b) Maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

If you provide any information that is untrue, inaccurate, not current or incomplete, or **VMdirect** has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, **VMdirect** has the right to suspend or terminate your account and refuse any and all current or future use of the Video Email Service (or any portion thereof).

4. MEMBER ACCOUNT, PASSWORD AND SECURITY

You will enter your Email address and create a password while completing the Video Email Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to:

- (a) Immediately notify **VMdirect** of any unauthorized use of your password or account or any other breach of security.

VMdirect cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

5. USER CONDUCT

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not **VMdirect**, are entirely responsible for all Content that you email, transmit or otherwise make available via the Video Email Service. **VMdirect** does not control the Content transmitted via the Video Email Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Video Email Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will **VMdirect** be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or

for any loss or damage of any kind incurred as a result of the use of any Content, emailed, transmitted or otherwise made available via the Video Email Service.

You agree to not use the Video Email Service to:

- (a) Email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- (b) Harm minors in any way;
- (c) Impersonate any person or entity, including, but not limited to, a **VMdirect** official, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (d) Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Video Email Service;
- (e) Email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (f) Email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- (g) Email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- (h) Email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (i) Interfere with or disrupt the Video Email Service or servers or networks connected to the Video Email Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Video Email Service;
- (j) Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- (k) "Stalk" or otherwise harass another; or
- (l) Collect or store personal data about other users.

You acknowledge that **VMdirect** does not pre-screen Content, but that **VMdirect** and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Video Email Service. Without limiting the foregoing, **VMdirect** and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by **VMdirect** or submitted to **VMdirect**.

You acknowledge and agree that **VMdirect** may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:

- (a) Comply with legal process;
- (b) Enforce the TOS;
- (c) Respond to claims that any Content violates the rights of third-parties; or
- (d) Protect the rights, property, or personal safety of **VMdirect**, its users and the public.

You understand that the technical processing and transmission of the Video Email Service, including your Content, may involve

- (a) Transmissions over various networks; and
- (b) Changes to conform and adapt to technical requirements of connecting networks or devices.

6. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

7. CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE VIDEO EMAIL SERVICE

You grant **VMdirect** a royalty-free, paid up, worldwide, non-exclusive, transferable license, including the right to grant sublicenses through multiple tiers, to use, execute, publicly display, publicly perform, copy and modify your audio/video recorded messages created pursuant to the **VMdirect** Software License Agreement in order to carry out **VMdirect's** obligations hereunder and as defined in the Software License Agreement.

8. INDEMNITY

You agree to indemnify and hold **VMdirect**, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you email, transmit or make available through the Video Email Service, your use of the Video Email Service, your connection to the Video Email Service, your violation of the TOS, or your violation of any rights of another.

9. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that **VMdirect** may establish general practices and limits concerning use of the Video Email Service, including without limitation the maximum number of days that video email messages, or other Content will be retained by the Video Email Service, the maximum number of Video Email messages that may be sent from or received by an account on the Video Email Service, the maximum size of any video email message that may be sent from or received by an account on the Video Email Service, the maximum disk space that will be allotted on **VMdirect's** servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Video Email Service in a given period of time.

You agree that **VMdirect** has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Video Email Service. You acknowledge that **VMdirect** reserves the right to terminate accounts that are inactive for an extended period of time.

You further acknowledge that **VMdirect** reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

10. UNSOLICITED COMMERCIAL EMAIL POLICY

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11. MODIFICATIONS TO VIDEO EMAIL SERVICE

VMdirect reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Video Email Service (or any part thereof) with or without notice. You agree that **VMdirect** shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Video Email Service.

12. TERMINATION

You agree that **VMdirect**, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Video Email Service, and remove and discard any Content within the Video Email Service, for any reason, including, without limitation, for lack of use or if **VMdirect** believes that you have violated or acted inconsistently with the letter or spirit of the TOS. **VMdirect** may also in its sole discretion and at any time discontinue providing the Video Email Service, or any part thereof, with or without notice. You agree that any termination of your access to the Video Email Service under any provision of this TOS may be effected without prior notice, and acknowledge and agree that **VMdirect** may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Video Email Service. Further, you agree that **VMdirect** shall not be liable to you or any third-party for any termination of your access to the Video Email Service.

13. **VMdirect's** PROPRIETARY RIGHTS

You acknowledge and agree that the Video Email Service and any necessary software used in connection with the Video Email Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Video Email Service or advertisers is protected by copyrights, trademarks, Video Email Service marks, patents or other proprietary rights and laws. Except as expressly authorized by **VMdirect** or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Video Email Service or the Software, in whole or in part.

VMdirect grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Video Email Service. You agree not to access the Video Email Service by any means other than through the interface that is provided by **VMdirect** for use in accessing the Video Email Service.

14. DISCLAIMER OF WARRANTIES

You expressly understand and agree that:

(a) Your use of the video email service is at your sole risk. The video email service is provided on an "as is" and "as available" basis. **VMdirect** expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

(b) **VMdirect** makes no warranty that:

- (i) The Video Email Service will meet your requirements,
- (ii) The Video Email Service will be uninterrupted, timely, secure, or error-free,

- (iii) The results that may be obtained from the use of the Video Email Service will be accurate or reliable,
 - (iv) The quality of any products, Video Email Services, information, or other material purchased or obtained by you through the Video Email Service will meet your expectations, and
 - (v) Any errors in the software will be corrected.
- (c) Any material downloaded or otherwise obtained through the use of the Video Email Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
- (d) No advice or information, whether oral or written, obtained by you from **VMdirect** or through or from the Video Email Service shall create any warranty not expressly stated in the TOS.

15. LIMITATION OF LIABILITY

You expressly understand and agree that **VMdirect** shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if **VMdirect** has been advised of the possibility of such damages), resulting from:

- (a) The use or the inability to use the Video Email Service;
- (b) The cost of procurement of substitute goods and Video Email Services resulting from any goods, data, information or Video Email Services purchased or obtained or messages received or transactions entered into through or from the Video Email Service;
- (c) Unauthorized access to or alteration of your transmissions or data;
- (d) Statements or conduct of any third party on the Video Email Service; or
- (e) Any other matter relating to the Video Email Service.

16. EXCLUSIONS AND LIMITATIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of sections 17 and 18 may not apply to you.

17. NOTICE

Notices to you may be made via either email or regular mail. The Video Email Service may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on the Video Email Service.