

Advisormail™ Terms and Conditions

It is contrary to our policy for any user of any of these services to take part in any of the following activities through a BULLSEYE PROSPECT SYSTEMS, LLC provided service:

1. To send unsolicited mass e-mail broadcasts to more than one hundred (100) email users per day, causing such unsolicited e-mail broadcasts to provoke complaints from any of the recipients;
2. To engage in any of the foregoing activities using the service of another provider, but channeling such activities through a BULLSEYE PROSPECT SYSTEMS, LLC account or with a BULLSEYE PROSPECT SYSTEMS, LLC account as a maildrop for responses;
3. To use the d2ssolutions.com domain name or the domain name of any BULLSEYE PROSPECT SYSTEMS, LLC affiliates to advertise any BULLSEYE PROSPECT SYSTEMS, LLC website or service via Unsolicited Commercial Bulk Email as defined above.

BULLSEYE PROSPECT SYSTEMS, LLC considers the above practices to constitute abuse of its service and of the recipients of such unsolicited mailings and/or postings, who often bear the expense. Therefore, these practices are prohibited by BULLSEYE PROSPECT SYSTEMS, LLC's terms and conditions of service. Engaging in any of these practices will result in termination of the offender's account and/or access to BULLSEYE PROSPECT SYSTEMS, LLC services.

In addition, BULLSEYE PROSPECT SYSTEMS, LLC reserves the right, where feasible, to implement technical mechanisms which block multiple postings as described above before they are forwarded.

This policy addresses only the kinds of network abuse specifically enumerated above. In addition to these activities, BULLSEYE PROSPECT SYSTEMS, LLC's terms and conditions of service also prohibit other forms of abuse such as harassment and the posting of illegal or unlawful materials, and BULLSEYE PROSPECT SYSTEMS, LLC will respond as appropriate to these other activities as well.

Nothing contained in this policy shall be construed to limit BULLSEYE PROSPECT SYSTEMS, LLC's actions or remedies in any way with respect to any of the foregoing activities, and BULLSEYE PROSPECT SYSTEMS, LLC reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, **including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from use of BULLSEYE PROSPECT SYSTEMS, LLC services.**

In addition, BULLSEYE PROSPECT SYSTEMS, LLC reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.

By use of the Site, you agree to use the Site in a manner consistent with all applicable laws and regulations and in accordance with the terms and conditions discussed below.

Server Guidelines

BULLSEYE PROSPECT SYSTEMS, LLC is not responsible for the content of any message or communication sent or received by our systems, and the views expressed are the responsibility of the User and not BULLSEYE PROSPECT SYSTEMS, LLC. BULLSEYE PROSPECT SYSTEMS, LLC reserves the right to remove any message or communication from the server at any time without notice.

BULLSEYE PROSPECT SYSTEMS, LLC provides space for dedicated e-mail hosting servers but makes no implied or express warranties about the reliability of these servers. BULLSEYE PROSPECT SYSTEMS, LLC is not responsible for any damage caused by loss of access to, or deletion or alteration of web pages, software, data files, account information or stored e-mails.

The following is a **non-exclusive** list of actions and content that are not permitted on the Site:

(Terms of Service Cont).

- i. Any use of copyrighted material without the express permission of the author or owner.
- ii. Messages that exploit the images of anyone under the age of 18.
- iii. Material that we deem to be grossly offensive, including clear expressions of bigotry, racism, or hatred.
- iv. Messages or communications of any kind that promote illegal activity.
- v. Material that defames, abuses or threatens others.
- vi. Making available copyrighted software which has been "cracked" - i.e., the copyright protection has been removed from the software.
- vii. Making available serial numbers for software which can be used to illegally validate or register software;
- viii. Making available tools which can be used for no purpose other than for "cracking" software.

Indemnity

User agrees to indemnify BULLSEYE PROSPECT SYSTEMS, LLC and any third-party information providers against any and all claims and expenses, including attorneys' fees, arising from the User's use of the server. This expressly includes: (i) User's responsibility for any and all liability arising from the violation or infringement of proprietary rights or copyrights and (ii) any libelous or unlawful material contained within User's Web Page or other portion of the Site.

Termination of Service

BULLSEYE PROSPECT SYSTEMS, LLC may terminate any and all information, communications, servers, or services at any time, without notice, for conduct that violates this Agreement or other policies or guidelines set out by BULLSEYE PROSPECT SYSTEMS, LLC elsewhere on the Site. BULLSEYE PROSPECT SYSTEMS, LLC may terminate and delete any and all information or communications for online conduct that BULLSEYE PROSPECT SYSTEMS, LLC believes is harmful to other Users, the business of BULLSEYE PROSPECT SYSTEMS, LLC, or other third-party information providers.

Choice of Law

This Agreement shall be construed and controlled by the laws of the State of Colorado, without regard to its conflict of law provisions. Any dispute arising hereunder will be governed by the laws of the State of Colorado. The User agrees to personal jurisdiction by the State and Federal courts of the State of Colorado.

**If you have any questions regarding the information on this agreement please contact
bpsadmin@bullseyeprosects.com**