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www.itx.com

Terms + Conditions: ITXconnex

This Agreement is made effective between ITX Corp., a corporation duly organized and existing under the laws of the State of New York having its principal office and place of business at 1169 Pittsford-Victor Road, Suite 100, Pittsford, New York 14534 (hereinafter referred to as "ITX" or "we"), and CLIENT as noted in the associated proposal, work authorization or other agreement (the "Client" or "you").

Whereas, ITX is in the business of providing professional services in the general area of Information Technology; and whereas CLIENT desires to utilize the professional services provided by ITX (hereinafter called "ITXconnex"), ITX and CLIENT agree as follows:

ITXconnex is a permission-based email-marketing platform. It is designed to let organizations send emails to people who want to receive those emails. ITXconnex's permission policy is part of the Terms of Use agreed to by every ITX customer, and it appears as a reminder on ITXconnex's import process every time new lists are added. It goes beyond the stipulations set forth in the United States' Can-Spam legislation and is as follows:

By opening an ITX account, and using ITXconnex, you agree to abide by the terms set forth in this Agreement. You covenant that (a) you are at least eighteen years of age, (b) you are Able to sign legally binding contracts on behalf of your company, and (c) you are representing yourself and your company honestly to your email recipients and to us. You also agree to maintain current information about yourself and your company, and to update that information as it changes. You, us and ownership your use of ITXconnex confers no title or ownership to ITXconnex. We are granting you temporary, non-exclusive access to ITXconnex that will endure as long as (a) the Agreement is not terminated in accordance with the terms of this Agreement, (b) you continue to provide payment for ITXconnex in a timely manner, and (c) you continue to abide by the terms of this Agreement. ITX or its partners owns all logos, graphics, software, algorithms, functionality, content (other than content owned by you or any third party), pages, features and processes that comprise ITXconnex. You agree not to copy, modify, re-package, reverse-engineer, disassemble, modify or otherwise use the ITX Email Service or its components in ways not explicitly allowed by this Agreement, without prior written consent from us. You also agree not to remove any proprietary notices or labels from ITXconnex.

To send an email to someone using ITXconnex, that recipient must be:

- Someone who is a customer, member or subscriber of your business or organization,
- Someone who has specifically asked to receive your emails by opting in or signing up in some way, or
- Someone who has bought a product or service from you in the past 18 months.

While many services allow you to purchase or otherwise obtain a list of addresses of people you've never met and send them emails, ITXconnex does not. We do not rent, sell, or otherwise share our lists or those of our customers, and we do not allow any ITXconnex customer to rent or purchase lists and send to them using the ITXconnex network.

When it comes to sending permission-based email, the age of the list matters. If enough time passes between someone initially subscribing to your list and eventually receiving an email from you, permission "expires" as people eventually forget what they've signed up for. That's why we don't allow sending to any email address that was obtained more than 18 months ago and has not received any correspondence from you since that time.

In order to create and administer your ITXconnex account, we explicitly ask for and collect certain information about you and your company, including financial information used to verify identity and bill for services. Under no circumstances will we share your (or any other member's) personal information with any third party, except in the circumstance where the requesting organization is a high-powered government agency with the authority and requisite threats of long-term jail sentences to make us share that personal information. Otherwise, no one gets access to your information, ever.

We also collect certain aggregate information about our customers. We use this information to improve our services and do a better job of marketing them. We may also report such information - always in aggregate form and never in a way that could identify individuals - to third parties, such as newspapers or industry observers or potential customers and partners.

We do everything we can to make sure your customer lists, email content and response data remains private and confidential. Though we reserve the right to monitor your lists, content and response data from time to time to make sure they comply with our Terms of Use, we will never share, sell or rent your customer data to anyone for any reason. It makes us feel icky just thinking about it.

Adhering to the Safe Harbor Data Privacy Principles

ITX adheres to the data privacy principles of the Safe Harbor program, designed to provide U.S. companies with guidance on how to provide adequate protection for personal data from Europe as required by the European Union's Directive on Data Protection. ITX's partner, Emma, Inc is listed in the United States Department of Commerce's Safe Harbor directory of self-certifying companies, available [here](#). Direct any Safe Harbor inquiries or requests to:

Emma
1910 21st Ave S.
Nashville, TN 37212
hi@myemma.com

Just as we ask and expect you to respect the in-box of your customers, we will do our best to respect yours. The only emails you'll receive from us will be emails related to your account or your use of ITXconnex. We might alert you to new features or site enhancements. We might check in to see how your last campaign went. Some of those emails may be directed to everyone, and some of them may be written just for you. In the future, we may also ask if you'd like to receive information from our partners. We do not have partners, and until we do, we will not ask.

We will not sell your email address. We will not rent it. We will not loan it.

Payment for services

Like most commercial services, ITX asks that you, the Customer, pay us, the Company, for your use of the ITXconnex Service in a timely manner. Unless otherwise agreed upon in writing, setup and/or licensing fees are due when your account is opened and prior to any emails (other than 'test' emails) being sent. Monthly activity and design fees are invoiced monthly and due no more than 15 days from the invoice date. All fees and prices are in US dollars. By entering credit card and billing information into the ITX system, you are authorizing us to charge that card for services rendered and according to the pricing specified in your ITX plan or a separate addendum to this Agreement, should such an addendum exist. All credit card transactions are handled through a secure HTTPS connection with a trusted third-party credit card processor. Lastly, like most commercial services, ITX reserves the right to suspend your account in the event you fail to pay the appropriate account fees on time, until such time as proper payment is received.

Termination

Any request by Customer to terminate will take effect at the end of the month in which such request was made, and you will be responsible for payment for any services rendered up through the termination date. If you have paid in advance for a certain period of time for the ITXconnex Service or any portion thereof and terminate prior to the completion of that period, that payment is nonrefundable. ITX may terminate this Agreement at any time by notifying the Customer by email. Should we be forced to terminate your account or you terminate your account and your account is paid in full, we will work with you to help retrieve email addresses and other appropriate data from your account within 30 days of termination of your account. After such 30 days, ITX makes no guarantees regarding the availability of your data, and ITX shall not be liable for the availability of your data for more than thirty days following the date of termination by either party.

Modifications to this Agreement

We may, from time to time, edit, append or otherwise modify the terms of this Agreement. Any changes will take effect as soon as they are posted on www.itx.com/terms. Your continued use of ITX after such changes have been posted indicates your acceptance of those changes and agreement to abide by them. If you disagree with any changes made to this Agreement, you may terminate your ITXconnex account as set forth in the 'termination' section above.

Your privacy, and the privacy of people on both sides of ITXconnex emails, is extremely important to us, and we'll do everything we can to protect it. Direct any questions you may have regarding this Privacy Policy to info@itx.com. And if you suspect our privacy and permission policy has been abused in any way, please notify us at info@itx.com.