



ANTI-SPAM POLICY

1. PortoSpire maintains a zero tolerance policy for use of its network or services in any manner associated with the transmission, distribution or delivery of any bulk e-mail, including unsolicited bulk or unsolicited commercial e-mail, or the sending, assisting, or commissioning the transmission of commercial e-mail that does not comply with the U.S. CAN-SPAM Act of 2003 ("SPAM").
2. It is your obligation to ensure that e-mail sent by you, or on your behalf, does not violate this law. We assume SPAM complaints are valid unless we are provided with credible information to the contrary. To avoid action under our AUP, please familiarize yourself with the CAN-SPAM Act by following this link: <http://business.ftc.gov/documents/bus61-can-spam-act-compliance-guide-business>
3. You may not use any of our services or network to send SPAM. In addition, e-mail sent, or caused to be sent, to or through our network or services may not:
 - a. Use or contain invalid or forged headers
 - b. Use or contain invalid or non-existent domain names
 - c. Employ any technique to otherwise misrepresent, hide or obscure any information in identifying the point of origin or the transmission path
 - d. Use other means of deceptive addressing
 - e. Use a third party's Internet domain name, or be relayed from or through a third party's equipment, without permission of the third party
 - f. Contain false or misleading information in the subject line or otherwise contain false or misleading content
 - g. Fail to comply with additional technical standards described below
 - h. Otherwise violate PortoSpire's User Agreement, AUP and other Terms of Service

4. PortoSpire does not authorize the harvesting, mining or collection of e-mail addresses or other information from or through its network. PortoSpire does not permit or authorize others to use its network or services to collect, compile or obtain any information about its Subscribers or users, including but not limited to Subscriber e-mail addresses, which are PortoSpire's confidential and proprietary information. Use of our network or services is also subject to our User Agreement, AUP and other Terms of Service.
5. PortoSpire does not permit or authorize any attempt to use its network or services in a manner that could damage, disable, overburden or impair any aspect of any of our services, or that could interfere with any other party's use and enjoyment of any PortoSpire product or service.
6. We monitor for SPAM all traffic to and from our servers. Customers suspected of using PortoSpire's products and services for the purpose of sending SPAM will be investigated. We assume SPAM complaints are valid unless we are provided with credible information to the contrary. It is PortoSpire's policy to immediately suspend, terminate and/or cancel any offending Web site or account sending SPAM.
7. Subscribers may be asked to produce records that verify that explicit affirmative permission was obtained from a recipient before a mailing was sent. PortoSpire may consider the lack of such proof of explicit affirmative permission of a questionable mailing.
8. It is a violation of this Policy to commission a third party to send e-mail that is in violation of this policy or of applicable law, even if that third-party does not use PortoSpire systems, networks or resources. E-mail not in compliance with this policy—regardless of source—which contains any reference to a Web site hosted by us or contains any reference or link to a network or system of PortoSpire is prohibited.
9. If PortoSpire believes that unauthorized or improper use is being made of our network, or any product or service, it may, without notice, take such action as it, in its sole discretion, deems appropriate, including blocking messages from a particular internet domain, mail server or IP address. PortoSpire may immediately suspend, terminate and/or cancel any account on any product or service which it determines, in its sole discretion, is transmitting or is otherwise connected with any e-mail that violates this policy.
10. PortoSpire reserves the right to suspend, terminate and/or cancel permanently any and all services provided to a Subscriber without any notification. In addition to any and all other rights hereunder or otherwise, if a Subscriber is in violation of any term or condition of this SPAM Policy, the Acceptable Use Policy, User Agreement or uses of our services to disrupt or, in PortoSpire's sole judgement, which could disrupt PortoSpire's business operations, PortoSpire reserves the right to charge such Customer an administrative fee equal to \$100.00 per each piece of SPAM sent.



11. To report an incidence of SPAM, please send an e-mail to abuse@portospire.com.
12. Nothing in this policy is intended to grant any right to transmit or send e-mail to, or through, our network or services. Failure to enforce this policy in every instance does not amount to a waiver of PortoSpire's rights.
13. Unauthorized use of PortoSpire's network in connection with the transmission of unsolicited e-mail, including the transmission of e-mail in violation of this policy, may result in civil and criminal penalties against the sender and those assisting the sender, including those provided by the Computer Fraud and Abuse Act (18 U.S.C. §1030, et seq.) and other state and federal laws.

Last Updated: 2017-05-06

