

Qikli Anti-Spam Policy

Last updated: September 15, 2014

Qikli Anti-Spam and Restricted Content Policy

Qikli provides a variety of messaging services to our clients. In order to maintain our ability to effectively deliver messages, we impose the following rules on any person, entity, site or organization (the “**User**”) of our applications, websites, software, and any other service that may be provided by Qikli, from time to time, including but not limited to applications that utilize and promote the sending of Commercial Electronic Messages (collectively, the “**Qikli Services**”).

Users sending Commercial Electronic Messages (“**CEM’s**”) via the Qikli Services must at a minimum:

- Comply with the **Electronic Communications Act (ECA) Act 775 of 2008** of Ghana
- Comply with the **Electronic Transaction Act, 2008(Act 772) of Ghana**
- Comply with the **Unsolicited Electronic Communications Code of Conduct** of the National Communications Authority (N.C.A.) of Ghana
- Comply with any legislation applicable to the region from where a message is sent, and the region where that message is intended to be received.

Qikli prohibits the use of any email data that has:

- Come from a third party by any means, such as (but not limited to):
- purchased or rented leads
- social media

- co-registration offers
- Was provided directly by the recipient to you more than 2 years ago and;
- has not been actively engaged in your email by opening or clicking links in the past 12 months.

Qikli prohibits the use of the Qikli Services by Users that:

- Send SPAM or unsolicited email, as defined by the SpamHaus website (<http://www.spamhaus.org/definition.html>);
- Send CEM's in a way that violates the Ghana's anti-spam law, "**Section 50 (1) of the Electronic Transaction Act, 2008 (Act 772)** prohibits the transmission of unsolicited/unwanted non-transactional electronic communications to customers. It states that except in the case of a notice sent by an electronic communications provider to a customer in relation to the service, a person shall not send UECs to a consumer without obtaining the prior consent of the consumer"
- Displays or markets material that exploits children under 18 years of age;
- Posts or discloses any personally identifying information or private information about anyone without his or her consent, including children under 18 years of age without their parents' consent;
- Provides or posts any material that is grossly offensive, including blatant expressions of bigotry, prejudice, racism, hatred or excessive profanity or that is obscene, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable;
- Engages in any libelous, defamatory, scandalous, threatening, or harassing activity;
- Provides or posts any content that advocates, promotes or otherwise encourages violence against any governments, organizations, groups or individuals or that provides instruction, information or assistance in causing or carrying out such violence;

- Introduces viruses, worms, Trojan horses, spyware or other harmful code;
- Posts or displays any content, including any image, that infringes, misappropriates or otherwise violates the intellectual property rights of others, including authors, artists, or photographers;
- Sells or promotes any products or services that are unlawful in the location at which the content is posted or received;
- Provides, sells or offers to sell any of the following products or content (or services related to the same):
 - Pornography or illicitly pornographic sexual products, including but not limited to adult magazines, video and software, escort services, dating services, or adult “swinger” promotions; provided, however, the foregoing prohibition shall not apply to established retail home-based party businesses;
 - Illegal drugs and contraband that are unlawful in the location at which the content is posted or received;
 - Illegal goods, pirated software or media; or
 - Instructions on how to assemble or otherwise make bombs, grenades or other weapons;
- Provides, sells or offers products, services or content frequently associated with spam, such as:
 - Online and direct pharmaceutical sales, including but not limited to health and sexual well-being products, prescription and counterfeit drugs;
 - Work-at-home offers promoting “get rich quick,” “build your wealth” and “financial independence;”
 - Pyramid schemes or multi-level channel, network and/or referral marketing (MLM) businesses used for prospecting or recruiting;
 - DJ/nightclub, event/club promotions/party lists; or

- Markets to third party voter registration lists or party lists obtained in which the specific candidate did not collect explicit consent;
- Make use of a third party unsubscribe source, unless that source connects to your account via the Qikli API. Only the options provided by Qikli may be used for subscription management
- Uses any image we make available in connection with our products or services in a way that places any person depicted in the image in a way that a reasonable person would find offensive, including the use of images (i) in pornography or sexual products; (ii) in ads for tobacco products in a manner that suggests any such person is a user of tobacco products; (iii) in connection with political endorsements in a manner that suggests any such person is a supporter of a particular politician; (iv) in advertisements and/or promotional materials for pharmaceutical, healthcare, herbal or medical products if such the use implies that the depicted person suffers from a physical or mental infirmity, ailment or condition; or (v) in any manner that is libelous, defamatory, scandalous, threatening, or harassing;
- Uses any image we make available in connection with our products or services as a trademark, service mark, or logo; or
- Provides content or communicates with subscribers for the primary purpose of affiliate marketing, including but not limited to communications where there is no direct relationship with the product other than affiliate commissions, communications that contain multiple disparate affiliate links, or communications sent for the primary purpose of affiliate commissions. This prohibition would not apply to communications that include occasional affiliate links or links to products that are related to the business establishing the Qikli account.

In the event that you engage in any of the activities listed above, in our sole discretion, we reserve the right to terminate your access to or use of the Qikli Services, disable your Qikli account or access to our products and services, and remove all or a portion of your content, in each case at any time, with or without notice and without refund. We may, in our sole discretion, also report your activity to the applicable legal authorities or third parties for abuse or fraud prevention.

In addition, Qikli reserves the right to prohibit the use of the Qikli Services by any User in its sole discretion.

Complaints

Complaints are received from a variety of sources, including messages reported as spam through feedback loops at ISP's, complaints sent using the report-it link in your email campaigns, and messages sent to abuse@Qikli.com.

If you receive a number of complaints from feedback loops, ReportIt or abuse reporting systems equal to or greater than our allowable limit, have an excessive number of bounces on a campaign, or appear to have violated the terms of this Anti-Spam and Restricted Content Policy or our Terms of Use, sending from your account will be disabled, and you will be required to provide proof of opt-in and/or compliance with the local Laws and Regulations for your lists before you will be allowed to continue sending and using the Qikli Services. You may also be required to take additional action as requested by our compliance team before you will be allowed to resume sending. If you are unable to show that customers have opted-in to our satisfaction, your account will be closed and any pre-paid fees or time will be forfeited.

Qikli reserves the right to change or modify this statement at any time. Any questions or concerns about your use of the Qikli Services can be emailed to customercare@Qikli.com

Liability

Users are responsible for lawfully using the Qikli Services. Users shall be solely liable for their unlawful use of the Qikli Services, and Users agree to indemnify and hold Qikli harmless against and pay all losses, costs, damages, or expenses, which Qikli may sustain or incur (including legal fees) on account of User's unlawful use of the Qikli Services, including but not limited to sending CEM's contrary to the Ghana's Laws and Regulations.