

## Memberium Partner Terms and Conditions Applicable to Master Partner Agreement

Note: Memberium is the company known as “Castle Mountain Limited, a Delaware Limited Partnership, dba Memberium” and hereby will be referred to as "Memberium" through the rest of this document...

*These Partner Terms and Conditions supplement Memberium’s Master Partner Agreement (which, together with all addenda and attachments thereto as well as these Partner Terms and Conditions, we will call the “Agreement”). If you have not entered into a Master Partner Agreement with Castle Mountain Limited, a Delaware Limited Partnership, dba Memberium and wish to do so, please contact [partners@memberium.com](mailto:partners@memberium.com) to begin that process.*

1. Definitions. If a term is defined in the Master Partner Agreement and is capitalized in this document, it corresponds to that same defined meaning in these Partner Terms and Conditions.
2. Rules of Engagement. Requirements regarding lead registration, Partner assignments, sales activities and eligibility for commissions, other payments, and benefits are set forth in Memberium’s current “Rules of Engagement” (sometimes referred to as “ROE”), which are designed for each Partner Program. The current ROE for each Partner Program is posted in your Partner Member Area. Partners will conduct their business according to the current applicable ROE. In the event there is a discrepancy with regard to commissions or service payments, Memberium will determine an outcome in accordance with applicable ROE.
3. Documentation. Memberium Partners need to follow good business practices by keeping thorough records and documentation of client contracts, completed services, client payments, and authorizations. At times, Memberium may request documentation from Partners. Failure to provide proper documentation may result in termination of Program eligibility and associated benefits.
4. Engagement and Promotional Standards. Memberium Partners must follow Memberium’s Core Values and should be professional, courteous, responsive and timely when engaging with Memberium customers and employees. Memberium Partners will ensure that their marketing and service activities follow Memberium’s Core Values, adhere to professional and industry standards, are consistent with Memberium’s messaging, do not misrepresent Memberium, and comply with all applicable laws, rules and regulations. Partners will not use marketing that compares their services to Memberium services with regard to pricing, speed or quality. Memberium reserves the right to assume ownership of any Memberium licenses purchased by the Partner for resale if Partner is in breach of the Agreement or has engaged in any fraudulent activity, including, but not limited to, cookie stuffing, cloaking, or forcing pop-ups.
5. Commissions

- a. Payment. Commissions are paid in US dollars only. Commissions are calculated on the purchase price, not the advertised price. Partners will receive commissions through PayPal. Memberium is not responsible for any fees charged by PayPal. As required by US tax regulations, Memberium must receive either (i) a US Internal Revenue Service (IRS) Form W-9 (for individual or company within the United States) or (ii) a US Internal Revenue Service (IRS) Form W-8 or W-8BEN-E (for individual or company outside the United States) for any person or company receiving commissions, even if that person or company resides outside the US.
- b. Time of Payment. Commissions for Memberium software sales will be paid on or before the last day of the month following each month in which a customer pays in full for a Commissionable license. Should the last day of the month fall on a weekend or Memberium US holiday, commissions will be paid the next business day following the weekend or holiday. If the amount of the Commission due to the Partner in any given month is less than USD \$20, Commissions will not be paid until the amount due to the Partner exceeds USD \$20 or upon the termination of Partner's relationship with Memberium, whichever comes first.
- c. Refunds and Claw Backs. Memberium subscription fees are nonrefundable. Under the rare circumstance that a customer cancels the monthly Subscription before 30 days have elapsed from the date of initial purchase, Memberium may claw back the associated commissions paid to Partner. Any resulting amounts owed to Memberium by Partner may, in Memberium's sole discretion, be deducted from the balance of any commissions earned by Partner that are unpaid as of the date Memberium claws back the commission associated with the cancelled Subscription. Alternatively, Memberium, may, in its sole discretion, invoice Partner for any commission Memberium paid Partner, which was associated with a cancelled Subscription, and Partner agrees to pay such invoice promptly.
- d. Error Claw Backs. In the event a commission is paid to Partner in error, Memberium reserves the right to claw back such commissions for a period of up to 90 days from the sale date (the "Error Claw Back Period"). Any resulting amount owed to Memberium by Partner may, in Memberium's sole discretion, be deducted from commissions earned by Partner that are unpaid as of the date Memberium claws back the commissions paid in error and may be deducted in monthly installments if Partner so requests. If no commissions are owed by Memberium to Partner during the Error Claw Back Period then expires. In addition, Memberium may, in its sole discretion, deduct any commissions paid in error from commissions earned by Partner after the expiration of the Error Claw Back Period so long as Memberium has invoiced Partner for the commission paid in error before the expiration of the Error Claw Back Period.
- e. Withholding or Reversing Commissions. Memberium reserves the right to withhold or reverse commissions if Partner is in breach of the Agreement or

has engaged in any fraudulent activity, including, but not limited to, cookie stuffing, cloaking, or forcing pop-ups. Memberium may also withhold or reverse commissions if Partner has outstanding overdue invoices owed to Memberium.

- f. Commissionable Items. Partner will be eligible to receive commissions for sales of Commissionable Items only. Memberium's current Commissionable Items listing is included in the ROE.
6. Trademarks. Memberium hereby grants a non-exclusive, non-transferable, limited license to use Memberium "Marks" (trademarks, logos, and related images) as provided under a Memberium Partner Program. Use of the Marks is limited to your participation in that Program, will inure to the benefit of Memberium, and must conform with our published trademark usage guidelines, found at [www.memberium.com/legal/trademark-usage](http://www.memberium.com/legal/trademark-usage), which we may update from time to time. If you receive a notice from Memberium letting you know your use of the Marks is not compliant, we expect you to cooperate fully and promptly to ensure your use becomes compliant. To protect our Marks, Memberium retains the right to revoke this license at any time. Specifically, **Memberium does not permit the use of the Marks to promote or use for search engine ranking or ad word purchases.**
  7. Intellectual Property. Any Memberium Solutions and our other intellectual property that we provide you in connection with a Program, and all associated intellectual property rights, are provided for your use as Partner only and will remain the sole and exclusive property of Memberium and its licensors.
  8. Paid Advertising
    - a. Advertising and Branding Guidelines. If a Partner would like to use any of Memberium's brand features (available in the Partner Membership Area) on its website, in an ad, in an article, book or any other medium, or reproduce them anywhere else the Partner must use official sources files and use them properly. Partners may not do any of the following without Memberium's written permission: (i) Use Memberium's logos or other intellectual property files in a manner other than as that file was provided by Memberium (i.e., manipulation of logos, etc.); or (ii) use Memberium's intellectual property in a manner that's not authorized per the guidance provided here and elsewhere in the Partner Membership Area. Please email [partners@memberium.com](mailto:partners@memberium.com) for authorization.
    - b. Advertising Guidelines. Memberium allows Partners to use the Memberium brand name and marketing material provided in the Partners Member Area to advertise and promote the Partner's services and business, subject to Memberium's guidelines. That said, when it comes to advertising including television, radio, print, digital, social, pay-per-click (PPC) or otherwise, in order to minimize the impact on Memberium's native marketing efforts and allow everyone to be successful, Memberium

reserves certain paid advertising activities for Memberium use only. Memberium allows Partners to use the Memberium brand name and marketing materials provided in the Partner Membership Area only to advertise and Partner services and business, subject to Memberium's guidelines.

- c. Ad Copy. Partner ads must remain in compliance with trademark guidelines. Ads using Memberium's trademarks or other intellectual property cannot offer a discount to Memberium's products, as this is viewed as devaluing the product Memberium offers. An ad can use Memberium's trademarked terms in its text only if one or both of these conditions are true: (i) the ad text uses the term descriptively in its ordinary meaning rather than in reference to the trademark, or (ii) the ad is not in reference to the goods or services corresponding to the trademarked term.
- d. Landing Pages and Destination URLs. Landing pages and destination URLs for paid advertising must comply with the following guidelines:
  - i. Website landing pages used in ads may not:
    1. include Memberium in the domain name or subdomains
    2. mention or compare Memberium to its competitors
    3. copy assets from Memberium.com or any domain properties owned by Memberium except supplied through the Partner Members Area
    4. appear or claim to be Memberium, or any of its website properties
    5. have redirect links to the Memberium website
  - ii. Partners may not, under any circumstance, advertise as Memberium, use redirect links, or copy or use any Memberium website properties anywhere with the Partner's ad. Ads must go to Partner pages to drive traffic to the Memberium site. Display and destination URLs within Partner's ad copy may not include Memberium's trademark terms.
- e. PPC Advertising Campaigns. Memberium Partners are not permitted to purchase search engine or other paid advertising keywords (such as digital, social, pay-per-click (PPC) or otherwise) or domain names that use "Memberium," any other Memberium trademarks, and/or any variations or misspellings of any of them, other than explicitly outlined within the Partner Member Area.
- f. Violations. Violating any of the conditions in this Section 8 may result in revocation of Partner's right to advertise in any capacity. More than two violations may result in removal from the Partner Program. Memberium reserves the right to revoke a Partner's ability to use its Trademark terms or other intellectual property and at any such time, Partner agrees to remove all

paid advertising ads that utilize Memberium's trademark in order to comply with Memberium's policy within two business days. Failure to comply will result in removal from the Partner Program.

9. Confidential Information. If we sign a separate confidentiality agreement with you governing our Partner relationship, that agreement will apply, and this Section 9 will have no effect.
- a. Definitions. "Confidential Information" includes End User Data (as defined below) as well as any and all other materials, data and information of a confidential nature, either marked as such or that the receiving party knows or should know that the other party regards as confidential. "End User Data" means any materials, data and information provided to a party by an end user of the Memberium software, including any data otherwise captured or generated by such software. Confidential Information may be communicated orally, in writing or in any other recorded or tangible form.
  - b. Protections. Neither party is permitted to make use of, disseminate, or in any way disclose Confidential Information except as necessary for its performance under a Program. Each party agrees to treat Confidential Information with the same degree of care as it accords to its own confidential information, but in no event less than reasonable care and may disclose Confidential Information only to those of its employees and consultants who need to know such information and who have agreed in writing to protect such Confidential Information to at least these same standards. If one party intentionally or through gross negligence violates this paragraph with respect to the other party's End User Data, such other party may immediately terminate the Agreement and all Program Addenda in addition to any remedies provided herein.
  - c. Exceptions. The receiving party's obligations under this section will not apply to information that such party can document:
    - i. is or becomes generally available to the public through no fault or breach of that party;
    - ii. was in that party's possession free of any obligation of confidence at the time it was communicated to that party by the disclosing party, or at a later time is rightfully received by that party from a third party without restriction and without breach of any obligation owed to the disclosing party; or
    - iii. was developed by employees, agents, or consultants of that party independently of and without reference to any information communicated to that party by the disclosing party.

## 10. Limited Warranties

- a. By Partners. You warrant that you will: (i) perform your obligations hereunder and otherwise conduct your business in a manner that reflects favorably upon Memberium, the Solutions and the Marks; and (ii) refrain from deceptive, misleading or unethical business practices of any kind.
- b. By Memberium. Memberium warrants that it will use reasonable commercial efforts to provide the benefits it has promised to provide in a professional manner. Any Solutions and Software provided by us are subject to the warranty provisions contained in the separate Memberium published terms of use for such items.
- c. Disclaimer. Except for the foregoing limited warranties, and to the maximum extent permitted by law, Memberium disclaims all other warranties, express, implied, or statutory (including warranties of merchantability, fitness and non-infringement), related to the benefits, solutions and services provided under a Program Addendum.
- d. No Separate Warranties. Neither Partner, nor any of its employees or agents, has any right to make any representation, warranty, or promise to any third party on behalf of Memberium that is not (a) contained in Memberium standard published terms, or (b) specifically authorized in writing by Memberium.

11. Effect of Termination of Program and/or Agreement. Upon termination of the Agreement, all Programs automatically will terminate unless we've agreed otherwise in writing. However, the termination of one or more Programs will not automatically result in the termination of the Agreement. Upon termination of the Agreement or any Program Addendum, all related licenses automatically terminate, and all related Confidential Information and materials must be returned or destroyed unless they are needed for use under a remaining Program. All terms in the Agreement relating to confidentiality, intellectual property and indemnification shall survive termination of the Agreement or any Program Addendum for any reason.

## 12. Indemnification<sup>1</sup>

- a. By Memberium. If a third party brings a claim, demand, suit, or proceeding (each, a "Claim") against you alleging that:

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<sup>1</sup> General definition of "indemnify," from Cornell's Legal Information Institute – provided as general information and not legal advice: "To indemnify another party is to compensate that party for loss or damage that has already occurred, or to guarantee through a contractual agreement to repay another party for loss or damage that occurs in the future." (see <https://www.law.cornell.edu/wex/indemnify>)

- i. the authorize use of the Solutions, or
  - ii. any content origination with Memberium and published by Memberium on the Memberium Partner Listing page, infringes, misappropriates or violates any intellectual property of a third party, we will defend, indemnify and hold you harmless against any loss, damage or costs (including reasonable attorneys' fees) ("Indemnified Amounts") incurred in connection with such Claims made or brought against you by that third party.
- b. By Partner. If a third party brings a Claim against Memberium alleging:
- i. that any data, materials or information provided by you, or your use of the Solutions in violation of the Agreement, or your products or services, infringe, misappropriate or violate any intellectual property rights of, or that you have otherwise violated applicable law with respect to, that third party; or
  - ii. your breach of any representation, warranty, or agreement relating to your products and services; or
  - iii. a breach of any warranty or representation made by you or your agents that differs from any warranty provided by Memberium for the relevant service or Solution; then you will defend, indemnify and hold Memberium harmless against any Indemnified Amounts incurred in connection with such Claims made or brought against Memberium by that third party.

### 13. Limitations of Liability

- a. Limitations. The parties agree to the following limitations, which they also agree do not apply to either party's indemnification obligations agree to in Section 12 above:
- i. In no event will either party be liable to the other party for any incidental, indirect, special, consequential or punitive damages, regardless of the nature of the claim, including, without limitation, lost profits, business interruption, lost or damaged data or documentation or liabilities to third parties arising from any source, even if such party has been advised of the possibility of such damages. This limitation is intended to apply without regard to whether other provisions of the Agreement have been breached or have proven ineffective; and

- ii. The cumulative liability of a party for all claims arising from or relating to the Agreement including, without limitation, any cause of action sounding in contract, tort, or strict liability, shall not exceed the greater of (A) all commissions and royalties paid or payable by Memberium to Partner under the Agreement or (B) the total amount of all the fees having been paid to Memberium by Partner under the Agreement, in each case during the 12-month period preceding the event giving rise to the relevant liability.
- b. Essential Basis. The disclaimers, exclusions and limitations of liability set forth in the Agreement form an essential basis of the bargain between the parties and shall apply even in the event of a failure of their essential purpose.

#### 14. Miscellaneous

##### a. Dispute Resolution

- i. Governing Law and Venue. For Partners location in the US, the Agreement and each Program Addendum are governed in accordance with the laws of the State of Utah and controlling US federal, and any disputes, actions, or claims arising out of the Agreement or a Program Addendum will be mediated or arbitrated, as described further below, in Salt Lake City, Utah. For Partners located outside the US, the Agreement and each Program Addendum are governed in accordance with the laws of England and Wales, and any disputes, actions, or claims arising out of the Agreement or a Program Addendum will be mediated or arbitrated, as described further below, in London, England.
- ii. Mediation. If a dispute arises from or relates to the Agreement or the breach thereof ("Dispute"), and if the Dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the Dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration.
- iii. Arbitration. The parties further agree that any Dispute remaining unresolved by mediation shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Disputes shall be heard by a single arbitrator. If the Dispute is less than USD\$100,000 there shall be no discovery other than the exchange of documents. If the Dispute is USD\$100,000 or more, discovery shall consist of no more than three depositions of four hours'

duration each or less, for each party. The arbitration will be based on the submission of documents and there shall be no in-person or oral hearing. The award shall be made within three months of the filing of the notice of intention to arbitrate (demand), and the arbitrator shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by the arbitrator for the good cause shown, or by mutual agreement of the parties. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator shall not award consequential damages in any arbitration initiation under this section. The prevailing party shall be entitled to an award of reasonable, actually incurred attorneys' fees. If the Dispute is USD\$100,000 or more, the award of the arbitrator shall be accompanied by a reasoned opinion. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

- b. Cooperation on Disputes. Partner and Memberium agree to cooperate regarding any inquiry, dispute or controversy in which either or both parties becomes involved and of which either or both parties may have knowledge, to include disclosure of relevant documents and financial information and permitting interviews of personnel, unless such cooperation may be materially detrimental to a party's legal position.
- c. Notices. Memberium will notify Partner of any revisions to a Program or its benefits or guidelines via email or via messaging through Partner Membership Area. Other communications from Memberium sent via email or Membership Area include billing notifications, notices of promotions, invitations to events, and any other matters regarding the administration of the Program excluding notices with respect to termination of a Program. Partner should submit support cases through Memberium's support channel regarding billing discrepancies and to request clarification of any policy or procedure in the Agreement or a Program Addendum. Partner will provide Memberium with an email address to receive official communications and is responsible for advising Memberium of any changes to this email address. Notices with respect to termination of a Program Addendum or the Agreement or other legal matters must be sent

certified mail (return receipt requested), by traceable commercial carrier, or by confirmed email and sent, in Partner's case, to the physical and email addresses set for the on the first page of the Master Partner Agreement, and in Memberium's case, to Memberium, partners@memberium.com.

- d. No Agency. The Agreement is not intended to and does not create any agency, legal partnership, or other form of joint enterprises between the parties, and neither party has the authority to bind or incur any obligation on behalf of the other.
- e. Severability. If a court holds any term of the Agreement to be unenforceable or invalid, that will not render the remaining terms unenforceable or invalid as a whole. In such an event, the invalidated provision will be interpreted so as to best accomplish its objectives.
- f. Waiver. A party must choose to waive, in writing, the breach of any provision(s) of the Agreement, but such a waiver is effective only when made in writing. A waiver of a provision of the Agreement does not constitute and should not be construed as a waiver of any other breach of that same provision, a waiver of the provision itself, or a waiver of any breach of any other provision.
- g. Assignment. Partner may not assign its rights or delegate its obligations under the Agreement or a Program Addendum without our prior written consent and, in the absence of such consent, any attempt to assign or delegate by you shall be null, void and of no effect. Otherwise, the Agreement shall be binding upon and inure to the benefit of both parties and their successors and permitted assigns.
- h. Marketing; Publicity. Partner consents to publication of its name by Memberium as a Partner of the Program or any applicable component thereof. Memberium authorizes Partner to include in its marketing or product distributions, marketing materials about the Memberium Solutions that Memberium has prepared and provided to Partner for this purpose. You are not permitted to alter, modify, or otherwise change any material provided by Memberium without our written consent. You may also use other marketing materials of your own to promote the Memberium Solutions, but we must approve all such marketing materials in advance in writing. Memberium has sole authority to approve any and all press releases, announcements, or similar materials mentioning Memberium. Partner has sole authority to approve the use of your name in any marketing or other materials submitted by Memberium to any public source. Neither party will unreasonably without its approval in connection with a request under this section.

- i. Compliance with Law. Partner agrees to comply with all applicable laws and regulations of its place of business in any of its dealings hereunder. The obligations set forth in the Section 14.i. shall survive termination of the Agreement.
  
- i. Export. Partner acknowledges that the Solutions and information related to the Solutions (collectively, “Technical Data”) may be subject to export control, including in some cases United States export control pursuant to the Export Administration Regulations, 15 C.F.R. Parts 768-799. Unless an appropriate license, exemption, or similar authorization has been duly obtained to our satisfaction, you agree to not, directly or indirectly, export or re-export any Technical Data to any country specified as a prohibited destination in applicable laws, regulations, and ordinances, including without limitation the Regulations of the US Department of Commerce and/or other government agencies without first obtaining such license or approval.
  
- ii. Anti-bribery. Partner acknowledges and agrees that Memberium will not tolerate in any form in connection with the conduct of its business. Partner shall comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption (“Anti- bribery Laws”), including without limitation the US Foreign Corrupt Practices Act (“FCPA”) and the UK Bribery Act; not engage in any activity, practice or conduct which would constitute an offence under the FCPA if such activity, practice or conduct has been carried out in the United States; comply with Memberium’s anti-bribery policies as may be provided by Memberium to Partner from time to time (“Anti- bribery Policies”); and not do, or omit to do, any act that will cause Memberium to be in breach of the Anti-bribery Laws or the Anti-bribery Policies. If Partner subcontracts any element of the Agreement to any person, or receives any services in connection with performance of the Agreement from any person (each such person being an “Associated Person”), Partner agrees to impose upon such Associated Person anti- bribery obligations at least as strict as those imposed upon you here. Partner is fully responsible to Memberium for the acts and omissions of each Associated Person regarding compliance with such anti-bribery obligations as if such acts or omissions were those of Partner itself.

#### 15. Approval or Rejection of Your Application

We reserve the right to approve or reject ANY Affiliate Program Application in our sole and absolute discretion. You will have no legal recourse against Memberium or anyone affiliated with Memberium for the rejection of your affiliate program application.

## 16. Reasons for Termination From Affiliate / Partner Program

Affiliate will conduct its business and activities in a manner that promotes a good, positive image and reputation for Memberium. Anyone caught violating any of the following policies will be terminated immediately from the affiliate program and any commissions owed will be forfeited. This is done at the discretion of Memberium without any legal recourse against Memberium. Limiting the generality of the foregoing, Affiliate will not:

- a. use any inappropriate form of promotional, marketing, or advertising activity with your Link or Affiliate Site. This includes use of any misleading hyperlinks and making any false, misleading, or disparaging representations or statements in regard to Memberium.
- b. engage in any unfair or deceptive trade practice in promoting Memberium as an affiliate.
- c. participate in any promotion, advertising, marketing, or sale of any imitation of Memberium.
- d. include or provide for in any Affiliate Site any page, screen, or social media platform that contains content that: advocates discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; promotes or engages in illegal activities, violates intellectual property rights of third parties, or contains or promotes deceptive information.
- e. use any Marks to mislead potential new subscribers into believing you are endorsed or employed by Memberium.
- f. use the string "Memberium" for any website domain name;
- g. spam or send bulk-emails including Links. Using your affiliate links in non-existent coupons or issuing cash back refunds using your affiliate links.
- h. use paid advertising, search, or social pages for promoting Links; and
- j. make or authorize any proposal, representation, warranty, guarantee, or communication relating to the Services that is inconsistent with Memberium's standard terms and policies, or that has not been approved or otherwise authorized by Memberium in writing.

Additionally, the following types of activities are not prohibited and will result in you being banned and terminated immediately from Memberium's affiliate program.

- Self-referrals for affiliate are strictly prohibited. You will not be awarded commissions for orders placed by yourself. This will be tolerated if it is an order placed for a client.

- You will not be banned from the affiliate program if this happens, you just won't earn commissions for any self-referral orders. It is at Memberium's discretion to decide what is acceptable or not.
- Posting discount codes, or any type of coupon code for Memberium on any coupon directory type of site is not acceptable. Memberium does not issue these codes to our customers. Anyone posting any type of discount or coupon code that hasn't been approved directly by Memberium will be terminated and banned from Memberium's affiliate program with a complete forfeit of any commissions you are owed.
- Affiliate partners will not use any of their affiliate links to offer any type of discount, cash back offer or provide any type of coupon code that is not provided by Memberium directly. Doing any of these things will result in you being banned from the program with a complete forfeit of commissions.
- Sites that promote violence, adult, hate, illegal activities or other related sites are not allowed. Anyone caught posting affiliate links on any type of these sites will be immediately terminated and banned from Memberium's affiliate program with a complete forfeit of commissions.
- You cannot SPAM. We'll terminate your account on the first offense of SPAMMING. Do not send email to lists or groups that you do not have permission to send to.