

ASSURANCE OF VOLUNTARY COMPLIANCE

In the matter of

TMone, L.L.C.,

Respondent.

The undersigned state and agree as follows:

1. The State of Iowa *ex rel.* Thomas J. Miller, Iowa Attorney General, enters into this Assurance of Voluntary Compliance (“Assurance”) with TMone, L.L.C. (“Respondent”) to resolve the Attorney General’s concerns regarding Respondent’s compliance with Iowa Code § 714.16, the Iowa Consumer Fraud Act (“CFA”), in connection with the provision of marketing lists that include Iowa residents to marketers under circumstances that suggest that such marketers intend to use such lists in a manner that would violate the CFA. “Marketing list” for purposes of this Assurance refers to a list of individuals to whom a user of the list intends to advertise, sell, rent, or otherwise market any goods or services.

2. Respondent has agreed to enter into this Assurance in order to resolve all issues raised during the Attorney General’s inquiry into Respondent’s conduct regarding marketing lists. Respondent is entering into this Assurance solely for the purposes of settlement and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law or of any other matter of fact or law, or of any liability or wrongdoing, all of which Respondent denies.

3. The Effective Date of this Assurance is the date of the last signature below.

IT IS THEREFORE AGREED that Respondent and Respondent’s employees, successors and assigns shall comply with the CFA in connection with the sale or rental of marketing lists.

Without limiting the foregoing, this Assurance requires Respondent to ascertain the nature of a list's intended usage prior to rental, sale, exchange, or transfer of the list, sufficiently to make an informed judgment about whether the intended use of the list would involve misleading, deceptive, or fraudulent conduct or conduct that would otherwise violate the CFA ("impermissible use"), and to not rent, sell, exchange, or transfer the list for an impermissible use. Respondent's intent to comply with this Assurance may be evidenced by language in a purchase agreement or invoice indicating that a purchaser agrees that its intended use of the rented, sold, exchanged or transferred list does not violate the CFA (see Attachment 1 to this Assurance), and by Respondent's adoption of a Data Sales SOP prescribing pertinent safeguards (see Attachment 2 to this Assurance).

IT IS FURTHER AGREED that Respondent may apply in writing to the Consumer Protection Division to terminate this agreement at any time after three (3) years from the Effective Date, and assent to termination will not be unreasonably withheld by the Attorney General.

IT IS FURTHER AGREED that Respondent pay within five (5) days following the Effective Date to the Iowa Attorney General the sum of \$2,500.00, to be deposited into the fund created by Iowa Code § 714.16C and used by the Attorney General for consumer litigation and education. No part of this payment shall be deemed a penalty of any kind.

IT IS FURTHER AGREED that a violation of this Assurance is deemed a violation of the CFA for purposes of enforcement by the Attorney General, and that in any enforcement action in an Iowa District Court in which one or more violations of this Assurance are established by the Attorney General by a preponderance of the evidence, the Court shall apply the remedies provided in the CFA, in addition to any other remedies provided by law. Respondent shall comply with reasonable requests from the Attorney General for information relating to compliance with this Assurance.

IT IS FURTHER AGREED that this Assurance constitutes a complete settlement and release by the State of Iowa of all claims for violation of the CFA in connection with the sale, rental, exchange and/or transfer of marketing lists that arose before the Effective Date, including the claim that was asserted by the Attorney General against Respondent.

The undersigned who have the authority to consent and sign on behalf of Respondent and the Attorney General of Iowa hereby consent to the form and contents of this Assurance.

Date: 9/30/15

Marcy Sacim
[printed]
for TMone, L.L.C.

Date: 10/2/15

John G. Daufeldt
Attorney for Respondent

Date: 10/9/15

Steve St. Clair
Assistant Attorney General

TMone, LLC

8014 Bayberry Road
Jacksonville, FL 32256
904-680-2591

Invoice # xxxxxx

Date: x/xx/xxxx

XXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX	Ship To: xxxxxx@xxxxxxxxx P: F:
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ADVISOR NAME	SHIP VIA	TERMS	FORMAT	PAYMENT TYPE	USAGE TERMS
xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx	

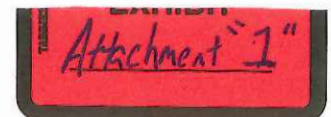
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
xxxxxx	Consumer Leads Gender: Age: Income: Geography: Campaign: Offer:	\$xx.xx	\$xxx.xx
	Standard Processing & Delivery Fee	--	\$00.00
	One Time Suppression Fee (file provided)	--	\$00.00
	Discounts/Coupons/Exemptions	--	-\$00.00
TOTAL DUE			

Terms and Conditions: Purchaser agrees to pay the above amount according to the card issuer agreement. The amount is due upon receipt and a finance charge of 1.5% per month shall be added to the balance due to the extent that the balance is not paid within thirty days from the invoice date. The post-sale obligation of TMone, LLC, its subsidiaries, agents, or affiliated companies, including Discount-Lists (collectively, TMone) with regard to this transaction is limited to replacing data to the extent that the list(s) supplied according to this invoice (Lists) have less than a 90% postal deliverability and 85% phone connection rate upon provision of a full disposition report of all the data within 90 days of purchase (hand written dispositions will not be accepted). Otherwise, the parties acknowledge that the Lists are provided on an "as is" basis, that the Lists may contain cell phone numbers, and no other representations and warranties, either express or implied, including their fitness for a particular purpose, their merchantability, and/or non-infringement apply to the Lists or this transaction. While we do not guarantee the results of our products, we try hard to address anyone that is unsatisfied. Due to the perishable nature of our products and services, all sales concerning this invoice are bound to these stated terms and conditions. Purchaser will at no time dispute or chargeback any charges for products and services performed as stated in an invoice. Purchaser is aware that it is solely responsible to comply with federal and state Do No Call and/or Do Not Email lists and suppression requirements (collectively DNC) and that the Lists are not necessarily DNC compliant. In consideration for receiving the Lists, Purchaser agrees to defend, indemnify and hold harmless TMone and all of its officers, directors, employees, agents, successors and assigns from any and all claims, demands, causes of action, liabilities, costs, expenses, attorney fees, and/or the like arising out of Purchaser's use, distribution, transfer, sale, and/or ownership of the Lists regardless of the legal theory advanced and/or damages claimed, including, but not limited to the failure, whether knowingly and intentionally or not, of the Purchaser to comply with any applicable laws, rules or regulations. Purchaser agrees that its use of the Lists is not intended to violate Iowa's Consumer Fraud Act. Purchaser further agrees to pay all expenses, including attorney fees, TMone incurs in enforcing this invoice. This Invoice shall be governed by the laws of the State of Iowa. Any dispute concerning the construction or interpretation of this Invoice or the remedies for any breach thereof shall be submitted to arbitration in Johnson County, Iowa in accordance with the rules and requirements of the American Arbitration Association. However, for the limited purpose of collecting an amount due under this invoice, TMone may bring an action in state or federal court in (or with jurisdiction over) Johnson County, Iowa, and the parties agree that said courts are a convenient and appropriate forum. Updated 09/28/15.

Approval Signature: _____

Date: _____

WE APPRECIATE YOUR BUSINESS NOW AND IN THE FUTURE!



TMONE, LLC DATA SALES SOP

Purpose:

To reasonably ensure compliance with Iowa Code § 714.16, the Iowa Consumer Fraud Act ("CFA") or any other similar law, associated with the sale, renting or the otherwise marketing of data lists, particularly those data lists that include information about Iowa residents and under circumstances that suggest that purchasers of the data lists may intend to use such lists in a manner that could violate the CFA. (the "Data Sale").

Frequency:

Indefinite and subject to change depending on business necessity and continuity.

Process:

Upon receiving notification from a potential/current customer, the sales agent will request the following information from the potential/current customer in order to maintain the necessary levels of safeguard between TMone, the purchaser and the consumer:

- How does the purchaser intend to use the Data Sale lists? Based on the information provided, an informed judgement will be made as to whether the intended use of the list would involve misleading, deceptive, or fraudulent conduct or conduct that could violate state/federal law.
- What goods or services will be marketed to the consumers inclusive of the list? Provide, where applicable, all marketing material that will be used when contacting the consumers on the list.
- Receive verbal and written verification that the purchaser will not be using the data illegally/fraudulently. The customer must sign and agree to the terms and conditions of the purchase agreement (language on the invoice) prior to commencing the final purchase. If there is not a signed invoice for the specific data being sold, the transaction will not continue until the invoice is signed by the purchaser.

Upon receipt of the information above and after an informed decision has been made by the executive team to move forward with the Data Sale, the sales agent will save all necessary documentation indefinitely in order to maintain the compliance standard set forth in this SOP. The list/data will then be provided to the customer as agreed upon and pursuant to invoice.

Attachment 2"