



## Terms & Conditions

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### SECTION 1

#### DEFINITIONS OF TERMS USED IN THESE TERMS & CONDITIONS

"MailWizz365" means the UK limited company MailWizz365 Limited (Registered Number xxxx) whose registered office is at XXXUnited Kingdom.

"MailWizz365 Service" means a service or services operated by MailWizz365.

"Authorised Representative" means a person who has the authority to act on behalf of a Party in matters relating to these Terms & Conditions.

"Business Hours" means the period, in UK local time, between 8.00am and 18.00pm inclusive on Monday, Tuesday, Wednesday, Thursday and Friday of every week excluding those days officially designated as Public Holidays in England.

"Business Day" means any day defined as containing Business Hours.

"Due Date" means the date on which MailWizz365 expects to receive payment from a Subscriber for invoices MailWizz365 has issued under these Terms & Conditions.

"Free Trial" means access to a MailWizz365 service by a Potential client at no charge for a specific period of time or until the Potential Client has sent a specific number of emails.

"Invoice Date" means the date on which the MailWizz365 issues an invoice and is shown on the invoice as the Invoice Date.

"Out of Hours" means any time outside of those times defined as Business Hours.

"Overdue Date" means the date on which the payment of an invoice due by a Subscriber to MailWizz365 under these Terms & Conditions will be considered late and overdue if such payment has not been received by MailWizz365.

"Paid Up" means the condition where there are no overdue invoices that MailWizz365 has issued to a Subscriber for a Subscription Period.

"Party" means either MailWizz365 or a Subscriber.

"Potential Subscriber" means any company, organisation or individual using a MailWizz365 Service for no charge during a Trial Period.

"Subscriber" means any company, organisation or individual paying to use a MailWizz365 service.

"Subscription" means the right to have access to a MailWizz365 Service.

"Subscription Fee" means the amount of money a Subscriber must pay to MailWizz365 to access a MailWizz365 Service for a period of one calendar month.

"Subscription Period" means the period between one and twelve calendar months for which a Subscriber is charged for access to a MailWizz365 Service.

"Terms & Conditions" means all the sections and clauses that comprise this MailWizz365 Terms & Conditions document.

"Trial Period" means the period of time during which MailWizz365 provides a Free Trial Service to a Potential Subscriber at no charge.

"Written Notification" means a statement sent by a Party's Authorised Representative which is conveyed to the other Party by email.

## SECTION 2

### TERMS AND CONDITIONS OF THE MAILWIZZ365 EMAIL SERVICES

1. The Subscription Fee to access a MailWizz365 Service are those shown on this web page: <http://mailwizz365.co.uk/pricing.html>.

The Invoice Date for each Subscription Fee is the first day of the Subscription Period specified in the invoice. The Due Date for each Subscription Fee is 15 days after the Invoice Date and the Overdue Date for each Subscription Fee is 30 days after the Invoice Date. The acceptable payment methods for paying the Subscription Fee are by standing order, electronic funds transfer, an on-line payment service specified by MailWizz365 or a company cheque. If payment is made by company cheque the Subscription Fee is considered to have been paid when MailWizz365 receives the cheque.

MailWizz365 will not add any surcharge to the Subscription Fee if it is paid using any of the acceptable payment methods.

The Subscription Fee shall be the same amount for every calendar month Subscription Period irrespective of the number of days or Public Holidays contained in the Subscription Period.

2. The Subscription Fee amount is exclusive of Value Added Tax (VAT) and MailWizz365 will charge VAT on all Subscription Fee payments in accordance with UK Government Regulations.

3. By paying to MailWizz365 a Subscription Fee a Subscriber is deemed to have agreed to be bound by these Terms & Conditions. By accepting a Subscription Fee payment from a Subscriber MailWizz365 is deemed to have agreed to be bound by these Terms & Conditions. By participating in a Free Trial a Potential Subscriber is deemed to have agreed to be bound by these Terms & Conditions. By granting a Potential Subscriber a Free Trial, MailWizz365 is deemed to have agreed to be bound by these Terms & Conditions.

4. If a Subscriber has not paid an invoice to renew their subscription and the invoice has become Overdue then MailWizz365 may suspend their account. MailWizz365 will keep any data that a Subscriber has stored on MailWizz365's servers for a period of 30 days after the Due Date and allow the Subscriber full access to their data in order to make a copy.

A Subscription will be considered to have lapsed at the start of the next Business Day following the Overdue Date of any invoice for which MailWizz365 has not received a payment.

5. A Subscriber may unsubscribe from an MailWizz365 service at any time and for any reason by giving 30 days Written Notification to MailWizz365 and if there is any period that the Subscribers has been using MailWizz365 services for which no invoice has been issued then MailWizz365 will issue to a Subscriber a final invoice for an amount equal to the Subscription Fee multiplied by the number of full and partial month periods that the Subscriber has been using MailWizz365's services without being invoiced, excluding any Trial Period.

MailWizz365 will refund any pre-paid charges for any complete month periods after the cancellation date.

6. MailWizz365 can decline an application to become a Subscriber or Potential Subscriber without having to provide any reason. At any time and for any reason MailWizz365 can end a current Subscription by giving a Subscriber 30 days Written Notice of its intention to do so. MailWizz365 will refund any pre-paid charges for any full or partial month periods after the cancellation date and will keep any data that a Subscriber has stored on MailWizz365's servers for a period of 30 days after the cancellation date and allow the Subscriber full access to their data in order to make a copy.

7. MailWizz365 may immediately suspend an account for any breach of the MailWizz365 Acceptable Use Policy which is shown on this web page:

<http://mailwizz365.co.uk/tos.html>

8. MailWizz365 Services are available only to Subscribers and Potential Subscribers who can form legally binding contracts under applicable law. Without limiting the foregoing, the Services are not available to individuals under the age of 18. If you do not qualify then do not use the MailWizz365 Services.

9. The number of email messages sent by a Subscriber is metered by MailWizz365. MailWizz365 accounts allow you to send up to a fixed number of email messages per month which varies depending on the type of account. If a Subscriber sends 110% of the maximum number of emails assigned to their account in 3 consecutive months or sends 200% of the maximum number of emails assigned to their account in one month MailWizz365 can make an additional charge to the Subscriber or place limitations on the Subscriber's account. Unused email allowance does not carry over from month to month.

10. MailWizz365 shall diligently maintain and operate a communications infrastructure capable of allowing MailWizz365 to receive and respond to Subscriber requests within the time periods specified in MailWizz365 Service level Agreement document located here: <http://www.MailWizz365.co.uk/MailWizz365sla.pdf>

11. MailWizz365 shall treat with confidence and not disclose to any third party at any time any details of the operation of a Subscriber's business, or data or other information that is stored on MailWizz365's servers.

12. MailWizz365 shall make its best efforts to, but shall not be liable for any loss resulting from failure to, ensure that:

- a) all genuine emails sent to email addresses operated by a Subscriber and which pass through MailWizz365's servers arrive at their intended destination;
- b) all emails sent by a Subscriber using a MailWizz365 account are delivered to the appropriate destination mail-server;
- c) all email and related data stored by a Subscriber on a MailWizz365 server is protected from being lost by whatever cause.

13. MailWizz365 keeps backups of the data on its servers but does not keep any historical or point-in-time backups of this data and it is therefore the responsibility of a Subscriber to perform any additional backups that a Subscriber requires.

Emails and other related items which are deleted from the Deleted Items folder or hard-deleted from any other folder of a mailbox by a user of the system are not retained and cannot be recovered after the item has been deleted.

14. MailWizz365 reserves the right to make any changes to these Terms & Conditions at any time. By displaying updated versions of the Terms & Conditions at the MailWizz365.co.uk website, or otherwise providing notice to you, MailWizz365 may modify the Terms & Conditions and may discontinue or revise any or all other aspects of the MailWizz365 Services at its sole discretion. All such changes shall become effective upon displaying the revised Terms & Conditions concerning the MailWizz365 Service.

15. The invalidity, illegality or unenforceability of any provision of these Terms & Conditions shall not affect or impact the continuation in force of the remainder of these Terms & Conditions.

16. Save in respect of death or personal injury resulting from a Party's negligence, neither Party shall in any circumstances be liable to the other for loss of profits, business or contracts or any other indirect or consequential loss caused in any way by some act, omission, or misrepresentation (excluding any fraudulent or negligent misrepresentation) committed in connection with these Terms & Conditions (whether arising from negligence, breach of contract or howsoever), even if such loss was reasonably foreseeable or if one Party had advised the other of the possibility of such loss.

17. These Terms & Conditions do not affect the statutory rights of either Party.

18. These Terms & Conditions shall be governed by and construed in accordance with the laws of England and the Parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

19. All wording in these Terms & Conditions shall be interpreted according to its simple and fair meaning.

20. This document constitutes the entire Terms & Conditions between MailWizz365 and a Subscriber and these Terms & Conditions supersede all prior Terms & Conditions. In particular nothing said by any representative or agent of either Party should be understood as a variation of these Terms & Conditions.

October 2017