

## 1. DEFINITIONS

- 1.1 Definitions in the Supplier's Core Terms shall be inherited and therefore apply to words and phrases in these Supplementary Terms;
- 1.2 In these Supplementary Terms, these additional words and phrases have specific meanings:
  - "Plan" means the MailMachine email marketing plan selected by the Customer upon Application;
  - "Service" means access to the email marketing platform on the Supplier's server;
  - "Client" means the individual to whom, or organisation to which, the Customer assigns its Service;
  - "Supplementary Terms" means these specific Terms & Conditions;

## 2. SERVICES

- 2.1 The Supplier shall allocate Service dependent on the Plan selected by the Customer during Application.
- 2.2 The Supplier shall notify the Customer when the Service is available for use.
- 2.3 The Supplier shall provide the necessary technical information to allow the Customer to access, connect to and use the Service.
- 2.4 The Customer is not permitted to physically access the Server on which the Service is hosted, or access the Data Centre in which the Server is stored without express written permission from the Supplier.

## 3. SUPPORT, MAINTENANCE & SERVICE LEVEL AGREEMENT

- 3.1 The Supplier shall keep the Service running in a reasonable operating condition.
- 3.2 The Supplier shall monitor the performance of its Servers, and where possible will endeavour to resolve reductions in performance within a reasonable time frame.
- 3.3 The Customer acknowledges that occasional reduction in the performance of the Service normal and to be expected due to the unpredictability of both usage and conduct of other customers. The Supplier is therefore not liable for any reduction in performance of the Service.
- 3.4 Occasional required maintenance performed from time to time by the Supplier and/or any subcontractors may affect the availability of Service to the Customer. The Supplier will endeavour to provide as much notice as is possible in all circumstances, subject to procedures required in the event of an emergency.
- 3.5 The Supplier shall have no liability whatsoever for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that you may incur as a result of any Service interruption.
- 3.6 All Service fees paid are non-refundable, unless an account is terminated by The Supplier without cause, in which case, a refund may be granted on a pro-rata portion of your prepayment.

## 4. RIGHT TO RESALE

- 4.1 In order to resell the Service, the Customer acknowledges and agrees that its Clients are its own responsibility.
- 4.2 The Customer agrees to:
  - 4.2.1 Procure that its Clients enter into a binding agreement that contains provisions consistent with section 5, and allows the Customer to immediately terminate the agreement for breaches of that agreement;
  - 4.2.2 Handle all matters relating to technical support for its Clients itself, without referring its Customers to the Supplier for this purpose;
  - 4.2.3 Pass on to Clients, in its own name, any announcements that the Supplier posts via its announcement system that it requests to be forwarded to such Clients.
- 4.3 The Customer agrees to fully indemnify and keep the Supplier fully indemnified from and against all actions, demands, costs (on a full indemnity basis), losses, penalties, damages, liability, claims and expenses (including legal fees) whatsoever incurred by the Supplier and arising from:
  - 4.3.1 The use or misuse of the Service by the Customer's Clients;
  - 4.3.2 Any claim brought against the Customer by any third party alleging that its Intellectual Property Rights are infringed by the Clients use of the Service.

## 5. ACCEPTABLE USE POLICY

- 5.1 The Customer agrees to:
  - 5.1.1 Immediately notify the Supplier upon awareness of any

unauthorised use of the Service.

- 5.1.2 Not use the Service, or allow others to do so, for any unlawful activity or activity that in the opinion of the Supplier may bring harm to the Supplier or bring the Supplier into disrepute, including the storage or sending of:
  - 5.1.2.1 Material that infringes any rights (including Intellectual Property Rights) of any third party.
  - 5.1.2.2 Material the Supplier may judge to be threatening or obscene.
  - 5.1.2.3 Material that encourages criminal acts.
  - 5.1.2.4 Pornography or sex-related merchandising, including sites that infer sexual content.
  - 5.1.2.5 Material containing any virus, worm or other harmful code.
  - 5.1.2.6 Material that involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing or "spamming".
  - 5.1.2.7 Pirated software or files.
  - 5.1.2.8 Social security numbers, passwords, passport numbers, security credentials or sensitive personal information.
  - 5.1.2.9 Images or files other than those intended for use in your email campaigns.
  - 5.1.2.10 Links to, frames or any other means of displaying or connecting to any items listed in Clauses 5.1.2.1 to 5.1.2.9.
- 5.1.3 We do not allow organisations that offer the following types of services, products, or content, to use the Service:
  - 5.1.3.1 Pornography, nudity, escorts or anything sexually explicit;
  - 5.1.3.2 Illegal goods or services;
  - 5.1.3.3 Pharmaceutical products;
  - 5.1.3.4 Work from home opportunities;
  - 5.1.3.5 Online trading;
  - 5.1.3.6 Gambling;
  - 5.1.3.7 Multi-level marketing;
  - 5.1.3.8 Affiliate marketing;
  - 5.1.3.9 Credit repair, Mortgages and/or Loans;
  - 5.1.3.10 List brokers or List rental services;
  - 5.1.3.11 Any other content that we deem inappropriate.
- 5.2 The Customer accepts full responsibility and liability for all activities conducted using the Service.
- 5.3 The Supplier will be the sole arbitrator of what constitutes a violation of these policies, and the Customer acknowledges that its Service may be suspended or cancelled in the event of a violation or suspected violation of these policies.
- 5.4 Accounts cancelled due to violation of any of these policies may be liable, at the Supplier's sole discretion, to an administration fee not to exceed £500.00 Sterling.