

EMAILBOX TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

IF YOU DO NOT AGREE WITH THEM, YOU SHOULD NOT PROCEED ANY FURTHER WITH TOUCHBUSINESS LTD.

IF YOU DO PROCEED TO USE OUR SERVICES YOU ARE DEEMED TO HAVE READ AND ACCEPTED THESE TERMS AND CONDITIONS IN TOTAL.

ALL PRODUCTS/SERVICES SOLD UNDER THIS AGREEMENT ARE SOLD FOR BUSINESS USE, BUSINESS RECREATION OR PERSONAL USE AND ALL SERVICES/PRODUCTS ARE CUSTOMISED TO THE END-USERS REQUIREMENTS.

Definitions

Service(s): means Emailbox, requested by the End User and to be provided to the Business Buyer by touchbusiness Ltd. It means providing to the Business Buyer access to data and information provided by touchbusiness Ltd.

End User: means the organisation that agrees and requires the product/services that touchbusiness Ltd promotes/sells.

Business Buyer: means an Individual, Company or other Organisation that agrees to buy the service(s) and to whom the services are invoiced.

Agreement: means this Agreement entered into by and between touchbusiness Ltd and the Business Buyer and its being subject to both the terms set below.

Seller: means touchbusiness Ltd.

Data: means the information that is collected by touchbusiness Ltd from the End User

Price: means the Price shall be payable in £ Sterling and exclusive of VAT

1. Use of Service

- 1.1 All Emailbox services provided by **touchbusiness Ltd** are subject without limitation to this Agreement. Touchbusiness Ltd. may modify the terms of the Agreement and may discontinue, or revise any or all other aspects of the Services at its sole discretion. All changes become effective upon the posting of the revised Agreement on the Services.
- 1.2 The Services are available only to individuals who can form legally binding contracts.
- 1.3 You must complete the registration form on the Sign Up page in order to use the Services. You will provide true, accurate, current, and complete information about yourself as requested in the registration form. You are responsible for maintaining the security of your account, passwords, and files and for all uses of your account and of the Services in your name. touchbusiness Ltd. reserves the right to refuse registration, or cancel accounts if it deems inappropriate.
- 1.4 All information that is collected and managed via Emailbox shall remain confidential between the Business Buyer and touchbusiness Ltd, in accordance with our Privacy Policy.

2. Fees, Payment & Terms of Service

- 2.1 The Services will be subject to monthly, bi-annual, or annual subscription fees. Once you have completed your free trial period, your access to will be suspended unless you take a subscription. You will be notified via email of the termination of your free trial period, and may at that time purchase, in advance, a monthly, bi-annual, or annual subscription.
- 2.2 Monthly, bi-annual, or annual subscriptions are billed monthly, bi-annually, or annually, in advance, according to the Fee Schedule selected by you at sign up. Monthly, bi-annual, and annual send credits expire at the end of each period, but extra send credits do not. The Fee Schedule, including subscriber levels and prices, are subject to change at any time.
- 2.3 Payment of your **EmailBox** Subscription will be made by a valid credit card accepted by touchbusiness Ltd. using the Paypal transaction system. You hereby authorize touchbusiness Ltd. to charge your credit card for such amounts on a regular basis, generally on the renewal date of your Subscription to **EmailBox**. Fees are payable in pounds sterling. If touchbusiness Ltd, for any reason is unable to effect automatic payment via your credit card, you will be notified via email and your **EmailBox** account will be disabled until payment is received.
- 2.4 Prices advertised are subject to VAT. All sums due to touchbusiness Ltd under the terms of the agreement are exclusive of Value Added Tax and /or any other taxes applicable at the appropriate rate, such taxes to be paid by Business Buyer.

- 2.5 If a credit card number has been supplied for billing purposes, this is taken as permission to bill this card for any money owing to touchbusiness Ltd.
- 2.6 Should this credit card number expire or should otherwise be unable to debit valid charges to this credit card number, or if the bank transfer fails to arrive within the agreed timescale of payment touchbusiness Ltd may immediately and without notice withdraw the Business Buyers access to the Service.
- 2.7 The Business Buyer is responsible for updating or advising touchbusiness Ltd of any changes relating to their credit card.
- 2.8 Refunds - Given at least 5 working days notice in writing. touchbusiness Ltd. may offer a refund for an unused account at their discretion.
- 2.9 You are not granted a license to any software by this Agreement. You will not, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of, or found at or through the Services or any software, documentation, or data related to the Services ("Software"); remove any proprietary notices or labels from the Services or any Software, modify, translate, or create derivative works based on the Services or any Software; or copy, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services or any Software.
- 2.10 If you are using the Services in any country in the European Community or the US, the prohibition against modifying, translating, reverse engineering, decompiling, disassembling or creating derivative works based on the Services or the Software does not affect your rights under any legislation implementing the E.C. Council Directive on the Legal Protection of Computer Programs.
- 2.11 You acknowledge and agree that **EmailBox** and the touchbusiness Ltd. company names and logos and all related product and service names, design marks and slogans, are the property of touchbusiness Ltd. or its affiliates or suppliers. You are not authorized to use any of the Marks in any advertising, publicity or any other commercial manner without the prior written consent of touchbusiness Ltd. Your use of the Services confers no title or ownership in the Service, the Software or the Marks and is not a sale of any rights in the Service, the Software or the Marks.
- 2.12 For every email message sent in connection with the Services, you acknowledge and agree that the Services may automatically add an identifying footer stating "Powered by **EmailBox**". You agree to cooperate with and provide reasonable assistance to touchbusiness Ltd. in promoting and advertising **EmailBox**.

3. Anti-SPAM Policy

- 3.1 You represent, covenant, and warrant that you will use the Services only in compliance with the Agreement, the UK Anti-SPAM Law and the European Privacy Directive and all other applicable laws (including but not limited to policies and laws related to spamming, privacy, obscenity, or defamation). You agree you will not access or otherwise use third party mailing lists in connection with preparing or distributing unsolicited email to any third party (see section 5 for more detail). Although touchbusiness Ltd. has no obligation to monitor the content provided by you or your use of the Services, touchbusiness Ltd, may do so and may remove any such content or prohibit any use of **EmailBox**, if it believes it is (or is alleged to be) in violation of the foregoing.
- 3.2 Every email message sent via **EmailBox** must contain an "unsubscribe" link that allows visitors to remove themselves from your mailing list. You agree that you will not remove, disable or attempt to remove or disable either link. touchbusiness Ltd. may immediately disable your access to **EmailBox** if you violate this restriction.
- 3.3 The Services may only be used for lawful purposes. Transmission or solicitation of any material that violates UK law, the European Community, or other laws that may apply in your local area is prohibited. This may include material that is obscene, threatening, harassing, libellous, or in any way a violation of intellectual property laws or a third party's intellectual property rights.

In using the Web site/Services you agree not to:

- 3.4 use the Services to send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise;
- 3.5 post, publish, distribute or disseminate material or information that is defamatory, infringing, obscene, indecent, threatening, abusive, harassing or unlawful;
- 3.6 post, publish, distribute or disseminate material or information that incites discrimination, hate or violence towards any person or group on account of their race, religion, disability, nationality or otherwise;

- 3.7 threaten, abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others;
- 3.8 use any information or material in any manner that infringes any copyright, trademark, patent or other proprietary right of any party;
- 3.9 make available or upload files that contain a virus, worm, trojan or corrupt data that may damage the operation of the computer or property of another;
- 3.10 impersonate any person or entity for the purpose of misleading others;
- 3.11 violate any applicable laws or regulations;
- 3.12 use the Services in any manner that could damage, disable, overburden or impair the Services or interfere with any other party's use and enjoyment of the Services;
- 3.13 post, publish, distribute or disseminate material or information that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement);

4. Suspension & Termination of Service

- 4.1 We have the right to terminate any or all of the Services at any time, without notice, for any reason, including without limitation, breach of these Terms and Conditions. We may also at any time, at our sole discretion, discontinue the Services or any part thereof without prior notice and you agree that we shall not be liable to you or any third party for any termination of your access to the Services.
- 4.2 If your account is terminated due to Spam Complaints and/or fraud, amounts previously charged will not be refunded under any circumstances.
- 4.3 You may terminate this Agreement at any time by sending an email message to emailbox@touchbusiness.co.uk
- 4.4 touchbusiness Ltd. may immediately terminate this Agreement, and suspend access to **EmailBox** without refund if you are in violation of any of terms outlined in this Agreement.
- 4.5 touchbusiness Ltd. will delete any of your archived data within 30 days after the date of termination. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, ownership, warranty disclaimers and limitations of liability.

5 Confidentiality and Privacy Policy

- 5.1 The Business Buyer must not disclose to any person, organisation or use for any purposes any confidential information purchased with the Service or this Agreement.
- 5.2 We are committed to responsible data management and subscribe to the principles of the data protection legislation in the United Kingdom. We are committed to maintaining the privacy of our users and maintaining the security of any personal information received from you. If you register for any of the Services you will be asked to provide basic personal information. The information provided by you is not available for sale or use by third parties. The information is used solely for notifying you of changes or updates to the Web site/Services.
- 5.3 **EmailBox** and touchbusiness Ltd. will not share information you may upload (such as email addresses, name, contact information, or other registration information) to **EmailBox**. touchbusiness Ltd, may use this information and any technical information about your use of the Services to tailor its presentations to you, facilitate your movement through the Service, or communicate separately with you.
- 5.4 touchbusiness Ltd. will not use your customer list or any other customer information for any other purposes than those intended with the service. Your customer information will not be shared with any other parties.
- 5.5 You will adopt and maintain the Email Privacy Policy and the Anti-Spam Policy, which may be modified by touchbusiness Ltd. from time to time.

6. Indemnification

You agree to indemnify and hold touchbusiness Ltd harmless from and against any breach by you of these Terms and Conditions and any claim or demand brought against touchbusiness Ltd by any third party arising out of your use of the Services and/or any Content submitted, posted or transmitted through the Services, including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred.

7. Disclaimers and Limitation of Liability

7.1 Use of the Services is at your own risk. The Web site/Services are provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

7.2 To the extent permitted by law, touchbusiness Ltd will not be liable for any indirect or consequential loss or damage whatsoever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Services.

7.3 touchbusiness Ltd makes no warranty that the Services will meet your requirements, that Content will be accurate or reliable, that the functionality of the Services will be uninterrupted or error free, that defects will be corrected or that the Services or the server that makes them available are free of viruses or anything else which may be harmful or destructive.

7.4 Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of touchbusiness Ltd for death or personal injury as a result of the negligence of touchbusiness Ltd

7.5 Nothing in these Terms and Conditions shall affect your statutory rights as a Business Buyer.

8. Severance

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable

9. Changes of Terms

touchbusiness Ltd reserves the right to change, amend the terms and conditions, including charges for the service at any time. touchbusiness Ltd will give you at least 14 days notice of such changes before they take effect.

10. Force Majeure

touchbusiness Ltd shall not be liable for any delay in or failure to perform any of its obligations hereunder if the delay or failure is due to causes outside the reasonable control of the company without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Sellers control: Act of God, explosion, flood, tempest, fire accident, war or threat of war, sabotage, civil disturbance or requisition, import or export regulations or embargoes, strikes, lockouts or any other industrial action or trade disputes.

11. Governing Law

The Agreement shall be governed by, construed and interpreted in accordance with English Law and the parties hereby submit to the jurisdiction of the English Courts.

12. Business Buyer Agrees to be Bound by These Terms and Conditions

touchbusiness Ltd acknowledges that the Business Buyer has read and accepts these terms and conditions. Use of the Service by the Business Buyer is deemed acceptance of these Terms and Conditions.

13. Contact Information

If you have any questions regarding these terms and conditions, please contact us at emailbox@touchbusiness.co.uk, or you may call on 0845 094 5753.