

If you order / purchase email services from Grabzoom Limited ("Grabzoom"), you ("Client", "You" or "Your") agree to these Terms & Conditions for our Email Hosting Services.

These terms are supplemental to Grabzoom's General Terms and Conditions, Privacy Policy & Acceptable Use Policy and You will be bound to all of these (collectively referred to as the "Agreement"). All our terms and conditions can be found on our website ([www.grabzoom.co.uk](http://www.grabzoom.co.uk))

If there is any conflict within Grabzoom's Agreements, these Terms & Conditions for Email Hosting Services will prevail.

These additional terms may be amended by Grabzoom at any time and without notice to You. Any changes will be published on the website and will be deemed to have been accepted 7 days after publication.

## 1. Scope of the Agreement

1.1 We only use personal information provided by you in order to set up the services. We do not store, process personal information to third parties unless it is absolutely necessary to provision your services.

1.2 This Agreement governs the provision of email services to You by Grabzoom, in addition to certain maintenance relating to the same (the "Services").

1.3 The Services consist of Grabzoom making available resources on a shared server available to You with certain functions granted to depending on the services you have paid for.

1.4 This Agreement is subject to a minimum 12-month term either paid monthly, quarterly or annually in advance of the Service(s) offered.

1.5 Grabzoom shall notify the Client of any changes that are required to take place on the account in accordance with Grabzoom and the terms of the Agreement.

1.6 The Client agrees that Grabzoom reserves the right to send out emails prior to the Client reaching the allocated email quota, for the sole purpose of reminding the Client of the limit allowed under the Agreement.

1.7 In the event that the Client exceeds the Email Storage Limit under the Agreement, Grabzoom reserves the right, with written notice to the Client to request the Client to upgrade or if the maximum quota has been reached to delete the exceeded content. Clients are required to manage and effectively control their mailbox storage.

1.8 Once a client's mailbox capacity has been reached, the client must understand that all further email delivery to said mailbox will be suspended and that the sender of any email to your mailbox may receive an error message saying that your mailbox is full and that delivery has failed.

1.9 Grabzoom shall ensure that any suspended mailboxes are un-suspended when the Client has either deleted, archived or otherwise managed to reduce the mailbox size to below its capacity.

1.10 Grabzoom reserves the right to delete any mailbox that has reached its capacity after 28 days if the Client takes no action as per clause 1.8 above.

1.11 Clients are required to back up the content of their email boxes on a monthly basis. This can be achieved by using specific email backups or by exporting email via an email client such as Microsoft Outlook.

1.12 The Client accepts that Grabzoom may at their sole discretion suspend or cancel the Client's Email services if:

- The Client fails to pay for the services under the Agreement
- The Client does not renew the Agreement
- The Client cancels the Agreement
- The Client's mailbox is used to send spam / unsolicited emails or emails containing malicious or illegal content
- The Grabzoom receives a genuine complaint about emails generated by the Client's mailbox

1.13 Grabzoom agrees to provide the use of the Services to You, for Your exclusive use at the price agreed upon before the initiation of service, for the term as defined in the Agreement and Order Confirmation.

1.14 You represent and warrant that You have or have access to the knowledge and expertise necessary to configure, maintain, and monitor the Services.

1.15 Access to the Services is limited to You and anyone authorised by You. You acknowledge and consent that Grabzoom may require limited access to your Services as and when necessary without further notice to you.

## 2. Service Delivery

2.1 Every reasonable effort is made by Grabzoom to maintain the uninterrupted operation of Your Services. Despite this, due to a number of circumstances that are beyond Grabzoom's control, you acknowledge that given the nature of such services, Grabzoom cannot guarantee that the Services, when delivered via the internet, will be uninterrupted or error free.

2.2 To the fullest extent permitted by law and save as provided elsewhere in the Agreement, the Services are provided by Grabzoom to You on an "as is" and "as available" basis and no warranty or representation (express or implied) of any kind are given in connection with the Agreement, including as to satisfactory quality and fitness for a particular purpose. In particular, Grabzoom gives no warranty or representation that:

2.2.1 the Services will meet the Client's requirements;

2.2.2 the Services will be provided on an uninterrupted, timely, secure or error-free basis;

2.2.3 any results obtained from use of the Services will be accurate, complete or current; or

2.2.4 that the Services provided will be compatible with any files or software You use.

2.3 If You upgrade or restore the default settings of Your Services at any time during the term of the Services You acknowledge that the changes take effect immediately. As such, Grabzoom will not be liable for any loss of data or other consequences of such action.

### 3. Additional Services

#### Upgrades

3.1 If You have purchased a single mailbox you are free to add more mailboxes, subject to paying Grabzoom the required mailbox fees in advance.

3.2 Each mailbox can have 1 alias attached to it free of charge. For additional alias' each will be charged at £2.99+VAT per month

#### 4. Fees

4.1 The Services shall be charged in accordance with the fees set by Grabzoom as set out in the Order Confirmation. These may be varied from time to time and published on the Grabzoom website. Order confirmation to the client may be via email communication.

4.2 When the Services are renewed in accordance with the Agreement, the fees will be charged at the current rate as published on the Grabzoom website.

4.3 If the client wishes Grabzoom to migrate email content from their old email system to the new one a one off fee will charged. This fee will be agreed between the client and Grabzoom and will vary depending on the quantity of mailboxes and email content to be migrated. Grabzoom gives no warranty on the ability to migrate email and will not be held liable for any data loss before, during or after the migration.

#### 5. Appropriate Usage of the Services

5.1 The terms governing the appropriate use of Your Services can be found in the Acceptable Use Policy

#### 6. Cancellation of Email Hosting Services

6.1 The Client may cancel the Agreement upon serving 30 days' notice to Grabzoom providing full payment has been received for the remaining duration of the contract for the service.

6.2 Grabzoom may at its discretion cancel a Client's email hosting services without notice in the event that they do not comply with the terms of this Agreement, Acceptable Use Policy or any laws and regulations brought to our attention.

6.3 One a client cancels the service Grabzoom are in no way liable for any work such as migration or data transfer of emails, configuring DNS or making any other configuration changes.

#### 7. Remedies & Limitations

7.1 THE TOTAL SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU AS THE RESULT OF ANY BREACH OF THIS AGREEMENT, NEGLIGENCE, OR ANY ACTION OR FAILURE TO ACT WHETHER INTENTIONAL OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY YOU TO GRABZOOM IN THE TWELVE MONTHS IMMEDIATELY PRECEDING ANY ALLEGATION OF THE AFOREMENTIONED ACTIONS.

7.2 In no event shall Grabzoom be liable for any loss of profits, loss of business, or any indirect, special, exemplary, punitive, incidental or consequential damages as the result of any such action or inaction without regard to the likelihood of any such damages.

7.3 Grabzoom is not responsible for any delay, lack of connection, slow connection, loss of data, loss of usability, or any other similar issues, due, but not limited to, any of the following:

7.3.1 the active or passive negligence of Grabzoom, You or any third party;

7.3.2 downtime due to scheduled maintenance;

7.3.3 an upgrade, downgrade or other alteration to Your Services;

7.3.4 hardware failure, (including issues caused by other users on hardware);

7.3.5 Incompatibility; or

7.3.6 Your error.

7.4 Grabzoom may limit or deny access to Your Services and its systems if, in Grabzoom's judgment and sole discretion, such action is required to prevent damage to the network (including, but not limited to, software and stored data) or to ensure the integrity or security of the network.

Email Acceptable Use policy.

This Acceptable Use Policy ("AUP") describes activities that are not allowed on the Grabzoom network or services.

Capitalised terms used in this AUP and not otherwise defined herein shall have the meaning given in the Agreement.

Inquiries regarding this policy should be directed to [info@Grabzoom.co.uk](mailto:info@Grabzoom.co.uk)

Abuse

You may not use Grabzoom's services to engage in, foster, or promote illegal, abusive, or irresponsible behaviour, including:

Any activity or conduct that is likely to be in breach of any applicable laws, codes or regulations, including data protection and privacy laws and laws relating to unsolicited commercial electronic messages;

Use of an internet account or computer without the owner's authorization;

Unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network;

Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;

Introducing intentionally, knowingly or recklessly, any virus or other contaminating code into the Services;

Collecting or using information, including email addresses, screen names or other identifiers, by deceit, (such as, phishing, Internet scamming, password robbery, spidering, and harvesting);

Use of any false, misleading, or deceptive TCP-IP packet header information in an email.

Distributing software that covertly gathers or transmits information about a user;

Distributing advertisement delivery software unless: (i) the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems (such as Microsoft's "add/remove" tool);

Any conduct that is likely to result in retaliation against Grabzoom network or website or services, or Grabzoom's employees, officers or other agents, including engaging in behaviour that results in any service, application or server being the target of a denial of service attack (DoS);

Any activity intended to withhold or cloak identity or contact information, including the omission, deletion, forgery or misreporting of any transmission or identification information, such as return mailing and IP addresses;

Interference with service to any user of the Grabzoom services or other network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;

Any action which directly or indirectly results in any of our or a third party's IP space being listed on any abuse database (i.e. Spamhaus);

Conducting any gambling activity in violation of any required licenses, codes of practice, or necessary technical standards required under the laws or regulations of any jurisdiction in which your site is hosted or accessed; or

Any action that is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to Grabzoom.

#### Offensive Content

You may not publish, transmit or store on or via the Services any content or links to any content that Grabzoom reasonably believes:

Constitutes, depicts, fosters, promotes or relates in any manner to child pornography, bestiality, non-consensual sex acts, or otherwise unlawfully exploits persons under 18 years of age;

Publish, transmit or store any content or links to any content that is excessively violent, incites violence, threatens violence, contains harassing content or hate speech, creates a risk to a person's safety or health, or public safety or health, compromises national security or interferes with an investigation by law enforcement;

Is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;

Is defamatory or violates a person's privacy; or

Is otherwise malicious, fraudulent, morally repugnant.

#### No High Risk Use

You may not use the Services in any situation where failure or fault of the Services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, you may not use, or permit any other person to use, the Services in connection with aircraft or other modes of human mass transportation or nuclear or chemical facilities.

## Mail Requirements

You must comply with the laws and regulations applicable to bulk or commercial email in your jurisdiction. In addition, your bulk or commercial email must meet the following requirements:

You must have a Privacy Policy posted for each domain associated with the mailing;

You must have the means to track anonymous complaints; and

You must not obscure the source of your e-mail in any manner.

You must post an email address for complaints (such as [abuse@yourdomain.com](mailto:abuse@yourdomain.com)) in a conspicuous place on any website associated with the email, and you must promptly respond to messages sent to that address;

Your intended recipients have given their consent to receive e-mail via some affirmative means, such as an opt-in procedure, and you can produce the evidence of such consent within 72 hours of receipt of a request by the recipient or Grabzoom;

You must use reasonable means to ensure that the person giving consent is the owner of the e-mail address for which the consent is given;

You must include the recipient's e-mail address in the body of the message or in the "TO" line of the e-mail.

You must honour revocations of consent and notify recipients of the same;

These policies apply to messages sent using the Services, or to messages sent from any network by you or any person on your behalf that directly or indirectly refer the recipient to a site hosted via the Services. In addition, you may not use a third party e-mail service that does not practice similar procedures for all its customers. These requirements apply to distribution lists created by third parties to the same extent as if you created the list.

## Vulnerability Testing

You may not attempt to probe, scan, penetrate or test the vulnerability of a Grabzoom system or network, or to breach the Grabzoom security or authentication measures, whether by passive or intrusive techniques. Additionally, you may not perform such testing of your own Hosted System without Grabzoom's prior written consent.

## Newsgroup, Chat Forums, Other Networks

You must comply with the rules and conventions for postings to any bulletin board, chat group or other forum in which you participate, such as IRC and USENET groups including their rules for content and commercial postings. These groups usually prohibit the posting of off-topic commercial messages, or mass postings to multiple forums.

You must comply with the rules of any other network you access or participate in using your Grabzoom Services.

#### Export Control

The Services may not be used in violation of export laws, controls, regulations or sanction policies of the United States or your applicable jurisdiction. The Services may not be used by persons, organizations, companies or any such other legal entity or unincorporated body, including any affiliate or group company, which is involved with or suspected of involvement in activities or causes relating to: illegal gambling; terrorism; narcotics trafficking; arms trafficking or the proliferation, development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles; in each case including any affiliation with others whatsoever who sponsor or support the above such activities or causes.

#### Intellectual Property and Other Proprietary Rights

You may not use our Services in a manner that infringes on or misappropriates the rights of a third party in any work protected by copyright, trade or service mark, invention, or other intellectual property or proprietary information. For example:

You may not use the Services to download, publish, torrent, distribute, use, or otherwise copy in any manner any text, music, software, art, image, or other work protected by copyright law unless you have permission from the owner of the work to use or copy the work in that manner, or you are otherwise permitted by established intellectual property law to copy or use the work or rights in that manner;

You may not use the Services to publish content intended to assist others in defeating technical copyright protections; and

You may not display another person's trademark without permission.

In addition, you may not use the Services to publish another person's trade secrets, or to publish information in violation of a duty of confidentiality. It is Grabzoom's policy to terminate the services of customers who are repeat infringers in appropriate circumstances.

#### Cooperation with Investigations and Legal Proceedings

If we are legally required to permit any relevant authority to inspect your content or traffic, you agree we can do so; provided however that, where possible without breaching any legal or regulatory requirement, we give you reasonable prior notice of such requirement.

We may, without notice to you, report to the appropriate authorities any conduct by you that we believe violates applicable law, and provide any information we have about you, or your users or your traffic and cooperate in response to a formal request from a law enforcement or regulatory agency investigating any such activity, or in response to a formal request in a civil action that on its face meets the requirements for such a request.

#### Excessive Use of Shared System Resources

You may not use any shared system provided by Grabzoom in a way that unnecessarily interferes with the normal operation of the shared system, or that consumes a disproportionate share of the resources of the system. For example, we may require you to repair coding abnormalities in your Cloud-hosted code if it unnecessarily conflicts with other Cloud customers' use of the Cloud. You agree that we may quarantine or delete any data stored on a shared system if the data is infected

with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the system or other customers' data that is stored on the same system.

#### Third Party Conduct

You are responsible for violations of this AUP by anyone using your Services with your permission or on an unauthorised basis as a result of your failure to use reasonable security precautions. Your use of the Services to assist another person in an activity that would violate this AUP if performed by you is a violation of the AUP.

You must use reasonable efforts to secure any device or network within your control against being used in breach of the applicable laws against spam and unsolicited email, including where appropriate by the installation of antivirus software, firewall software and operating system and application software patches and updates. Our right to suspend or terminate your Service applies even if a breach is committed unintentionally or without your authorization, including through a Trojan horse or virus.

#### Other

You must have valid and current information on file with your domain name registrar for any domain hosted on the Grabzoom network.

You may only use IP addresses assigned to you by Grabzoom in connection with your Grabzoom services.

You agree that if you register a DNS record or zone on Grabzoom managed or operated DNS servers or services for a domain of which you are not the registrant or administrative contact according to the registrars WHOIS system, that, upon request from the registrant or administrative contact according to the registrars WHOIS system, Grabzoom may modify, transfer, or delete such records or zones.

You may not register to use any Services under a false name, or use an invalid or unauthorised credit card in connection with any Services.

#### Changes to the AUP

The Internet is still evolving, and the ways in which the Internet may be abused are also still evolving. Therefore, we may from time to time amend this AUP to further detail or describe reasonable restrictions on your use of our Services by publishing a revised version of the AUP on the Grabzoom website.

The revised AUP will become effective as to you on the first to occur of: (i) your execution of a new or additional agreement for all or part of your Hosted System that incorporates the revised AUP by reference, (ii) the first day of a renewal term for an Agreement that begins at least thirty (30) days after the time that the revised AUP has been posted, or (iii) thirty (30) days following our written notice to you of a material change to the AUP.

If your compliance with the revised AUP would adversely affect your use of the Hosting Services, you may elect to terminate the Agreement by giving Grabzoom written notice of your objection no later than thirty (30) days following the date that the revised AUP would otherwise have become effective as to you. We will not charge you an early termination fee for a termination on these grounds. If you elect to terminate, you may continue using the Services for up to an additional ninety (90) days and we will not enforce the revision as to you during this time, you will continue to be subject to the



prior version. If you choose to terminate your Services under this Subsection, we may decide to waive that change as to you and keep your Agreement in place for the remainder of the term.

You may not sell on to any party any service provided to you by Grabzoom.

#### Consequences of Violation of AUP

If you breach the AUP we may suspend or terminate your Services in accordance with the Agreement. We may intercept or block any content or traffic belonging to you or to users where Services are being used unlawfully or not in accordance with this AUP.

No credit will be available under the Grabzoom Service Level Agreement for interruptions of service resulting from any AUP violation