

SERVICE AGREEMENT



Each time you access the website and make use of email2client's services you willingly agree to the terms and conditions of the agreement below. If for whatever reason you don't accept the terms you should not proceed to use the Services offered by email2client

1. Parties Involved

The parties referred to in this Service Agreement are

(i) "Provider" and the user/member of the Email2Client Service ("Client" or "you").

2. Clarification of Definitions

- "Setup Fee" refers to a once off payment by the Client. This fee is applicable when a new account is created for the client
- "data" refers to digital electronic information;
- "Mailing List(s)" refers to a list of email contacts created and maintained by the Client
- "Software" refers to the web-based system that enables the Client to use the service offered by Email2client
- "Monthly Email Package" refers to the payable fee by the Client when the mail service of Email2Client is used
- "ECT Act": means the Electronic Communications and Transactions Act 25 of 2002;
- "RIC Act" means the Regulation of Interception of Communications Act 70 of 2002;

3. Limitation of Liability

- Scheduled Mail Delivery/ Mail Failure to Deliver Email: Any Email messages not delivered or delivered late by the Client due to whatever reason known or unknown the Provider will not be held responsible for the above mentioned. The Provider assumes no responsibility for any losses occurred by the Client due to non-delivery or late delivery of Client email message(s) by making use of the Email2Client Service
- Data Storage: The Provider takes no responsibility whatsoever in the unfortunate event that data that gets deleted or becomes unusable.
- It remains the responsibility of the Client to ensure that all data entered into the Email2client system is correct, accurate and validates.
- None of Email2Client's or I LOVE 2's employees, suppliers, ISP, partners or agents shall be held liable for any damage, loss or liability of any nature incurred by whomever and resulting from using the Service(s) offered by Email2client.
- The Client expressly acknowledges and agrees that the use of the Email2client Service is entirely at its own risk. Email2Client Service is provided "as is" and "as available" without any warranties or conditions whatsoever.

4. Termination

The Agreement between the Provider and the Client may be terminated by either party upon receiving a written confirmation of contract termination. 30 (thirty) calendar days notice is required before termination of this agreement. The Provider has full rights and is entitled to remove and delete all data recorded may be the Client. This data includes all mailing lists, templates, statistics, contact details and any other form of data generated by the Client during their use of the Email2Client Service. Email2Client reserves the right to suspend and terminate all services offered to the Client at any given time without the need to provide any reason whatsoever.

5. Setup Fee and Monthly Email Package

- The Client agrees to pay the Monthly Email Package in advance
- Payments must be settled by the Client beforehand. Without proof of payment access to the Email2Client software will be denied
- It remains the responsibility of the Client to make adjustments to their email package when and if needed
- If for whatever reason payment is not received from the Client for the use of the Monthly Email Package, the Provider reserves the rights to temporarily close down the Client's account and may terminate and delete all Client data without informing the client about the this action. It is the responsibility of the Client to make sure that the service is paid for to avoid disappointment.

6. Usage & Access

The Client agrees and accepts that any service or part thereof offered by Email2Client, the Client, will be bounded by these terms and conditions. Email2Client reserves the right to deny Client access or usage on the Email2Client Service.

7. Data & Storage

The Provider makes no warranties to any specific feature of the Email2Client Service, function, protection and privacy or confidentiality of the Client data, backups or data storage of Client data or information.

8. Indemnification

The Client agrees to indemnify, hold harmless, and defend the Provider and its staff, agents, content providers and service providers, against any and all claims, liabilities, damages, costs and expenses (including, but not limited to, consequential damages, incidental damages, special damages, losses and damages associated with misuse of Client data by the Provider, attorneys' fees and disbursements) arising from or relating to (i) the use of the Email2Client Service in any manner which violates the terms of this Service Agreement or otherwise violates any law, rule, or regulation and (ii) any claims made by third parties arising from your use of the Email2Client Service, including without limitation any and regulation all third party claims arising from or related to any failure, delay or interruption to the Email2Client Service. The Client agrees to cooperate as fully as reasonably required in the defense of any claim against the Provider. The Provider reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Client.

9. Availability of Service

The Provider shall not be able to guarantee as to the continuous availability and service of the Email2Client Service or any other related features or functions of the Service.

10. Client Duties

- The Client has the responsibility to ensure that the mailings lists used by the client are valid, accurate and correct. The Client must be aware that any file (including text, CSV, XLS, .DOC, .EXE, .PDF etc) may and will generate software errors and may result in corrupted or insufficient information being send. The client acknowledges that no message will be sent in such a case as mentioned above.
- The Client acknowledges and takes full responsibility for any tasks, costs, maintenance (computer hardware and software and communication expenses) that may be needed to access the Email2Client Service.
- The Client acknowledges and agrees that any unused emails in the selected email package will not be carried over to the following month. The Client shall receive new credits each month and any unused credit will automatically be removed and the Client shall be entitlement to make use of the lost credit.

11. Client Privacy

The Provider will not intentionally disclose Client's personal data to unauthorized parties without the Client's permission, unless the Provider has a good faith belief that such action is necessary to:

- (1) conform to legal requirements or comply with legal process;
- (2) protect and defend the rights or property of the Provider
- (3) enforce this Service Agreement or protect the Provider's business or reputation;
- (4) respond to request for identification in connection with claim of copyright or trademark infringement by the Client, or a claim by a third party that the Client is using the Email2Client Service in connection with an infringing, illegal or improper activity; or
- (5) act to protect the interests of the Client or others. The Client agrees that the Provider may access its account, including its contents, as stated above or to respond to service or technical issues.

12. Interception of Communications

Subject to the provisions of the RIC Act, the Client agrees to the Provider's right to intercept, block, filter read, delete, disclose and use all communications sent or posted by the Client to the Provider website and to Provider employees and agents. The Client agrees and acknowledges that the consent provided by the Client above satisfies the "writing" requirement as detailed in the ECT Act and the RIC Act.

13. Client Account Details

Every Client will receive a working username and password to access and use the services offered by Email2Client. The Client must ensure and take responsibility for their confidentiality regarding their account information. The Client acknowledges and takes full responsibility for any activity that may accrue from their account. It remains the duty of the Client to inform the Provider if any unauthorized use of the Client's account has occurred or if the Client suspected breach of security.

14. Client Code of Conduct

Any unauthorized commercial use by the Client of the Email2Client Service, is expressly prohibited. The Client agrees to abide by all applicable local, national and international laws and regulations and is solely responsible for all acts or omissions that occur under its account or password, including the content of any transmissions through the Email2Client Service. By way of example, and not as a limitation, the Client agrees not to:

- Use the Service in violation of the ECT Act in relation to unsolicited commercial communications;
- Unlawfully collect and process personal information, including email addresses, without the relevant email addressee's consent;
- Safeguard against prohibited data privacy practices such as: use of purchased databases or databases where the Client cannot readily prove that the addressee's consent to receive email communications from the Client was obtained.
- Create a false identity or otherwise attempt to mislead others as to the identity of the sender or the origin of the email;
- Transmit through the Email2Client Service, associate with the Email2Client Service or publishing with the Email2Client Service unlawful, harassing, libelous, defamatory, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable data;
- Transmit any data that may violate the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity;
- Transmit any data that contains viruses, trojan horses, worms and other malicious Programs (malware);
- Gain or attempt to gain unauthorized access to the Email2Client Service, other accounts, computer systems or networks connected to the Email2ClientService, through password mining or any other means;
- Engage in any other activity that could subject the Provider to criminal liability, civil penalty or judgment.