



General Terms and Conditions of Use, Privacy and API Policies and Service Level Agreement

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Introduction

Thanks for reading our legal documents which were created to explain you the way we work, with your data in the frame and the rules we created for legal and optimized service level agreement. If you have any questions regarding this document, don't hesitate to write us to support@maxony.com.

General Terms and Conditions of Use

The present General Terms and Conditions of Use applies to all the Internet services of MAXONY Suisse SA, a Swiss Corporation for European clients and Maxony Inc., a Panamanian Corporation for Non-European clients (Here after "Maxony" or "We"). They are an integral part of the Internet Service contract(s) concluded between Maxony and the client (Here after "Client" or "You").

Maxony reserves all rights to change or update these terms at any time as the law in the Internet business is always changing. Maxony will communicate the updates on his website or by email. The client must keep updated with those terms.

The Internet Services are exclusively reserved for a professional use and are not available to minor's underage of 18.

Maxony Services

We provide internet applications and software that allow you to send emails, SMS; create forms, surveys and websites. Each of the services of Maxony are defined by the Internet Service Official Website of each product in its own language and made available by Maxony on their specific Internet Domain Names. The Software, Website, Domain Names, Application used by the client belong to Maxony. The Client undertakes not to use these software and applications outside contractual relations; in particular, the client undertakes not to copy any codes relative to the software and application that Maxony makes available. The client undertakes not to use any copyrighted material from Maxony without prior written agreement.

Client Obligations

The client must provide and maintain a valid address, and valid phone number. Post-office boxes must always be accompanied by the client's actual address (including street and residence number).

The client must keep a valid email address appearing on the "My Account" application. In the event of a change in e-mail address, the client must change it in the "My Account" section of the application or inform Maxony through our support contact within two working days following the activation of the new e-mail address.

Unless otherwise agreed in writing, only the client is authorized to use the services of Maxony. Any use or ease of access granted to third parties is prohibited unless expressly authorized by the contract.

The client is required to grant access to technical equipment made available to him/her by Maxony and to equipment used when using the services of Maxony to officials of Maxony, insofar as the maintenance of the quality of the services requires.

The client affirms the authorization of Maxony to transmit information to third parties concerning his Internet network connection and the name of the contact person responsible for the connection insofar as this is necessary for the correct functioning of the provision of services and of their coordination by Maxony.

In accordance with the applicable regulations on the protection of personal data, the customer agrees to respond to requests for the exercise of rights of any recipient of an email or SMS, within the legal deadlines.

The client is required to keep a copy of their lists, messages, and overall data to prevent any potential data loss, whether due to mishandling, account closure, account breach, or any other circumstance.

Authorized Use Rules

The sending of mass advertising by means of an electronic messaging service (email or SMS) made available by Maxony is authorized only on the condition that the client law in his own country relative to mass advertising.

The client is required to use the services of Maxony in accordance with legal and contractual provisions.

To be an authorized client, you need to acknowledge these rules:

- Do not send Spam! A message is Spam only if it is both *Unsolicited* (don't have authorization to send) and *Bulk* (same message to multiple email address or phone numbers).
- Do not send insulting, discriminatory, illegal and unlawful content like illegal products or services.
- Do not send message violating any rights but especially Intellectual Property Right of any third party. You must own or have the authorization of use of the property rights of the images (logo, pictures) you use with or software as well as the content copyrights.
- Do not send message containing sensitive personal data such as health information, bank information, credit card information or whatsoever.
- Do not use purchased, rented or third-party email addresses.
- Comply with our API and SMTP Use Policy if you use our API or SMTP Gateway.
- Do not use our services if you are belonging to an Industry listed in our "List of industries not allowed to use our service" in this document.

Complains and Spam Abuse

In case you did not follow our "Authorized Use Rules" and if we receive an Abuse Complain because of your email or SMS campaign, we will ask you the following information:

Proof of consent of the subscribed person (email and or SMS):

- Date and time
- Newsletter subscription agreement
- Existing customer relationship
- Any other information showing how you legally collected his information.

In the case that we do not receive the information after 48 hours, or in case we don't find your information convincing after evaluations it, we will preventively close your account. The closing of your account doesn't give you the right of being reimbursed (see Closing Account Section)

Bandwidth Abuse

You may only use our bandwidth for your emails. We provide data and image hosting only for your email, so you may not host files or images on our servers for anything else (like a website). Notice that in case of non-respect of the clause we will close your account (see Closing your Account section).

List of industries not allowed to use our services

In order to guarantee the best possible deliverability for our clients, we exclude sectors of activity that represent a threat to our reputation. These sectors of activity are:

- Profit opportunities and working at home
- Trading and online speculation
- Gambling and online casinos
- Pornography and sexually explicit content
- Escort Service
- Sales of pharmaceutical products
- Fortune telling
- Esoteric sciences and Astrology

Maxony excludes these areas without value judgments. The industries presented above are generally akin to spam and can affect the efficiency of our routing services.

Pricing and services

The customer agrees to pay the rate corresponding to the service chosen on our payment platform, in the currency and the country of residence of the customer. The prices on our websites do not include tax. Depending on your country of residence, Value Added Tax (VAT) may apply.

The contract is effective upon receipt of payment by Maxony by credit card, bank transfer, or any other payment method. When paying by bank transfer or international credit card, your bank may apply additional fees. These costs don't depend on us and are under your responsibility. Please contact your bank for more information before you transfer money.

Maxony can change its rates at any time for the end of a month. Maxony can especially adapt its prices in the case of any major change on the foreign exchange market (FOREX) or particularly intensive use of its services by the client.

The paid services may be provided to you on a subscription basis for the length of term that you specified during the initial sign-up process or your first use ("Subscription Term").

Prepaid accounts have an unlimited life as long as they are used at least once every 24 months. (Also read section Closing your account).

Free accounts are unpaid subscriptions that include restricted use of our software and applications. These restrictions are explained on the product site and can be changed at any time without any warning. You can switch to a paid account at any time or close your account.

When purchasing, Maxony via its PCI compliant payment partner, will save the payment method in order to be able to complete the one-click, auto-refill and subscription payments that would be selected. At any time, the user can add, modify, delete a payment method or an optional service from your customer account.

Subscription Terms

All subscriptions will be renewed automatically according to the chosen cycle that you specified during the initial subscription process. This service is valid as long as you have a valid credit card in your account.

Unless you cancel your Subscription prior to your billing date, you authorize us to charge your Payment Method for the membership fee for the next billing cycle.

You can cancel your Mailpro Subscription at any time in "My Account" section. You will continue to have access to the service until the end of your billing cycle. Payments are non-refundable and no refunds or credits will be given for partially used membership periods or for unused Mailpro subscription. If you cancel your subscription, your account will be automatically set to a FREE Mailpro account.

Prepaid Terms

Prepaid credits are credits for emails or SMS that can be used alone or with a subscription. The credits have an unlimited time validity as far as you connect at least once every two years. In case you don't connect after two years your account will be deactivated and your prepaid credits lost (Also read section Close your account).. Prepaid credits are not refundable.

Auto-Refill Terms

Automatic credit recharge option used mainly by API and SMTP services to avoid missing sendings due to lack of credits. Indeed, if the account has less than 100 credits for example, you automatically reload of 2000 credits. These values are configurable in your account. This service is valid as long as you have a valid credit card in your account. Auto-refilled credits are not refundable.

Optional Services

Dedicated IP

When ordering a subscription, you have the option of renting a fixed IP annually. This IP remains the property of Maxony.

In the event of misuse of the rented IP, for example a frequent blacklist of this IP which generates frequent support, Maxony reserves the right to recover its IP without any refund. However, the customer must be notified by email before removing the IP from their account.

The dedicated IP (s) will be renewed automatically with your subscription. You can cancel your IP subscriptions in "My Account", it'll be removed on your next billing cycle.

Users

The limit of users is given in the pricing page of the application. You can add more users when subscribing or during your current subscription to the cycle you want to be billed. Users are disconnected from the other subscriptions and can be added while subscribing to Email Credits or Forms and Suveys. You can add or remove users at any time from "My Account" section. The removed users will be removed at the end of the billing cycle.

Implementation of the "SenderName" for sending SMS

When sending SMS, you can display a name instead of the sending number. Maxony will attempt to deliver messages with your "SenderName", if possible. Please note, however, that we cannot guarantee that messages will be delivered using your specified sender ID, as it may be changed by our operator networks, with or without notice, which will result in the use of a different sender ID. The delivery of your messages is our first priority.

It is therefore necessary to understand and provide certain elements that we also display on the reservation page of this optional service:

- All operators (depending on the country and rules which may change) do not display the "SenderName"
- The SenderName must have 10 characters MAX, no space, special characters, apostrophe, etc. Alpha Numeric only.
- The SenderName can be your company name or telephone but must be validated.
- You must provide a copy of registration to a company register in your country
- You must provide a copy of the signatory, owner, administrator of the company
- These documents must reach us at support@mailpro.com

If the request is refused, it can be changed free of charge. Once the request is accepted, the "SenderName" will remain active as long as the account is active, with no annual fee. The "SenderName" is not refundable.

Order cancellation

For any order cancellation as a result of customers mistakes, administration fees are applied up to a minimum of 35 USD per refund for covering our payment providers fees. From 500 USD, the administration fee is 7% of the amount.

Closing your Account

You or Maxony may terminate this agreement at any time and for any reason by giving Notice to the other party. If you decide to close your account, you can do it anytime from "My Account" section in "Subscription". Also keep in mind that we may suspend our Service to you at any time, with or without cause.

We won't refund or reimburse you if you decide to terminate this agreement and you didn't terminate your email or SMS credits or if your subscription isn't arriving to its end. We advise you to first finish your credits before you terminate this agreement.

Closing your account will delete all your data and credits, including your personal data apart from the information needed by our invoicing system.

Also notice that if your account wasn't accessed or wasn't billed for at least 24 months, your account will be considered inactive, and we may delete permanently your account and all data associated to your account.

Confidentiality

Maxony undertakes to keep confidential all of the client's information, data and confidential documents, even following the end of the contract period, and to subject its employees and officials to the same obligation of confidentiality.

Any information which is part of the public domain at the time of the contract or which falls into the public domain without Maxony having violated its obligation of confidentiality; any information which was already known to Maxony before it was communicated by the client; and any information which becomes known to Maxony through a third party, without any violation by the latter of an obligation of confidentiality which pertains to the client are not considered confidential in the sense of this provision.

Copyright

The logos of Maxony and Logos of our software are registered trademarks with the Swiss Federal Institute of Intellectual Property (IPI).

The content, information and texts contained in the Maxony's websites are protected by the International Law on Copyright and Neighboring Rights.



Their extraction is exclusively reserved for strictly personal, non-collective and non-commercial use.

Any other use, diffusion, redistribution or reproduction of these photos, texts, logos and applications for a purpose other than personal and non-commercial, including on another website without a written, express and preliminary agreement of Maxony is strictly prohibited.

Any reproduction (transfer on another medium) or use of data from the Maxony's websites is exclusively limited to the personal and private use of the users of the Internet network, excluding any distribution notably for commercial use.

Any reproduction or use, even for private purposes, of all or a substantial part of the data on the Maxony website is strictly prohibited and subject to prosecution in accordance with the Swiss Law on Copyright and the international conventions in force.

Guarantee in the case of defect

The client must inform MAXONY in writing of the discovery of any possible defects affecting the software, modules or applications made available to him/her and of any other disruptions hindering his/her access to Maxony's services.

Maxony will resolve the problems and eliminate the application bug as soon as possible without guaranteeing any resolving time. Other guarantees likely to follow a failure (including cancellation and price reduction) as well as all damage claims (including loss of profit, interruption of services, etc.) are expressly excluded.

Responsibility

Maxony cannot guarantee a functioning of its services which is free of interruptions and disruptions, of set transfer times, of set capacities nor guarantee absolute protection of its network from illegal access or

Maxony excludes all responsibility in cases of malfunctioning outside its sphere of influence, especially those linked to service interruptions among various Internet access providers or other benefits provided by third parties. Maxony cannot be required to provide replacement benefits in these kinds of cases.

Similarly, Maxony excludes any liability for damage to the client through hacking, spamming, phishing or similar acts. Any responsibility is excluded in case of harm suffered by the client following a misuse of connections by third parties (including viruses), by the transmission of false or misleading information, or through the use of third-party benefits.

Within legal limits, Maxony excludes all liability for direct or indirect damage, including the loss of earnings, incurred by the client, particularly in cases of defects, of breakdowns or of erroneous or incomplete transmission of data.

You acknowledge and agree that Maxony shall not be liable for any loss or destruction of your data. You shall be responsible for ensuring that you have proper backup therefor.

For situations in which Maxony is accountable, it is only so to the extent of the damage caused to the amount of client annual bill.

Force Majeure

The obligations of Maxony are suspended when the provision of its services is temporarily interrupted, partially limited or made impossible in the case of circumstances beyond its control. Especially considered among cases beyond its control are any restrictive regulations, any attack, any war, insurrection, strike, or other disturbance caused by workers; any fire, flood or other considerable natural event, as well as other causes beyond Maxony sphere of influence.

Damage sustained by Maxony

If Maxony or one of its officials is subject to a criminal, civil or administrative prosecution due to the fact that the hosted data does not respect the legal provisions in force, the client must relieve the concerned party of all claims and accept responsibility for the damage caused, including legal representation and court expenses as well as a possible breach of ethics.

Modification of our legal document

The present general terms and conditions of use, including policies of this document can be changed at any time by Maxony.

Applicable law and place of jurisdiction

The relations between Maxony and the client are governed by Swiss law. For any dispute concerning the various internet service contracts concluded between Maxony and its clients, the jurisdiction is in Geneva, Switzerland.

Date: February 17, 2024

The following general terms and conditions of use cancel and replace all previous equivalent documents.

Privacy Policy

This privacy policy has been compiled to better serve those who are concerned with how their Personal Data is being used online. Personal Data is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. Please read our privacy policy carefully to get a clear understanding of how we collect, use, protect or otherwise handle your Personal Information in accordance with our website and software.

Since 25 May 2018, the EU General Data Protection Regulation (GDPR) is applying, it includes rules and rights on giving privacy information to you.

What personal data do we collect from the people that visit our blog, website or app?

When ordering or registering on our site, as appropriate, you may be asked to enter your name, email address, mailing address, phone number or other details to help you with your experience.

When do we collect data?

We collect information from you when you register on our site, place an order, subscribe to a newsletter, fill out a form, Use Live Chat, Open a Support Ticket or enter information on our site.

How do we use your data?

We may use the information we collect from you when you register, make a purchase, sign up for our newsletter, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

- To allow us to better service you in responding to your customer service requests.
- To quickly process your transactions and to generate invoices.
- To send periodic emails regarding our software and application improvements.
- To follow up with them after correspondence (live chat, email or phone inquiries)

How do we protect your data?

Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems and are required to keep the information confidential. In addition, all sensitive/credit information you supply is encrypted via Secure Socket Layer (SSL) technology.

We implement a variety of security measures when a user places an order enters, submits, or accesses their information to maintain the safety of your personal information.

All credit card transactions are processed through our gateway provider, Datatrans AG, Swiss Corporation complying with PCI Standards and are not stored or processed on our servers.

Where and how long do we store your data?

Your personal data and your application data are stored in our Datacenter in Switzerland, Geneva. The data are kept active as long as you keep a commercial relation with us. If you close your account (in My Account section of our Software) we will erase the data giving a time of 45 to 60 days. We will keep your invoices information for accounting purposes.

What rights do you have on your personal data?

According to EU General Data Protection Regulation (GDPR), you have the following rights:

Your Rights	How to use them
Right of Access Right to Rectification: Right to Erasure ("Right to be Forgotten")	You can access your data from our software in the "My Account" area. In this area, you can modify and delete your data by closing your account.
Right to Restriction of Processing	You can for example keep your account but unsubscribe to our newsletter or other services we provide
Notification Obligation Regarding Rectification or Erasure of Personal Data or Restriction of Processing	We will send you an email if we modify or delete your data
Right to Data Portability	In our software, all data can be exported in standard format like XLS, XLXS, CSV
Right to Object	You have the right and freedom to apply this right by closing your account. We will not process your personal data anymore.

What kind of Cookies do we use?

Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow) that enables the site's or service provider's systems to recognize your browser and capture and remember certain information. For instance, we use cookies to help us remember and process the items in your shopping cart. They are also used to help us understand your preferences based on previous or current site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future.

We use cookies to:

- Understand and save user's preferences for future visits.

- Keep track of advertisements.
- Compile aggregate data about site traffic and site interactions in order to offer better site experiences and tools in the future. We may also use trusted third-party services that track this information on our behalf.

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser settings. Since browser is a little different, look at your browser's Help Menu to learn the correct way to modify your cookies.

If you turn cookies off, it won't affect the user's experience.

Third-party disclosure

We do not sell, trade, or otherwise transfer to outside parties your Personal Data unless we provide users with advance notice. This does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or serving our users, so long as those parties agree to keep this information confidential. We may also release information when its release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property or safety.

However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

Third-party links

We may include third-party links on our website such as social media links or other websites links. These third-party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

CloudFlare

Cookies can be added by the content delivery network (CDN) we use, CloudFlare. We use a CDN to prevent DDoS attacks as well as using caching web content for faster delivery. These cookies are assigned and used only by CloudFlare according to their cookie policy: <https://www.cloudflare.com/cookie-policy/>

California Online Privacy Protection Act

CalOPPA is the first state law in the US to require commercial websites and online services to post a privacy policy. The law's reach stretches well beyond California to require any person or company in the United States (and conceivably the world) that operates websites collecting Personally Identifiable Information from California consumers to post a conspicuous privacy policy on its website stating exactly the information being collected and those individuals or companies with whom it is being shared. - See more at: <http://consumercal.org/california-online-privacy-protection-act-caloppa/#sthash.0FdRbT51.dpuf>

According to CalOPPA, we agree to the following:

Users can visit our site anonymously.

Once this privacy policy is created, we will add a link to it on our home page or as a minimum, on the first significant page after entering our website. Our Privacy Policy link includes the word 'Privacy' and can easily be found on the page specified above.

You will be notified of any Privacy Policy changes:

- On our Privacy Policy Page

Can change your personal information:

- By logging in to your software and choosing "My Account"
- By sending us a email to support

How does our site handle Do Not Track signals?

We honor Do Not Track signals and Do Not Track, plant cookies, or use advertising when a Do Not Track (DNT) browser mechanism is in place.

Data breach Notification (Fair Information Practices)

The data breach notification is part of corporation Data Controllers and Data Processors duties collecting EU personal data, also known in US Law as Fair Information Practices Principles form the backbone of privacy and the concepts, they include have played a significant role in the development of data protection laws around the globe. Understanding the Fair Information Practice Principles and how they should be implemented is critical to comply with the various privacy laws that protect personal information.

In order to be in line with the law we will take the following responsive action, should a data breach occur:

We will notify you via email and via in-app notification, as well as our supervisory authority within 72 hours.

We also agree to the individual redress principle which requires that individuals have the right to legally pursue enforceable rights against data collectors and processors who fail to adhere to the law. This principle requires not only that individuals have enforceable rights against data users, but also that individuals have recourse to courts or government agencies to investigate and/or prosecute non-compliance by Data Processors.



Contact

For further information about our Privacy Data Policy, send us an email to support@maxony.com or write to:

MAXONY Suisse SA
Rue Agasse 54
1208 Genève
Switzerland

Data Management

Statistics for campaigns will be automatically deleted after 5 years. This includes but its not limited to campaigns clicks, openings, unsubscriptions.

Data and Credits of inactive accounts will be automatically deleted after 24 months.

API Use Policy

Maxony has open APIs services that you can access. The APIs allows developers to build integrations between their own Software or application and Maxony's software and applications.

At the same time we can share data with the help of our APIs we need to protect our system as well as our client's rights. This is why we created the "API Use Policy" which is part of the "General Terms and Conditions of Use".

Access

You will access our API with your credentials and an API Key provided by our support. All the APIs requests are secured by SLL (https), it's why it's sure to pass your key and credentials to our APIs.

Spam and Abuse

You won't spam nor take any actions with our APIs for violating the clauses mentioned in "Authorized Use Rules" in our "General Terms and Conditions of Use".

You will have to follow the instruction given in our APIs documentation and you will not attempted to hack or change the way our APIs work. We may monitor your use of our APIs for compliance with these rules.

Privacy

By sharing data through our APIs, you will have to respect the privacy of your users. Your integration must display a privacy policy for users explaining which data are used and how you use them in your integration.

Updates

We can update or modify the APIs and this policy any time. We will notify those changes by email and on our websites. These changes may affect the way you work with our APIs with your own Software application. Even though we are not willing to restrict the use of our APIs, we might restrict client overloading the APIs Server to make sure that those services are running smoothly for all our clients. If the changes we make are unacceptable for you, then you may ask us for dedicated API or stop using our APIs.

Disclaimer

The use of our APIs and Integration with your application will be under your own responsibility according to our APIs documentation of use. The use of our APIs doesn't create or imply any partnership or joint venture.

Service Level Agreement

We define here the level of quality of the availability of our online software, the way we operate Support as well as bug fixing. We also talk about security issues as well as guarantee and responsibility issues.

Security Measures

Maxony takes measures to protect our servers against unlawful interventions by third parties, without however guaranteeing absolute protection against such interventions.

It is the responsibility of the client to protect against any unauthorized access or manipulation of his/her computer equipment, notably by appropriately protecting his/her own access codes.

Access to our services

Subject to private agreement or to technical disruptions limiting access to the services, use of Maxony Internet services is open to the client 24 hours a day, seven days a week.

Maxony may at any time limit or interrupt access to its services in order to carry out maintenance work. Maxony will communicate by email or directly inside the online software when such maintenance is necessary.

If for any reason you cannot access our online service, we ask you to contact our support team.

Support Team

First Level

The first contact you will have with our support agent to help you with the problem you are facing.

We offer free Phone Support, Email Support and Chat Support in several languages for Europe and America. Maxony also provides material for auto-learning such as videos on our FAQ Section.

Our agents are able to help you with functionality issues and how to use your software in the most efficient way, help you finding the best technical and commercial solution with our software.

All issues will generate a ticket number that will be communicated to you by email for you to follow the case.

In some cases, the support agent will need to escalate to the second level; for which he will need:

- To obtain all useful information of client (Num. client, browser type, screen capture...)
- To try to reproduce the incident if possible.
- To search in FAQ database if a solution is available.
- To check all DNS, SPF; DKIM, issue for deliverability (if applies)

Second Level

After first contact and after being able to reproduce the problem, we will be in contact with our team of developers, with our IT network Team for deliverability issues or Legal Team for legal issues.

Service Level Agreement of Support

	Response Time* (max.)	Monitored
Support 1 st level	24h	Monthly
Support 2 nd level	48h	Monthly
Answer from Legal Team	10 days	Monthly

*Time we will take to notify your question, solving time depends on the complexity of the problem, also during opening hours in Europe, Monday to Friday, from 8am to 5pm (GMT+1) and in America 9pm to 5pm (GMT-6)

Service Level Agreement of IT Infrastructure

	Service UpTime*	Monitored
Website and FAQ	99%	Every 5 minutes
Online Applications	99%	Every minute
API	99%	Every minute
SMTP	99%	Every minute
SMS Gateway	99%	Every minute

*Maintained by IT team 24/24h and 365 days per year.

In addition to this Service Level Agreement, under your demand, we also offer specific and dedicated IT Infrastructure and Support Service with your own SLA needs at customized price.