

Terms and Conditions of selling digital content via freshmail.com

§1 Definitions

1. The terms and definitions used in these Terms and Conditions shall have the meanings set out below:
 - a). „FRESHMAIL” – means the company FRESHMAIL LTD 88 Wood Street, London, EC2V 7RS, United Kingdom, Registration Number 09031246;
 - b). „Store” – means an online transaction service hosted at <http://freshmail.com/a-fresh-approach-to-email-marketing/> by FreshMail, enabling you to purchase Digital Content;
 - c). „Digital Content” – means products in electronic formats in the current offer of the Store, including in particular eBooks (digital literary work);
 - d). „Services” – means services in the current offer of the Store;
 - e). „Customer” – means a person with full legal capacity, a legal person and an organizational unit without legal personality who may, in his or her own name, acquire rights and incur the obligations of purchase in the manner specified in the Terms and Conditions;
 - f). „Blog” - means website under the url: <http://freshmail.com/blog/>
 - g). „Newsletter” – means emails sent to the Customer via FreshMail. The newsletter may contain commercial information from FreshMail or its partners;
 - h). „Terms and conditions” – means the present regulations governing the use of the Store, including, in particular, the principles for ordering digital content and the rights and obligations of Customers and FreshMail;
 - i). „Personal Data” – the personal information provided to or gathered by FreshMail is controlled by FRESHMAIL LTD 88 Wood Street, London, EC2V 7RS, United Kingdom, Registration Number 09031246. The information is processed pursuant to provisions of the Act dated 28 August 1997 on Personal Data Protection (Journal of Laws of 2002, No. 101, item 926, as amended). Personal data is provided voluntarily;
 - j). „Privacy Policy and Cookies” – Protecting your privacy is our highest priority and our Privacy Policy is a collection of all the rules and practices that govern the collection and storage of personal data. You can read our Privacy Policy [here](#);
 - k). „The Law” – means the law dated 4 February 1994 on the Copyright and Related Rights Act (Journal of Laws of 31.05.2006, as amended)
 - l). „The sale” – means the sale of Digital Content by FreshMail made in the Store, in connection with the order submitted by the Customer after completing the data in the order form.

§2 General terms

1. These Regulations govern the terms and conditions of use of the Store, including, in particular, the terms and conditions for the purchase and delivery of Digital Content.
2. By submitting an order, the Customer declares that he has read the Regulations, fully accepts the provisions contained therein and undertakes to abide by them.
3. As soon as the order is placed, a contract between FreshMail and the User is entered, for the use of the Store and its functionality (hereinafter referred to as the "Agreement").
4. The owner of the Store and the entity selling the Digital Content is FreshMail.

5. Any works within the meaning of the Act contained in the Shop are subject to legal protection.
6. By using the Store, the Customer agrees not to use without permission the contents other than those specified in the Terms and Conditions.

§ 3 Store registration terms

1. In order to place an order, the Customer should complete the fields of the order form located on the Store's website, providing all required information, including in particular the name and email address, and submitting all required consents and statements.
2. By selecting during the ordering process the field "I have read and accept the terms and conditions of the FreshMail Store", the Customer acknowledges that he has read, understood and accepts these Terms and Conditions and agrees to all of these Terms and Conditions.
3. The customer is required to provide real data in the registration form.
4. The customer acknowledges that during the use of the Store, including in particular during the Purchase, he may be asked to provide additional data, not included in the registration form, such as telephone number and VAT id necessary to issue an invoice.
5. The customer acknowledges that during the registration process, he must affirm that he agrees that FreshMail will store their personal data for the purposes of completing the Sales Agreement. The customer also declares that he provided personal data voluntarily and that he has been informed of the right to request access, change and deletion of his personal data.
6. Upon completion of the personal data on the purchase form, the Customer will be automatically redirected to the payment page. Making a purchase is only possible through online payments. Purchase fees must be paid through the PayU payment system, made available upon completion of the Purchase Form. The Organizer is not responsible for the accuracy of the services provided by PayU.
7. Upon confirmation by FreshMail of the account creation, Customer acquires the right to use the functionality of the Store provided by FreshMail, in particular for acquiring the digital content currently in the sale. At the same time between FreshMail and the Customer a use of the Store agreement is formed.
8. An account can only be assigned to one Customer. A Customer may have only one account.
9. In the event of a change of personal data, the Customer is obliged to immediately update the personal data entered upon registration. Failure to update personal data may result in the failure of FreshMail to properly provide digital content and services.
10. The agreement can be terminated by FreshMail for important reasons, with a 7 (seven) days notice period. Important reasons are e.g. changes to the law
11. The Agreement may be terminated by FreshMail without notice in the event of a breach by the Customer of its obligations.

§4 Available digital content and it's purchase

1. FreshMail within an online store presents digital content available for purchase.

2. Information about the digital content currently available on the Store is available on the Store's website.
3. Offers implementation after order is placed by the Customer follows the order of receipt of confirmed offers for particular Digital Content. Each Digital Content given in the Customer's order is subject to a separate offer.
4. In order to make an offer to buy the selected digital content, the Customer should complete purchase form with the personal information and then make a payment.
5. All prices quoted on the store's pages include VAT tax on goods and services.
6. Upon submission of the offer and the payment, the Customer will receive an email from FreshMail with a link to download the digital content.
7. Once the email mentioned in a previous sentence is sent, a digital content delivery Agreement is entered under the Terms and Conditions and the Addendums to these Terms and Conditions.
8. FreshMail reserves the right to refuse to sale Digital Content to Customer in the event of any breach of the Terms and Conditions or other applicable law.

§5 Privacy Policy and Cookies

1. By registering on the Service, you agree to the processing of your personal data for the purpose of the performance of the Agreement, the Purchase, and for the purposes set out in the Privacy Policy and Cookies
2. Personal data is voluntarily provided by the Customer, however, lack of customer's consent to process personal data by FreshMail prevents the Service from being performed under the Agreement. You are fully responsible for providing false personal data.
3. Database administrator is FRESHMAIL LTD 88 Wood Street, London, EC2V 7RS, United Kingdom, Registration Number 09031246. FreshMail promises to protect Customer's privacy.
4. The information is processed pursuant to provisions of the Act dated 28 August 1997 on Personal Data Protection (Journal of Laws of 2002, No. 101, item 926, as amended).
5. The Customer personal data is processed to enable usage of the Store, purchase and for marketing purposes of FreshMail or its partners, including the newsletter to receive information about new digital content available and services and promotions.
6. The Customer has the right to inquire their data at any time, as well as the right to rectify them and request them to be removed.
7. FreshMail's Store use cookie files. The cookie files are used to collect information about when you visit our website, your browser type and version, your operating system, and other similar information. The cookie files include the data used to identify registered users. Our cookies do not include personal data.

§6 Complaints

1. The customer may file a complaint regarding digital content.
2. The customer may submit a complaint by email at support@freshmail.com or to the FreshMail's address.
3. Complaints can be submitted within fourteen (14) days of the purchase date.

4. The complaint should include customer's: (i) the name and surname; (ii) correspondence address, email address and telephone number; (iii) the subject matter of the complaint; (iv) an indication of the facts justifying the complaint. In the absence of the above FreshMail can ask the customer to complete the missing data.
5. FreshMail will respond to complaints within fourteen (14) calendar days.

§7 Final terms

1. FreshMail is not liable for any faults in blocking the email address indicated by the Customer by email network administrators and for deleting or blocking emails by software installed on customer's computer.
2. In matters not regulated in the Terms and Conditions, the provisions of law, especially the Civil Code, apply.
3. FreshMail is required to provide digital content without any defects.
4. FreshMail reserves the right to amend the Terms and Conditions for important reasons, and in particular in the case of technical reasons and changes with applicable laws.
5. The amendment of the Terms and Conditions enters within the time indicated by FreshMail, not shorter than 7 days from the date of the change of the regulations. Purchases made by Customers prior to the entry into force of amendments are implemented according to the existing provisions of the Terms and Conditions.
6. In cases not regulated by the Terms and Conditions, the provisions of law apply accordingly.
7. Acceptance of the Regulations is a simultaneous acceptance of the Privacy Policy available at <https://freshmail.com/privacy-policy-2/>
8. Terms and Conditions come into force on 01.07.2017.