

# Terms of Use for FreshMail.com

FreshMail is committed to providing the highest standard of service to our customers. The Terms of Use are meant to clearly define the conditions under which clients may utilize FreshMail for commercial, professional or recreational use.

Before beginning any activities with FreshMail, please read the Terms of Use in its entirety since use of the system constitutes acceptance of the procedures and standards used by FreshMail.

The Terms of Use are meant to make your work with FreshMail completely transparent. To make them easier to navigate and understand, the Terms of Use have been divided into sections with additional commentary where necessary to clarify various points. This is all done so that the rights and obligations attached to your FreshMail Account are perfectly clear. Remember that the division of the Terms of Use into parts is strictly for the purposes of convenience and no individual part can be interpreted independently of its place in the larger text.

In case of any questions or doubts regarding the rules set forth here, please contact us [here](#).

## Definition of terms

1. To ensure uniform understanding of these terms, we've put together a small list of definitions.

Account	Your individual profile, created after registering for the Service and your portal for using the Program.
Trial Account	It is an Account that you set up for 60 days (Trial Period) and you do not incur any fees for FreshMail. You can create mailing lists on the Trial Account with a maximum total amount of 100 000 of e-mail addresses or phone numbers of Receivers. You can send up to 1000 messages in the Test Period. Trial Account does not have certain functionalities of the Program and has limited access to technical support;
Account maintenance fee	An additional one-time fee that varies according to the length of time that an account was not paid for. The fee results from the need to store data on our servers (subscriber activity, saved campaigns, reports and subscriber lists) when an account is active. The amount of the fee depends on how late payment for the account is and Users are informed of the exact figure at the time when a new plan is purchased. <a href="#">Read more about it here</a> .
Agreement	By creating an Account in FreshMail, you enter a non-exclusive licensing agreement governed by the conditions set forth in the Terms of Use. If you have used the Trial Account before, then after the Trial Period you have 30 days to enter into an

Agreement with us for payable use of the Program - later, the Trial Account along with all the data is deleted by us.

#### Anti-Spam Policy

We pay careful attention to making sure that the use of the FreshMail system is carried out in accordance with the provisions of applicable law and generally accepted principles of commercial internet activities. To help us meet these standards, we have developed an Anti-Spam Policy that consolidates generally accepted regulations and rules regarding preventing abuse of email campaigns. You can read our Anti-Spam Policy in full [here](#).

#### Campaign

Sending campaigns is what the FreshMail system does. Campaigns are sending actions conducted by making use of the system. This includes one-off, single campaigns consisting of a single mass sending of email as well as automated campaigns consisting of multiple sent emails.

#### Documentation

After logging in to the FreshMail system, you will have access to functions and files necessary for your work. We call this material "documentation".

#### Free Account

Prior to 12 December 2017, Freshmail offered the possibility of creating a free account, on which the list of Recipients and some functionalities were limited, while the time of having such an account was not limited. Currently, it is no longer possible to create a Free Account, and such previously set up accounts will operate until 30 March 2018. After this date, all Free Accounts will be deleted by Freshmail.

#### FreshMail

That's us. We are a limited liability company seated in Cracow, Poland, entered into the register of the National Court Register by the District Court for Cracow-Downtown, XI Commercial Division of the National Court Register, under KRS number 0000497051.

#### Moderation

Campaigns must be moderated by FreshMail before they are sent. Analysis of the contents of every Campaign is done in accordance with the Terms of Use, Anti-Spam Policy and good practices of email marketing.

#### Price List

The FreshMail service is fee-based and the rules of payment along with a list of prices for various services can be found on the Price List.

Privacy Policy	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 <a href="#">here</a> .
Program	This is what you import your address database into and what you send your Campaigns from. It is a software program available online at <a href="http://app.freshmail.com">app.freshmail.com</a> , accessible through modern web browsers and operating on the Software as Services model (it does not need to be installed on your computer).
Recurring payment	A method of payment in which funds are automatically transferred to FreshMail after after a User agrees to attach a credit card to an account. Consenting to recurring payments allows fees to be paid automatically and on time for each accounting period. The amount to be paid depends on the number of addresses stored in the account. Prices are specified <a href="#">here</a> .
Report	Do you want to know how many Subscribers opened your Campaign? Reports let you see the statistics related to the performance of your Campaign.
Service	You use the service to log in to your Account and use the Program. The Service is available at <a href="http://www.freshmail.com">www.freshmail.com</a> .
Spamtrap	This is an address that is intentionally left somewhere on the Internet to identify senders that are not acting in accordance with the law or with good practices of email marketing. The address can be created specifically for this purpose or it can be an already existing address that has been inactive for at least two years. The presence of a Spamtrap address on your Subscriber list suggests a lack of hygiene in your database.
Subscribers	The people you send your message to. These are the people whose email addresses will be imported into the Program. Note that the number of Subscribers in your Account is the sum of the addresses of everyone on your Subscriber lists, even if a particular email address appears multiple times.
Terms of Use	You're reading it now. This is a document in which we have defined the terms and conditions for payable use of the Service and the Program.

Trial Terms of Use	Before you decide that you want to use the payable Program, you can try it for free using the Trial Account. Our relationship with you in the free Trial Period formed in another document - Trial Terms of Use, available [ <a href="#">here</a> ].
User	That's you. The person who opens an Account and uses FreshMail, in accordance with its Terms of Use and for the purposes of utilizing its functionality in the field of email marketing, is the User.

Unless explicitly stated otherwise, all uses of the above capitalized terms in this document carry the definitions given here.

## What is the FreshMail Program and on what basis is it used?

2. FreshMail provides services used in the course of conducting email marketing activities. These services are provided by supplying Users with access to the tools and functionalities of the FreshMail Program. By registering on [www.freshmail.com](http://www.freshmail.com), you are entering into an Agreement. On the basis of the Agreement, FreshMail shares a non-exclusive license with you to use, at one time and from one place, the capabilities of the Program from a single, individual login (email address). The primary User (the person with whose personal information the Account was opened) is fully responsible for the proper use of the Account and in particular following the rules set forth in the Agreement, Terms of Use and Anti-Spam Policy. Primary Users do, however, have the option of making their Account accessible to others although this does not relieve the primary User of full responsibility for activities on the Account. On the basis of the Agreement and subject to the conditions set out in it, you can use the Program and use the Documentation downloaded from [freshmail.com](http://freshmail.com) solely for your own personal use.
3. The User shall respect applicable copyright and authorship laws regarding FreshMail's ownership of the Program and the Service provided. This includes, but is not limited to, copying, translating, adapting or otherwise changing anything, in part or in whole, content, coding, functions or anything else related to the operation of FreshMail.
4. The license granted to you and the associated rights to use the Service, Documentation and Program expire upon the termination or expiration of the Agreement.

## Registration

5. In order to use the System, you must first have a valid email address.
6. To complete the registration and to use the Service and the Program, you must also have the appropriate hardware with a connection to the internet. An internet browser that accepts "cookie" files and activated JavaScript are also necessary.
7. If you already have an email address and the equipment specified above, you can move on to registration. Without a successful registration you will not have access to any of the functionalities of the System or Program. Go to [www.freshmail.com](http://www.freshmail.com) to begin the registration process. Furthermore, you will be asked to provide and confirm a password that will help to ensure the security of your

Account. Furthermore, you will be asked to provide and confirm your name, email address, phone number and a password that will help to ensure the security of your Account.

8. During the registration process, you must affirm that you agree that FreshMail will store your personal data for the purposes of completing the User Agreement. You can also indicate that you agree that FreshMail may send direct marketing messages to you as well. We are an internet company, so be sure to consent to receiving electronic messages from us regarding your use of the Service and the Program.

9. Registration takes place the moment you click "Create an Account" or another button to create an account, fill in the registration form and confirm the entry. From this moment, a Trial Account will be created. The terms and conditions of using the Trial Account are set out in the Trial Terms of Use, while the terms and conditions of using the payable Account are provided below in these Terms of Use.

10. Your email address is your login to the Program and your initial access to the system is only possible with the email address you provided during the registration process. Your login can then be changed at any time by contacting our Customer Support.

## **What can you import to the Program?**

11. When importing personal data into your FreshMail Account you may only add email addresses that were voluntarily supplied by their owners and with clear consent to the use of that information for commercial purposes. If you are uploading lists to FreshMail, you must explicitly certify that your lists consist of 100% certifiable double opt-in email addresses.

12. You must be the administrator of the data entered into the Program and you assume responsibility for its proper use in accordance with the rules described here.

13. As the administrator, you bear full responsibility for importing data into the Program. Should it be necessary, you release FreshMail from all responsibility for data uploaded into the Program. The maximum number of Subscriber lists is 100 (one hundred) but this limit can be increased if necessary by contacting our Customer Support.

14. FreshMail reserves the right to verify any email addresses imported into the System, including those checked by other verification tools designed to examine Subscriber lists for the presence of any prohibited addresses (spam traps, etc.). In the event such addresses are detected, no Campaigns will be sent to them. If a significant number of prohibited addresses are found on a Subscriber list, FreshMail may suspend all Campaigns sent to any addresses on the entire list.

15. If you have used the Trial Account before, the Agreement for the payable use of the Program, all your data and Recipients lists will be automatically imported from the Trial Account to the paid account.

## **Sending your first Campaign**

16. The Program has been designed to be easy to use. FreshMail makes it simple to create your own Campaign from start to finish as well as to use ready-made tools and templates. If you have any problems creating your first Campaign or if anything is more complicated than you thought, have a look at our step-by-step guide [here](#). Remember that the User is responsible for the preparation of the Campaign and its content and FreshMail's role is to supply the tools that make it possible.

17. Campaigns sent through a paid Account are released only when the Account has no outstanding payments. Online payments are processed automatically but can sometimes take longer than expected to be credited to an Account. Users should be aware that such a delay can last for up several days.

18. The results of sent Campaigns can be found in Reports, which are updated in real time. FreshMail registers all Subscriber actions for six months from the date Campaigns are sent. Subscriber actions after that time are not reflected in Reports.

19. Pictures used in the FreshMail template library are for demonstration purposes only and should not be used in the final newsletter template of any sent Campaigns.

## Payments

20. If you want to use the paid version of the Program, you must select the appropriate package for you, ie. "Pay for sent" or "No limit."

21. Such Accounts become active only:

I. after payment has been confirmed and invoiced via an online payment gateway, such as PayPal, or through other electronic transfer (recurring payments or one click payment).

II. after adding additional information, such as your name, home or company address to your Account information, per our Anti-Spam Policy

22. After payment and all necessary information have been received, Users have access to the full functionality of the Program.

23. After your plan has expired, you can still access your Account but you will only be able to send Campaigns when your next payment, made by an online payment gateway, has been received and invoiced. If you choose the "Pay as you go" option or the "Unlimited" option, the programme will automatically top up your Account. Remember that you can also buy a paid package for a period of longer than 30 (thirty) days.

24. The forms of payment accepted by FreshMail can be found on the Price List. FreshMail is not responsible for the proper functioning of internet payment platforms and has no control or influence over the services they provide nor the speed of their delivery.

25. Additional information regarding forms of payment:I. If payment for your Account is made by online transfer, the transaction is subject to the regulations of the online payment portal you choose. The time needed to execute the payment may vary from one operator to another and it is your responsibility to ensure that payments are made in a timely fashion.II. If you pay by credit card, regular charges will be made by FreshMail until the payment account is closed or your FreshMail Account is no longer active. The transfer of funds to FreshMail is subject to the regulations of the entity responsible for the transaction.

26. Payments made online are processed on an external site. You can begin the payment process on the "Payments" tab. FreshMail has chosen online payment partners on the basis of their reliability and commitment to the protection of personal data. For answers to any questions or doubts regarding the functioning of such payments, please refer to the Privacy Policy available on those external websites. Please remember, that the information given during the transaction is neither saved nor stored by FreshMail. The history of your payments is made available to to you in the "Payment" > "Payments History" tab.

27. All prices given and amounts paid are subject to applicable taxes. Also, invoices for all payments are available in the payment history each User's Account.

28. For payment purposes, Accounts are divided into two kinds of plans:

I. "Pay as you go" - payment is made as emails are sent, when no emails are sent no payment is made,

II. "Unlimited" monthly plans - regular monthly payment is made and there is no limit to the number of emails that can be sent in a payment period.

29. The two payment options available for Paid Accounts work in different ways:

(i) Selecting the "Pay as you go" plan means making payments in advance and using the credit to send messages. Furthermore;

- your credits are valid for 2 years from the date of purchase. After which time your after your plan expires and the unused credits are lost;
- if applicable limits on the number of messages sent are reached, campaigns may be automatically held until additional payments are made;
- each month, such accounts must have enough credit to send at least one campaign to the entire subscriber database associated with that account;
- If a User spends all the credit on an account or falls below the limit mentioned in the previous point, FreshMail will send a reminder about the need to make additional payments. If payment is not made within 90 days, the account will be blocked and deleted in accordance with point 69 of the Terms of Use.

(ii) when choosing the "No limits" plan, Users make a single monthly payment for unlimited campaigns sent to a database of not more than 100,000 (one hundred thousand) subscribers. The payment entitles Users to send as many campaigns as they like for a period of 30 (thirty) days from the date the payment is processed.

- When the thirty-day period expires, payment must be made to continue service. If payment is made later than the first day after the expiration of the accounting period, additional charges will be applied for the maintenance of the account and storage of data on FreshMail's servers for the time period the account was inactive. More information is available [here](#).
- If the number of Subscribers in your Account exceeds one hundred thousand (100,000) an additional fee of 4\$ applies for each additional one thousand (1,000) Subscribers. Under this plan you can send up to fifteen (15) times as many messages as you have Subscribers.
- These additional payments for exceeding the limit of 100,000 subscribers must be paid in advance of sending messages. If a User has agreed to the terms of the recurring payment agreement, FreshMail will automatically bill the credit card attached to the account for the additional fees. If payment is made by another method, campaigns will only be sent after the fees have been paid.
- If you send a number of messages that exceeds an amount that is more than fifteen (15) times the number of Subscribers you have, an additional fee of 0,3\$ applies for each additional one thousand (1,000) messages sent.

30. Paid Account plans can be changed at any time. Any outstanding payments must first be received before any change can be made. More information regarding payments can be found [here](#). Please direct any questions regarding changing payment plans to Client Support, the contact form is available [here](#).

31. You can select from various unlimited packages for different numbers of Subscribers or unlimited plans on our Price List. You may not combine different both forms of payment on one Account.

32. All payments are made to FreshMail electronically, therefore you agree to receive invoices in an electronic form. You may revoke this consent at any time by writing to us from the email address used to establish your Account or by traditional mail.

33. In certain circumstances you may suspend your Account for a maximum of six (6) months, after which you must contact our Customer Support. An account may be suspended if the required fees, including charges for the maintenance and storage of inactive accounts, are not paid in a timely manner.

## **By using our Service and Program you declare that:**

34. You will bear full responsibility for the Campaigns sent from your Account and their content. The Campaigns that you create are solely and exclusively your liability.

35. You will not use Accounts belonging to other Users nor will you allow others to use yours.

36. You will not sell access to your Account or allow others, in any way, to use your Account on behalf of third parties. Please remember that you can have more than one FreshMail Account. However, if you use multiple Accounts in order to evade the regulations of the Terms of Use, Privacy Policy and the Anti-Spam Policy, FreshMail can block your Accounts and terminate your Agreement. This applies to all FreshMail Accounts, including Trial Accounts.

37. You will not use the Account, Service, Program or Documentation in a way other than that specified in the Agreement.

38. You will respect and defend FreshMail's intellectual property and proprietary trade secrets.

39. You have read, understood and will follow the rules regarding legal obligations, FreshMail's Privacy Policy, Terms of Use and Anti-Spam Policy.

40. You will keep confidential any information obtained as a result of the Agreement that is not already made public by FreshMail.

41. You will inform FreshMail of any change in your email contact address within 7 (seven) days of the change. Your contact email address is the address given during the registration process and it is sufficient to update your contact address in the Settings in your Account. Remember that changing your contact address is not the same as changing your login address. If you want to change your login address, contact our Customer Support [here](#).

42. You will assist us in resolving complaints made by the Subscribers of your Campaigns or any other reported abuses of the Terms of Use, Anti-Spam Policy or Privacy Policy.

43. You have voluntarily chosen to use the Program and the Service.

44. The information you provided during the registration process is true and accurate.

45. Information you import into the Program is consistent with FreshMail's Anti-Spam Policy and does not violate the rights of any third parties.

## **FreshMail agrees to:**

46. Maintain the privacy of the data imported into the Program.

47. Inform you of any actual or alleged breach of your confidential business information or violations of generally applicable law that occur or may have occurred during the execution of the Agreement.

48. Provide, if you give consent, notifications of changes and improvement to the Service or the Program. In order to receive these notifications, you must agree to receive commercial information via email (as described in Point 8 of the Terms of Use).

## Privacy Policy - storing confidential information

49. Maintaining the highest standards of protecting the privacy of personal information is a team effort. Together with our Users, FreshMail is responsible for ensuring that information stored with us is kept strictly confidential. Starting an Agreement with FreshMail obligates the User to respect and preserve the security of all information that is exchanged during the course of the Agreement. An expanded and more detailed description of FreshMail's Privacy Policy can be found [here](#).

50. Compliance with FreshMail's Privacy Policy does not free you from other legal obligations pertaining to the safekeeping and protection of personal data. Users are also subject to any regulations that may be applicable in their jurisdiction.

51. You can send us or email us written consent to use fragments or the whole of your Campaign as well as its statistics as a case study at business meetings or conferences as well as business and science publications. Please remember that we take "no" for an answer.

52. FreshMail is constantly working to improve the effectiveness of Campaigns sent through our System. Therefore, for the purposes of statistical surveys, the User agrees that FreshMail may use statistical data from Campaigns sent from the System, in particular, their:

- quantity
- frequency
- effectiveness

53. Furthermore, the User agrees that FreshMail can publish the results of these studies for use in professional meetings, conferences, trade publications and research. We guarantee that the use of this data is made in such a way as to make identification of its source impossible.

## Safeguarding the processing of confidential information

54. By entering into the Agreement and by entering data into the Program, the User entrusts FreshMail to process personal data related to the implementation and execution of Campaigns. Your database may contain personal information.

55. FreshMail's processing of personal data is a commercial activity undertaken in exchange for payment.

## Moderation

56. The purpose of Campaign Moderation before sending is to assure compliance with the highest standards of mass email. FreshMail's Customer Support verifies that Campaigns have been created in accordance with the Terms of Use, Anti-Spam Policy and Privacy Policy and checks for the presence of a resignation link, the absence of which is grounds for a Campaign to be rejected. Campaigns can also be rejected if they contain offensive material, violate the law or in any way violate the Terms of Use, Anti-Spam Policy or Privacy Policy. User are not entitled to any refund or credit due to any Campaigns being held, delayed, cancelled or otherwise not sent.

57. Moderation applies to all sent Campaigns from all Account regardless of the type of payment plan.

58. Please remember, that Moderation does not release you from full responsibility for all Campaign content.

## **Blocked Accounts and suspended Campaigns**

59. FreshMail may temporarily block a User's Account under various circumstances, including, but not limited to, the following:

I. When a User has not logged in to an Account for a period of more than 30 (thirty) days. When an attempt to log in to such an Account is made, the User will receive an activation message from FreshMail containing a link. Clicking on the link will lift the block on the Account.

II. When a User violates the Terms of Use, the Privacy Policy or Anti-Spam Policy. In this case, the block may be lifted after an explanation from the User regarding the violation. FreshMail may choose to leave the block in place regardless of the explanation given. If FreshMail determines that the violations were the result of intentional misuse of the Program, the User forfeits the right to obtain a refund of any monies paid.

III. When a User violates generally applicable legal regulations. In this case, the block may be lifted after an explanation from the User regarding his activities. FreshMail may choose to leave the block in place regardless of the explanation given. If FreshMail determines that the violations were the result of intentional misuse of the Program, the User forfeits the right to obtain a refund of any monies paid.

IV. When a User fails to make a payment within 30 (thirty) days of its due date.

60. FreshMail can permanently block any Account from sending Campaigns if there are reasonable suspicions that the Account has been used to send Campaigns that violate the Anti-Spam Policy or generally applicable regulations regarding the presence of addresses associated with Spam Traps (e.g. abuse@domain, postmaster@domain).

## **Termination of the Agreement**

61. The User may terminate the Agreement at any time by sending FreshMail a letter or email declaring the User's desire to do so. The termination takes effect at the end of the calendar month following the date of the notification of intent to terminate the Agreement.

62. FreshMail may also terminate the Agreement with the User at any time by letter or email. The termination is effective at the end of the calendar month following the date of the notification of intent to terminate the Agreement.

63. FreshMail may also terminate the Agreement with immediate effect in cases including, but not limited to, a User:

I. violating generally applicable law,

II. failing to make payments outstanding for more than 60 (sixty) days,

III. cancelling consent given to FreshMail to process personal information,

IV. violating the Privacy Policy, Anti-Spam Policy or Terms of Use,

V. requesting that all or part of their personal data be removed from the System or withdraws consent for its storage.

64. Remember that in the event of resignation from the Agreement FreshMail storage the data up to 30 days of the date when the Account was closed. After this time has expired, FreshMail will delete any databases you have imported into the System without informing you.

## **Deleting an Account**

65. In order to ensure the highest standards of the protection of the personal data of its customers, the Service enables you to delete your Account along with all the data in it, including lists of Subscribers, Reports and autoresponders sent, unsent Campaign drafts and autoresponders, contact details and invoices issued by you. In addition to voluntary resignation, your Account can be closed in the instances detailed elsewhere in the Terms of Use.

66. If you use the “Pay as you go” or “Unlimited” plans and you decide to end your cooperation with FreshMail, you can close your Account without assistance by using the “Completely delete my FreshMail account” option in the Settings. All data in your Account will be deleted.

67. FreshMail is authorized to delete your Account if:

I. your Agreement expired or is no longer valid for any reason,

II. you haven't logged into your Account in the previous 12 months,

III. you fail to make a payment within 6 months of your Account being suspended,

IV. you fail to make a payment within 30 days of the date of an unsuccessful attempt to make a payment from a credit card attached to your Account.

V. payment is not made within 30 days of the expiration of your plan or if you do not have enough credit on the account to send one campaign to all subscribers attached to it for more than 90 days.

Prior notification of FreshMail's intent to delete the account will be given. A message will be sent as a reminder of the need to make a payment to avoid deletion.

68. Your Account no longer exists at the moment of deletion. Restoring a deleted account is possible within 90 days from the day it is deleted. This requires the manual work of a programmer and is considered an additional service subject to the payment of \$300.

69. At the request of a Customer, FreshMail can prepare documentation that confirms that personal data has been deleted from the System.

70. Deleting an Account does not constitute resignation from agreement to receive marketing communications from FreshMail nor does it constitute resignation by FreshMail to agree to the proper storage of your personal data.

## **Changes to the system**

71. FreshMail may, at any time and without notice: I. introduce new fees for new services provided in the Service or Program. Such fees will not have any effect on the ability to send Campaigns, II. change the Terms of Use, the Anti-Spam Policy or fees charged for services.

72. Users will be notified of changes at least 30 (thirty) days ahead of time at the email address used during the registration process.

73. All changes come into effect on the date indicated in the message sent to notify Users of the change.

## **FreshMail's limited liability**

74. The Program is a tool that is made available to the User. By utilizing the Program, the User agrees that: I. FreshMail is not responsible for any damages, including lost profits, loss of data or information as a result of the failure of Subscribers to receive Campaigns, the delayed sending of Campaigns or Campaigns delivered to other Subscribers as well as any interruption of Services. II. FreshMail is not responsible for the consequences of the improper use of the Program irrespective of the way it is used.

## Processing personal data

75. FreshMail is committed to maintaining the highest standards regarding the protection of private personal data.

76. During the registration process, FreshMail will ask Users to provide their name and email address. At a later stage during the Agreement, FreshMail may ask for additional necessary details in accordance with our Privacy Policy. All such information is provided voluntarily by the User and a failure or refusal to provide it can result in limited access to certain parts of the Program.

77. Your personal data is processed solely for the purposes of executing the Agreement. Additionally, with your consent, personal data is also used for the electronic provision of services related to the Program and other marketing services, known as direct marketing, containing commercial information from our business partners.

78. The User may contact FreshMail at any time to request information regarding the use of the User's personal data. The User has the right to inspect the contents of the personal data held by FreshMail regarding the User and this information may be updated or corrected. Users also have the right to demand that personal information no longer be processed.

79. The User may, at any time, revoke consent for processing of the User's personal data. Users should be aware that doing so results in an inability to use the functionalities of the Program and may provide the basis for the termination of the Agreement by FreshMail with immediate effect.

80. The User may, at any time, demand that all or part of the User's personal data be deleted from the FreshMail System. Users should be aware that doing so results in an inability to use the functionalities of the Program and may provide the basis for the termination of the Agreement by FreshMail with immediate effect. FreshMail may refuse to remove a User's personal information in cases in which the User violated the Terms of Use, Anti-Spam Policy, Privacy Policy or the provisions of applicable law and the information is needed to establish the nature of the infringements and the determination of the User's liability.

81. FreshMail follows the highest standards and best practices of personal data protection and fulfills all applicable legal requirements regarding its safekeeping.

82. The full text of FreshMail's Privacy Policy can be read [here](#).

## Additional information

83. FreshMail is constantly striving to improve the quality and effectiveness of the System and Program. FreshMail may, at any time, introduce updated and expanded versions of one or the other or both.

84. FreshMail's correspondence with Users is sent to the email address given during the registration process.

85. Issues not addressed in the Terms of Use are subject to the provisions of applicable law.

86. Legal disputes will be resolved in the court district of FreshMail's jurisdiction.

87. These terms are effective from December 12, 2017. For users who opened an account before that date, they become effective on January 12, 2018.