

## FRESHMAIL TRIAL ACCOUNTS TERMS OF USE

FreshMail is a modern company that cares for the highest standard of services. The Trial Account Terms of Use (hereinafter also the "Trial Terms of Use") have been created for you and are to clearly describe the terms of use of the Service by all those who use it for purposes directly related to their business, professional or statutory activity.

Before using the Service in any form, read the full contents of the Trial Account Terms of Use. Remember that using the Service means accepting the procedures and standards used by FreshMail resulting from the Trial Terms of Use.

The regulations are for you, that is why we want it to be as transparent as possible. For easy use of its content, the Trial Terms of Use have been divided into internal editorial units, and each of them has been provided with additional commentary. Everything that you would not have any doubts after reading. Remember, however, that the division is only intuitive, therefore none of the parts of the Trial Regulations can be interpreted in isolation from the others.

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

### Order we made for you - definitions

1. We like the order, therefore we have introduced several definitions in the Trial Terms of Use

Price list	The FreshMail program is payable, and the principles of remuneration and the list of prices for individual services have been specified in the Price List. The Price list will be important to you if after the Trial Period you decide to use the Program payable;
Documentation	After logging in the Service, you will be able to download all the files we have made available, which, for the sake of simplicity, we call the Documentation. These include, in particular, materials that facilitate the use of the Program;
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.
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.
Account	It is yours and only yours. After logging into the Service, an individual profile will be created for you, with the help of which you will be able to use the functionality and resources of the Program;
Trial Account	It is an Account that you can set up for 60 days (Trial Period) and therefore not to 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 Recipients. You can send up to 1000 messages in the Trial Period. Trial Account does not have certain functionalities of the Program and has limited access to technical support;
Moderation	The campaigns are subject to moderation by FreshMail before sending - content compliance with the Terms of Use and the Antispam Policy is checked, as well as good e-mail marketing practices;
Recipients	You send Campaigns to them. These are people whose e-mail addresses or phone numbers you import into the Program. Remember, however, that the number of Recipients in your Account is the sum of the address amount in all of your Recipients' lists, even if individual e-mail addresses or phone numbers are repeated on these recipients lists;
Anti-spam policy	We attach particular importance to the fact that the use of the Program takes place in accordance with the provisions of generally applicable law and generally accepted principles of the Internet. We have therefore created an Anti-spam Policy that brings together all the above regulations and rules. If you want to read the Anti-spam Policy click <a href="#">here</a> ;
Privacy Policy	We attach the highest importance to protecting your privacy. That is why we have created a Privacy Policy - It's a set of rules, regulations and our experience regarding the Personal Data collection. If you want to read the Privacy Policy click <a href="#">here</a> .
Program	You import the databases into it, which contain recipients' e-mail addresses or phone numbers and also you send the Campaigns through it. It is an IT program available online, under the domain app.freshmail.com, operating through modern web browsers in the Software model as a Services (you do not have to install it on your computer);
Report	Do you want to know how many Recipients have received your Campaign? The Report allows you to read the statistics of your Campaigns;
Trial Terms of Use	You're reading it now. This is a document in which we have defined the terms and conditions for free use of the Service and the Program;
Terms of Use	This is a document in which we have defined the terms and conditions for payable use of the Service and the Program. You will find it <a href="#">[here]</a> .
Service	You log in to the Account and use the Program through it. It is the site which is available at freshmail.com;
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.

Agreement

By registering on the Service, you enter into a non-exclusive license agreement with us, by means of distance communication, for a period of 60 days, on terms described in the Trial Account Terms of Use;

If we do not provide otherwise in the Terms of Use, the capitalized phrases listed above will always have the same meaning.

What is the Program and how is it used?

2. FreshMail, through the Service, provides e-mail marketing services. These services are provided by making the tools and functionality of the Program available to you. By registering on the Service and accepting the Trial Terms of Use, you conclude an Agreement with FreshMail. On this basis, we grant you, for a period of 60 days, a free, non-exclusive license to use the Program at one time and on one Program workstation, based on one individual login (e-mail address). However, you have the option of creating access accounts for more than one person on your Account, although please note that you are solely responsible for the use of your Account, and in particular for actions inconsistent with the Agreement, Terms of Use and the Antispam Policy. Pursuant to the Agreement and on the conditions set out therein, you may use the Program and use the Documentation downloaded from the Service solely for your own use.
4. 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.
5. The license granted to you and related rights to use the Service, Documentation and Program shall expire upon the termination, withdrawal or expiration of the Agreement.

Everyone went through it - registration

5. In order to use the Program, you must first set up (or use an already owned) e-mail account.
6. To register and use the Service and the Program, you must also have a device that is connected to the Internet. The device must have a program for browsing the Internet (web browser), which accepts cookies and has JavaScript enabled.
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. Do not forget to indicate that you agree to FreshMail for processing your personal data for purposes related to the implementation of the Agreement. You can also indicate that you are agreeing for FreshMail to process your personal data for marketing purposes, i.e. direct marketing, in particular to send you its FreshMail business information. Remember that we are a Program operating via the Internet - mark the checkbox, in which you agree to send

you all information electronically and documents related to the Service and using the Program.

8. Registration takes place the moment you click "Create an account" or another button to create an account and fill in the registration form and confirm the entry. From this moment, a Trial Account will be created, in which only some of the Program's functionalities are available. If you are interested in gaining access to all current functionalities of the Program, read the Terms of Use regarding payable accounts, available [\[here\]](#).
9. Remember that your e-mail is a login to the Program, and you log in for the first time using the e-mail address provided by you when registering. At any time you can, however, request to change your login by contacting the Customer Service Office.

What can I import into 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.

How to send the first Campaign?

15. The Program has been designed so that everyone can use it in an easy and intuitive way. We provide you with both, the opportunity to design your campaigns from scratch and to use ready-made solutions. In case of difficulties, please read the "Step by Step Campaign" guide, which you will find [here](#). Remember, however, that you are responsible for the preparation of the Campaign and its content, and we provide you only with tools that enable this.

16. The results of the sent campaign can be found in the constantly updated Report. We record the activities of the Recipients in it for half a year after sending the Campaign. All activities carried out by the Recipients after this time will not be included in the Report.
17. The photos used in the FreshMail templates from the Template Library are for reference only and should not be used by you in the Campaigns.

## Payments

18. When registering, you have access to the Trial Account, which, however, does not have all the functionalities of the Program.
19. You can store up to 100 000 (one hundred thousand) addresses or phone numbers of the recipients on the Trial Account, remembering that the e-mail addresses and phone numbers from all recipient lists created by you will be added, even if the data is repeated on the Recipients lists. You can send up to 10 000 (ten thousand) messages from a Trial Account. In the event of exceeding any of the above limits, the possibility of sending a Campaign to your Trial Account will be blocked and the Program will inform you about the necessity to purchase a payable program.
20. Data entered during the blockage by the subscription form, placed on your website and connected to the list of recipients in the Program, will not be saved. However, you do not have to worry - make a payment according to the Price List available [\[here\]](#), and the blockage will be automatically cancelled after the payment is posted. You then have access to the Account and all current functionalities of the Program.
21. The terms of using a paid account can be found in the Terms of Use [\[here\]](#). You can choose between two forms of settlement: the "Pay for sent" package or the "No limit" package. Forms of payments accepted by FreshMail can be found in the Price List available [\[here\]](#).

By using the Service and the Program, you ensure that:

22. You will be fully responsible for the Campaigns and their content sent from your Account. The Campaigns you create from the beginning to the end depend only on you, but remember about the principle of responsibility for all people for whom you have created additional access accounts;
23. You are not allowed to use other people's accounts or share your Account with other people, except for those designated to FreshMail.
24. You are not allowed to sell or otherwise transfer your Account to other persons. Remember that you can have more than one Account. However, if you use them to circumvent the provisions of the Terms of Use, Privacy Policy or Anti-Spam Policy, we may block your Account and terminate the Agreement;

25. You are not allowed to use the Account, Service, Program and Documentation to a scope other than necessary for the purposes of the Agreement;
26. You will protect our intellectual property and business secrets;
27. You have read and accepted and will observe the generally applicable laws, provisions of the Terms of Use, the Anti-spam Policy and the Privacy Policy;
28. You will keep confidential all information obtained in connection with the Agreement, in particular its terms, provided that they are not publicly available by FreshMail;
29. You will inform us about the change of contact e-mail address within seven (7) days from the change. Your contact address is the e-mail address provided in the registration - all you need to do is make an appropriate change in the Contact → Settings tab available on your Account. Remember, however, that the contact address is not tantamount to the login - in order to change the login, contact the Customer Service Office available [here](#);
30. You will cooperate with us regarding any complaint made by the Recipients regarding your Campaigns and other violations of the Terms of Use, the Anti-spam Policy and the Privacy Policy;
31. You accept voluntarily to use the Service and the Program;
32. The data entered by you during the registration process are truthful;
33. Importing your personal data and other information to the Program has occurred in accordance with the Anti-spam Policy, including with the generally applicable laws, and the import does not violate any rights of other persons or entities.

FreshMail ensures that:

34. It will preserve the confidentiality of the database you import into the Program;
35. It will notify you of any instances of an existing or suspected violation of your business secret or provisions of applicable law that occurred or could have occurred during the performance of the Agreement;
36. If you have agreed to this, you will be notified of new solutions arising in connection with the Service or the Program. Remember, however, that in order to receive these notifications you must agree to receive commercial information by electronic means (item 8 of the Terms of Use);

Privacy policy - let us take care of entrusted secrets

37. Together, we create an interlinking system. Both, you and we must take care of the information entrusted to us. By concluding the Agreement, you undertake, together with us, to take care of the security of all information that we transmit to each other. Conditions for caring for information security are set out in the Privacy Policy, which you can read [here](#);

38. Your compliance with the Privacy Policy is not absolute. If you are obliged to disclose any information on the basis of generally applicable laws, please comply with the obligations arising therefrom;
39. With prior written or e-mail approval, you can allow us to use fragments or the whole of your Campaign and its results as a case study at industry meetings, conferences and industry and scientific publications. Remember that whenever we ask about it, "no" is also a good answer;
40. We continue to work on improving the Service, the Program and on increasing the efficiency of your Campaigns. Therefore, for the purposes of statistical surveys, you agree that we can use the statistical data of your Campaigns, in particular their:

(i) number;

(ii) frequency;

(iii) efficiency;

and that we could publish the results of these surveys at industry meetings, conferences and in industry and scientific publications. We guarantee that the use of this data will be in a way that prevents your identification.

41. If you are satisfied with the services we provide, let us boast of it. We can therefore ask you whether you agree to let us know about your cooperation, including by placing your company logo on our website. Remember that whenever we ask about it, "no" is also a good answer.

#### Entrust to process personal data

42. 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.
44. We process your personal data at your request in connection with your use of the Program during the Trial Period.

#### Moderation

45. The purpose of Campaign moderation before sending it is to maintain the highest standards related to sending mass e-mail. The Customer Service Office checks Campaigns regarding compliance with the Trial Terms of Use, the Anti-spam Policy and the Privacy Policy, including the presence of a resignation link, while its absence is tantamount to stopping sending the Campaign. It is also possible to suspend sending of the Campaign if it contains an offensive content, violates the law or good manners, or otherwise violates the Trial Regulations, the Anti-spam Policy or the Privacy Policy. Suspending sending the Campaign does not entitle you to a refund of any funds paid to FreshMail.



46. Please remember that moderation by FreshMail releases You in no way from the full responsibility for the content and manner of conducting the Campaign.

#### Blocking the Account or sending

47. We may temporarily block your Account in the case in which:

(i) you have not logged into your Account for more than 30 (thirty) days. However, after attempting to log in, you will receive an activation e-mail from us - clicking on the appropriate link will remove the blockage;

(ii) you break (or there are reasonable assumptions) the provisions of the Trial Regulations, Privacy Policy or Anti-Spam Policy. In this case the blockage will be removed after providing the necessary explanations. Despite the explanations, however, we can keep the Account blocked. In the event that the above-mentioned violations were aimed at use of the Program's services in a manner inconsistent with their intended purpose and keeping the Account blocked, the Customer shall lose the right to obtain a refund of the payment made;

(iii) you break (or there are reasonable assumptions) the provisions of generally applicable law. In this case the blockage will be removed after providing the necessary explanations. Despite the explanations, however, we can keep the Account blocked. In the event that the above-mentioned violations were aimed at use of the Program's services in a manner inconsistent with their intended purpose and keeping the Account blocked, the Customer shall lose the right to obtain a refund of the payment made;

48. In the case we find sending of a Campaign inconsistent with the Anti-spam Policy, including the generally applicable laws or statements on the list of Recipients of the Spamtrap Campaign, including abuse addresses (abuse@domain) or postmaster (postmaster@domain), we can also permanently block any Campaign sending to these Recipients Lists.

#### Termination of Agreement

49. You can terminate the Agreement at any time by sending us a written or e-mail notice of termination. The termination is effective after the 7 day notice period expires.

50. We can terminate the Agreement with an immediate effect in the case when:

(i) you break the provisions of the Trial Regulations, Privacy Policy or Anti-Spam Policy;

(ii) you break the provisions of generally applicable law;

(iii) you have withdrawn your consent to the processing of personal data entrusted to us;

(vi) you have requested to delete your own data in whole or in part, or cancelled your consent to their processing.

65. Remember that after the expiration of the Test Period (60 days) and after the possible termination of the Agreement as a result of termination, you should secure the collection of databases entered via the Account, which will be possible up to 30 (thirty) days from the date of expiry of the Agreement. After the deadline expires, we will delete your databases imported into the Program without informing you about it. After deleting your databases, you have the option of recovering them only in accordance with item 69 of the Trial Terms of Use.

#### Deleting the account

66. Considering the need to ensure the highest standards of personal data protection for your customers, the Service allows you to delete your Account along with all data collected on it, in particular Recipient lists, reports from sent Campaigns and autoresponders, draft campaigns of unsent campaigns and autoresponders as well as contact and invoice details provided by you. The Account will be deleted in the cases provided for in these Trial Terms of Use.

67. If you decide to terminate your cooperation with us before the 60 Day Trial period expires, you can delete your account yourself using the "Delete account" option in Settings. The data in your account will be deleted.

68. In addition, FreshMail is entitled to delete your Account if:

(i) the 60-day Trial Period has ended and you have not decided to purchase a paid license to use the Program;

(ii) the Agreement has expired or has been terminated for any reason;

69. It is possible to restore a cancelled Account up to 90 days from the moment of deleting the Account. This requires manual work of the programmer, therefore it is an additional service, the cost of which is \$ 300.

70. 7 days before the end of the Trial Period we will send you a message reminding you of the impending expiry date of the Agreement and cancellation of your Account. You should then decide if you want to get the payable plan for using the Program. If you do not do this, after the deadline expires, we will delete your Account and databases imported into the Program. After deleting your databases, you have the option of recovering them only in accordance with item 69 of the Terms of Use.

71. FreshMail, at the Customer's request, will prepare a report on the destruction of personal data that has been imported into the Program via the Account.

72. Deleting an Account does not terminate your consent to receive marketing communications from FreshMail, and at the same time does not withdraw your consent to the processing of your personal data by FreshMail in this respect.

## Changes

73. At any time, we can:

- (i) introduce new fees for using additional services provided on the Service or the Program. Additional fees will not affect the possibilities of sending the Campaigns;
- (ii) change Trial Terms of Use, Terms of Use, Anti-spam Policy, Privacy Policy and Price List.

74. We will notify you in at least thirty days (30 days) advance of any changes to the Trial Terms of Use or the Terms of Use, by sending an e-mail to the address provided in the registration process.

75. Any changes have effect on the day indicated in the information message regarding the change.

## Liability

76. The program is just a tool that you use. Therefore, you accept that:

- (i) we are not liable for damages, including lost profits, loss of data or information, as a result of failure to provide data to or information to Recipients, their delivery to other recipient, delays in delivery or interruptions in the Program or provision of services;
- (ii) we are not liable for unlawful use of the Program, regardless of how it is used;
- (iii) we are liable to you for a maximum of one month (1 month) of net remuneration that you would pay according to the Price list for accounts payable in "no limit" mode, assuming that you would have the same base size as you actually imported into the Trial Account
- (iv) you are solely responsible, including for us, for the database being imported into the Program.

## Personal Data Processing

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

78. 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.

79. 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.
  
80. 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.
  
81. 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.
  
82. 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 Trial 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.
  
83. FreshMail follows the highest standards and best practices of personal data protection and fulfills all applicable legal requirements regarding its safekeeping.
  
84. If you want to read the whole Privacy Policy click [here](#).

#### Final statements

87. 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.
  
88. FreshMail's correspondence with Users is sent to the email address given during the registration process.
  
89. Issues not addressed in the Trial Terms of Use are subject to the provisions of applicable law.
  
90. Legal disputes will be resolved in the court district of FreshMail's jurisdiction.
  
91. Regulations in the above version are effective from 12 December 2017.