

# SeelogicMail Terms and Conditions

*Seelogic Mail* (the "Services"), is a web based software application that offers businesses and web site operators a software application for HTML design, email list management and statistical analysis tools. Seelogic Mail does not allow its application to be used for unsolicited commercial emails (UCE) to individual subscribers. For more detail on UCE please see our [Anti-Spam Policy](#) (also present at the foot of these Terms and Conditions). By purchasing the Services and actively using the application you are deemed to be agreeing to these terms and conditions. (SeelogicMail Terms and Conditions, Anti-Spam Policy and Privacy Policy can also be found on the Seelogic Website)

## The Seelogic Mail Service and Support Offering

- All Services provided by Seelogic are subject without limitation to Seelogic's Privacy Policy and Seelogic Anti-Spam Policy. Seelogic Ltd may modify the terms of the Agreement and may discontinue or change any aspects of the Services at its sole discretion. Any changes to the application or the terms and conditions become effective upon those changes being made live on the [www.seelogic.co.uk](http://www.seelogic.co.uk) website.
- Send Credits are billed, in advance, according to the number of send credits you purchase. These extra 'top-up' send credits do not expire. The pricing for extra send credits can change at any time. You will be informed of any price changes when you next come to buy additional send credits.
- Payment of your Seelogic Mail sign up and additional send credits will be made 30 days after the receipt of an appropriate invoice from Seelogic. If payment of the invoice is not made in a timely fashion, you will be notified via email and we reserve the right to suspend your Seelogic Mail account until payment is received
- Refund Policy - All fees paid to Seelogic Ltd for Seelogic Mail are non-refundable, unless an account is terminated by Seelogic Ltd for a reason other than violation of the Anti-Spam policy whereby Seelogic Ltd may, at their discretion, make a full or partial refund of unused Credits

## Support

### Elements of Support

- Seelogic will provide support either by email when the customer contacts Seelogic on [support@seelogic.co.uk](mailto:support@seelogic.co.uk) or by telephone when the customer contacts Seelogic on 01296 658100. Seelogic will aim to respond to, but not necessarily resolve issues within 4 hours of initial contact.
- Support will only be provided during normal office hours of 9.00am to 5.30pm UK time (excluding weekends and days which are public holidays in England).
- For the avoidance of doubt on-site support and assistance is not included in SeelogicMail support.
- Support is included when additional send credits are purchased.

### Definition of Support

- SeelogicMail support is aimed at providing technical support to resolve technical problems with the Web-based SeelogicMail tool.
- Support will include for example resolution of error messages, problems logging on and faults in standard functionality of the software.

### Exclusions

- SeelogicMail Support is not intended to provide a replacement for (i) proper user training in the use of basic or advanced functions of the service, or (ii) services

relating to the implementation and installation of the Software, and Seelogic shall be entitled to refuse to accept or respond to any Support calls which in its reasonable judgment are intended to be or have the effect of being a replacement for such training or services.

- SeelogicMail Support does not include any form of HTML design services or advice on creating tailored HTML design templates. It is recommended that the customer engage an HTML design agency if specific HTML design is required. (Seelogic can provide details of a design agency partner if required).
- Seelogic shall not be required to provide support with respect to any hardware on which the SeelogicMail service is being used.

## **Restrictions and Responsibilities**

- Seelogic Ltd reserves all rights other than those expressly granted in this Agreement, and no licenses are granted except as expressly set forth herein
- You will not contest the validity of Seelogic Ltd with regard to trademarks or other brand features or content during the term of this Agreement, or after the expiration of this Agreement
- Seelogic Mail may only be used in compliance with the US CAN-SPAM Act and the European Privacy Directive and all other applicable laws. You may not use third party mailing lists to distribute unsolicited email to any third party. You agree to indemnify and hold harmless Seelogic Ltd against any damages, losses, liabilities, settlements, and expenses in connection with any claim or action that arises from an alleged violation of any national or international laws resulting from your illegal use of Seelogic Mail.
- Seelogic Ltd reserves the right to monitor the newsletters created by you and your use of Seelogic Mail. Seelogic Ltd also reserves the right to remove any content or immediately suspend your use of Seelogic Mail, if it believes that your use is in violation of any national or international laws.
- Seelogic Mail will automatically append an "unsubscribe" link to all outgoing email which will allow visitors to remove themselves from your mailing list. Seelogic Ltd may immediately suspend your Seelogic Mail account if you make any attempt to remove, alter or disable this link
- Seelogic Mail will automatically append a "Powered by Seelogic" footer and link to Seelogic Ltd to all outgoing email. Seelogic Ltd may immediately suspend your Seelogic Mail account if you make any attempt to remove, alter or disable this footer and link, unless you have come to a commercial agreement with Seelogic Ltd about the removal of the footer and link
- Seelogic Ltd will not share information you may upload (such as email addresses, name, contact information, or images) to Seelogic Mail. Your customer information will not be shared with any other parties, unless required under law. Seelogic Ltd will not use your customer information for the purpose of sending unsolicited commercial e-mail. Seelogic Ltd may use this information and any technical information about your use of the Services to facilitate your use of Seelogic Mail or in communications with you
- You will comply with the Seelogic Mail Privacy Policy and the Anti-Spam Policy, which may be modified by Seelogic Ltd from time to time
- Seelogic Mail accounts are provided with a single user licence which cannot be extended to multiple use or for use by third parties whether or not for financial gain. Provision of the account does not grant the user the rights to resell the functionality contained within the account or to resell the use of the account to a third party, whether or not for financial gain.

## Termination

- This Agreement will have a term beginning on the payment date of the subscription. You may terminate this Agreement at any time by sending an email to [support@seelogic.co.uk](mailto:support@seelogic.co.uk)
- Seelogic Ltd may immediately terminate this Agreement and suspend access to Seelogic Mail without refund if:
  - You are in violation of any of the terms outlined in this agreement
  - Any content within your mailing,
    - is, or could be considered by Seelogic Ltd to be, detrimental to the reputation of Seelogic Ltd
    - advertises the products or services of third party newsletter software providers
    - is used to promote third party newsletter software providers
    - is used to inform recipients of the intention to transfer to a third party newsletter software provider
- Seelogic Ltd is not liable for any commercial damage to you as a result of its decision to terminate or suspend your Seelogic Mail account
- Seelogic Ltd reserves the right to delete any account data, including unused credits within 30 days after the date of suspension or termination

## Warranty Disclaimer

- THE SEEOLOGIC MAIL APPLICATION AND ANY RELATED SERVICES ARE PROVIDED "AS IS" WITH NO WARRANTY, AND SEEOLOGIC LTD EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESSED OR IMPLIED, REGARDING SUCH SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.
- Each Party agrees to indemnify and hold harmless the other party from and against any losses, claims, liabilities, damages or expenses, including reasonable attorney's fees, directly arising from a material breach of this agreement by the other party.
  - Limitation of Liability.
  - Each Party agrees to indemnify and hold harmless the other party from and against any losses, claims, liabilities, damages or expenses, including reasonable attorney's fees, directly arising from a material breach of this agreement by the other party.

## Anti Spam Policy

Legitimate use of Seelogic Mail includes the sending of graphical newsletters, brochures, promotions, invitations, press releases, product launches and other email campaigns to corporate subscribers and recipient solicited graphical newsletters, brochures, promotions, invitations, press releases, product launches and other email campaigns to individual subscribers.

## Guidance for Marketers on the sending of Electronic Mail

The following guidance is summary information taken from "Guidance for Marketers on the Privacy and Electronic Communications (EC Directive) Regulations 2003: Part 1 – Marketing by Electronic means" as published by the Information Commissioner's Office (ICO). Users of the service should consult the ICO website for further information at [www.ico.gov.uk](http://www.ico.gov.uk)

## Business to Business Marketing by Electronic Mail

Your obligations are as follows:

- You **must not** conceal your identity when you send, or instigate the sending of, a marketing message by electronic mail to **anyone** (including corporate subscribers; **and**
- You **must** provide a valid address to which the recipient (including corporate subscribers can send an opt-out request.

Best practice dictates that ideally you would be able to demonstrate that you have collected any data in a fair way

### **Marketing by Electronic Mail to an Individual Subscriber**

The law requires that

- You cannot transmit, or instigate the transmission of, unsolicited marketing material by electronic mail unless they have previously notified you, the sender, that they consent, for the time being, to receiving such communications. The only exception to this is the "soft opt in".
- You cannot transmit, or instigate the transmission of, any marketing material by electronic mail (whether solicited or unsolicited) to any subscriber (whether corporate or individual) where:
  - The identity of the sender has been disguised or concealed; or
  - A valid address to which the recipient can send an opt-out request has not been provided

To that end Seelogic Ltd does not allow Unsolicited Commercial Email (UCE) or Unsolicited Bulk Email (UBE - also known as spam). If the individual subscriber has not verifiably granted deliberate permission to receive the email, it will be classified as UCE or UBE. Verifiably granted deliberate permission is (1) written or email proof that the recipient has asked to receive the mailing; (2) electronic proof such as a time/date stamp and originating IP address demonstrating that the recipient did agree to receive such email.

### **Actions Taken by Seelogic to eliminate Spam**

- Seelogic Ltd reserves the right to monitor all imported lists and all emails being sent to lists. If a client is found to be using Seelogic Mail to send UCE or UCB, we reserve the right to immediately suspend that client's Seelogic Mail account.
- At the point of uploading a list of individual subscribers to Seelogic Mail, you must explicitly certify that your lists consist of 100% certifiable opt-in email addresses. Seelogic Ltd reserves the right to request such proof and an inability to supply such proof may result in the permanent suspension of your account.
- An abuse link is annexed by Seelogic Ltd to the footer of every outgoing email. Any efforts to disable, this link will result in an immediate suspension of the account.
- Seelogic Ltd also reserves the right to monitor the subject matter of client accounts. Any account found to be using false or misleading subject lines or attempting to distribute illegal information will be suspended immediately and reported to the appropriate local authorities.
- We invite the greater Internet community to provide us with feedback about our client's use of Seelogic Mail

## **How you can ensure you are not sending UCE or UCB**

- Only use purchased lists from reputable sources and ensure the list includes the source of the opt in if you have purchased a list of individual subscribers.
- Do not send emails to discussion groups and generic email addresses.
- Make sure your subject line and email content do not contain false or misleading information irrespective of the recipient.
- Make sure your list of individual subscribers is 100% confirmed opt-in.
- Keep digital or written records showing how you obtained the email addresses on your lists.