



## **POSTAGE™ Newsletter Service Agreement**

Under the terms of this agreement, your usage of any POSTAGE™ Newsletter Service account is an acknowledgement that you have read and understood this agreement, and that you agree to be bound by the terms and conditions below.

### **SERVICE DESCRIPTION**

Subject to the terms of this Agreement, **POSTAGE™ Newsletter Service** provides newsletter sending services to customers.

### **DEFINITIONS**

In this Service Agreement, the following definitions apply:

- POSTAGE™ Newsletter Service: a provider of newsletter sending services, domain is postage.co.za;
- Customer: a person or organization represented by a person, who has agreed to use the newsletter sending services provided by POSTAGE™ Newsletter Service. Unless the contract states otherwise in writing, the benefit of this contract is personal to the Customer and only the Customer can enforce the contractual terms;
- Contract: an agreement between POSTAGE™ Newsletter Service and a Customer, for the use of POSTAGE™ Newsletter Service by the Customer;
- Account: the information provided by POSTAGE™ Newsletter Service to a Customer, which enables the Customer to utilize the services. An account is always associated with one website. For each additional website, an additional account has to be created;
- Subscriber: a person or organization represented by a person, who has agreed and confirmed to become the recipient of e-mail messages sent by the Customer, through the services provided by POSTAGE™ Newsletter Service.

### **CONTRACT FORMATION**

The contract is formed by the completion of these steps:

- A customer requests that an account is opened by POSTAGE™ Newsletter Service;
- POSTAGE™ Newsletter Service accepts the request and creates the account.

POSTAGE™ Newsletter Service reserve the right to accept or refuse your request for any reason - including (but not limited to) credit card / payment clearance, unavailability of sufficient service capacity or errors in product descriptions and/or prices.

### **CUSTOMER INFORMATION**

The Customer is legally responsible for use of the account, and is bound to supply POSTAGE™ Newsletter Service with a current and truthful name and e-mail address for our records, and has a continued obligation to keep this information current.

The Customer agrees to inform POSTAGE™ Newsletter Service in advance of any substantive changes in the nature of the commerce facilitated via the POSTAGE™ Newsletter Service account, and understands that implementing such changes may cause POSTAGE™ Newsletter Service at its sole discretion to discontinue service if such changes would cause violation of this agreement.

POSTAGE™ Newsletter Service guarantees that any personal information supplied by a Customer will be treated confidentially, in accordance with our [Privacy Policy](#). We will use the information you give us, and information arising from our dealings with you ("personal data") to enable us to perform our obligations to you. We may also analyze your personal data, for example, for marketing and market research purposes. We will comply with our statutory obligations in relation to your personal data, and we will not pass on any personally identifiable data about you or anyone else without prior consent. However, it may be necessary to pass your details on to our suppliers or service providers so the services can be provided - in all cases we will only pass on the minimum details that are required.

### **TERM**

- The initial service term of a POSTAGE™ Newsletter Service account begins on the date that POSTAGE™ Newsletter Service sends an e-mail message to Customer announcing the activation of the Customer's account and shall continue for the number of months stated in this announcement (the "Initial Term").
- Upon expiration of the Initial Term, this Agreement can be renewed by the Customer for a successive terms of the same length as the Initial Term (a "Renewal Term"). POSTAGE™ Newsletter Service sends a renewal notice to the Customer at least twenty eight (28) days prior to the expiration of the Initial Term or then-current Renewal Term, as applicable. If the Customer does not respond or if the Customer indicates that the account is not to be renewed, the Agreement will end at the end of the current term.
- The Initial Term and any Renewal Term may be referred to collectively in this Agreement as the "Term".

### **PAYMENTS**

At the start of each term, POSTAGE™ Newsletter Service sends a payment request to the Customer. The Initial Term can not start until payment has been received by POSTAGE™ Newsletter Service. Payment of fees for Renewal Terms is due on the 10th day following the begin of the Renewal Term. POSTAGE™ Newsletter Service may suspend the service without notice if payment is overdue.

The Customer is responsible for providing POSTAGE™ Newsletter Service with accurate billing information, including any changes that may occur after the Contract is first created (for instance change in e-mail address).

### **CONDUCT**

POSTAGE™ Newsletter Service accounts may only be used for lawful purposes. Any use of these services which violates any local, state, federal, or international laws which may apply to POSTAGE™ Newsletter Service, your local jurisdiction, or any jurisdiction that you, your website, or your sales area may be subject to is strictly prohibited.

While using the POSTAGE™ Newsletter Service, Customers agree to the following minimum standards:

- A Customer must resolve subscriber's complaints against the Customer in a reasonable and timely manner such that POSTAGE™ Newsletter Service does not receive a significant number of complaints against the Customer;
- A Customer must provide subscribers reasonable access to contact information for their business so that subscriber can contact the Customer.

The Customer agrees that the security of an account password is solely their own responsibility. The Customer further agree that if they believe that an account password has been compromised in any way, they will notify POSTAGE™ Newsletter Service immediately via email at [support@postage.co.za](mailto:support@postage.co.za). The Customer shall be held fully responsible for any misuse or compromise to an account for which POSTAGE™ Newsletter Service is not properly notified. The Customer agrees that if any security violations are believed to have occurred in association with an account, POSTAGE™ Newsletter Service has the right to suspend all access to that account pending an investigation and resolution. The Customer also agrees that POSTAGE™ Newsletter Service has the right to cooperate in any government or legal investigation regarding any aspect of our services, including services sold to the Customer. Any use of our system to facilitate sales of pirated software, illegal products or information, or other violations of law will result in account suspension and be immediately reported to the appropriate authorities.

The Customers agrees that POSTAGE™ Newsletter Service has the right to monitor the service electronically from time to time and to disclose any information as necessary to satisfy the law, or to protect itself and its customers.

The Customer agrees not to maliciously or intentionally interfere with the proper operation of the services provided by POSTAGE™ Newsletter Service, including but not limited to

defeating identification procedures, obtaining access beyond that which the Customer is authorized for, and impairing the availability, reliability, or quality of service for other customers.

### **CANCELLATION OF ACCOUNT**

POSTAGE™ Newsletter Service accounts can not be cancelled by the Customer during a term and no refund will be allowable.

It is a condition of a contract that the Customer comply at all times with our **Acceptable Usage Policies** as detailed on our web site. This **AUP** may be updated from time to time, to reflect new market conditions or technological advancements.

We reserve the right to immediately terminate an account at any time due to **abuse** and / or material breach of an agreement with us or breach of our **Acceptable Usage Policies** (which Customers acknowledge to have read by requesting an account with us).

If an account is terminated or suspended due to reasons related to our **Acceptable Use Policy**, no refund will be allowable.

### **FEE CHANGES**

POSTAGE™ Newsletter Service may change its fees for annual services and fees for overage charges effective the first day of a Renewal Term by giving notice to Customer of the new fees at least 28 days prior to the beginning of the Renewal Term, and if Customer does not give a notice of non-renewal as described above, the Customer shall be deemed to have accepted the new fee for that Renewal Term and any subsequent Renewal Terms (unless the fees are changed in the same manner for a subsequent Renewal Term). Notice of fee changes will be sent to the e-mail address provided by the Customer.

### **WARRANTIES**

POSTAGE™ Newsletter Service warrants that the services:

- will be provided using reasonable skill and care;
- are fit for normal use and stated purpose (but not fit for any use which we state on our website may be inappropriate);
- comply materially with the written description given on our web site.

It is entirely the responsibility of the Customer to ensure that equipment and/or software is correctly configured for and capable of using our services.

It is not technically possible to provide our service completely free from errors and/or faults and we do not undertake to do so. We operate an online support facility to enable errors and/or faults to be reported and resolved but we cannot warrant that all errors and/or faults will be prevented or corrected.

## **SUPPORT**

POSTAGE™ Newsletter Service will provide the Customer a reasonable amount of technical support to assist in integration of the POSTAGE™ Newsletter Service into the Customer's website. The Customer understands that the level, duration, and hours of availability of the support provided is determined at the sole discretion of POSTAGE™ Newsletter Service, and that providing any support does not constitute a warranty of any sort, nor does it warrant that the Customer will successfully complete the integration of the POSTAGE™ Newsletter Service into the website. We do not offer telephone support for this service.

## **ANTI-VIRUS SCANNING**

Outgoing email being sent through our service is not scanned by us for viruses.

## **LAW / ACCEPTABLE USE POLICY**

Customer agrees to use the service in compliance with applicable law and POSTAGE™ Newsletter Service's Acceptable Use Policy posted at <http://www.postage.co.za/terms/aup/> (the "AUP"), which is hereby incorporated by reference in this Agreement. Customer agrees that POSTAGE™ Newsletter Service may, in its reasonable commercial judgment consistent with industry standards, amend the AUP from time to time to further detail or describe reasonable restrictions and conditions on Customer's use of the Services. Amendments to the AUP are effective on the earlier of POSTAGE™ Newsletter Service's notice to Customer that an amendment has been made, or the first day of any Renewal Term that begins subsequent to the amendment. Customer agrees to cooperate with POSTAGE™ Newsletter Service's reasonable investigation of any suspected violation of the AUP. In the event of a dispute between POSTAGE™ Newsletter Service and Customer regarding the interpretation of the AUP, POSTAGE™ Newsletter Service's commercially reasonable interpretation of the AUP shall govern.

This is a plain English agreement. Other than defined terms, words and expressions have their normal English meaning as they would be understood by a reasonable person in the context of this contract.

This agreement is governed by the laws of South Africa and Customers must agree to submit to the jurisdiction of the courts in South Africa.

If a court decides that any part of this agreement is void, voidable or unenforceable, the rest of these terms shall continue to be valid and enforceable. A court will, if possible, modify the offending term to the minimum extent necessary to make it valid.

If the Customer is a business, our standard terms and conditions as outlined here are to prevail over any terms and conditions the Customer may seek to impose.

## **FORCE MAJEURE**

POSTAGE™ Newsletter Service is not liable to the Customer for any failure to perform our obligations due to circumstances outside our control.

#### **LIMIT OF LIABILITY**

POSTAGE™ Newsletter Service does not seek to limit liability for death or personal injury resulting from our negligence or for fraud. However, the Customer acknowledges that the services are not appropriate for uses where death or personal injury could arise from use or reliance on the services and should seek confirmation as to the accuracy of any statements made by us or on our behalf.

By submitting a request to us, the Customer agrees to accept our terms and conditions and that our total liability shall be limited to the fee actually paid to POSTAGE™ Newsletter Service by the Customer for service giving rise to the liability.

The Customer agrees that POSTAGE™ Newsletter Service will not be held responsible for any indirect or consequential loss or damage (whether loss or profit, loss of opportunity or otherwise), costs, expenses or claims for consequential loss whatsoever which arise out of or in connection with the supply of the service and its use or resale.

#### **PRIOR AGREEMENTS**

This agreement supersedes any written, electronic, or oral communication the Customer may have had with POSTAGE™ Newsletter Service or any agent or representative thereof, and constitutes the complete and total agreement between the parties.

These terms last updated at August 29, 2006.

----- Document End.