Terms of service

These conditions and Terms of Service apply to the use of SMTPeter. The user of SMTPeter acknowledges that these terms have been provided to him/her and agrees with these terms. These conditions have been made available to the user in English. An additional translated version of these conditions in another language might also have been made available. In case of any deviations between the English terms and conditions and a translated version, caused by translation errors for example, the English version of the conditions is always leading. User acknowledges to have received the English version of the terms and conditions.

Article 1 Definitions

These Terms of Service employ the following definitions both in singular and plural form.

1.1 Terms of Service: the terms of service in question, regardless of the form in which they are presented.

1.2 SMTPeter, is understood to be a web application developed by Copernica BV for sending email messages.

When referring to "the application" within this Document, it is understood that the term encompasses SMTPeter

1.3 Client: the party to whom Copernica BV directs an offer, with whom Copernica BV has closed an agreement or on whose behalf action is/will be undertaken, on which ground Products or Services are rendered to this party.

1.4 Products: all items subject to an offer, agreement or other transaction between Copernica BV and Client.

1.5 Services: all employment and activity subject to an offer, agreement or other transaction between Copernica BV and Client.

1.6 An account is understood to be the following: Access to the Application for 1 (one) company. An account includes, but is not limited to sending email messages and retrieving email statistics

1.7 Creating an account gives you access to a "test" environment, sending email will only be available after your account has been verified by Copernica BV

1.8 An API call is understood to be automated access to an Account through an API.

1.9 An Email is understood to be: A message that is sent per email. Charged per sent message per intended recipient.

Article 2 Application of Terms of Service

2.1 The Terms of Service apply to and are part of all offers, agreements and other transactions, regardless if they are transmitted orally, in writing, electronically or in another form, concerning the delivery of Products and/or Services by Copernica BV to or for Client.
2.2 The Terms of Service also apply to Products and/or Services which Copernica BV has contracted in whole or partially from third parties, processed or unprocessed, and delivers on to Clients. As well as Products and/or Services which Copernica BV delivers to Client through a third party as part of an offer, agreement or transaction.
2.3 Deviations to the Terms of Service are valid only if they have been agreed upon explicitly in writing by both Copernica BV and Client.
2.4 Copernica BV explicitly denies the applicability of possible general (buyer)conditions by Client.
2.5 Should any part of the Terms of Service be declared invalid or annulled, the other articles remain in effect without loss of value or validity.

Article 3 Copyrights Copernica

The Client or his employees will absolutely not undertake any attempts in any way to multiply, make public or (re-)produce parts of the application or the entire application in the widest sense of the word.

Article 4 Login codes

The Client can register personal login codes for individual employees. The individual users get admission to the application with their personal login codes. A personal login code has to be traceable to an individual person. A general login name like 'administrator' is not permitted. The Client makes sure the personal login data are handled with care and that these data under no circumstances will fall in hands of third parties. If unexpectedly the personal login data falls in hands of third parties or when an employee is no longer under contract, the Client will inform Copernica as soon as possible, so that the login code can be blocked.

Article 5 Duration

This contract has a duration of 1 month and starts immediately. After this period the contract is automatically extended for periods of 1 month. The contract should be cancelled with a written signed-for letter 1 month before the end of the contract. The date on the postal stamp on the letter is the cancellation date.

Article 6 Pricing

For the use of the application the Client is chargeable an amount of € 50 per month. Beside the aforementioned costs the Client is chargeable a variable amount. All amounts mentioned in this Contract don't include VAT (if applicable) or local variations of value added tax.

6.1 Email

Email	Costs per 1000 emails
Up to 25000 emails	€ 0.00
Up to 50000 emails	€ 0.19
Up to 1000000 emails	€ 0.18
Up to 6000000 emails	€ 0.14
Up to 51000000 emails	€ 0.05
All next	€ 0.04

6.2 Account costs
The first account is included in the license fee of € 50,- per month as mentioned in Article 6. All next accounts will be charged € 50 per account per month.

6.3 Sender domains
The first sender domain is included in the license fee of € 50,- per month as mentioned in Article 6. Any additional sender domains are charged at an additional fee of €10,- per month.

6.4 IP addresses
The first IP address is included in the license fee of € 50,- per month as mentioned in Article 6. Any additional IP addresses are charged at an additional fee of €20,- per month.

Article 7 Own purposes

The Client will use his account only for own purposes. Under own purposes the following is not understood in any case: managing address lists with contact data of

relations of other companies, composing and sending documents in another company's house style. Whenever Client uses the application for another company, Client will create a new account for this purpose.

Article 8 Property data

All imported data is property of the Client and can only be edited and managed by the Client and the registered users of the client. The client can export the data from the application. If asked for by the Client, Copernica BV is authorised to edit and use the data for testing purposes.

Article 9 Lead referral

The client can refer leads to Copernica. If a referred lead signs a contract with Copernica BV, the client receives a fee of 10% over all invoiced and paid for costs. This article only applies to referred leads that previously didn't have any contact with Copernica. The question whether a referred lead actually has been brought in contact with Copernica by the client is decided upon by Copernica BV. Fees will only be paid out to the client as long as this Contract is active.

Article 10 Offer and agreement

10.1 All offers by Copernica BV are free of obligations unless stated otherwise explicitly in writing.

10.2 Offers by Copernica BV are valid for the time alloted in the offer. If no time is allotted, the offer stands for 2 (two) weeks from the day it was offered.

10.3 Agreements are entered upon when Copernica BV accepts the assignment offered by Client, or when Copernica BV proceeds to execute said assignment.

Article 11 Prices and rates, extra work

11.1 All prices and rates referred to by Copernica BV are in euros unless stated differently and explicitly in writing.

11.2 All prices and rates referred to by Copernica BV do not include Dutch VAT and any other commissions charged by government, nor do they include transport and delivery costs or travel and subsistence costs, unless stated differently and explicitly in writing.

11.3 Copernica BV has the right to change its prices and rates at any time. Unless stated explicitly in writing that prices and rates are valid for an allotted period of time,

price changes for the delivery of Products and/or Services become valid 2 (two) months after they have been announced.

11.4 Should Client not agree to a change of prices or rates announced by Copernica BV, Client has the right to terminate the agreement with Copernica BV as of the date of the new prices or rates, by notifying Copernica BV in writing within 8 (eight) days after the announcement.

11.5 Should a deviation from the original agreement between Copernica BV and Client be entered upon in conference with Client, any and all costs involved in the extra work will be charged to Client against the prices and rates valid at that moment.

Article 12 Payment

12.1 Client must pay invoices from Copernica BV within the term of payment stated on the invoice. Should a term of payment not be defined on the invoice, a period of 14 (days) stands to fulfil payment.

12.2 Client may not appeal to any form of postponement, settlement or deduction of payment.

12.3 Copernica BV has the right at any time to demand (partial) advance payment on the delivery of Products and/or Services, for example by means of granted automated billing, and to postpone delivery of Products and/or Services until said payment is received. Copernica BV is further entitled to demand security of payment in a manner determined by Copernica BV, for example a bank guarantee. Copernica BV will in such a case deliver Products and/or Services only after said security has been provided.

12.4 If Client does not fulfil payment for an invoice from Copernica BV within the term of payment, Client is automatically in default, without need for injunction or notice of default. Copernica BV holds the right to charge legal interest on the amount due without further notice.

12.5 If Client does not fulfil payments due , plus legal interest, after notice of default Copernica BV may outsource the claim of payment. Client is then liable for both the original payment due and legal interest and any and all legal and non-legal costs involved. The height of these costs is at least 15% of the amount due.

12.6 If Client is not able to fulfil payments due, plus legal interest, after proof of default, Copernica BV can withhold the provision of Products and/or Services. This does not cancel the obligation of payment.

Article 13 Delivery, risk and property

13.1 Terms of delivery on Products and/or Services by Copernica BV are guidelines and therefore never fatal, unless specifically agreed upon in writing.

13.2 The risk of loss or damage to the Products which are subject to an agreement between Copernica BV and Client, transfer to Client on the moment the Products in question are submitted to the power of Client or a deputy of Client.

13.3 Client should check all Products for possible defects or faults directly after delivery.

13.4 All goods delivered to Client remain property of Copernica BV until Client has fulfilled in full all payments due to Copernica BV, including interest and extra costs, as defined under article 13.4 and 13.5. Where there is explicit agreement upon the granting or transfer of certain rights, these are always granted or transferred under the condition that costs involved are paid in full and on time.

13.5 Client ensures that the browser Client deploys to use Products and/or Services is not outdated and that Client's internet connection is sufficient.

Article 14 Invoice Disputes

14.1 All objections of Client to an invoice of Copernica BV or an automated withdrawal performed by Copernica BV must be reported in writing to Copernica BV within 14 (fourteen) days of facturation date or date of automated withdrawal, after which time the invoiced or withdrawn amount counts as the validated amount due for payment.

14.2 If Client is of the opinion that a Product and/or Service provided by Copernica BV does not comply with the agreement between the parties, Client must notify Copernica BV thereof in writing within 14 (fourteen) days after delivery, or 14 (fourteen) days after the supposed defects could have been reasonably known to Client.

Article 15 Intellectual property

15.1 All rights of intellectual property concerning Products and/or Services as well as designs, programming, documentation and all other materials developed and/or used in the preparation and execution of the agreement between Copernica BV and Client, or come forth from this agreement, are preserved to Copernica BV or its suppliers. The delivery of Products and/or Services does not grant any transfer of the rights of intellectual property.

15.2 Client begets only a non exclusive and non transferable right of use on the Products and results of Services rendered for the agreed upon targets. Client will observe the conditions agreed upon for usage of said Products and/or Services in the Terms of Service or otherwise imposed on Client. Client will not use the Products or results of Services rendered for unlawful actions or actions in violence of Internet netiquette.

15.3 Client will not, in part or in whole, publish, multiply or offer to third parties any Products and/or results of Services without written permission from Copernica BV in advance.

15.4 Client will not, in part or in whole, copy, recreate or attempt to recreate Products, or let a third party do so, without written permission from Copernica BV in advance.

15.5 Client will not remove or change indicators from Copernica BV or its suppliers concerning copyright, brands, trade names or other rights of intellectual property.

Article 16 Provision of data by Client

16.1 Client will always provide Copernica BV timely and completely with requested data and all other information required for the delivery of Products and/or Services.

16.2 Client is responsible for the information under Article 16.1 being complete and correct, as well as having the right to give the information to Copernica BV for the purpose of delivery of Products and/or Services. Client indemnifies Copernica BV against any third party liability in these matters.

16.3 If Client provides data to Copernica BV which can be categorised as personal data or contact details, Client guarantees that this data meets with currently held laws for the protection of personal data and that the use and alteration of this data by Copernica BV is permitted. Client indemnifies Copernica BV against any third party liability in these matters.

Article 17 Secrecy

17.1 Parties hold themselves bound to secrecy regarding all confidential information which they receive from the other party. Parties extend this secrecy to their employees and any third parties concerned in the execution of agreement between the parties.

17.2 Information is regarded as confidential when at least one of the parties has indicated it as such.

Article 18 Liability Copernica BV

18.1 The legal liability of Copernica BV for accountable shortcoming in upholding the agreement is limited to compensation of Client for direct damages up to a maximum amount of the compensation agreed upon in their agreement. If the agreement is for longer than one year, the agreed compensation is set at the total amount of compensation as agreed upon for the year in which the shortcoming takes place. In no case will the total compensation for direct damages be more than € 2.000,- and in case of damages such as physical damage or business damage, no more than € 4.000,- per event, in which a sequence of events is considered as one event.

18.2 As direct damages only those costs are considered which Client has reasonably had to make to recover from or compensate for the shortcoming of Copernica BV to bring the delivered Product or Service up to the standard of the agreement, as well as any reasonable costs Client has had to make to prevent or restrict damage and reasonable costs to determine cause and size of said damage. If Copernica BV and Client have agreed upon a term of delivery explicitly in writing, the costs Client has to reasonably make for making provisions when Copernica BV does not deliver on time, minus any possible savings, also count as direct damages.

18.3 Any liability of Copernica BV for indirect damages, including but not limited to causal damage, loss of profit or loss of returns, is excluded.

Article 19 Circumstances beyond control

19.1 There is no accountable shortcoming of Copernica BV when the circumstances are beyond its control.

19.2 If the period of circumstances beyond control has lasted more than 60 (sixty) days successively, Client has the right to disband the agreement in writing outside of court, without Copernica BV being held to any compensation for damages met by Client as a result of the disbandment. Copernica BV remains in right of all payments on Products and/or Services due by Client up until the moment of disbandment.

Article 20 Legislation

20.1 Client has to obey Dutch legislation regarding the use of Product and/or service. Client also has to obey local laws regarding the use of Product and/or Service for the country Client is located in, as well as local laws regarding the use of Product and/or Service for the country Client's relations are located in.

20.2 Should Dutch legislation allow certain practices regarding the use of Product and/or Service that are prohibited in the country Client is located in, or his relation(s) is or are located in, Client will obey local legislation.

20.3 Should local legislation allow certain practices regarding the use of Product and/or Service that are prohibited in the Netherlands, Client will obey Dutch legislation.

20.4 Client is accountable for any actions in violation with Dutch or local laws Client takes. Client indemnifies Copernica BV against any third party liability in these matters.

20.5 If client acts as an intermediate party between Copernica and a third party, Client is accountable for any actions in violation with Dutch or local laws third party takes regarding the use of Product and/or Service. Client indemnifies Copernica BV against any third or fourth party liability in these matters.

Article 21 Termination

21.1 Each party has the right to terminate the agreement outside of court if the other party is accountably shortcoming in upholding material obligations which are part of the agreement and if such shortcoming, after having been proven of default in writing, is not recovered from within a reasonable timeframe. Termination does not release Client from payment obligations for Products and/or Services already delivered by Copernica BV, unless Copernica BV is in omission of said Product or Service.

21.2 Copernica BV has the right to terminate an agreement effective directly, without further proof of default required and without Copernica BV thereby getting any obligation of damages towards Client, if Client is under temporal or definite suspension of payment, if bankruptcy has been filed by Client, if (part of) Client's effects have been placed under seizure, if Client's corporation is terminated or if Client uses Product and/or Service in violation of article 21.

21.3 Directly after terminating an agreement, for any reason, Client will terminate to make use of any and all Products and/or Services and return any and all possession of programming, documentation and other materials which they have been provided with under the agreement.

Article 22 Employees

22.1 Client will provide employees of Copernica BV active in the delivery of Products and/or Services at the offices of Client with all necessary support and means to perform their duties.

22.2 Client is not permitted for the duration of the relationship between Client and Copernica BV as well as 1 (one) year in duration after that period to employ employees of Copernica BV directly or indirectly without explicit written permission from Copernica BV. Employees of Copernica BV are all persons in the service of Copernica BV or one of Copernica BV's allied enterprises or persons who have been employed at

Copernica BV or one of Copernica BV's allied enterprises no longer than 6 (six) months ago.

22.3 If Client violates Article 23.2 Client is directly liable in favour of Copernica BV a fine of 25.000 euro per violation as well as 1.000 euro per day that Client is in violation of the article, without further summation or proof of default, upholding the right of Copernica BV to demand full satisfaction of damages from Client.

Article 23 Privacy Policy

23.1 If Client is located in Germany, or will do so in the future, Client agrees to have read, understood and accepted the Datenschutzerklärung (Privacy Policy) that is available at https://www.copernica.com/de/uber-uns/datenschutzerklarung.

Article 24 Disputes

24.1 Offers, agreements and other actions concerning delivery by Copernica BV of Products and/or Services is upheld under Dutch law. The CISG (UN Convention on Contracts for the International Sale of Goods) is inapplicable to this agreement.

24.2 Disputes between Copernica BV and Client resulting from or related to offers, agreements and other actions concerning delivery of Products and/or Services by Copernica BV will be presented to the court of the Arrondissement Amsterdam in The Netherlands in case of exclusion.