

# Intelligent Em@il

## TERMS AND CONDITIONS OF USE

*Last updated March 2024*

In this Terms and Conditions of Use Agreement ("Agreement," "Terms of Use, or "Terms"), "Intelligent Email," "we," "us," or "our" refers to Intelligent Email, its subsidiaries, and its affiliates. Intelligent Email provides certain services and the access to and/or visitation or use of our platform, the Intelligent Email Platform, (collectively herein referred to as the "Platform") to you subject to the following terms and conditions.

**PLEASE READ THE ENTIRE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE YOU CONTINUE. BY ACCESSING THIS WEBSITE OR USING ANY OF ITS FEATURES, YOU AGREE TO THESE TERMS OF USE AND ARE DEEMED TO HAVE ACCEPTED THE TERMS AND CONDITIONS OF USE IN THEIR ENTIRETY. IF YOU DO NOT AGREE PLEASE REDIRECT YOUR BROWSER AND EXIT THE SITE.**

### 1. General

Welcome to the Platform: <https://intelligentemail.ai>, which is owned and operated by Intelligent Email.

Intelligent Email embraces cutting-edge Ai technology and help businesses improve through streamlined insights into their email data.

### 2. Terms

This Agreement sets forth guidelines for the use and viewing of our Platform. By browsing to or using the Platform, you (as a "User") agree to these Terms of Use. A "User" is defined as any individual browsing or using the Platform. These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Intelligent Email, concerning your access to and use of the Platform as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto. If you are an employer using this Platform on behalf of your employees, you are required to disclose to your employees how their data is being used on this Platform. Any entity who fails to do so may be unable to use the Platform.

Intelligent Email reserves the right, at its sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. Intelligent Email will post any changes to these Terms of Use on the Platform. All changes are effective immediately when we post them and apply to all access to and use of our Platform thereafter. Your continued use of our Platform following the posting of revised Terms and Conditions of Use means that you accept and agree to the changes. We encourage you to periodically review this page for the latest information on our Terms of Use, as they are binding on you. Supplemental terms and conditions or documents that may be posted on the Platform from time to time are hereby expressly incorporated herein by

reference. We will alert you about any changes by updating the "Last updated" date of these Terms, and you waive any right to receive specific notice of each such change. Intelligent Email may terminate your right to and deny you access to this Platform if, in our sole discretion, you fail to comply with any term or provision of this Agreement, or for any other reason whatsoever.

Use of this Platform is limited to persons eighteen (18) years of age and over. The policy of Intelligent Email, as the operator of this Platform, is to NOT knowingly collect any personal information from persons under the age of thirteen ("13"), including "individually identifiable information," as defined by the Children's Online Privacy Protection Act ("COPPA"). If you are under the age of 13, you should leave the Platform without providing any information about yourself. Any access to or use of this Platform by anyone under the age of majority requires consent to this Agreement by a parent or legal guardian. **By accessing or using the Platform, you represent and warrant to us that you are either a legal adult or, if under the age of majority, have obtained proper consent from a parent or legal guardian to your use of the Platform and to be subject to the terms of this Agreement. By using the Platform and any services connected therewith, you represent and warrant that you have the right, authority, and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.**

### 3. **Privacy Policy**

Intelligent Email may collect certain User information that is voluntarily provided by you or with your permission. For example, we may ask you for information, such as your name, e-mail address, and employer information when you register to use our Platform, or when you provide us access to your mailbox. When you provide information to Intelligent Email in connection with your access to or use of the Platform, you agree to provide only true, accurate, current, and complete information.

In addition to these Terms of Use, you agree that all information you provide, including but not limited to, through the use of any interactive features on the Platform is subject to and governed by our Privacy Policy, which you can access here: <https://app.intelligentemail.ai/docs/PrivacyPolicy.pdf>. For more information, please see our Privacy Policy.

Intelligent Email Privacy Policy describes your privacy rights related to the use of that information. If you would like to exercise your rights, you may contact us using the information below to submit your request:

Intelligent Email  
800 John C Watts Dr, Nicholasville, KY 40356, USA  
Nicholasville, KY 40356  
United States  
**Attention: PRIVACY OFFICER**  
By Email: support@intelligentemail.ai

### 4. **Payment Card Industry Data Security Standard (PCI-DSS)**

We follow the Payment Card Industry Data Security Standard (PCI-DSS) when handling credit card data. Intelligent Email currently accepts VISA, MasterCard, Discover, and American Express credit cards as authorized payment methods for our services. All payment transactions are processed by third-party payment processors, such as Square or Quickbooks, through their online payment programs, in adherence to PCI-DSS, and other applicable standards. You may find their privacy notice link(s) here: <https://squareup.com/us/en/legal/general/privacy> or <https://quickbooks.intuit.com/hk/privacy/>. Intelligent Email at its sole election may discontinue support for any payment method or it may support additional payment methods (i.e., Apple Pay, Google Wallet or Amazon Payments) at any time.

## 5. Fees; Payment Terms; Subscriptions

Intelligent Email charges a subscription fee ("Fees") for the use of the Intelligent Email Platform. Each subscription is per user, not per entity. By registering for an account, you agree to pay Intelligent Email the applicable Fees to the account level chosen, per subscription. Unless otherwise stated, all Fees are in U.S. Dollars. Intelligent Email reserves the right to change the Fees at any time, upon 30-days written notice to you at your registered email address. You are responsible for and shall pay Intelligent Email all currency conversion charges, sales, use, value-added, personal property or other tax, duty or levy of any kind, including interest and penalties thereon (collectively, "Taxes") for the use of our Platform, whether imposed now or hereinafter by any governmental entity. For any upgrade or downgrade in plan level that you elect, your credit card will automatically be charged the new rate on your next billing cycle.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Platform. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

Your subscription will automatically renew each month unless we terminate it or you terminate your subscription by providing written or electronic notice to the contact information below. You must cancel your subscription before it renews in order to avoid billing of subscription fees for the renewal term to your credit card.

Intelligent Email  
8000 John C Watts Dr, Nicholasville, KY 40356, USA  
Nicholasville, KY 40356  
United States  
Attention: **MEMBERSHIP**  
By Email: [support@intelligentemail.ai](mailto:support@intelligentemail.ai)

Intelligent Email may offer additional services or licenses for applicable Fees. When you register for these additional services or licenses, we will establish a license limit on your account. If you reach your license limit, you will still be able to use the additional services, however you will be charged on a per use basis for each additional service or license. We may raise or lower your limit at any time. All services and licenses are offered to the extent as permitted by law.

### Free Trial

We offer a 14-day free trial to new users who register directly with the Platform. Once the free trial has ended, the account will be charged according to the user's chosen subscription. If your method of payment is expired, declined, or fails to process for any reason within 14 days of the close of the billing cycle, your account will be locked. If your account is locked, no additional data will be processed, and you will only be able to access billing and settings features of the platform until the outstanding balance is paid.

### Cancellation

All purchases are non-refundable. Any admin user on the Platform can cancel your subscription at any time by logging into your account. Your cancellation will take effect at the end of the current paid term. If you have any questions or are unsatisfied with our Services, please email us at support@intelligentemail.ai.

## **6. Copyright, Trademark, and Platform Mark Information**

The Platform and all digital content in any form on the Platform, including all designs, text, graphics, pictures, video, audio, information, applications, and other files, and their selection and arrangement (each, "Digital Content") are the exclusive property of Intelligent Email, its licensors, or other third parties and are protected by copyright, trademark, and other intellectual property laws. Users may not modify, transmit, publish, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display, or in any way exploit, any of the Digital Content, in whole or in part.

Intelligent Email logos are proprietary trademarks and may not be used in connection with any product or material that is not provided by Intelligent Email, or in any manner that is likely to cause confusion among Users, or in any manner that disparages or discredits Intelligent Email. Proprietary Intelligent Email marks include, but are not limited to the following:



All other trademarks displayed on the Platform are the trademarks of their respective owners and may only be used with the permission of the owner. The display of the trademarks of third parties constitutes neither: (i) an endorsement or recommendation of those third parties; nor (ii) an endorsement of Intelligent Email by those third parties.

## 7. **Notification of Claimed Copyright Infringement**

If you believe that your work has been copied and is accessible on our Platform in a way that constitutes copyright infringement, you may notify us by providing our copyright agent the following information:

- a) A description of the copyrighted work that you claim has been infringed;
- b) Identification of the URL or other specific location on the Platform where the material you claim is infringing is located;
- c) Your name, address, telephone number, email address, and statement that you are an authorized person to act on behalf of the owner of the copyright;
- d) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- e) An affidavit submitted by you, sworn to, and made under the penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are an authorized agent to act on behalf of the copyright owner.

Pursuant to Section 512 of the Copyright Revision Act, as amended by the Digital Millennium Copyright Act, Intelligent Email designates the following individual as its agent for receipt of notifications of claimed copyright infringement:

Intelligent Email  
800 John C Watts Dr, Nicholasville, KY 40356, USA  
Nicholasville, KY 40356  
United States  
Attention: **COPYRIGHT NOTICE**  
By Email: support@intelligentemail.ai

## 8. **Voluntary Submission**

Intelligent Email may collect User information that is voluntarily provided by you or with your permission. For example, we may ask you for information, such as your e-mail address, when you register to use our Platform. When you provide information to Intelligent Email in connection with your access to or use of the Platform, you agree to provide only true, accurate, current, and complete information. You hereby grant Intelligent Email a perpetual, irrevocable, royalty-free, transferable right and license to use, modify, reproduce, transmit, publish, display, delete and distribute any information or materials you share with us throughout the world in any media, including any text, images and videos shared by you with us on social media (e.g., Instagram<sup>TM</sup>, Facebook<sup>TM</sup> etc.) or submitted through reviews and ratings. You also grant us the right to use the name and social media handle that you use when you share content with us in connection with that content. When you share content to us, you will disclose any affiliation you have and you will not share anything that

contains harmful computer code, references other websites, or is false, misleading, illegal, defamatory, libelous, hateful, racist, biased, threatening or harassing.

We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Platform, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Platform and through third-party websites. When you create or make available any Contributions, you thereby represent and warrant that the material complies with the content regulations provided in these Terms. Please note that except as required by applicable law, we may at our sole discretion, delete or amend information from our Platform, without notice to you, once we deem it is no longer necessary for such purposes, or if it does not comply with these Terms.

## **9. Accessing the Platform and Account Security**

We reserve the right to withdraw or amend our Platform, and any service or material we provide on our Platform, in our sole discretion without notice. We will not be liable if for any reason all or any part of our Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our Platform, or the entirety of our Platform, to Users. Each User acknowledges and accepts that Intelligent Email does not guarantee continuous, uninterrupted or secure access to the Platform and operation of the Platform may be interfered with or adversely affected by numerous factors or circumstances outside of our operation or control.

You are responsible for making all arrangements necessary for you to have access to our Platform; and ensuring that all persons who access the Platform through your internet connection are aware of these Terms of Use and comply with them.

You may not violate or attempt to violate the security of our Platform, including, without limitation, (a) accessing data not intended for you or logging on to a server or an account which you are not authorized to access; (b) using any portion of our Platform for unintended purposes or trying to change the behavior of our Platform; (c) attempting to probe, scan or test the vulnerability of a system or network or breach security or authentication measures without proper authorization; (d) attempting to interfere with service to any user, host, or network, including without limitation via means of submitting a virus to our Platform, overloading, flooding, spamming, mailbombing or crashing; (e) forging any Transmission Control Protocol/Internet Protocol (TCP/IP) packet header or any part of the header information in any email or blog posting; or (f) forging communications on behalf of Intelligent Email (impersonating Intelligent Email), or forging communications to our Platform (impersonating as a legitimate User).

We may prosecute you to the full extent of the law for any violation of these Terms.

## **10. Disclaimer**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

USE OF THE SITE IS AT YOUR SOLE RISK. NEITHER INTELLIGENT EMAIL, ITS SUBSIDIARIES, ITS AFFILIATES, NOR ANY OF ITS RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT USE OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO WE OR THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE WEBSITE, OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION PROVIDED THROUGH THE PLATFORM.

PLEASE BE AWARE THAT THE CONTENT PROVIDED ON OUR PLATFORM IS GENERATED BY AN AI SYSTEM AND MAY CONTAIN ERRORS, INCONSISTENCIES, OR OUTDATED INFORMATION. THE PLATFORM, SERVICES AND INFORMATION CONNECTED THEREWITH ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE PLATFORM'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE PLATFORM AND WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE PLATFORM, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORM, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PLATFORM.

ALL INFORMATION AVAILABLE THROUGH THE PLATFORM IS FOR INFORMATIONAL PURPOSES ONLY. BEFORE YOU ACT ON ANY INFORMATION YOU HAVE FOUND ON THE PLATFORM, YOU SHOULD INDEPENDENTLY CONFIRM ANY FACTS THAT ARE IMPORTANT TO YOUR DECISION. IF YOU RELY ON ANY INFORMATION OR SERVICE AVAILABLE THROUGH THE PLATFORM, YOU EXPRESSLY AGREE THAT YOU DO SO AT YOUR OWN RISK.

## **11. Limitation of Liability**

IN NO EVENT WILL INTELLIGENT EMAIL, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE PLATFORM OR THE CONTENT INCLUDED THEREIN, BE LIABLE IN CONTRACT, IN TORT (INCLUDING FOR ITS OWN NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY) FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR SIMILAR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, LOSS OF USE OR SIMILAR ECONOMIC LOSS, ARISING OUT OF THE USE OF OR INABILITY TO USE THE PLATFORM.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INTELLIGENT EMAIL, ANY THIRD PARTY SUBLICENSEE OF INTELLIGENT EMAIL, AND ITS AND THEIR RESPECTIVE OFFICERS,

DIRECTORS, EMPLOYEES, CONTRACTORS AND AGENTS, ARE NOT LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR SIMILAR DAMAGES ARISING OUT OF OR RESULTING FROM ANY USER GENERATED CONTENT PROVISIONS CONTAINED HEREIN, INCLUDING WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST PROFITS, LOST SAVINGS, OR LOST REVENUES, HOWEVER SUCH DAMAGES ARE CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH INJURY, DAMAGES, LOSSES OR EXPENSES.

**APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

## **12. Indemnification**

You agree to defend, indemnify, and hold harmless Intelligent Email and its affiliates and their respective directors, members, officers, employees, and agents (collectively, the "Indemnified Parties") from and against any and all claims, actions, demands, damages, costs, liabilities, losses and expenses (including reasonable attorneys' fees) arising out of your use of the Platform, including but not limited to, the violation of this Agreement, or infringement of any intellectual property rights.

Further, you agree to indemnify, and hold harmless the Indemnified Parties from and against any and all claims, actions, demands, damages, costs, liabilities, losses and expenses (including reasonable attorneys' fees) arising out of any breach by you of any User Generated Content provisions contained herein.

Without limiting anything set out above, you hereby release each of the Indemnified Parties from all damages, liability claims, actions, demands and costs of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to the use of the Platforms and the provisions contained herein, including any provisions relating to the Uniform Commercial Code.

If you are a California resident, you expressly waive California Civil Code §1542, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

## **13. Technology Export Control**

Through the Bureau of Industry and Security and its use of the Export Administration Regulations, the United States government has implemented export control laws that regulate the export and re-export of technology originating from within the United States. This technology includes the electronic transmission of information or software. The export control laws regulate the exporting or re-exporting of this technology to foreign countries and to certain foreign nationals. As a User you agree to abide by these laws and regulations, including but not limited to, the Export

Administration Act, U.S. Foreign Corrupt Practices Act and the Arms Export Control Act and not to transfer, by electronic transmission or otherwise, any Digital Content from the Platform to either a foreign national or foreign destination in violation of such laws.

#### **14. Term and Termination**

These Terms of Use shall remain in full force and effect at all times while you use the Platform.

WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE PLATFORM (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE PLATFORM WITHOUT WARNING, IN OUR SOLE DISCRETION.

#### **15. Third-Party Content**

The Platform may include links to sites owned and maintained by third parties not related to Intelligent Email (collectively referred to as "Third-Party Platforms"). Any such links to the websites or other properties of third parties are provided for your convenience only, and such links do not imply endorsement by Intelligent Email or affiliation of such Third-Party websites or the content contained therein. You acknowledge that we are not responsible for the availability of, or the content, or products located through any Third-Party websites. You should contact those Third-Party websites if you have any concerns regarding such links. Your use of any Third-Party websites is subject to the terms & conditions of use and privacy policies of those sites. We encourage you to review all of the Third-Party Platforms' policies.

Intelligent Email disclaims all warranties, express or implied, as to the accuracy, legality, reliability, or validity concerning any Third-Party Platforms and their product or content offerings, and you agree that any recourse for dissatisfaction or problems with any Third-Party Platforms must be directed to the third party and not Intelligent Email.

Any opinions, advice, statements, offers, or other information or content expressed or made available by third parties, are those of the third party and not of Intelligent Email.

#### **16. Prohibited Activities**

The following actions are not allowed on the Platform:

- a) You must not misuse our Platform by knowingly introducing viruses, trojans, worms, logic bombs, or other material that is malicious or technologically harmful;
- b) You must not use the Platform in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws

regarding the export of data or software to and from the United States or other countries).

- c) You must not attempt to gain unauthorized access to our Platform, the server on which our Platform is stored, or any server, computer or database connected to our Platform;
- d) You must not attack our Platform via a denial-of-service attack or a distributed denial-of-service attack;
- e) You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists;
- f) You must not send, knowingly receive, upload, download, use, or re-use any material that does not comply with the standards set out in these Terms of Use.
- g) You must not use the Platform for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- h) You must not establish a link to our Platform from any website that is not owned by you; and
- i) Our Platform must not be framed on any other site, nor may you create a link to any part of our Platform other than the homepage.

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. We reserve the right to withdraw linking permission without notice. If you wish to link to or make any use of content on our Platform other than that set out above and in our Privacy Policy, please contact us at [support@intelligentemail.ai](mailto:support@intelligentemail.ai).

By breaching any of the provisions above, you would commit a criminal offense. We will report any such behavior to the relevant law enforcement authorities, and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Platform will cease immediately.

We reserve the right, but not the obligation, to: (1) monitor the Platform for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, notice, or liability, remove from the Platform or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (4) otherwise manage the Platform in a manner designed to protect our rights and property and to facilitate the proper functioning of the Platform.

## **17. Governing Jurisdiction**

The Platform can be accessed from the United States, Canada and from other countries around the world. Although each of these jurisdictions have laws that may differ from those of the United States, by accessing the Platform, if you are located outside of the United States, you agree that all matters relating to access to, or use of, the Platform, or any other hyperlinked website, shall be governed by the federal laws of the United States without regard to any principles of conflicts of law. Accordingly, this Agreement will be governed by and construed in accordance with the laws of the United States of America and the laws of the State of Kentucky, without regard to any principles of conflicts of law.

## **18. Dispute Resolution**

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the American Arbitration Association (AAA) website. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Fayette, Kentucky. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Fayette, Kentucky, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non-conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Legal Terms.

In no event shall any Dispute brought by either Party related in any way to the Services be commenced more than one (1) years after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

### Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

#### Exceptions to Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

### **19. Modification and Interruptions**

We cannot guarantee the Platform will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Platform, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Platform at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith. Further, we will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Platform.

### **20. Compliance with Laws and International Use**

You assume all knowledge of applicable laws and are responsible for compliance with any such laws. You may not use the Platform in any way that violates applicable state, federal, or international laws, regulations, or other government requirements.

Furthermore, we make no representation that Digital Content on the Platform is appropriate or available for use in locations outside the United States and accessing the Digital Content from territories where such Digital Content is illegal is prohibited. Those who choose to access the Platform from other locations outside of the United States do so on their own initiative and at their own risk and are responsible for compliance with those local laws and regulations.

The information provided on the Platform is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or

regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Platform from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

## **21. Miscellaneous Terms**

These Terms of Use in conjunction with our Privacy Policy constitute the entire agreement and understanding between you and Intelligent Email with respect to your use of the Platform, superseding any prior agreements and understandings, and these Terms govern your use of the Platform. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. Our failure to enforce or exercise any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is determined to be unlawful, void, or unenforceable for any reason, the other provisions (and any partially enforceable provisions) shall not be affected thereby and shall remain valid and in full force and effect. You agree that these Terms of Use may be assigned by Intelligent Email, in our sole discretion, to a third party in the event of a merger or acquisition or change of control. The section titles and headings in these Terms of Use are for convenience only and have no legal or contractual effect.

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