

# Mailfor Email Systems

## Terms Of Usage

By purchasing your system, you agree to abide by our terms of service. These terms are enforceable and can result in restrictions to your email sending, or account suspension, depending on severity of transgression. These terms are to ensure we comply with legal requirements of operating as an Email Service Provider (ESP) such as the Computer Misuse Act 1990, the Data Protection Act 1998, and other international laws and guidelines (CANSPAM) that would affect our trading reputation.

### **1.0 – Sending Capacity**

Upon configuration of your system, your sending capacity is limited to 1 email per minute per domain, formatted as 120 emails per 120 minutes (to account for sending to multiple recipients)

This limit can be increased upon request. NCL Computing Limited will review your sending history, types of emails, and if you have had a history of previous transgressions. There is no upper limit to the number of emails you can send, and the threshold can be adjusted as high as necessary, but generally this is operated with the minimum possible limits to reduce the possibility of being publicly blacklisted.

### **2.0 – Sending Requirements**

If the hosted domain is found to be in breach of spam policy, is sending significant amounts of unsolicited bulk emails, or is not in compliance with our terms of service, NCL Computing Limited can reduce the permitted amount of email submissions and will notify you of the change and reason why. If you wish to appeal the change, you are permitted to do so.

You must:

- Comply with CANSPAM policy

You can (within reasonable limits):

- Send transactional emails to intended recipients
- Send as many emails as necessary
- Send marketing emails to small groups of potential clients who have expressed interest (mass/bulk unsolicited email is not permitted)
- Send non-malicious attachments up to 50MB
- Send emails to multiple recipients, but keep this to no more than 20 per email. Consistent, repeat emails to more than 20 recipients can result in sending restrictions.

You must **NOT**:

- Send mass unsolicited email
- Send emails with all recipients hidden or blind carbon copied (Bcc)
- Send phishing emails
- Send emails with the intent to scam a recipient

- Send emails impersonating an individual, company or entity
- Send emails with malicious links
- Send emails with malicious attachments
- Send emails with the intent to, or containing the means to perform social engineering
- Send emails with the intent to, or containing content that would cause disrepute to NCL Computing Limited or the Mailfor product
- Send forged emails
- Send emails on behalf of another organisation
- Send emails that violate SPF, DKIM, or DMARC of another domain
- Send emails containing viruses
- Send emails containing malware

All emails inbound and outbound are monitored regularly. Any client attempting to send emails with the intent to cause damage to a company, individual, reputation, computer systems, or other entities will have their system immediately suspended of all sending and receiving capacity while a review is undertaken.

Transgressions of the ‘you must **NOT**’ section of Section 1.0 are grave violations of the terms of service. If you/your company/the account is found to be in violation of this section with no good reason or with malicious intent, NCL Computing Limited reserves the right to terminate your account with immediate effect. The cancellation procedure is further detailed in Section 3.0.

### **3.0 – Cancellation**

As per CMA guidelines, customers are entitled to the 14-day grace period to cancel their service upon purchase, with no exit fees or additional charges. This can be done through the Mailfor Admin system, in your user account, under ‘Support’, and in the support request system there is a dropdown for ‘Cancel Service’. Please raise a request through this and we will begin cancellation immediately.

After this period, customers may cancel their service at any time, but will not be entitled to a refund.

If the customer is found to be abusing the Mailfor service (violating the requirements in Section 2.0), NCL Computing Limited reserves the right to cancel the service with immediate effect, and not provide a refund. No further payment will be taken and the subscription will be terminated.

Upon cancellation, the following will occur:

- If found in violation of terms – NCL Computing Limited will halt all mail transport services inbound and outbound, but the mailbox(es) will remain accessible for 1 month. After this time the mailbox(es) will be deleted from storage. All future payments will be terminated
- If customer requests cancellation – NCL Computing Limited will cancel all future payments, and mail transport inbound and outbound will persist until the end of the period. Once the payment period has ended, mail transport will cease, and the mailbox(es) will remain accessible for 1 month. After this time the mailbox(es) will be deleted from storage.