



APPENDIX C

Email Services

Third party licensors and end user terms (“conditions”)

APPENDIX C - EMAIL SERVICES

THIRD PARTY LICENSORS AND END USER TERMS ("Conditions")

Data	messages, text, graphics, audio/visual material, databases relating to email verification;
Data Protection Laws	the statutes, regulations, codes, guidance and common law as applicable to the parties (or any of them) relating to the collection, use, storage or disclosure of information about an identifiable individual;
Losses	all losses, damages, liabilities, costs, expenses, fines and penalties (including without limitation legal fees and costs);
We/us/our	the relevant third party provider or licensor (and not PCA);
You/your	the end user who has entered into a contract with PCA for the provision of certain email verification services.

1 Licence

- 1.1 You will have a limited, non-exclusive, non-transferable, non-sublicenseable right to use the applicable services, our Data and any of our proprietary software only in conjunction with receipt of the email verification services ("Services").
- 1.2 You will not (and will not allow others) to: (i) copy, reverse engineer, decompile, or disassemble the Services; (ii) market, sell, sublicense, rent, lease, or otherwise distribute the Services (or Data or other benefit received under the Services), in whole or in part; (iii) modify, upgrade, improve, enhance or create derivative works of any portion of the Services or Data for any purpose; (iv) interfere with, or disrupt the integrity or the performance of the Services or Data or (v) remove, obscure, or alter any identification, proprietary, copyright or other notices in the Services or Data.

2 Use & Conduct

- 2.1 You agree that you will not (or allow others to) use the Services: (a) other than as expressly permitted by our written agreement; (b) for any purpose that in our discretion is improper, immoral or undesirable.

3 Responsibilities and acknowledgements

- 3.1 All rights not granted under this Appendix are expressly reserved by us. You acknowledge that any derivative products, improvements or suggestions for improvements made by you shall become our property. You hereby assign to us all rights, title and interest that you may have in and to any such derivative product, improvements or suggested modifications. .
- 3.2 [Clause intentionally left blank]
- 3.3 Storing data within the application comprising the Services is a feature which you can enable or disable. If you choose to enable this feature, any data captured is stored for a maximum of two months, and automatically deleted by our servers.
- 3.4 Each party shall comply with its obligations under applicable Data Protection Laws in respect of any Personal Data (as defined by Data Protection Laws) processed. You warrant, represent and undertake to us that you have all necessary rights, licenses and consents to provide us with Personal Data for these purposes.
- 3.5 Each party agrees to maintain the confidentiality of the other party's confidential information as it would its most highly confidential information, but in no event shall either party use less than reasonable care.
- 3.6 You acknowledge that we retain sole and exclusive ownership of all right, title and interest in and to the Services, and any Data which originates from us and our confidential information, including all intellectual property rights thereto. You may not include or make reference to our name or trademarks in connection with use of our Services.
- 3.7 You grant to us for the term of these Conditions, a non-exclusive, non-transferable licence to use, reproduce, publicly and digitally display, and broadcast your name, logos, trademarks, trade names and URLs ("Customer Trademarks") to advertise and promote our services. We agree that nothing in these Conditions shall give us any right, title or interest in or to the Customer Trademarks other than expressly set out herein.

4 Liability

- 4.1 EXCEPT AS STATED IN THIS AGREEMENT, THE APPLICATION IS PROVIDED "AS IS" AND WITHOUT ANY OTHER EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE SERVICES OR THE OPERATION OR USE THEREOF. WE HEREBY EXCLUDE ALL IMPLIED WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OR TRADE. WE HEREBY EXCLUDE ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR

PURPOSE, OR OF NON-INFRINGEMENT, CONCERNING THE SERVICES, OPERATION OR USE THEREOF. WE DO NOT WARRANT THAT THE SERVICES WILL MEET ALL OF YOUR BUSINESS REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

- 4.2 You will indemnify, keep indemnified, hold harmless and defend us from and against any and all Losses arising out of your use of the Services where there is: (a) any violation these Conditions; or (b) a violation or infringement of any intellectual property or right to privacy; or (c) disclosure of our confidential information.
- 4.3 Except for payment of monies when due, neither party shall be liable for any Force Majeure (as such is defined in the EULA with PCA).
- 4.4 EXCEPT FOR DAMAGES ARISING UNDER CLAUSE 3.5 (CONFIDENTIALITY). IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT OR STRICT LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, DATA OR GOODWILL, REGARDLESS OF WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY FOR DAMAGES UNDER THIS APPENDIX (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU AS SUBSCRIPTION FEES UNDER THIS APPENDIX OR THESE CONDITIONS DURING THE TWELVE MONTHS PRIOR TO THE CLAIM GIVING RISE TO THE ALLEGED DAMAGES.
- 4.5 The parties will comply with all applicable federal, state, county and local laws and regulations and will procure all required permits and approvals in order to operate their respective businesses in compliance with all applicable laws. YOU ACKNOWLEDGE THAT THESE CONDITIONS ARE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, UNITED STATES OF AMERICA.