

TERMS OF USE for SendReach

These terms and conditions govern your use of our website and operating system. Please read the terms in full before you use this Website. If you do not accept these terms, please do not use this Website. Using the Website implies that you accept these terms. We do occasionally update these terms so please refer back to them in the future.

The “Company” is SendReach

A “User” is a SendReach Account holder

“Open rate” is the percentage of emails reported as opened by the recipient and will always be lower than in actual fact due to the shortcomings of the ONLY reporting system available

“Response rate” or “Click rate” is the percentage of those that opened the email that also clicked a link in the email and is accurate

A “Dedicated IP Address” is an IP Address used to send the emails of just one User

A “List” is a list of records of people’s contact details including email address

A “Subscriber” is someone who has knowingly added their contact details to a List

An “Autoreponder Campaign” is an email triggered by a person subscribing to a specific List and there may well be a series of Autoresponses sent at intervals to the Subscribers in that List based on the date/time of Subscribing

A “Regular Campaign” or “Broadcast” is an email sent to the Subscribers in a List all at the same time but the subscribers may be filtered based on various demographic and/or other criteria

“Bulk Email” is the industry term used to identify mail sent to a List on behalf of the List Owner by an Email Service Provider such as SendReach

1. Site Access

1. A registered User Name and Password is required to gain access the Main Operational Dashboard and the Back Office. The SendReach Setup Web Site at <http://setup.sendreach.com> is not Password protected

2. Use of Website

1. You are permitted to use our website and system for promoting your business and to print and download material from this Website provided that you do not modify any content without our consent and material on this website must not be republished online or offline without our permission

2. The copyright and other intellectual property rights in all material on this Website are owned by us or our licensors and must not be reproduced without our prior consent including use of our domain names or email addresses in outgoing communications
3. The ownership of a SendReach Account cannot be transferred to any other party than the original purchaser

3. Site Uptime

1. The Company takes all reasonable measures to ensure that the Company Websites are available 24 hours a day, 365 days per year. However websites do sometimes encounter downtime due to various technical issues or outside forces and therefore we will not be liable if this website is unavailable at any time
2. Websites may be temporarily unavailable due to development, maintenance or repair. Where possible we will give our Users and visitors advance warning of maintenance issues but shall not be obliged to do so
3. The Company shall not be held responsible for any losses incurred as a result of any of the Company's Websites being offline

4. Fees

1. Account Fees are published from time to time and are payable monthly or annually in advance
2. IP Address Fees are published from time to time and are payable annually or monthly in advance
3. The Company reserves the right to modify account quotas, conditions and fees at any time
4. Fees are payable by Bank Debit Card or Credit Card on a subscription basis

5. User Conduct

1. With the exception of personally identifiable information, the use of which is covered under our Privacy Policy www.sendreach.com/privacy.html, any material you send or post to this Website shall be considered non-proprietary and not confidential, with the exception of Subscriber information which is deemed to be proprietary to an individual User. Unless you advise to the contrary we will be free to copy, disclose, distribute, incorporate and otherwise use such material for any and all purposes
2. When using this website and the SendReach system you will ensure that you will conform to the following requirements
 - a) You will have obtained all necessary consents, including all subscribers communicated with being optin subscribers or existing customers and not originating from purchased subscriber contact details
 - b) Ensure that all content is configured in accordance with the evolving requirements of the various online monitoring agencies that control email delivery including Internet Service Providers, Email Service Providers and Spam Filters
 - c) That such content does conform at all times with the requirements of the CAN-Spam Act regardless of where you may be located as a User or the location of the recipient of any emails you are

responsible for initiating may be located and that no communication is sent without a Physical Address set in Account Settings which is automatically added to every communication

- d) No communication is sent without a means of the recipient Unsubscribing from your List
- e) As a User you are not allowed to promote the products and services that the Internet Service Providers deem to be unacceptable material for them to process and mark them down severely pornographic material and certain financial service and medicinal products being the most common with any form of gambling being specifically unacceptable and you will not market an opportunity to invest in or in any other way promote trading in “Binary Options” other than on a dedicated IP Address
- f) You will not send any material that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in the United Kingdom, and also with due regard for the legal requirements of the Countries that communications are being sent to
- g) Or which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data

3. All Users are required to operate their accounts in accordance with these more general requirements

- a) sending emails from an email address where the domain is blacklisted is not allowed - nor a blacklisted domain used in a Link in a Regular Campaign or Autoresponse – if a communication includes a link to such a domain the communication will not be sent
- b) all Subscribers are allocated a unique identity for each List they are subscribed to, and a check on how many Broadcasts a day are sent is based in that unique Subscriber/List ID. Sending a Broadcast to any one individual Subscriber/List ID once per day (midnight to midnight) is permitted. Sending a Broadcast to any particular Subscriber/List ID more than twice in any one day is not allowed, no matter what the subject matter may be. Furthermore, you cannot send a Broadcast to any particular Subscriber/List ID twice in a day on more than four occasions in any rolling 30 day period. **NOTE.** that means that a Subscriber who is in three different Lists may legitimately receive three Broadcasts a day every day, as it is three different Subscriber/List IDs that are being mailed to – Autoresponses are not included in that limitation nor are emails sent via a dedicated IP Address

- c) not mail to subscriber numbers that exceed the SendReach Account Subscriber Quota
- d) not take any actions that could be deemed to be detrimental to the online reputation of either SendReach or other SendReach Users
- e) Maintain an open line of communication via the User Profile email address for functional updates and User critical notifications and failure to do so will lead to the account being terminated

5. In the interests of List and Subscriber record integrity and to protect the online reputation of SendReach User’s “Sending” email addresses and the SendReach IP Addresses the sending of any communication to invalid or blacklisted or role addresses will be suppressed along with those that bounce

6. It is a requirement that all SendReach Lifetime Accounts are maintained in an active status, and not logging in to check the current status of Lists and the Subscriber records they contain and to

communicate with them at least once every 6 months will be deemed to be unacceptable List management as it is widely recognised that Lists and their subscribers have to be engaged with on a regular basis to avoid unacceptable levels of complaints which would be to the detriment of all SendReach Users therefore such accounts will be deemed to be being operated in breach of these Terms of Use and the account will be suspended pending further investigation and may be terminated with no right of appeal

7. We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person using this website and the SendReach system

6. Quality Control

1. It is required that all SendReach Users request of their new Subscribers that the Subscriber mark any communication that lands in the spam folder as “Not Spam” and adds the “From Email Address” to their Email Contact List as that effectively whitelists the From Email Address and there is illustrated guidance on setting that up in the SendReach Setup Web Site at <http://setup.sendreach.com>
2. It is essential that Users do everything possible to ensure their percentage of emails sent that are opened by the recipient is 4% or higher. A function for preventing communications being sent to un-receptive subscribers from Subscriber Lists is available – using it inevitably increases opening percentages instantly. There is specific illustrated guidance on maximising Open rates in SendReach Setup Web Site at <http://setup.sendreach.com> Whilst it is not intended as a draconian mandatory requirement the Company reserves the right to terminate any User’s account who consistently fails to achieve such a level, and thereby jeopardises the effectiveness of the Company’s email platform for all other Users but will first offer an alternative means of sending that Users communications that will remove the negative effect on other Company Users

7. List Imports

1. Users are able to import existing mailing Lists provided they are not purchased or borrowed from an external source as per the CAN-SPAM Act unless they are only mailed to via a dedicated IP Address
2. Whether imported by the User or the Company the Lists are automatically cleaned of any invalid, blacklisted or otherwise undesirable email addresses during the import process

8. IP Addresses

1. The Company operates a series of IP/Mailing Domain Pools and User’s emails are routed via a specific Pool based on various criteria including content and response rates
2. The Company at its sole discretion may require that any User not achieving a minimum average open rate of 3% have their emails routed via a dedicated IP Address at an annual cost as agreed at the time and payable in advance giving them complete control of the online emailing reputation of that IP Address and in such instances the User will also be required to provide a domain to be used as the sending domain

3. User's may choose to have their emails routed via an IP Address dedicated to just their account at an annual cost as agreed at the time giving them complete control of the online emailing reputation of that IP Address and in such instances the User will also be required to provide a domain to be used as the sending domain

9. Links To And From Other Websites

1. Any links to third party websites located on this Website are provided for your convenience only and we have not reviewed each third party website and have no responsibility for such third party websites or their content. We do not endorse the third party websites or make representations about them or any material contained in them. If you choose to access a third party website linked to from this Website, it is at your own risk
2. Any links in your communications must be to legitimate ethical sites as per paragraphs 4.2.e. f. g. above and if any links are blacklisted domains the communication will not be sent
3. If you would like to link to this Website, you may only do so on the basis that you link to but do not replicate any page on this Website, and subject to the following conditions
 - a) you do not in any way imply that we are endorsing any services or products unless this has been specifically agreed with us
 - b) you do not misrepresent your relationship with us or present any false information about us
4. your website does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other
5. If you choose to link to our website in breach of Paragraph 3. a. or b. above you shall fully indemnify us for any loss or damage suffered as a result of your actions

10. Refunds

1. The Company operates a 30 day refund policy on new Monthly Accounts, the purpose being to allow due time for the new User to acquaint themselves of the modus operendi of the SendReach Platform not to make use of it for bulk emailing during that period and then claiming a refund after having done so
2. From time to time the Company may make a limited time special offer of Lifetime Accounts the fees for such accounts are explicitly not refundable nor are any upgrades to such Accounts
3. The refund policy is rendered null and void the moment an existing List is imported to the User's SendReach Account
4. The refund policy is rendered null and void if any Campaigns are sent to any email address other than that of the new User for test purposes
5. Fees for Dedicated IPs are explicitly not refundable

11. Termination

1. Any transgression with regard to any paragraphs above will result in the User's account being immediately suspended, and pending further investigation, terminated with no repayment of any

fees, and any decisions taken during that further investigation will be entirely at the discretion of the senior management of SendReach

12. Disclaimer

1. We take all reasonable steps to ensure that the information on the Website is correct. However, we do not guarantee the correctness or completeness of material on this Website. We may make changes to the material on this Website at any time and without notice. The material on this Website may be out of date, or on rare occasions incorrect and we make no commitment to ensure that such material is correct or up to date
2. Any provision for recompense of any losses directly or indirectly incurred as a result of downtime or malfunction of the SendReach Platform for whatever reason is expressly excluded
3. Once a new account has been setup by the User in "Account Settings" and or Lists imported that account is deemed to have been used and therefore a refund of fees paid is not available
4. The material at this Website is provided without any conditions or warranties of any kind. To the maximum extent permitted by law we provide access and use of this website on the basis that we exclude all representations warranties and conditions which but for these Terms may have effect in relation to this Website.
5. We reserve the right to modify these Terms of Use at any time and you should check for such amendments from time to time

13. Exclusion of Liability

1. Neither we nor any other party (whether or not involved in producing, maintaining or delivering this Website or SendReach system), shall be liable or responsible for any kind of loss or damage that may result to you or a third party as a result of your or their use of our website or system. This exclusion shall include servicing or repair costs and, without limitation, any other direct, indirect or consequential loss, and whether in tort or contract or otherwise in connection with this Website or system.
2. Nothing in these Terms shall exclude or limit liability for (i) death or personal injury caused by negligence (as defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter.

Our Details

Our business name is: SendReach

Our business address is: Calle Estormino 5 - Buzon 49, El Romoral, Alhaurin de la Torre, Malaga, 29130, Spain

Our contact details are: admin@sendreach.com