

MailPorter Terms and Conditions

The following Terms and Conditions and our Privacy Policy govern your use of the Service provided by MailPorter ("MailPorter"). You agree that you will be bound by these Terms and Conditions and our Privacy Policy by making any use of the Service or by completing our account signup process.

1. The Service

1. Subject to these Terms and Conditions, MailPorter will provide you with the following services ("Service"):
 1. an email account with 100mb of space;
 2. MailPorter spam protection for your e-mail account;
 3. the ability to access your email account via web mail access.
 2. Access to the Service will be via the user name and password, which you will create at the time you register with MailPorter ("Account").
 3. You agree that MailPorter may alter or withdraw any part of the Service at any time (without providing notice to you).
2. This is a fee-based subscription. Subject to the terms of this agreement, MailPorter will make the service available to you to you for a fee.
3. Registration Information

Any use of your personal information by MailPorter is subject to the MailPorter Privacy Policy, which is available on our website. By using the Service, you agree that you will be bound by, and will observe your requirements set out in our Privacy Policy.

4. Accounts and Passwords

1. You are responsible for maintaining the confidentiality of your user name and password. You agree that you are responsible for any use of your Account, whether or not authorized by you.
2. You agree to immediately notify MailPorter of any unauthorized use of your Account.

5. System Operation

1. You agree that you will use the Service in accordance with the directions and specifications set by MailPorter.

6. Payment

1. MailPorter bills for most services in advance. A service charge of 1 1/2% per month will be charged on all past due amounts. If your account is referred to collection, purchaser agrees to pay any collection costs incurred including reasonable attorney's fees, filing fees and court costs.
2. Billing statements and or invoices will be sent via e-mail. You agree that you are responsible to pay your subscription fees, on time, regardless of receipt of an invoice or statement.
3. All credit and or debit cards will be charged automatically for each billing period. If you dispute a valid credit card charge levied, your account will

be disabled and you will be charged a \$40.00 service fee per chargeback. You agree to contact MailPorter directly, first, with any billing concerns whatsoever. All valid credit or debit card charges that are disputed are no different than bouncing a check and will be collected to the fullest extent of the law. You must terminate your subscription as described in this agreement to prevent future service charges. A rejected charge authorization or failure to respond to an e-mailed invoice does not remove your responsibility to pay your subscription fees. You must send MailPorter the proper termination notice.

7. Email Storage and Limits

1. You agree that you will not store any emails on the Service, which are in excess of MailPorter's email storage limits (as specified by MailPorter in these Terms and Conditions or on our website).
2. You agree that MailPorter may delete any emails stored in your Account, if your Account is in excess of MailPorter's storage limits or when deemed appropriate by MailPorter.
3. You acknowledge and agree that MailPorter, its agents and employees will in accordance with our Privacy Policy, take all reasonable steps to preserve the privacy of your personal details and any electronic data stored on the Service. You further acknowledge that you will not hold MailPorter responsible for any unauthorized or illegal access to MailPorter's data storage system by any individual or group, whether internal or external to MailPorter. You agree that MailPorter retains the right to remove any emails or other data, which violates these Terms and Conditions or is otherwise objectionable.
4. You acknowledge and agree that MailPorter may review and disclose personal information and data stored on its data storage system, where such review or disclosure is authorized by law or if it is reasonable to believe that such review or disclosure is necessary to:
 1. comply with any law or subpoena;
 2. enforce these Terms and Conditions;
 3. respond to claims of violation of the rights of a third party; or
 4. protect the rights, property, or personal safety of MailPorter, its users and the public.

8. Message Delay

You acknowledge and agree that as part of MailPorter's verification process, all emails which are not from a sender approved by you will be blocked, which may result in emails being delayed until resent by the sender's email server. You agree that MailPorter may delay the delivery of any email to you if MailPorter believes that the email constitutes Spam or any other type of communication which you have authorized MailPorter to block.

9. Virus Protection

You acknowledge and agree that MailPorter cannot guarantee that any emails (including their attachments) which are received by you are virus free or error free.

10. Members Conduct, Responsibilities and Message Content

1. You agree that:

1. you will not resell or sublicense the use of the Service to any other person;
2. you will not use the Service in an illegal manner or email any materials from the Service or your Account which are offensive, unlawful, harassing, libelous, defamatory, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable;
3. you will not use the Service to stalk or harass another person;
4. you will not use the Service to impersonate any person in any way whatsoever;
5. you will not use the Service to infringe the copyright, trademark, patent or other intellectual property rights of any person;
6. you will not use the Service for sending advertising, chain letters, junk mail, "spamming" or any other type of unsolicited email;
7. The use of your account to send out any bulk and/or unsolicited e-mail, commercial or otherwise (spamming), is strictly prohibited. Bulk e-mail (spamming) is defined as identical or similar e-mail messages sent to 25 or more recipients where the recipient has not specifically requested such e-mail. Any violation of this policy may result in the immediate termination of your account, at the sole discretion of MailPorter. If you violate this spamming policy, you will be assessed the following fines and penalties, which you hereby agree to pay:
 1. First offense: \$100.00
 2. Second offense: \$500.00
 3. Third offense: \$1500.00 and automatic termination of your account.
8. you will not forge or alter the header or address information contained in any email or communication which you send from the Service;
9. you will not use the Service to send or deliver viruses, trojan horses or other harmful, disruptive, or destructive files;
10. you will not use the Service in such a way as to deny access to the Service to other users of the Service; and
11. you will not use the Service in a way that degrades the performance of the Service for other users.
12. Impersonating another user or otherwise falsifying one's user name in e-mail or any post to any newsgroup or mailing list is strictly prohibited.
13. In addition to any other fees and penalties that may be assessed by MailPorter, as provided herein, you shall be held liable for any and

all costs incurred by MailPorter as a result of your violation of any terms and conditions of this Agreement. This includes, but is not limited to, attorneys' fees and costs resulting from Postmaster responses to complaints from and the cleanup of unsolicited commercial mailings and/or unauthorized bulk mailings and/or news server violations. MailPorter's current hourly rate for Postmaster responses to complaints and cleanup of unsolicited commercial mailings and/or unauthorized bulk mailings and/or news server violations is US \$100 per hour, with a minimum one (1) hour charge, plus US \$1 for each bulk-email or Usenet message sent, plus US \$1 per complaint received. These rates are subject to change at any time without notification.

2. You acknowledge that MailPorter cannot and does not monitor, censor or edit the contents of its users' email messages and is not responsible in anyway whatsoever for the conduct of any other users of the Service. You agree to report any known abuse of the Service by any other person, including any suspected form of spamming or unauthorized access.

11. Support

1. You agree and understand that MailPorter provides limited general e-mail technical support to subscribers free of charge and posts answers to frequently asked questions on our web site. Customers requesting telephone support, if such support is available, will be charged a per minute fee at the current going rate. The fee per minute will be disclosed prior to any telephone support given. You agree to pay all fees incurred for technical support services in full at the time of service.

12. Termination of the Service

1. Your service subscriptions will automatically renew. The fees for the subscription will bill automatically. If you wish to terminate service, your cancellation request must be received 5 business days prior to your next billing date to prevent further charges. Your subscription when canceled properly will terminate one day prior to your anniversary date. MailPorter will not prorate service fees. All cancellation requests must be mailed to MailPorter c/o TSMG, PO Box 3940, Spokane, WA 99202 or sent via MailPorter's online cancellation form. All requests must include your complete name, address, contact telephone number and your MailPorter Account Registration Number. You are responsible for all subscription fees regardless of usage. No refunds will be issued. In the event that a special case exists to warrant a refund a \$25.00 administration fee will apply. No exceptions. You agree that any renewal of the Service will be subject to MailPorter terms and conditions governing the use of the Service at the time of renewal. You must terminate your service as described to stop all subscription fees. You will be charged subscription fees regardless of actual account usage.
2. You agree that MailPorter may, without notice, terminate the Service to you, if:

1. you breach any of your obligations set out in these Terms and Conditions;
 2. you breach the MailPorter Privacy Policy;
 3. you fail to pay for the Service;
 4. you provide any false or misleading information to MailPorter during your registration on MailPorter's website.
 5. MailPorter deems the termination appropriate.
3. You agree that:
1. MailPorter will remove your right to send emails from the Service after termination of the Service; and
 2. MailPorter may delete your Account and any emails stored in your account after the termination of the Service.

13. Disclaimer of Warranties

1. You acknowledge that MailPorter has made no warranties that the Service will be error free or will be available on a continuous basis or at any particular time. Nor does MailPorter warranty or guarantee that you will like the service, the graphical interface, the usability or functionality.
2. You acknowledge that MailPorter has not made and will not make any express or implied warranties in relation to the Service or any other goods or services provided by MailPorter, other than those warranties contained in these Terms and Conditions.
3. You agree that MailPorter will not be liable in respect of any claim by you (whether contractual, tortious, statutory or otherwise) for any direct, special, incidental, indirect or consequential damages or injury including, but not limited to, any loss of profits, contracts, revenue or data arising out of or in connection with the provision of the Service or the provision of any other goods or services under these Terms and Conditions and whether as a result of any breach or default, by MailPorter.
4. MailPorter will not forward your email if you choose to terminate your account. It is recommended that you continue your account for as long as necessary for forwarding purposes.

14. Indemnification

1. You agree to indemnify MailPorter, its officers, employees and agents ("Indemnified"), against any loss, cost, expense or damage incurred by the Indemnified (including legal costs on a solicitor/client basis) arising directly or indirectly out of your breach of these Terms and Conditions or your infringement of the rights of any third party in using the Service.

15. Notices

Any notice sent to MailPorter shall be delivered in writing by US Mail to MailPorter c/o TSMG PO Box 3940, Spokane WA 99202. Any notices sent to customers will be delivered to the customers e-mail address on file. You agree that it is your responsibility to ensure your contact information in our system is up to date. Any update can be e-mailed to support@mailporter.com.

16. Modifications of These Terms and Conditions

MailPorter reserves the right to change its rates and otherwise modify the terms and conditions of this Agreement at any time by notifying you 30 days in advance of the effective date of such changes. In the event that you wish to terminate your account due to a price increase, you, the customer, will have 10 days from the date of notification of the effective increase to mail MailPorter a written request to terminate services. You agree that you will be bound by any amendment or addition to these Terms and Conditions, if you fail to terminate and or continue to use the Service.

17. General

1. You agree that these Terms and Conditions and your use of the Service are governed by the laws of the State of Washington, and you irrevocably submit to the jurisdiction of the courts of the State of Washington.
2. A provision of or a right created under these Terms and Conditions may not be waived or varied except in writing signed by the party or parties to be bound by the waiver or variation. No single or partial exercise by any party of any right, power or remedy under these Terms and Conditions will preclude any other or further exercise of that or any other right, power or remedy. The rights, powers or remedies provided in these Terms and Conditions are cumulative with and not exclusive of any rights, powers or remedies provided independently of these Terms and Conditions.
3. If any provision of these Terms and Conditions is judged invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such invalidity or unenforceability (unless deletion of such provision would materially adversely affect one of the parties) will not affect the operation or interpretation of any other provision of these Terms and Conditions to the intent that the invalid or unenforceable provision will be treated as severed from these Terms and Conditions.
4. In the interpretation of these Terms and Conditions:
 1. a reference to a person includes a reference to a corporation, firm, association or other entity, and vice versa;
 2. the singular includes the plural and vice versa;
 3. a reference to any gender includes a reference to all other genders;
 4. where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; and
 5. headings are inserted for convenience only and do not affect the interpretation of these Terms and Conditions

MailPorter Privacy Policy

MailPorter stores your name, telephone number and address details for the purposes of operating your account. The only personal information that is shared with a third party is your payment details if necessary to collect subscription fees or report unpaid accounts.

Your personal information is kept secure in an industry standard hosting environment.

MailPorter will primarily communicate with you via email. It will be for the purpose of service announcements and/or billing reminders.

Our Guarantee

We guarantee that known spam, viruses and e-mails not on your accept list will be removed from the system. We can not guarantee against unknown hacks, cracks or exploits but will do our best to remove or block them as they are discovered.