

Terms of service for Senders

Senders is a suite of services pertaining to email, email deliverability, and email marketing.

By signing on to work with Senders, you agree to be bound by these terms and conditions. Senders, Senders Protocol, Senders Strategy, et al, is a d/b/a of Kyuzo Corporation with an official address at 223 Bedford Ave PMB 1035, Brooklyn NY 11211.

Supply of Senders services

Senders ("The Service Provider") provides the Senders service ("Service"). The Service requires your compliance with the terms and conditions ("Terms of Service") set forth in this document and in any details outlined in an associated Statement Of Work.

The Service Provider reserves the right to update, modify, or remove elements from the Terms of Service at any time without notice. New elements that may be added to the Service are subject to the Terms of Service. Should you continue your use of the Service after any such modifications have been made, this shall constitute your agreement to such modifications. The most recent copy of the Terms of Service can be found here: <https://senders.co/terms>.

Senders services are available only to entities and persons who can form legally binding contracts under applicable law.

The Service Provider reserves the right to refuse service or to terminate access for any user, and to change eligibility requirements at any time, at its sole discretion.

Any violation of any of the Terms will result in the termination of your Senders service.

Limitations in Senders services

The Service Provider uses third parties to host certain elements of their service. The Service Provider will use all reasonable avenues to ensure the third parties to provide their services at or above industry standards. Accordingly, The Service Provider does not warrant that Senders services will be uninterrupted, error, bug or virus free or that the delivery of emails will be without delay.

It may be necessary to temporarily suspend sending from time to time to carry out maintenance of equipment either across all clients or on a specific client basis; such suspensions will be limited and will take place as much as possible outside of core working hours. However, Senders services may also be suspended (in whole or part) where The Service Provider or the third party host is obliged to comply with an order, instruction or request of the government, a court or other competent administrative authority or an emergency service organization.

Fees

You shall pay the invoices amount for Senders services as set out in the Statement Of Work agreement or contract in accordance with the payment terms agreed with The Service Provider. All charges quoted are inclusive of

any Value Added Tax. If you are VAT registered in Europe, you will need to take care of your own VAT payments.

The Service Provider does not provide refunds for unused monthly subscriptions (even if we had to shut down your account for violating these terms).

Payment of the charges

Payments can be submitted by the payment methods offered in your invoice including an “auto-pay” option. Invoices will be generated on the day of each calendar month that you signed the agreement. Any services used during that period will be reflected in the invoice.

If, for whatever reason, The Service Provider is unable to process your payment or does not receive the funds within the time frame specified in the agreement, The Service Provider will attempt to contact you by email and will pause service until the payment can be processed.

You agree to pay for all billable services used by your account, even if those services are unused by your choice, or if your emails are disrupted during this time (Senders has no control over your subscribers' email servers, ISP availability, personal spam filter settings, your company staffing issues, or half a dozen other elements that can interfere with normal email sending).

Fees are payable in US dollars.

Changes in the Service and Fees

The Service Provider reserves the right to change the fees, service offerings, or optional services with 30 days notice. Fee change notices may be emailed to you, communicated in-person, via telephone, or via other digital means.

Continued use of Senders services following the effective date of any change in price or offering will be considered acceptance of such change.

Cancellation and Termination

Cancellation is triggered by you emailing your contact person at Senders. Engagements with The Service Provider are processed at the end of a billing cycle.

The Service Provider will then close down your access to The Providers email infrastructure and cancel the recurring payments agreement.

While you can cancel at any time, you will remain liable for all charges accrued up to that time, including full monthly charges for the month which you discontinued service. In the case of a disconnection fee outlined in the Statement Of Work document you signed, you will be charged that amount.

If you have paid in advance, then you can request a refund for the unused amount.

Data, Data Protection, and Indemnity

You are the data controller in respect of any personal data that The Service Provider processes in the course of your use of engaging with Senders. The personal data is provided by you or the email recipient, The Service Provider cannot be held liable or responsible for the accuracy, contents or use of such personal data.

The Service Provider shall have no liability for any loss or damage, however caused, arising from any loss of data.

You must comply with all applicable data protection legislation. You permit The Service Provider to audit your compliance with this clause and shall

provide access to all your premises and systems by The Service Provider or its auditors upon being given reasonable notice.

You shall fully indemnify and keep indemnified The Service Provider against any losses, claims, fines, damage or expenses (including legal and professional expenses) of whatsoever nature (whether direct, indirect or consequential) arising as a result of or in connection with any breach of this clause and/or any applicable data protection legislation.

The Service Provider will not disclose any personal data relating to you to any businesses, organizations or individuals without your prior express consent, unless required or permitted by law.

The Service Provider will not use any of your recipient contact lists, or any other customer information, for any other purposes than those intended with providing Senders services. Your customer information will not be shared with any other parties.

The Service Provider processes information about you in accordance with its own Privacy Policy.

You will adopt and maintain the Privacy Policy, which may be modified by The Service Provider from time to time.

Warranty disclaimer; Remedies

The Service Provider warrants that Senders services will be provided using reasonable care and skill.

USE OF SENDERS SERVICES AND ANY RELIANCE BY YOU UPON SENDERS SERVICES, INCLUDING ANY ACTION TAKEN BY YOU BECAUSE OF SUCH USE OR RELIANCE, IS AT YOUR SOLE RISK. THE SERVICE PROVIDER DOES NOT WARRANT THAT OUR SERVICE WILL BE UNINTERRUPTED OR ERROR FREE;

NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF OUR SERVICES. THE SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

Your sole and exclusive remedy for any failure or non-performance of Senders Services shall be for The Service Provider to use commercially reasonable efforts to adjust or repair the service.

Limitation of liability

Nothing in this clause limits or excludes a party's liability which cannot be so limited or excluded under applicable law.

The Service Provider shall not be liable to you by reason of any representation (unless fraudulent), or any duty of law, or under the express terms of use, for loss of profit, loss of revenue, loss of savings or anticipated savings, loss of data, loss of use of software or data, loss or waste of management or staff time, any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of The Service Provider, its agents or otherwise) which arise out of or in connection with the provision of Senders Services or its use by you.

In the event that, notwithstanding the foregoing, The Service Provider is found liable to you for damages from any cause whatsoever, the entire liability of The Service Provider under or in connection with these terms, whether the claim in question is contractual or non-contractually, will not exceed the amount of the charges received by The Service Provider from you in the preceding 12 months.

Force Majeure

Neither party shall be responsible to the other party in circumstances where some or all of the obligations under the Terms cannot be performed due to circumstances outside the reasonable control of the defaulting party, including an Act of God, change in legislation, fire, explosion, flood, accident, strike, lockout or other industrial dispute, war, terrorist act, riot, civil commotion, failure of public power supplies, failure of communication facilities, default of suppliers or sub-contractors, or the inability to secure computer processing facilities (including those of the necessary quality or security), obtain materials or supplies and, in all cases, the inability to do so except at increased prices (whether or not due to such causes). However, if such circumstances persist for more than 28 days, the non-defaulting party may terminate the agreement and all charges due to The Service Provider up to the date of termination shall become due.

Nothing in this clause excuses you from any obligation to pay, in a timely manner, The Service Provider any sums due.

Intellectual property rights

Nothing in this agreement transfers any intellectual property rights to you.

Permitted use & compliance with laws

You represent, covenant, and warrant that you will use Senders Services only in compliance with the Terms and all applicable legislation and regulations.

You agree to not abuse our offering, nor knowingly take any action which is likely to harm or impede those services or other users access to them.

You hereby agree to indemnify and hold harmless The Service Provider against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and reasonable attorneys' fees) in connection with

any claim or action that arises from an alleged violation of the foregoing or otherwise arising from or relating to your engagement with Senders.

You agree that where The Service Provider is advised in writing by a regulator that you are or have been in breach of any legislation, The Service Provider shall be entitled to act on any request or recommendation by the regulator for access to be barred from utilizing Senders services for such periods as the regulator may specify.

You agree to provide all reasonable assistance to The Service Provider in connection with The Service Provider's compliance with any requirements or conditions which are at any time imposed by law or any regulator which are applicable to or affect the Senders services..

Communication and notices

You hereby undertake to have, and keep The Service Provider informed of, a valid and regularly monitored contact email address for the duration of your engagement with Senders. You will be deemed to have read notices sent to your contact email address and The Service Provider may act on that basis. Unless otherwise notified The Service Provider's contact email address is the following email address: "hello[at]senders[dot]co".

In the event of any dispute arising between the parties in connection with these Terms and Conditions, senior representatives of the parties shall, within 10 working days of written notice being given by either party to the other, meet in good faith at a neutral venue of The Service Provider's choosing in the United States of America (or online, at The Service Provider's choice) in an effort to resolve the dispute.

Any proceedings relating to any dispute shall take place in the United States of America, New York State, and be conducted in the English language.

Miscellaneous

If any provision of the Terms and Conditions is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms will otherwise remain in full force and effect and enforceable.

Each party warrants to the other that they have the power and authority to enter into agreement and perform its obligations under these Terms and Conditions.

The Terms and Conditions, and any dispute arising out of or in connection with them, whether contractual or non-contractual, will be governed by New York State law and the parties agree to submit to the exclusive jurisdiction of the state of New York courts.

