

Terms and Conditions

Last updated: January 9th, 2020

The following terms and conditions apply to **SHORTMAIL Services** provided by Miroslav Hes (as Provider), Na Proutkach 293, 250 73 Radonice, Czech Republic, Reg. ID 43080731 to the Customers.

Acceptance

It is not necessary for any Customer to have signed an acceptance of these terms and conditions for them to apply. If a Customer accepts a quote then the Customer will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

Definitions

Services means the services that Provider provides to You under this Agreement, which may include use of the SHORTMAIL Services and customer support.

Subscription means the subscription plan(s) for which You will pay or have paid a subscription fee to use the SHORTMAIL Services.

User Account

A user account is required to access the SHORTMAIL Services and may be accessed and used only by those authorized individuals who have registered on SHORTMAIL. Each user will choose own e-mail address and unique, non-transferable password. User accounts cannot be “shared” or used by more than one individual.

Fees, Payment, Renewals and Taxes

Fee

Provider charges an annual subscription fee for using SHORTMAIL Services. Customer agree to pay all fees charged by Provider and otherwise incurred by Customer.

Payment

Customer will pay Provider invoices on the payment interval set forth in the Order Form. Customer will provide complete and accurate billing and contact information to Provider.

If Customer fails to pay the applicable fees in a timely manner, other than fees disputed in good faith, Provider may suspend or terminate Customer’s access to either the SHORTMAIL Services.

Renewal

Fourteen days before the end of the paid period, the Customer is notified of the possibility to renew the subscription by e-mail.

If the Customer accepts the offer, then will pay next subscription (an annual fee) for the next period in accordance with the conditions above.

Taxes

You are responsible for, and will indemnify and hold Provider harmless from, payment of all taxes (other than taxes based on Provider's net income), fees, duties, and other governmental charges, and any related penalties and interest, arising from the payment of fees to Provider under this Agreement or the delivery or license of the SHORTMAIL Services or use of the SHORTMAIL Services or provision of any Services.

You will make all payments to Provider free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of fees to Provider will be Your sole responsibility, and You agree to provide Provider with official receipts issued by the appropriate taxing authority, or such other evidence as Provider may reasonably request, to establish that such taxes have been paid.

Free account

Customer is available to sign up and use free account, without any fee. Provider is entitled to use free accounts to send targeted marketing messages, but not more than once per calendar month.

Resellers

Third parties are not allowed to sell SHORTMAIL without provider permission.

Warranty

Provider represents and warrants to Customer that for a whole period of using by Customer the SHORTMAIL Services will function correctly in all material respects. In the event of a breach of this warranty, Provider will use its reasonable efforts to remedy the breach or, at Provider's discretion, may refund the fees paid for access to the SHORTMAIL Services. Such remedies shall be the sole remedy by Customer against Provider for a breach of this warranty.

Termination

Either Party may terminate this Agreement, if the other Party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; or the other Party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days.

Provider may terminate this Agreement and suspend Customer's access to the SHORTMAIL Services if required to do so by law or for an egregious violation by Customer of the acceptable use policy.

Limitation of Liability

To the maximum extent permitted by law, Customer acknowledges and agrees that assume full responsibility for any loss that results from Customer use of the SHORTMAIL Service, and Provider won't be liable for any indirect, punitive, special, or consequential damages under any circumstances, even if they're based on negligence or we've been advised of the possibility of those damages.

Indemnity

Customer agree to indemnify and hold Provider harmless from any losses, including legal fees and expenses that directly or indirectly result from any claims you make that aren't allowed under these Terms due to a "Limitation of Liability" or other provision.

Provider:

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Czech Republic

Reg. ID 430 80 731

WEB: <https://www.shortmail.eu>

E-MAIL: sm@ewq.as