

1. Introduction and Acceptance of Terms

Welcome to wizeMails! These Terms of Service ("Terms") govern your use of the wizeMails services, which include our email marketing tools, analytics, and other related services (collectively, the "Service"). By accessing or using our Service, you agree to be bound by these Terms, our Privacy Policy, and the following legal terms. Please read them carefully.

1.1 Acceptance of Terms

By registering for, accessing, or using our services, you agree to these Terms and acknowledge that you have read and understood them. If you do not agree to these Terms, please do not use our services.

1.2 Changes to Terms

We may modify these Terms at any time. If we do, we will notify you by posting the revised version on our website or by other means. Your continued use of our Service after any such changes take effect constitutes your acceptance of the new Terms.

1.3 Eligibility

Our services are intended for users who are at least 18 years old. By using our services, you represent and warrant that you meet this age requirement.

2. User Responsibilities and Conduct

2.1 Account Responsibility

When you create an account with wizeMails, you are responsible for maintaining the security of your account and its content. This includes keeping your password confidential and not sharing your account details with others. You are also responsible for all activities that occur under your account.

2.2 Acceptable Use

You agree to use the Service only for lawful purposes and in a way that does not infringe the rights of, restrict, or inhibit anyone else's use and enjoyment of the Service. Prohibited activities include but are not limited to sending spam, engaging in illegal or fraudulent activities, spreading malware or viruses, and infringing intellectual property rights of others.

2.3 Content Standards

You are responsible for ensuring that the content you create, share, or distribute through our Service complies with all applicable laws and does not infringe upon the rights of others. This includes adhering to copyright, privacy, and defamation laws.

2.4 Reporting Misuse

If you become aware of any misuse of our services by other users, we encourage you to report this to us immediately.

2.5 Compliance with Laws

You must use the Service in compliance with all applicable local, state, national, and international laws and regulations. This includes regulations pertaining to email marketing, such as the CAN-SPAM Act.

3. Intellectual Property Rights

3.1 Ownership of Content

You retain all rights to the content you create and distribute through wizeMails, except for the material for which you do not own the intellectual property rights. However, by using our Service, you grant wizeMails a worldwide, non-exclusive, royalty-free license to use, reproduce, adapt, and display this content as necessary to provide and improve the Service.

3.2 Respect for Intellectual Property

You agree not to post, upload, or transmit any content that infringes upon someone else's intellectual property rights. If you are found to be in violation, we may terminate your account and take legal action to protect our interests.

3.3 Copyright Infringement Claims

If you believe that your copyright has been infringed by someone using our Service, please inform us immediately, providing a detailed description of the alleged infringement.

3.4 Use of wizeMails Trademarks

The wizeMails name, logo, and other wizeMails trademarks, service marks, graphics, and logos used in connection with our Service are trademarks or registered trademarks of wizeMails. You are granted no right or license with respect to these trademarks.

4. Privacy and Data Protection

4.1 Commitment to Privacy

wizeMails is committed to protecting the privacy and security of your personal information. Our use of your personal information is governed by our Privacy Policy, which is available on our website.

4.2 Data Collection and Use

We collect and use your data in accordance with our Privacy Policy. This includes data required to provide and improve our services, such as account registration information, email content, and user behavior data.

4.3 Data Protection Compliance

wizeMails complies with applicable data protection laws, including the General Data Protection Regulation (GDPR) for our users in the European Union. We implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk.

4.4 User Access and Control

You have the right to access, correct, delete, or transfer your personal data. You can manage your data through your account settings or by contacting us directly.

4.5 Data Breach Response

In the unlikely event of a data breach, wizeMails will promptly notify affected users and take immediate steps to minimize harm and secure user data.

5. Terms Modification and Termination

5.1 Modifications to Terms

wizeMails reserves the right to modify or replace these Terms at any time. We will make reasonable efforts to notify users of any significant changes, such as through email notification or posting on our website. Continued use of the Service after changes to the Terms constitutes acceptance of the new terms.

5.2 Termination by wizeMails

wizeMails may terminate or suspend your access to the Service immediately, without prior notice or liability, if you breach these Terms. Upon termination, your right to use the Service will cease immediately.

5.3 Termination by User

You may terminate your agreement to these Terms at any time by ceasing to use the Service and, if applicable, deleting your account.

5.4 Effect of Termination

Upon termination, all provisions of these Terms which by their nature should survive termination will remain in effect, including ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

6. Limitations of Liability and Disclaimers

6.1 Disclaimer of Warranties

wizeMails provides the Service "as is" and "as available" without any warranties of any kind, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement. We make no warranties or representations about the accuracy or completeness of the Service's content or the content of any websites or mobile applications linked to the Service.

6.2 Limitation of Liability

wizeMails, its affiliates, and its licensors will not be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from your use of the Service or any conduct or content of any third party on the Service.

6.3 Jurisdictional Limitations

The above disclaimers and limitations of liability may not apply to you if prohibited by law. For example, some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages.

6.4 Indemnification

You agree to indemnify and hold harmless wizeMails, its officers, directors, employees, and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with your access to or use of the Service or your violation of these Terms.

7. Governing Law and Dispute Resolution

7.1 Governing Law

These Terms will be governed by and construed in accordance with the laws of the jurisdiction in which wizeMails is headquartered, without regard to its conflict of law provisions. For users in the European Union, you additionally possess the protection provided by obligatory provisions of the law in your country of residence.

7.2 Arbitration Agreement

Any disputes arising from these Terms or your use of the Service will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify.

7.3 Severability

If any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

7.4 No Waiver

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and wizeMails' failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

7.5 Entire Agreement

These Terms constitute the entire agreement between you and wizeMails regarding the use of the Service, superseding any prior agreements between you and wizeMails regarding the Service.

8. Additional Provisions

8.1 Corrections

There may be information on the Services that contains typographical errors, inaccuracies, or omissions. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update information at any time, without prior notice.

8.2 Electronic Communications, Transactions, and Signatures

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications and agree that all agreements, notices, disclosures, and other communications provided electronically satisfy legal requirements that such communications be in writing. You agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the Services.

8.3 California Users and Residents

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs.

8.4 Miscellaneous

These Legal Terms and any policies or operating rules posted by us on the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all

defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

9. Email Sending Practices and Compliance

9.1 Email Content and Volume

When using wizeMails for email marketing, you must adhere to specific content standards and volume limitations. This includes avoiding the sending of spam or unsolicited messages, and ensuring that your email campaigns do not engage in illegal or fraudulent activities. You are responsible for the content of your emails and must comply with all applicable laws and regulations regarding email marketing.

9.2 Recipient Consent and Opt-Out Options

In compliance with GDPR and the CAN-SPAM Act, you must obtain explicit consent from recipients before sending them marketing emails. It is essential to provide a clear and easy way for recipients to unsubscribe or opt-out of future emails. Continuing to send emails to individuals who have opted out or unsubscribed is not permitted under these regulations.

9.3 Misleading Headers or Subject Lines

Using deceptive subject lines or header information to mislead recipients about the content or origin of the message is prohibited under laws such as the CAN-SPAM Act. Emails must clearly and conspicuously identify if they are advertisements or promotional in nature.

9.4 Data Harvesting and Protection

Collecting email addresses without consent through methods like scraping websites is against GDPR principles. You are also required to implement adequate security measures to protect the data you collect, such as email addresses and personal information, to comply with GDPR and other data protection laws.

9.5 Sensitive Personal Data

Handling sensitive personal data, like health information, without explicit consent or a legal basis is prohibited under GDPR. You must respect the rights of data subjects under GDPR, such as requests for access to data, rectification, or erasure.

9.6 Targeting Minors

Sending marketing emails to minors, particularly under the age of 16, without obtaining parental consent is required under GDPR and similar laws. This must be particularly observed when targeting audiences in regions with stringent data protection laws.

10. Enhanced Email Compliance and User Obligations

10.1 Email Authentication and Identification

Users must employ proper email authentication methods such as SPF (Sender Policy Framework), DKIM (DomainKeys Identified Mail), and DMARC (Domain-based Message Authentication, Reporting & Conformance) to ensure the authenticity of their email campaigns. This is crucial to prevent phishing and email spoofing.

10.2 Content Accuracy and Lawful Use

All content distributed through wizeMails must be accurate, lawful, and not misleading. Users must refrain from sending content that promotes illegal activities, hate speech, or any form of discrimination. Any content that could be considered libelous or defamatory is strictly prohibited.

10.3 Volume and Sending Behavior

wizeMails may impose limits on the volume of emails sent by a user to prevent abuse of the service. High-volume sending must be conducted responsibly and in accordance with internet service provider (ISP) guidelines and anti-spam best practices. Any attempt to circumvent these limits or engage in behavior that could harm the deliverability of other users' emails is prohibited.

10.4 List Hygiene and Management

Users are responsible for maintaining the hygiene of their email lists. This includes regularly removing invalid or unengaged email addresses and ensuring that their email lists are acquired through legitimate means. The use of purchased or rented email lists is strictly forbidden.

10.5 Compliance with International Laws

In addition to GDPR and the CAN-SPAM Act, users must comply with all applicable international and national laws governing email communication, including but not limited to CASL (Canada's Anti-Spam Legislation) and laws specific to the countries of their recipients.

10.6 Monitoring and Enforcement

wizeMails reserves the right to monitor user activities for compliance with these provisions. We may take appropriate action, including suspension or termination of service, against users who violate these email-related obligations.

11. Adherence to Best Practices and Email Deliverability Guidelines

11.1 Commitment to Best Practices

Users are encouraged to follow the best practices in email marketing to achieve optimal deliverability and engagement. This includes crafting relevant and engaging content, segmenting audiences for targeted campaigns, and optimizing email send times for maximum open rates.

11.2 Managing Email Reputation

Maintaining a good sender reputation is crucial for successful email deliverability. Users should monitor their email bounce rates, complaint rates, and engagement metrics. Practices such as warming up new sending domains/IPs and adhering to a consistent sending volume help in maintaining a positive reputation.

11.3 Avoidance of Spam Triggers

Users must be mindful of elements in their emails that can trigger spam filters. This includes avoiding the use of excessive capitalization, multiple exclamation marks, spammy words, and large images relative to text content. Regular testing and adjusting of email content can help in avoiding spam folders.

11.4 Regular List Cleaning

It's essential to perform regular list cleaning to remove unengaged subscribers and invalid email addresses. This not only improves deliverability but also provides more accurate metrics for evaluating the performance of email campaigns.

11.5 Engagement and Feedback Loops

Establishing feedback loops with ISPs and utilizing tools like engagement tracking can provide valuable insights into how recipients interact with emails. Responding to these signals by adjusting strategies accordingly is key to improving email deliverability and maintaining a healthy sender reputation.

11.6 Continuous Learning and Adaptation

The landscape of email marketing is constantly evolving. Users are encouraged to stay informed about the latest trends, technologies, and regulatory changes in email marketing. This proactive approach ensures ongoing compliance and optimization of email campaigns.

12. Service Availability and Uptime Guarantees

12.1 Service Availability

wizeMails strives to ensure maximum availability and reliability of its services. While we aim for the highest uptime possible, maintenance, updates, and unforeseen circumstances may occasionally result in service interruptions.

12.2 Uptime Commitment

We commit to maintaining a high level of service availability, with targeted uptime percentages as detailed in our Service Level Agreements (SLAs).

12.3 Compensation for Downtime

In the event of significant downtime that falls below our promised service levels, we will provide appropriate compensation or service credits as outlined in our SLAs.

13. Technical Support and Customer Service

13.1 Support Availability

wizeMails offers technical support and customer service assistance during specified hours/days, with details available on our website or through user dashboards.

13.2 Response Times

We commit to responding to support queries within a specified timeframe, ensuring timely assistance for issues or questions our users may face.

13.3 Support Channels

Users can access support through various channels, including email, live chat, and phone, offering flexible options for assistance.

14. Integration with Third-Party Services

14.1 Use of Integrations

wizeMails may offer integrations with third-party services or platforms. Users are responsible for adhering to the terms and conditions of these third-party services when utilizing these integrations.

14.2 Limitations and Responsibilities

While we strive to ensure seamless integration, wizeMails is not responsible for any disruptions or issues arising directly from third-party services.

15. Data Backup and Recovery

15.1 Data Backup

wizeMails regularly backs up user data to prevent data loss. However, users are encouraged to maintain their own backups as an additional safety measure.

15.2 Data Recovery

In case of data loss, wizeMails will endeavor to restore data from the most recent backup, but we cannot guarantee complete data recovery in every circumstance.

16. Updates and Maintenance

16.1 Regular Updates

wizeMails regularly updates its services for improvements, security, and new features. Users will be notified of significant updates.

16.2 Scheduled Maintenance

Maintenance windows are scheduled during off-peak hours and communicated in advance to minimize user impact.

17. Community Standards and User Interaction

17.1 User Conduct

Users engaging in any community forums or collaborative features must adhere to community standards, promoting respect, and constructive interactions.

18. Feedback and Suggestions

18.1 Encouraging User Feedback

wizeMails values user feedback and suggestions for service improvement and may periodically solicit such feedback through surveys or communication channels.

19. Compliance with Specific Industry Regulations

19.1 Industry-Specific Compliance

If wizeMails is used in regulated industries, users must ensure their use of the service complies with industry-specific regulations and standards.

20. Contact Us

For any further information or to resolve a complaint regarding the Services, please contact us at the provided addresses.