

TERMS OF USE

Effective Date: July 20, 2017

The application ReMail (the "App") and contents therein are provided by getremail.com, as a service to its customers.

INTRODUCTION

This App is a solution for users to handle their gmail accounts using simple phones. Users can sign up with us and authorize ReMail to have access to their emails using gmail Apis.

1. YOUR ACCEPTANCE

Please read these Terms of Use (the "Terms") carefully because this document is legally binding on you even if you are just browsing ReMail (the "App") without intent to register, use our services, or contact other users or us. Our Privacy Policy [<https://getremail.com/legal/privacy.pdf>] also governs your use of the App. If you do not want to accept and agree to these Terms or the Privacy Policy, you must exit the App. Note that we may revise these Terms every once in a while whenever we feel it is appropriate, without notifying you. If you continue visiting our App after we have published the revised Terms on this page, this constitutes your acceptance of the changes. So, please check this page periodically to take notice of any changes we made. If you do not agree with any changes, you must exit the App.

2. REGISTRATION

In order to access some features of the App, you will have to create an account. You must submit a valid email address; and Phone number during the registration process.

By electing to use these services; (a) you warrant that all information you submit while registering is current, true and accurate; (b) you agree to update this information; (c) You will not create more than one personal profile; (d) If we disable your account, you will not create another one without our permission; (e) You agree not to use the Services for any unlawful purpose.

You agree to notify ReMail immediately if you suspect any unauthorized use of your account. You are solely responsible for any and all use of your account by any third party.

You agree that you are aware about the charges for using this service through mobile internet gateway and will not raise any dispute in this regard with ReMail

3. FEE AND PAYMENT

4. You agree to pay prescribed fee for the services using the payment mode, as indicated in the website. Please note that the fee is subject to change at any time as decided by ReMail.VENUE

- a) *Neutral Venue.* ReMail is an application that allows end users to handle their Gmail accounts, and other accounts, using phones by signing up for the App, then giving us authorization to access user's emails using Google API's. OUR APP IS A NEUTRAL VENUE. WE DISCLAIM ALL LIABILITY ARISING OUT OF OR RELATED TO USER'S EMAIL CONTENT, INTERACTIONS AND TRANSACTIONS. All content remains the sole responsibility of its provider; we are not liable for any content available through our App.
- b) *Third Party Services.* The App may contain links to, or incorporate services of, third party platforms that are not owned or controlled by us. We assume no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, the App will not and cannot censor or edit the content of any third-party website. You acknowledge that we will not be liable for any and all claims, demands and damages of any kind and nature arising out of or in any way connected from any and all potential liabilities arising from your use of any third-party website. We cannot guarantee the availability or performance of any third party services used to support the App. Such third party services may change their operations without notice to us. Therefore, we shall not be liable for any outages, version changes, delivery delays, failures, bugs, or termination of third party network service. Third party networks have their own terms of use, and you must comply with any Terms and Conditions provided by any third party network.

5. **INTELLECTUAL PROPERTY**

- a) *Our IP.* All App contents, registered and unregistered trademarks, designs, information and images (the "Intellectual Property") belong to us and our content suppliers. The Intellectual Property is protected by U.S. and international trademark, copyright, privacy, and other intellectual property laws. You obtain no interest in that Intellectual Property, provided, however, that you may download and view or print a copy of materials on this App for personal use as long as you do not modify any content (including any copyright notice) in any way. All rights not expressly granted under these Terms are reserved by us. Unless expressly stated otherwise, you shall not copy, reproduce or replicate any Intellectual Property. We have the right but not the obligation to monitor and edit or remove any content submitted by users. We take no responsibility and assume no liability for any content posted by users or any third party.
- b) *License to Your Content.* By transmitting or uploading any content to our App, you grant us a perpetual, unlimited, irrevocable, royalty-free, worldwide license to use, reproduce, adapt, display, perform, modify, transmit, translate, distribute, and create derivative works of your content; to make, have made, sell or otherwise distribute any of your submitted content. You further represent and warrant that you have the right, title, and/or authority to grant such license to us.
- c) *Copyright Infringement Claims.* Unauthorized copying, distribution, modification, public display, or public performance of copyrighted works is an infringement of the copyright holder's rights. You agree that you will not use our App to infringe anyone's intellectual property rights. We will investigate copyright infringement claims if they are reported to us to support@getremail.com

6. **YOUR OBLIGATIONS**

By using this App, you represent, warrant and agree that:

- a) You will not create duplicate accounts and you will not share your account with anyone. You are solely responsible for all activity that occurs under your account.
- b) You will not receive any refunds because we offer a free trial during which you can evaluate whether the App is right for you.
- c) Our App may contain typographical errors or other inaccuracies.
- d) We may reject or erase or edit any content submitted for any reason without prior notice to you, within our sole reasonable discretion.
- e) You will only submit true, complete and not misleading information to the App. All content you submit to our App is free of third party intellectual property claims and contains no vulgar, profane, defamatory, abusive, racist or hateful language or expressions.
- f) Our App content may not be copied for republication, either online or on paper, without our prior express written permission. However, you can share App content on your social media accounts.
- g) You will not submit unsolicited bulk or commercial messages ("spam") to our App, other users or anyone else. Any unsolicited message must also not direct the recipient to any third party App or other resource.
- h) You will not access our App in order to gain a competitive advantage.
- i) You will only use the App for legal purposes and you will remain responsible for complying with all laws and regulations applicable to your use of the App.
- j) We have the right to refuse access, service or disable your account on our App at any time for any reason or no reason without notice, explanation or liability of any kind.
- k) You may not use any web spiders, bots, indexers, robots, crawlers, harvesters, or any other automatic process to access, acquire, copy or monitor any portion of the App or any content, or in any way reproduce or circumvent the navigational structure or presentation of the App or any content.
- l) You will not interfere with the proper working of the App. You will not impersonate any other person or entity, submit any false, defamatory, offensive, harassing material, or any material that violates another party's rights of privacy and publicity.

7. REMEDIES FOR BREACH OF THESE TERMS

- a) We may take any action that we deem necessary or appropriate if we believe that any user violates the Terms of Use, infringes any intellectual property right, privacy right or confidentiality principles, threatens anybody's personal safety or uses offensive language. We may: (i) disclose user's identity to law enforcement agencies, to any third party claiming violation of their intellectual property or privacy right, (ii) block user's IP address, notify user's Internet Service Provider, (iii) suspend or terminate any account on our App (iv) moderate any content submitted to us, (v) take any other action provided for in these Terms of Use or available under equity or law.

- b) Since we cannot ensure that all material submitted to us is accurate and free of third party claims, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party.

8. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

- a) USE OF THIS SERVICE AND ITS CONTENTS IS AT YOUR OWN RISK. THIS APP AND ALL OF ITS CONTENT ARE PROVIDED "AS IS". YOU MUST NOT RELY ON ANY CONTENT PUBLISHED ON OR LINKED TO THIS APP WITHOUT FIRST MAKING YOUR OWN ENQUIRIES TO VERIFY IT IS ACCURATE, CURRENT AND COMPLETE. WE DO NOT MAKE, AND EXPRESSLY DISCLAIM, ANY REPRESENTATIONS, WARRANTIES, COVENANTS AND CONDITIONS, EXPRESS OR IMPLIED, ARISING OUT OF OPERATION OF LAW, COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SAFETY, QUALITY, FREEDOM FROM DEFECTS OR THAT DEFECTS WILL BE CORRECTED, UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE USE OF THIS APP; OR ACCURACY, CURRENCY, RELIABILITY, COMPLETENESS OR APPROPRIATENESS RELATING TO THE CONTENT OF THIS APP.
- b) WE SHALL NOT BE LIABLE TO YOU FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND PROPERTY DAMAGE, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO CLAIM, SUIT OR ACTION MAY BE BROUGHT AGAINST US AFTER SIX MONTHS FROM THE UNDERLYING CAUSE OF ACTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION, OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. INDEMNIFICATION

You agree to defend, indemnify and hold harmless our company, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the App; (ii) your violation of any provision of these Terms; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your user submissions caused damage to a third party.

10. GOVERNING LAW & ARBITRATION

These Terms and any action related thereto will be governed by the laws of New York State, without regard to its conflict of laws provisions that would result in application of any other law. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration

Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in New York City, NY. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

11. TERMINATION

You agree that we may terminate your right to use our Services if the information that you provided initially to register for our Services or subsequently modified, contains false or misleading information, or conceals or omits any information we would likely consider material.

Any attempt to undermine or cause harm to our server or our customers, is strictly prohibited and will be subject to automatic account termination. This includes Spamming, transmission of - malware, viruses, trojan horses; or by linking to sites and files that contain or distribute malware, viruses and trojan horses.

We may terminate user's account and forfeit any fee at any time without prior notice, if you are in breach of the terms of this Agreement. We will be the sole arbiter as to what constitutes a violation of the Agreement.

12. GENERAL

- a) *Electronic Communications.* You agree that all notices or other communications regarding your account and/or your use of the App ("Communications"), may be provided to you electronically and you agree to receive all Communications from us in electronic form. You may print a copy of any Communications and retain it for your records. All electronic Communications will be considered just as legally binding as if they were in paper form. You may revoke your consent to receive Communications electronically, but if you revoke your consent to receive Communications electronically, we reserve the right to terminate your right to use our App.
- b) *Hyperlinks.* You may link to our App, as long as this is done in a fair way that does not negatively affect our reputation or business and does not suggest any form of association where there is none. We reserve the right to request that you withdraw any link and you agree to cooperate with us in causing any unauthorized framing or linking to terminate immediately.
- c) *Assignment.* We may transfer, assign or subcontract the rights, interests or obligations under these Terms, at our sole discretion, without obtaining your consent.
- d) *Severability.* Should any part of these Terms of Use be rendered or declared invalid by an appropriate authority, such invalidation of such part or portion of these Terms of Use should not invalidate the remaining portions thereof, and they shall remain in full force and effect.
- e) *No Waiver.* Enforcement of these Terms of Use is solely in our discretion, and failure to enforce the Terms of Use in some instances does not constitute a waiver of our right to enforce them in other instances.

- f) *Prevailing Language*. In the event of any discrepancy between the English original version of these Terms and any foreign language translation, the English version prevails.

13. CONTACT US

Please submit your inquiries to support@getremail.com