# Legal Terms of Service

Date of Last Revision: June 13th, 2019

Please Read Carefully Before Using This Website: The following terms of service (“Terms of Service”) govern your use of the Reply From Website (the “Site”) and the Reply From application (“App”, “Service”), both of which are operated by Reply From (“we”, “us”). By using the Site and/or the App, you irrevocably agree that such use is subject to these Terms of Service. If you do not agree to these Terms of Service, you may not use the Site or the App. If you are entering into these Terms of Service on behalf of an entity, you are binding such entity to these Terms of Service, you represent that you have the actual authority to bind such entity to these Terms of Service, and references to “you” mean such entity.

Reply From expressly reserves the right to modify the Terms of Service at any time in its sole discretion by including such alteration and/or modification in these Terms of Service, along with a notice of the effective date of such modified Terms of Service. If a revision meaningfully reduces your rights, we will use reasonable efforts to notify you (by, for example, sending an email to the billing contact. To the extent you have purchased a subscription to the App, the modified terms will be effective as to such subscription Service upon your next subscription renewal. In this case, if you object to the updated terms, as your exclusive remedy, you may choose not to renew. In all other cases, any continued use by you of the Site or the App after the posting of such modified Terms of Service shall be deemed to indicate your irrevocable agreement to such modified Terms of Service. Accordingly, if at any time you do not agree to be subject to any modified Terms of Service, you may no longer use the Site or App.

### Fees

Some features of the Service may only be accessed and used upon the payment of applicable fees (“Fees”). Fees may vary depending on our current pricing policy. If you do not initially register for a version of the Service that requires the payment of a subscription fee, you will nonetheless be permitted to use all of the features of the Service for a period of fourteen (14) days (“Free Trial Period”). NOTWITHSTANDING ANYTHING CONTAINED HEREIN, ANY SERVICE PROVIDED DURING THE FREE TRIAL PERIOD IS PROVIDED “AS-IS” WITHOUT ANY REPRESENTATIONS, WARRANTIES OR INDEMNITIES. Upon the expiration of the Free Trial Period, you will not be able to access and use the Service, unless you subsequently upgrade to a paid version of the Service. All Fees are exclusive of all taxes imposed by taxing authorities, and you shall be responsible for payment of all such taxes.

### Refunds, Upgrading and Downgrading

Refunds are processed on a case-by-case basis. Any upgrade in your Service (for example if you increase the number of licenses for your subscription) will result in the new Fees being charged on a pro rata basis.

#### Cancellation and Termination by You

You are solely responsible for properly cancelling your Subscription. You can cancel your Subscription at any time by uninstalling our App from your Zendesk Instance. If you cancel your Subscription before the end of your current paid up month or year, your cancellation will take effect immediately, and you will not be charged again. Please note that we do not provide refunds for unused time in the last billing cycle.

#### Termination and Suspension by Reply From

Reply From may terminate your Subscription and/or these Terms of Service at any time and for any reason upon notice to you. We may also suspend our Service to you at any time, with or without cause. If we terminate your Subscription without cause, we will refund a prorated portion of your monthly or yearly prepayment. We will not refund or reimburse you if we terminate your Subscription for cause, including (without limitation) for a violation of these Terms of Service.

#### Effect of Termination

Once your Subscription is terminated, we may permanently delete your data and settings for our App. All sections of this Agreement which by their nature should survive termination will survive, including without limitation, accrued rights to payment, use restrictions and indemnity obligations, confidentiality obligations, warranty disclaimers, and limitations of liability.

#### Prohibited Conduct

You agree not to use the Site or the Service for: (i) posting any (1) information which is incomplete, false, inaccurate or not your own, (2) trade secrets or material that is copyrighted or otherwise owned by a third party unless you have a valid license from the owner which permits you to post it, (3) material that infringes on any other intellectual property, privacy or publicity right of another, (4) advertisement, promotional materials or solicitation related to any product or service that is competitive with Reply From products or services or (5) software or programs which contain any harmful code, including, but not limited to, viruses, worms, time bombs or Trojan horses; (ii) impersonating another person; (iii) engaging in or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any city, state, national or international law or regulation, or which fails to comply with accepted Internet protocol. In addition, you agree not to violate or attempt to violate the security of the Site, the Service or Reply From’s system or network security, including, without limitation, the following: (w) accessing data not intended for users of the Site or the Service, or gaining unauthorized access to an account, server or any other computer system; (x) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; (y) attempting to interfere with the function of the Site, the Service, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, “flooding”, “mailbombing”, “crashing”, or sending unsolicited e-mail, including promotions and/or advertising of products or services; or (z) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting or (6) transmitting, importing, uploading, or incorporating any financial or medical information of any nature, or any sensitive personal information (e.g., Social Security numbers, driver’s license numbers, birth dates, personal bank account numbers, passport or visa numbers, credit card numbers, passwords and security credentials). Violations of the Site’s, the Service’s or Reply From’s system or network security may result in civil or criminal liability.

In addition, you agree not to, directly or indirectly: (A) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Service or any software, documentation or data related to or provided with the Service (“Software”); (B) modify, translate, or create derivative works based on the Service or Software; or copy (except for archival purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service or Software; (C) use or access the Service to build or support, and/or assist a third party in building or supporting, products or services competitive to Reply From; (D) remove any proprietary notices or labels from the Service or Software; or (E) otherwise use the Service or Software outside of the scope of the rights expressly granted herein. You agree to use the Service and Software only for your own internal business operations, and not to transfer, distribute, sell, republish, resell, lease, sublease, license, sub-license or assign the Service or use the Service for the operation of a service bureau or timesharing service.

#### Your Data

You will retain ownership of any data, information or material originated by you that you transmit through the Service ("User Content"). You shall be solely responsible for the accuracy, quality, content and legality of User Content, the means by which User Content is acquired and the transmission of User Content outside of the Service. You represent and warrant that you have all rights necessary to transmit User Content through the Service and to otherwise have User Content used as part of the Service or as otherwise contemplated herein.

 Suggestions: You hereby grant to Reply From a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Site, the Service and/or other Reply From offerings any suggestions, enhancement requests, recommendations or other feedback provided by you to Reply From that is related to the Site and/or the Service.

Aggregated and/or Anonymized Data: Notwithstanding anything to the contrary set forth herein or otherwise, Reply From will have the right to collect and analyze data and other information relating to the provision, use or performance of the Site and/or Service and related systems and technologies (including information concerning User Data and data derived therefrom), and to aggregate and/or anonymize all such data and information. Reply From will be free at any time to use such information and data to improve and enhance Reply From’s offerings.

Your Indemnification Obligations: You hereby irrevocably agree to indemnify, defend and hold Reply From, its affiliates, directors, officers, employees and agents harmless from and against any and all loss, costs, damages, liabilities and expenses (including attorneys’ fees) arising out of or related to (i) any third party claim resulting from a breach by you of any of your covenants, representations or warranties contained in these Terms of Use and/or (ii) your use of the Site and/or the Service.

Reply From’s Indemnification Obligations: If you are a paying subscriber to the Service, Reply From will defend you against any third party claim brought against you alleging that the use of such paid Service as permitted hereunder infringes the intellectual property rights of a third party, and Reply From shall pay all costs and damages finally awarded against you by a court of competent jurisdiction as a result of any such claim; provided that you (a) promptly give written notice thereof to Reply From; (b) give Reply From sole control of the defense and settlement of the claim; and (c) provide to Reply From all reasonable assistance. The foregoing shall not apply to any claim based upon or arising from (i) any use of the Service outside the scope of these Terms of Service, (ii) User Content, or (iii) a combination of the Service with any content or other technology not provided by Reply From.

### Linked Websites and Services

The Site and Service contain integrations with third party websites and services (e.g., Firebase), and you agree that Reply From provides integrations with such websites and services solely as a convenience and has no responsibility for the content or availability of such websites or services, and that Reply From does not endorse such websites or services (or any products or other services associated therewith). Your use of such websites and services will be subject to the terms applicable to each such website and service.

### Service Warranty

If you are a paying subscriber to the Service, Reply From warrants to you that it will provide the Service substantially in accordance with its documentation under normal use. In the event of any breach of such warranty, your exclusive remedy will be Reply From’s re-performance of the deficient Service or, if Reply From cannot re-perform such deficient Service as warranted, you may terminate your User Account as set forth above and Reply From will refund a prorated portion of your monthly or yearly prepayment. You must notify Reply From in writing of any warranty deficiency within 10 days from receipt of the deficient Service in order to receive the foregoing warranty remedy.

### LIMITATION OF LIABILITY

#### Warranty Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IMMEDIATELY ABOVE, THE SITE, SITE CONTENT AND SERVICE ARE PROVIDED STRICTLY ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND REPLY FROM MAKES NO WARRANTY THAT THE SITE, SERVICE OR SITE CONENT ARE COMPLETE, SUITABLE FOR YOUR PURPOSE, OR ACCURATE, AND ON BEHALF OF ITSELF AND ITS LICENSORS, REPLY FROM HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED, STATUTORY OR OTHER WARRANTIES WITH RESPECT TO THE SITE, SITE CONTENT AND SERVICE, OR THE AVAILABILITY OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFIRNGEMENT. THE ENTIRE RISK AS TO RESULTS OBTAINED THROUGH USE OF THE SITE, SERVICE AND/OR THE SITE CONTENT RESTS WITH YOU AND REPLY FROM MAKES NO REPRESENTATION OR WARRANTY THAT THE AVAILABILITY OF THE SITE AND OR THE SERVICE WILL BE UNINTERRUPTED, OR THAT THE SITE, SERVICE AND/OR THE SITE CONTENT WILL BE ERROR FREE OR THAT ALL ERRORS WILL BE CORRECTED.

#### Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT REPLY FROM SHALL NOT BE LIABILE TO YOU FOR ANY (A) INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR STATUTORY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, LOSS OR PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL OR FOR ANY COST OF COVER OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES), EVEN IF REPLY FROM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE LEGAL THEORY UNDER WHICH DAMAGES ARE SOUGHT, WHETHER IN BREACH OF CONTRACT OR IN TORT, INCLUDING NEGLIGENCE OR (B) AMOUNTS IN THE AGGREGATE THAT EXCEED THE FEES PAID BY YOU TO REPLY FROM HEREUNDER IN THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM AROSE.

### Privacy Policy

You acknowledge that you have read, understand and agree to Reply From’s Privacy Policy located at <http://www.replyfrom.it/privacy-policy.html>, which is hereby incorporated into and made a part of these Terms of Service by this reference.

### Location of the Site and your Use

Reply From operates or controls the operation of this Site and the Service from offices in Malta. In addition, the Site and the Service may be mirrored, and other websites operated or controlled by Reply From may be located, at various locations in and outside of Malta. You acknowledge that you are solely responsible for any decision by you to use of this Site and/or the Service from other locations, and that such use may be subject to, and that you are responsible for, compliance with applicable local laws.

### Notices

Reply From may give notice applicable to Reply From’s general Service customer base by means of a general notice on the Service portal, and notices specific to you by electronic mail to your e-mail address on record in your User Account. If you have a dispute with Reply From, wish to provide a notice under these Terms of Service, or become subject to insolvency or other similar legal proceedings, you must promptly send written notice to us.

### General

These Terms of Service constitute the entire agreement and understanding between the parties concerning the subject matter hereof, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by you to place orders or otherwise effect transactions hereunder, which such terms are hereby rejected. Neither party may assign these Terms of Service without the prior written approval of the other, such approval not to be unreasonably withheld or delayed, provided that such approval shall not be required in connection with an assignment to an affiliate or to a successor to substantially all of such party’s assets or business related to these Terms of Service. These Terms of Service supersede all prior or contemporaneous discussions, proposals and agreements between you and Reply From relating to the subject matter hereof. No amendment, modification or waiver of any provision of these Terms of Service will be effective unless in writing and signed by an authorized representative of both parties. If any provision of these Terms of Service is held to be invalid or unenforceable, the remaining portions will remain in full force and effect and such provision will be enforced to the maximum extent possible so as to effect the intent of the parties and will be reformed to the extent necessary to make such provision valid and enforceable. No waiver of rights by either party may be implied from any actions or failures to enforce rights under these Terms of Service. These Terms of Service are intended to be and are solely for the benefit of Reply From and you and do not create any right in favor of any third party. These Terms of Service will be governed by and construed in accordance with the laws of Malta, without reference to its conflict of laws principles. The Uniform Computer Information Transactions Act will not apply to this Agreement. All disputes arising out of or relating to these Terms of Service will be submitted to the exclusive jurisdiction of a court of competent jurisdiction located in Malta, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue.