

# **Terms and Condition**

## **For IMAP, POP3, DSpam service's from**

### **Dial Media Group Ltd.**

#### ***The Service***

##### **General**

Dial Media Group will endeavour to provide the client with IMAP/POP3 and or DSPAM services as detailed with in the scope of these Terms and Conditions. This provisioning will be for not less than 3 full calendar months. A calendar month is deemed to start and end on the 1st of the month.

Dial Media group runs an acceptable usage policy on this service and therefore reserves the right to monitor the clients usage of this system and to take action if :

- More than 200 email addresses associated with a single domain
- The client exceeds more than 500Mb of storage
- The client receives emails totalling in excess of 5000 in any 24hrperiod
- The clients usage of the system is such that it interferes with smooth running of this or any other Dial Media group service
- The client is in arrears with payment

The client will be deemed in breech of contract if the acceptable usage policy is breeched.

##### **Email**

Dial Media Groups email services provide both POP3 and IMAP protocø's. We will store email to a limit of 500Mb for IMAP users above and beyond this limit the client will be contacted and may be liable to incur additional charges. POP3 account user's are responsible for removing mail from Dial Media Groups server's after the initial download.

##### **Anti-Spam**

Dial Media Group's D-Spam Spam Filter service endeavours to catch unsolicited email, but cannot always guaranteedetection and removal of spam. Mail originally from unknown senders of spam take a small amount of time to be detected and designated as

a recognized source of spam. Similarly constantly changing techniques spammers use to disguise spam can introduce a small detection delay.

Customers acknowledge that while every effort is made to ensure that the D-Spam Spam Filter service operates to maximum efficiency, it is possible that in certain circumstances the Filtering Software may inadvertently block an otherwise legitimate email.

Although the risks and circumstances of this occurring are considered minimal in terms of operational usage, in no circumstances can the Software nor the Provider be liable or responsible in any way for such loss incurred from such an incident.

## **Anti Virus**

Dial Media Groups D-Spam Virus Filter service endeavors to catch all email-sourced viruses, but cannot guarantee detection and removal of all viruses.

Dial Media Group still recommend that you have antivirus software installed on your computer for the purpose of detection, scanning and removal of known/unknown system viruses, either pre-existing on your computer, or introduced to your computer from a non-email source. Dial Media Group recommends that clients ensure that any antivirus software installed on the client's personal computers is regularly updated

There are circumstances where email viruses may escape the scanning and detection system. These include but are not limited to, new viruses where software manufacturers have not yet issued signatures, and encrypted emails, which by their nature are difficult to scan.

## **Exclusions**

Except for any implied condition, warranty or representation, the exclusion of which would contravene any statute or cause this clause to be void ("non-excludable condition") and as otherwise expressly stated in these Terms and Conditions, Dial Media Group Ltd shall not be liable for and makes no warranties or representations in relation to:

- backup and restoration of mailbox's
- the deletion of important messages from your mailbox
- any offensive content which is not filtered from your mailbox by the D-Spam system
- the continued availability of the D-Spam system,
- the accuracy, reliability, completeness or timeliness of the D-Spam system,

- any damage suffered as the result of a message which contains a virus being sent to your email account;
- any technical delays which are outside our control; and
- any other loss or damage resulting from the use of spam and virus filters
- the continuance, reliability, timeliness, error rate, or results that can be gained from use of the services and
- hereby excludes all warranties, conditions and terms implied by statute, general law, international convention or custom, including without limitation any and all implied warranties with respect to merchantability, fitness for purpose, title and non-infringement.

### ***Limitation of liability***

Except as provided by law, Dial Media Group Ltd will not be liable for any loss or damage suffered as a result of the use of the D-Spam system or for any loss as a result of messages being deleted from your email account, including without limitation as a result of your failure to check the trap file of messages trapped from your email account.

To the extent permitted by law:

- Dial Media Group Ltd's liability for breach of any non-excludable condition will be limited at our option to the supply of the services again or payment of the cost of supplying the services again;
- otherwise Dial Media Group Ltd's liability to you for any loss or damage at law, shall not exceed the total amount we actually received from you for the service which gave rise to the loss or damage;
- Dial Media Group Ltd will not be liable in any event for any consequential, indirect, incidental, special, punitive or exemplary damages, including without limitation any loss of profits or loss or corruption of data, damage to a computer system, loss of anticipated savings, loss of goodwill or economic loss, even if we have been advised of the possibility of such loss or damage.

You agree that our liability to each other at law will be reduced by the extent, if any, to which the other party contributed to the loss.

### ***Termination***

The Client may terminate the service by giving the other party one calendar months notification in writing, by email or fax, quoting their security passphrase.

The Supplier may terminate the service by giving the other party one calendar months notification in writing via letter, fax or email.

In the event of a breach of contract or non payment of any of the suppliers services, the supplier may suspend or terminate any or all services the client or their agents may have with Dial Media Group until such time as the account is settled or the breach is resolved.