This Agreement ("Agreement") contains the terms and conditions that apply to the use of the YourMailingListProvider service ("Service") offered by YMLP , Belgium, B-9000 Gent, Coupure 88, VAT BE 0872284673, support@ymlp.com ("YourMailingListProvider").
As used in this Agreement, "User" refers to the person who creates one or more accounts using the Service. The Service is offered to the User conditioned on the User's acceptance without modification of this Agreement. The use of the Service constitutes the User's acceptance to this Agreement. This Agreement is only available in the English language. YourMailingListProvider shall not make inaccessible or archive the version of the Agreement the User entered into.

1. SERVICES

1.1. Subject matter

When the User registers an account with YourMailingListProvider and has paid the price (Pro & Pro Plus Service), the User is granted access to use the Service for own business needs. The User shall use the Service in accordance with the modalities and restrictions applicable to the Service selected by the User. When the Service relates to email credits, unused email credits cannot be carried forward to the following month.
The User shall use the Service in compliance with the Anti-Spam Policy and with other policies, instructions or manuals of YourMailingListProvider.

1.2. Limitations on use

The User may not use YourMailingListProvider to:
• process personal data in violation of the General Data Protection Regulation 2016/679 ("GDPR"), of the local e-privacy laws and of any future local or EU laws on data protection or e-privacy, if and to the extent the User is subject to such laws;
• send unsolicited e-mail messages to anyone without their consent , including but not limited to sending e-mail messages to addresses from any purchased or harvested e-mail list;
• send e-mail messages that may harass, embarrass, defame, abuse, threaten, or otherwise violate the legal rights of any individual, group, or organization;
• send e-mail messages that contain or link to pornographic or sexually explicit content, racially or ethnically objectionable content, content that directly or indirectly promotes the use of any illegal substances, content that violates laws or regulations designed to protect minors, or other content deemed to be offensive or inappropriate by YourMailingListProvider;
• send e-mail that contains copyrighted material, including text, graphics (including trademarked material), software or other material protected by intellectual property law, for which the User does not have authorization to reproduce, publish, or otherwise distribute;
• send e-mail messages that contains a computer virus or other code or files that could damage, harm, or otherwise disrupt the operation of anyone else's computer or storage device, or violate the privacy or security of any individual, group, or organization;
• perform or promote illegal activities such as starting or forwarding chain letters, illegal contests or promotions, or any other activity that is illegal;
• impersonate, use the name of (without expressed permission), or misrepresent any individual, group, or organization;
• violate any applicable governmental laws or regulations or perform any activity that would cause YourMailingListProvider to violate any law, statute or regulation.

1.3. YourMailingListProvider attribution

YourMailingListProvider shall have the right to include a 1-line attribution message such as "Hosting by YourMailingListProvider" or a substantially similar message, at the bottom of each e-mail delivered by the Services. Such message shall include a link to a page within the website of YourMailingListProvider.

Users of the Pro & Pro Plus versions may request to remove these attribution messages. YourMailingListProvider will honour this request but may charge a fee higher than the regular prices listed on http://www.yourmailinglistprovider.com in return.

1.4. Unsubscribe links

Each newsletter sent through the Services must include unsubscribe information. By default, an unsubscribe link is added to the bottom of each newsletter sent through the Services. Users of the Pro & Pro Plus version may request to include their own unsubscribe link.

1.5. Unsubscribe requests

The User must honor in a timely manner all unsubscribe requests sent directly to him, regardless of how harsh or unpleasant the unsubscribe request may be.

1.6. Abuse by User

YourMailingListProvider, at its own discretion, may immediately suspend the User's access if YourMailingListProvider believes in its sole discretion that the User has violated any of the restrictions listed above, applicable laws, the Anti-Spam Policy or with other policies, instructions or manuals of YourMailingListProvider.

2. PRICES AND PAYMENT TERMS

2.1. Prices

The applicable price depends on the type of the Service and is determined at the time of the subscription to the Service. All published prices are subject to change without notice. The price paid by the User will not change until the succeeding renewal period, if the Service is not terminated.
The current prices can be found on : https://www.ymlp.com/pricing.html

2.2. Payment policy

The Services must be paid upfront at the beginning of each month.

2.3. Refunds

In case of termination of the account or of the Agreement (for whatsoever reason), or in case of non-use or partial use of the number of e-mails credits purchased, payments made to YourMailingListProvider are not refundable.

3. TERM AND TERMINATION

The Agreement is entered into for successive periods of two, three, six or twelve months, depending on the chosen plan. YourMailingListProvider may terminate this Agreement with effect at the expiry of the current contractual period without cause. The User may terminate this Agreement with direct effect and without cause. Termination by a User solely occurs by cancelling the User account via the "Cancel Account" function in YourMailingListProvider's web application. By cancelling the User account via the "Cancel Account" function, the Agreement will be immediately terminated and the User will permanently lose access to the account and all data it includes, which the User expressly agrees.

4. INTELLECTUAL PROPERTY

All content that YourMailingListProvider makes available to the User via the Service, including software, pictures, graphic elements, logos, documents, texts, slogans, user content, and other information ("Content"), as well as all related intellectual property rights (including copyrights, database rights and trademark rights) and other rights, are the exclusive property of YourMailingListProvider or his licensors.

The User is not allowed to copy, display, republish, translate, offer, transfer or distribute in any way, any part of the Content, expect as explicitly allowed in these conditions or otherwise explicitly permitted in writing by YourMailingListProvider or his licensor.

5. PRIVACY, YourMailingListProvider as controller

The User is a client of YourMailingListProvider, therefore YourMailingListProvider shall process, as a controller, the personal data of the User (contact data) for client administration (delivery of service, billing, direct marketing) ("User Contact Data") pursuant to the performance of the Agreement with the User. Based on his legitimate interest, YourMailingListProvider shall also process metadata regarding the use of the Service ("User Metadata") by the User for research and development and fraud/abuse detection purposes. YourMailingListProvider can transfer User Contact Data and User Metadata to processors. If and to the extent provided for and permitted by applicable laws, the User has the right to (i) access, modify, erase, restrict and port his personal data, and (ii) object against the use of his personal data for direct marketing purposes. The User can contact YourMailingListProvider at Belgium, B-8970 Poperinge, Ieperstraat 97-99 or at support@ymlp.com to exercise his statutory rights. The User is also entitled to file a complaint with the supervisory authority.

6. PRIVACY, YourMailingListProvider as processor

The use of the Service implies the transfer by the User to YourMailingListProvider of personal data (eg. e-mail address) of the User's customers and/or recipients ("User Customer Data"). The parties agree on the following regarding the processing of this personal data:

• YourMailingListProvider shall solely process User Customer Data as processor on behalf and upon the written instructions of the User in the framework of the performance of the Agreement, except otherwise stated.
• The User guarantees that it is entitled and authorised to process User Customer Data and to transfer it to YourMailingListProvider under applicable laws, including the General Data Protection Regulation 2016/679 ("GDPR"), the local e-privacy laws and any future local or EU laws on data protection or e-privacy, if and to the extent the User is subject to such laws.
• The User shall indemnify and hold YourMailingListProvider harmless if YourMailingListProvider is confronted with legal claims from data subjects or third parties regarding the fact that YourMailingListProvider is processing User Customer Data on behalf of the User.
• YourMailingListProvider undertakes to implement and comply with the appropriate technical and organisational security measures to ensure a level of security appropriate to the risks related accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or non-authorised access to User Customer Data. When determining the appropriate technical and organisational security measures, YourMailingListProvider shall take into account: (i) the state of the art, (ii) the implementation costs related to these measures, (iii) the nature, scope, context and purposes of processing, (iv) the risks involved for the Data Subjects' rights and freedoms, in particular in case of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or non-authorised access to User Customer Data transmitted, stored or otherwise processed, and (v) the probability that the processing shall have an impact on the rights and freedoms of data subjects.
• YourMailingListProvider will, when requested by the User, communicate to the User all the information required concerning the processing of User Customer Data and shall transfer to the User any data subject's request or question in connection with the (processing of) User Customer Data.
• YourMailingListProvider will not transfer User Customer Data to a country outside the European Economic Area (i.e. the European Union, Liechtenstein, Iceland and Norway) unless that transfer is necessary to comply with a binding EU or Belgian rule of law. In such case, YourMailingListProvider shall inform the User prior and in writing of the legal provision following which YourMailingListProvider is obliged to transfer the Personal Data, unless the applicable legislation prohibits this notification for important reasons of public interest.
• YourMailingListProvider can grant its employees access to the User Customer Data to the extent the employees need such access to the User Customer Data in order to allow a proper performance of YourMailingListProvider's obligations under the Agreement. YourMailingListProvider will inform the concerned employees in writing about the User Customer Data's confidential character along with the legal and contractual framework of the protection of personal data, and shall impose a contractual confidentiality obligation upon the concerned employees.
• The User hereby gives general authorisation to YourMailingListProvider to transfer User Customer Data to sub-processors. YourMailingListProvider will communicate the identity of the sub-processors to the User. In the event YourMailingListProvider grants sub-processors access to the User Customer Data, it undertakes that each sub-processor will be subject to contractual

obligations at least equivalent to the ones to which YourMailingListProvider is itself subject vis-à-vis the User under this Agreement.

• To the extent the User is subject to GDPR and taking into account the nature of processing, YourMailingListProvider shall assist the User by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the User's obligation to respond to requests for exercising the data subject's rights

• To the extent the User is subject to GDPR and taking into account the nature of processing and the information available to YourMailingListProvider, the YourMailingListProvider shall assist the User in ensuring compliance with the obligations pursuant to Articles 32 to 36 GDPR

• To the extent the User is subject to GDPR, YourMailingListProvider shall make available to the User all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR, and contribute to audits and inspections by the User or another auditor mandated by the User. The User can conduct such audit maximum once a year. User will inform YourMailingListProvider at least 15 working days in advance about the working day during which the audit will occur.

• Upon termination of this Agreement, all User Customer Data will be provided to the User, or YourMailingListProvider shall, at the User's discretion, destroy all Personal Data, unless the storage of the Personal Data is required on the basis of a rule under EU law or Belgian law. If the User does not indicate to receive the User Customer Data upon termination of the Agreement, the User acknowledges and agrees that YourMailingListProvider is held pursuant to GDPR to delete all User Customer Data.

• Notwithstanding the above, the User hereby authorizes YourMailingListProvider to use User Customer Data in an aggregate and non-identifiable format for research and development and fraud/abuse detection purposes.

7. DISCLAIMER OF WARRANTIES

7.1. Disclaimer of Warranty

The Services are provided "as is". To the maximum extent permitted by law, YourMailingListProvider disclaims all other warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantibility and fitness for a particular purpose. YourMailingListProvider does not warrant that the functions contained in YourMailingListProvider will meet any requirements or needs the User may have, or that YourMailingListProvider will operate error free, or in an uninterrupted fashion, or that any defects or errors in YourMailingListProvider will be corrected or that YourMailingListProvider is compatible with any particular platform.

7.2. Exclusion of Liability

In no event will YourMailingListProvider be liable to the User or any third party for any incidental or consequential damages (including, without limitation, indirect, special, punitive, or exemplary damages) arising out of or inability to use YourMailingListProvider, or for any claim by any other party, even if YourMailingListProvider has been advised of the possibility of such damages.

7.3. Indemnification

The User will indemnify, defend and hold harmless YourMailingListProvider against any claim, suit, action, or other proceeding brought against YourMailingListProvider based on or arising from a claim that any content or material the User distributed using YourMailingListProvider or any use of YourMailingListProvider by the User that violates the Terms of Service.

The User's indemnification obligations shall survive the terminination of this agreement.

7.4. Unauthorized access

YourMailingListProvider will in no event be liable for the unauthorized use or misuse of the User's username or password or for any unauthorized access.

7.5. Limitation of liability

To the maximum extent permitted by applicable law, the total aggregate liability of YourMailingListProvider will in any event not exceed the amounts paid by the User to YourMailingListProvider during a 12 months period preceding the first incident that gave rise to the damages. This cap applies regardless of the type of liability involved (contractual, extra-contractual, data protection, and even applies in the event of serious breach).

8. FORCE MAJEURE

If YourMailingListProvider is unable to fulfil any of its obligations towards the User due to force majeure, his obligations shall be suspended during the force majeure situation.

Events of force majeure are all circumstances external to YourMailingListProvider's will and control that render the respect of our obligations completely or partly impossible. Such events include amongst others strikes, fire, disruption of energy supplies, of telecommunication networks or of communication systems and viruses.

9. MODIFICATIONS

YourMailingListProvider reserves the right to modify any of the terms and conditions contained in this Agreement, at any time and in its sole discretion, by posting a change notice or a new Agreement on its Website located at http://www.yourmailinglistprovider.com. The User is responsible for regularly reviewing these terms and conditions. Continued use of the Services after any modification shall constitute the User's consent to such modification. YourMailingListProvider assumes no obligation to notify the User of any modification to the Agreement.

10. GENERAL PROVISIONS

If, irrespective of the reason, a provision in the Agreement is found invalid, void or unenforceable, then this declaration will not affect the validity of the other provisions. In such a case, the parties commit to replacing, by mutual agreement, the provision that is declared void, invalid or

enforceable by a new provision that embodies, as closely as possible, the purpose of the parties and the spirit of these conditions.

An omission or a negligence in enforcing a provision of these conditions does not imply a waiver of such provision.

11. APPLICABLE LAW

This Agreement shall be exclusively governed by the laws of Belgium, without the choice of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Any dispute under or relating to the subject matter of this Agreement shall be of the exclusive competence of the courts of Ypres, Belgium, without prejudice to the right for YourMailingListProvider to sue the User in the event of unpaid invoices or IP infringement before the court of the domicile of the User.