

Service Terms and Conditions

I. What is Seambox?

1. Seambox is a service that lets you Use your application in a model of Pay As You Go. The service is provided to you by Seamlink.

II. When your Agreement with us begins

2. Your Agreement with us runs from the date we accept your request to use Seambox, which is when you activate your Account.

III. Changes to your Agreement with us

3. We can change this Agreement (including our Charges) at any time by placing amended Terms & Conditions on www.seamlink.com or www.seambox.com. We will give you reasonable notice of any changes. We will notify you of material changes directly, for example by email. **If you do not agree with the changed Agreement, you may stop using Seambox. If you continue to use Seambox after the date on which the change comes into effect, your use of Seambox indicates you agree to the changed Agreement.**

IV. Ending your Agreement

4. You may end your Agreement with us by no longer using Seambox or by calling Customer Care and requesting a Cancellation. If you stop using Seambox or request a Cancellation any Credit on your Account will not be refunded and you may lose your Account name.
5. The end of this Agreement, for whatever reason, shall not affect either of our rights or liabilities.
6. We may end our Agreement with you at any time by giving you 30 days' notice. We may also end our Agreement with you immediately if: (a) you do not pay your Charges, (b) you break an important term of your Agreement with us (for example, you do not comply with paragraph 9), (c) you break any other term of your Agreement with us and do not put it right within 7 days of us asking you to, (d) we reasonably suspect fraud or money laundering by you or someone using your Account(s), (e) (if you register) you give us information about yourself which we reasonably believe to be false or misleading, (f) we are no longer able to provide Seambox to you despite trying to do so.

V. Suspending your use of Seambox

7. We may suspend Seambox immediately: (a) if we need to carry out repairs, maintenance or the introduction of new aspects to Seambox (and we will try to restore Seambox as soon as we can), (b) to protect you under paragraph 8, or (c) if any of the circumstances in paragraph 6 occurs.
8. Sometimes, it may appear to us that there is an unusual use of Seambox (for example, the volume or destination of emails increases significantly and we reasonably suspect

fraudulent use). If this does happen we may suspend your use of Seambox to prevent you from incurring excessive or unwanted Charges.

VI. Use of personal information

9. We and will use your details, the information relating to the provision of Seambox, and other information about you available to us including your name, address, your email and spend ("your information") to identify you, conduct research on your use of Seambox, to help us make informed business decisions, and inform you of Seamlink offers and services (if you would prefer us not to inform you of offers and services, please let us know by contacting Customer Support). If you change any of your details please let us know.
10. We may monitor and record calls made to or by Seamlink Customer Support for training purposes and to improve the services we offer you.
11. We will pass your information to any successors in title to our business and suppliers that process data on our behalf. In addition, information may be disclosed for the prevention and detection of crime. We may also use and disclose information in aggregate (so that no individual customer is identified) for marketing and strategic development purposes. We will not pass your information to anyone else.
12. You have the right to access personal information that is held about you. To obtain a copy of the personal information, please write to us at the following address: Seamlink – Seamless Enterprise Link, Lda, **IPN** Incubadora, Rua Pedro Nunes 3030 - 199 Coimbra, Portugal enclosing your name and postal details and a check for €10 made payable to "Seamlink, Lda".

VII. Seambox service

13. When we provide you with Seambox, we will use the reasonable skill and care of a competent service provider.
14. We shall not be responsible for any delay or failure to provide Seambox for reasons beyond our reasonable control.

VIII. Your use of Seambox

15. You must use Seambox in accordance with your Agreement with us and any other reasonable instructions we give you.
16. You may not, nor allow anyone else to, Use Seambox (whether to send or receive email, fax or SMS message, upload or download Content): (a) for any unlawful purpose, (b) in any way which is, or is intended to be, malicious, fraudulent or hoax, (c) to breach the rights of any third party (for example, copyright), or (d) in any way which may damage or affect the operation or quality of Seambox. If you do not comply with any provision of this paragraph, you will compensate us for all liabilities, claims, and damages, losses and costs (including legal costs) which we may suffer as a result. You must tell us immediately if anyone makes or threatens to make any claim against you because of your Use of Seambox.
17. You may retrieve and display Content on your website, print individual pages on paper (but not photocopy them) and store such pages in electronic form on your personal

computer (but not on any server or other storage device connected to a network) for your personal, non-commercial use. You may not (a) store, modify, transmit, distribute, broadcast or publish any Content unless permitted to do so, nor, (b) resell, copy or incorporate Content into any other work.

18. You also agree to comply with the terms and conditions and/or acceptable use policies of any third party Content providers. **Your dealings with, and interest in, promotions, services, or merchants found by using Seambox, unless explicitly stated by us, are solely between you and the person with whom you are dealing. We are not responsible for** any losses or damages that may arise from any such dealings. We do not accept responsibility for third party web sites nor are we liable for their Content. You are responsible for all information that you upload, email or otherwise transmit via Seambox.

IX. Charges

19. Prices are presented without VAT. VAT will be added to prices where applicable. Prices may be subject to change. For further details see the up to date Price List on our website.
20. It is up to you to decide how much Credit to load onto your Account. If your Account has no Credits you will still be able to use Seambox for as long as the subscription period lasts.

X. Our responsibilities to you

21. We do not exclude or restrict our liability for: (a) fraud, or (b) any of our liabilities that cannot by law be restricted.
22. We are responsible for direct losses you suffer as a result of us breaking this Agreement with you if the losses are a foreseeable consequence of us breaking this Agreement. Our liability to you in relation to Seambox is limited to €250 for each Account that is affected. We are not responsible for indirect losses which happen as a side effect of the main loss or damage or which are not foreseeable by you and us (such as loss of profits, wasted expense or loss of opportunity). If you suffer any loss you must let us know as soon as possible by contacting Seamlink Customer Support.

XI. General provisions

23. If any part of your Agreement with us is found to be invalid by any Court or other regulatory or competent body, the invalidity will not affect the rest of the Agreement, which shall remain in force.
24. Any notices or communications that you send to us must be sent to Seamlink Support Center at Seamlink – Seamless Enterprise Link, Lda, **IPN** Incubadora, Rua Pedro Nunes 3030 - 199 Coimbra, Portugal. Any notices or communications that we send to you will be sent by Email to your current email address. All notices or other communications will be deemed to have been received 24 hours after sending.
25. Portuguese law applies to your Agreement with us, and any disputes about this Agreement will be decided exclusively in the Portuguese courts.

XII. Complaints

26. We want to give you a great service. However, if you are unhappy with any aspect of our service then please contact Seamlink Support Center. If you are still not happy, please ask to speak to a manager. If you would like to write to us with your complaint, please write to Seamlink – Seamless Enterprise Link, Lda, **IPN** Incubadora, Rua Pedro Nunes 3030 - 199 Coimbra, Portugal.

XIII. Meaning of certain words

27. The following list gives an explanation of some of the words used in these Terms & Conditions:

- Account(s): your Seambox account applicable to one product, its modules and related services;
- Agreement: the agreement between you and us as set out in these Terms & Conditions and the Price List;
- Charge(s): the charges that you have to pay for Seambox set out on our Website www.seamlink.com or www.seambox.com;
- Content: textual, visual or other information, software, photos, video, graphics, music, sound and other material created by, appearing on or available on or through Seambox (or third party Content providers);
- Credit: credit paid to your Account, either by Electronic Top Up, credit or debit card, or other means approved by us;
- Password: any word you have defined by which we can validate your identity to enable you to access protected details about your account;
- Pay As You Go: means you pay Charges in advance by placing Credits on your Account;
- Price List: the price list applicable to Seambox available at www.seambox.com;
- Terms & Conditions: these Terms & Conditions, as updated from time to time;
- We or us: Seamlink (or our agent), whose registered office is at at Seamlink – Seamless Enterprise Link, Lda, **IPN** Incubadora, Rua Pedro Nunes 3030 - 199 Coimbra, Portugal;
- You: you, the customer with whom we make this Agreement, including any person we reasonably believe is acting with your authority or knowledge.