

TERMS AND CONDITIONS

1. Introduction

These Terms and Conditions apply to anyone using our products or services. Machine Labs Ltd (“we” or “us”) is a company registered in Scotland number SC585963 with a registered office at the address shown below. You are a client of Machine Labs Ltd.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS THEN YOU ARE NOT PERMITTED TO USE OUR PRODUCTS AND SERVICES.

2. Contact Details and Registered Office

Machine Labs Ltd
2 Rennie Square
Brucefield Industrial Estate
Livingston
Scotland, UK
EH54 9DF

Email: legal@machinelabs.com

All communications and notices about this agreement must be made in English.

3. Invoices and Payments

You must pay any invoices within 5 days if you are paying by credit or debit card, Paypal or ACH Direct Debit. If you are paying with a credit account you must pay within 14 days of the invoice date.

Fees may be increased after the initial term by us giving you 30 days of notice in writing. If you do not accept the increase you may terminate the service before the increase takes effect.

If you disagree with an invoice you must contact us within 21 days of the invoice date by emailing support@machinelabs.com. No disputes will be considered after 21 days.

VAT will be added to all invoices if you are:

- In the UK;
- Or in the European Union and have not provided us with a valid VAT number.

4. Downtime and Email Delivery

We will make a best effort to have our services available at all times. You acknowledge that it is not possible to have 100% reliability and that there may be both scheduled and unscheduled downtime when the service is not available.

It is not possible to guarantee the delivery of email and we make no warranty that emails sent from our platform will be received by the recipient.

5. Passwords

Each person who uses our system should have their own unique login with their own password. You will ensure that all passwords are kept secure and confidential. You will use the Settings page to remove access to our system for any members of staff who leaves your company or who should no longer have access.

6. Acceptable Use

You may not use our products to cause offence or break the law including the CAN-SPAM laws. The following uses are prohibited:

- Selling illegal or fraudulent goods or services.
- Hate including anything promoting harm or discrimination.
- Affiliate marketing.
- Cryptocurrencies or Initial Coin Offerings.
- Escort services, pornography or sexual services.
- Gambling.
- Multi Level Marketing or “get rich quick” schemes.
- Bought or rented mail lists.

You must not send spam. We define spam as an email campaign where:

- Spam is reported by more than 0.1% of recipients.
- The hard bounce rate is more than 5%.
- The email appears on a spam trap list.

In addition, you must:

- Ensure you have the right to use any text or images you send.
- Ensure that no details from children under the age of 13 are uploaded into our system.
- Not use a misleading from address or subject line.

7. European Union GDPR

The [Data Processing Agreement](#) shall be incorporated into these Terms and Conditions. If you are based in the European Union this agreement is required by the GDPR. If you are outside the European Union we extend the same rights to you for simplicity.

8. Prohibited Countries

You may not use our products if you are in a jurisdiction that does not co-operate with the European Union in relation to the application of internationally agreed tax standards. The list of countries is at https://ec.europa.eu/taxation_customs/tax-common-eu-list_en and currently consists of: American Samoa, Belize, Guam, Samoa, Trinidad and Tobago, US Virgin Islands, Dominica, Fiji, Marshall Islands, Oman, United Arab Emirates and Vanuatu.

Additionally, you may not use our products if you are in Cuba, Iran, North Korea, Sudan, Syria or any other country that is subject to United States government export restrictions. You must not be named on any United States government list of prohibited or restricted persons.

9. Suspension or Termination of Service

Service may be immediately terminated or suspended if the Acceptable Use policy above is broken or if an attempt is made to use the service from a Prohibited Country. In these cases no refund will be made of any prepaid fees.

Service may also be suspended or terminated if fees are overdue.

10. Intellectual Property

All content in our products and services is the property of Machine Labs or a third party unless submitted or created by you. This includes text, software code, page layouts, documentation, video and graphics. You acknowledge that this material is protected by law. You may not reproduce, copy, distribute, reverse engineer or create a derivative work.

11. Severance

If any of these terms and conditions are found to be unlawful, invalid or unenforceable then that term is deemed severed from these terms and conditions and shall not effect the validity or enforcement of the remaining terms and conditions.

12. Entire Agreement

These Terms and Conditions including the Data Process Agreement are the entire agreement between us and supersede any other agreement between us whether oral or written.

13. Modification

We may modify these Terms and Conditions by sending you no less than 30 days' notice by email. Within a further 14 days you may notify us if you wish to reject the changes. If you reject the proposed changes we will have the right to decide either to i) continue the contract under the previous Terms and Conditions or ii) terminate this contract and refund any prepaid fees. If we do not hear from you we will assume that the changes are acceptable.

14. Limitation of Liability

THE SERVICE IS PROVIDED "AS IS". WE DO NOT PROVIDE WARRANTIES OR UNDERTAKINGS OF ANY KIND IN RELATION TO THE PRODUCTS OR SERVICES EITHER EXPRESS OR IMPLIED. THIS INCLUDED BUT IS NOT LIMITED TO WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THIS AGREEMENT.

OUR LIABILITY FOR ANY DIRECT OR INDIRECT LOSS OR DAMAGE, FORESEEABLE OR OTHERWISE, INCLUDING ANY DAMAGES ARISING OUT OF OUR BREACH OF THESE TERMS AND CONDITIONS SHALL BE LIMITED TO THE ACTUAL FEES PAID BY YOU OVER THE PREVIOUS SIX MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

Nothing in these terms excludes or restricts our liability for death or personal injury resulting from any negligence or fraud on our part.

15. Jurisdiction

These terms and conditions are governed by Scots law and we both agree to the exclusive jurisdiction of the Scottish courts to determine any disputes.

For and on behalf of us

For and on behalf of the client ("you")

Machine Labs Ltd

Organization:

Name:

Name:

Title:

Title:

Signature:

Signature:

Date:

Date: