

# Shared Email Templates

## End-User License Agreement

Please read this End-User License Agreement (Agreement) carefully before clicking the "I Agree" button, downloading, installing, ordering or using the following software products:

- Shared Email Templates web application (Web-app);
- Shared Email Templates service (Service);
- Shared Email Templates add-in for Microsoft Outlook (Outlook Add-in).

The Web-app, Service and Outlook Add-in are collectively referred to herein as Application.

This Agreement is a legal agreement between you (either an individual or a single entity) and Ablebits.com (Company) and it governs your use of the Application made available to you by Company. You are agreeing to be bound by the terms and conditions of this Agreement when:

- You consummate the account registration process (Registration) on the Application registration page and, at the end, you click on the "Register" or similarly named button after having accepted this Agreement;
- You consummate the ordering process on the Company website ([www.ablebits.com](http://www.ablebits.com)) and, at the end, you click on the "Purchase" / "Order" / "Subscribe" or similarly named button after having accepted this Agreement;
- You consummate the ordering process on a website of Company's reseller or partner, and, at the end, you click on the "Purchase" / "Order" / "Subscribe" or similarly named button after having accepted this Agreement.

If you do not agree to the terms of this Agreement, do not register in, order, download, install or use the Application.

### Non-exclusive right of use

The Application is licensed, not sold, to you by Company for use strictly in accordance with the terms of this Agreement.

Company grants you a revocable, non-exclusive, worldwide, non-transferable, not sub-licensable, subscription-based, limited license to install and use the Application strictly in accordance with the terms of this Agreement.

### Fees and subscription plans

The use of the Application may be subject to charges. Company provides the Application on the subscription basis having several free and paid subscription plans available on the Company website. The subscription details (e.g. term, options, scope of functions, price, services, etc.), will be set forth in the options you select from the specifications provided by Company during the registration process (hereinafter all consistently referred to as Registration) or ordering process (hereinafter all consistently referred to as Order).

### Free subscriptions

The default free subscription plan is automatically enabled for you when you consummate the account registration process and, at the end, you click on the "Register" or similarly named button.

## Paid subscriptions

A paid subscription plan is automatically enabled for you when you consummate the ordering process and, at the end, you click on the "Purchase" / "Order" / "Subscribe" or similarly named button. During the term of the paid subscription, you shall pay Company the recurring user fee specified in the Order for the rights to use the Application.

## Activation of paid subscriptions

After completing the Order for a subscription, you shall receive a license key for the activation of the license. Once the license key has been entered or activated, the rights of use and functionalities in accordance with the subscription you ordered shall be available to you.

## Subscription term

Unless otherwise specified in the Order, the subscription has an initial term of twelve (12) months (Initial Subscription Term) and shall subsequently be renewed automatically for additional periods of twelve (12) months (each a Renewal Subscription Term), unless either party notifies the other party no less than twenty eight (28) days prior to the end of the Initial Subscription Term or any Renewal Subscription Term that it has elected not to renew the subscription.

## Fees, prices, and taxes

You shall be required to pay all fees specified in the Order according to the stipulated payment terms to Company. Such fees do not include any sales, use, consumptions, value-added, or any other tax (including applicable withholding tax) and you are responsible for the payment of any and all such taxes. Bank and credit card charges shall be borne by you. All fees and charges shall be payable immediately and in the currency specified in the Order.

## Price changes

Company shall be entitled to reasonably increase the user fee effective as of the end of the Initial Subscription Term or any Renewal Subscription Term.

## Plan changes

Company shall be entitled to change any subscription plans effective as of the end of the initial subscription term or any Renewal Subscription Term.

## Test period and refunds

All paid subscription plans include a test period. You may terminate a monthly paid subscription within seven (7) calendar days of the conclusion of the Order. You may terminate an annually paid subscription within twenty-eight (28) calendar days of the conclusion of the Order. In such a case, you shall be provided with a refund of any prepaid, unused fees (if any) paid to Company.

## Installation and configuration of the Application

Company shall provide the Application to you for electronic download. You shall be solely responsible for the installation and configuration of the Application. Company is not responsible for any installation or configuration.

## Restrictions

You agree not to, and you will not permit others to:

Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the Application, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

Separation of Components. The Application is licensed as a single product. Its component parts may not be separated.

Trademarks. This Agreement does not grant you any rights in connection with any trademarks or service marks of Company.

Rental. You may not rent, lease, or lend the Application.

Sublicense. You may not sublicense the license of the Application. Any attempt to sublicense any of the rights, duties or obligations hereunder is void.

Copyright. All title and copyrights in and to the Application (including but not limited to any images, demos, source code, intermediate files, packages, photographs, distributables, animations, video, audio, music, text, and "applets" incorporated into the Application, accompanying printed materials, and any copies of the Application) are owned by Company. The Application is protected by copyright laws and international treaty provisions.

## Intellectual property

The Application, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of Company.

## Support services

Company may provide you with support services related to the Application ("Support Services"). Use of Support Services is governed by the Company policies and programs described in the user manual, in online documentation and/or other Company-provided materials. Any supplemental Application code provided to you as part of the Support Services shall be considered part of the Application and subject to the terms and conditions of this Agreement. With respect to technical information you provide to Company as part of the Support Services, Company may use such information for its business purposes, including for Application support and development. Company will not utilize such technical information in a form that personally identifies you.

## Modifications to Application

Company reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

## Updates to Application

Company may from time to time provide enhancements or improvements to the features / functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the Application. You agree that Company has no obligation to provide any Updates, or continue to provide or enable any particular features and/or functionalities of the Application to you.

You further agree that all Updates will be deemed to constitute an integral part of the Application, and subject to the terms and conditions of this Agreement.

## Third-party services

The Application may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services ("Third-Party Services").

You acknowledge and agree that Company shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Company does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

## Term and termination

This Agreement shall remain in effect until terminated by you or Company.

Company may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from Company, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your mobile device or from your computer.

Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your computer.

Termination of this Agreement will not limit any of Company rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under this Agreement.

## Indemnification

You agree to indemnify and hold Company and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your violation of this Agreement or any law or regulation.

## No warranties

The Application is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, Company, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Application, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, Company provides no warranty or undertaking, and makes no representation of any kind that the Application will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither Company nor any Company provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of

the Application, or the information, content, and materials or products included thereon; (ii) that the Application will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application.

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

## Limitation of liability

Notwithstanding any damages that you might incur, the entire liability of Company and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for the Application.

To the maximum extent permitted by applicable law, in no event shall Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the Application, third-party software and/or third-party hardware used with the Application, or otherwise in connection with any provision of this Agreement), even if Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

## Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute waiver of any subsequent breach.

## Amendments to this Agreement

Company reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Application after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Application.

## Governing law

The laws of Washington, United States, excluding its conflicts of law rules, shall govern this Agreement and your use of the Application. Your use of the Application may also be subject to other local, state, national, or international laws.

This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Good.

## Notices

If you have any questions about this Agreement, please contact us. All notices or other correspondence to Company shall be sent to the following electronic mail address:  
company@ablebits.com

Or the following physical address:

Add-in Express  
Barykina st., 149,  
Hemel, 246000  
Belarus