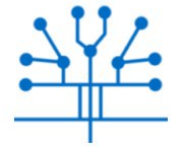


Terms of Agreement



1. Service Agreement's Parties

This service agreement ("Agreement") is between Bright Future Project located in Bucharest, Romania, registered at the Romanian Trade Registry Office under the following registration number J29/1211/2012 and EU VAT reference number of RO30522146, hereinafter referred to as the Mailbox Service Transfer Provider or the Provider, on the one hand

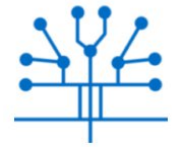
and the Application User, as individual or as representative of a company, hereinafter referred to as the Service Consumer, on the other

By initiating a application session token and later a mailbox transfer, both parties agree on the terms presented in Terms and Conditions of the Service Agreement.

2. Definitions

1. **"Mailbox"** is identified by an [email address](#). However, not all email addresses correspond to a storage facility. The term *pseudo-mailbox* is sometimes used to refer to an address that does not correspond to a definitive mail store. [Email forwarding](#) may be applied to reach end recipients from such addresses. [Electronic mailing lists](#) and [email aliases](#) are typical examples. [RFC 5321](#), defines an *email address* as a character string that identifies a Service Consumer to whom mail will be sent or a location into which mail will be deposited. The term *mailbox* refers to that depository. In that sense, the terms *mailbox* and *address* can be used interchangeably. [RFC 5322](#) defines a mailbox as follows: *A mailbox receives mail. It is a 'conceptual entity' that does not necessarily pertain to file storage.* It further exemplifies that some sites may choose to print mail on a printer and deliver the output to the addressee's desk, much like a traditional [fax](#) transmission.
- b. **"Mailbox Transfer Service"** is an online service provided by the platform by which a Service Consumer can perform the transfer of one or more mailboxes from an e-mail server to another.
- c. **"Transfer Session"** is a unique process provided by the platform by which a Service Consumer can perform the transfer of one or more mailboxes from an e-mail server to another. Each transfer session is identified by a unique transfer token.
- d. **"Transfer Token"** is a random string of characters generated by the platform and provided to the Service Consumer via email. The token received on the declared communication e-mail address is the only way by which the Service Consumer can access and operate the transfer session. The token is valid 5 days from the last access. The token validity is renewed for another 5 days at each access, starting with access date, as long as the access is performed during the token validity period. If the token has expired the Service Consumer can no longer access the transfer session related to the expired token. All the information provided by the Service Consumer during the use of the Service it's subject to the **Privacy Policy**
- e. **"Data Validation"** is a subprocess of the transfer session in which the platform does the following activities:
 - validation of input data format (e.g. the e-mail address is in the correct format)
 - validation of network connectivity

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- validation of input authentication credentials on source and destination servers
 - computation of data quantity and number of folders and messages that will follow in the transfer
- f. **“Payment Information”** is the information that the Mailbox Service Transfer Provider is bound in collecting from the Service Customer during the transfer session in order to bill the Service Consumer and issue the corresponding invoice with the technical details present in the Data Validation process.
- g. **“Transfer Status”** contains the information of the relevant state a mailbox synchronization will return after the Service Consumer has launched the mailbox transfer process in the corresponding application session.
- h. **“Transfer Report”** contains the transfer detailed technical information in reference to any Transfer Status code returned by the the service from the Service Customer that has previously initiated a mailbox transfer process.

3. Scope of Service

The scope of this Agreement is the Mailbox Transfer of one or multiple online, Internet connected Service Consumer’s mailbox account(s) offered by the Mailbox Service Transfer Provider through his web mailbox transfer application.

4. Rights and obligations of the parties

4.1 Access to services

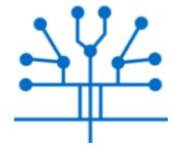
The Mailbox Service Transfer Provider will make reasonable efforts to provide technical support and necessary resources in order to continue to provide the service in scope. The Customer understands and is obviously totally responsible for the manner and purpose of use of the Mailbox Transfer Service.

The Service Consumer agrees that access to the services provided by the Provider depends directly on the quality of the device (PC, Laptop, Tablet, Smartphone, etc.) or Internet connection available to the user when accessing his website or resources hosted on the Provider's servers. The Service Provider can not be held responsible for any problems caused by the quality of the device or the Customer's Internet connection.

The Provider has the right to cease the provision of services in order to carry out the planned repairs and maintenance of the servers and communication equipment, for which purpose he will inform the Client by posting an information message on the Mailbox Transfer Service homepage.

The Provider has the right to block the Service Consumer’s access to the Mailbox Transfer Service platform in case of non-observance in any way of this agreement.

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4.2 Use of services

All services provided by the Provider may only be used for lawful purposes.

Access to the Mailbox Transfer Service is granted by automatic generation of a security token, that uniquely identifies the mailbox(es) transfer session, and is communicated to the email address entered by the Service Consumer when initiating a new transfer session.

The Mailbox Service Transfer Provider will inform the Service Consumer within the web application graphical interface as well as the e-mail address used by the Service Consumer to generate the session token about the transfer completion status.

The Service Consumer understands that one must pay for the data volume the Mailbox Service Transfer Provider will transfer to destination mailbox, as computed **before transfer execution in Data Validation**, in order to finalize the account(s) transfer.

The Mailbox Transfer Service pricing is presented on the service homepage and before completing the payment.

The Mailbox Transfer Service reserves the right to modify the Mailbox Transfer Service pricing as it see fit, without prior notification to Service Consumers.

The Mailbox Service Transfer Provider will transfer all identified e-mail messages along with the mailbox folders at the moment of data validation as long as the authentication data provided by the Service Consumer is accurate and the online payment is validated.

The Service Consumer will be permitted to restart a validated and payed session but that contains an incomplete transfer with no additional cost. provided that the operation takes place within the token validity of the session in question. If the token has expired, the Service Consumer will need to initiate a new session and pay the new transfer fee.

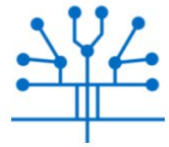
4.3 Support requests and complaints

The Mailbox Service Transfer Provider offers a 7 days technical and commercial support period after transfer completion during which the Service Consumer can escalate complaints related to a completed transfer. The complaints are accepted only via e-mail and only if sent from the e-mail address used to generate the session transfer token.

The Service Consumer understands that the Mailbox Service Transfer Provider may reject any complaint after the complaints escalation period offered for the transfer in scope.

4.4 Confidentiality

The Mailbox Service Transfer Provider undertakes not to use any information and any other confidential data made available to him by the Service Consumer and owned by him, except for the purpose providing the service in scope. For more information read the **Privacy Policy**.



4.4 Changes of the terms and condition of the service agreement.

The Service Consumer will agree to the terms of the IT Service Agreement presented by the Mailbox Service Transfer Provider for each transfer session and at any moment that the Mailbox Service Transfer Provider deems necessary during the transfer session in order to Service Consumer the service in scope.

The Mailbox Service Transfer Provider reserves the right to change or modify the terms if the Service Agreement at any time and in its sole discretion.

5. Duration

The Service Agreement is only valid through the initial period of time (5 days) when the Service Consumer has an active token session and it ends with the expiration of the session token without the possibility of extension.

6. Limitation of liability

The Service Consumer understands that he/she is the sole responsible for the accuracy of the data entered in the platform at any step of the transfer process.

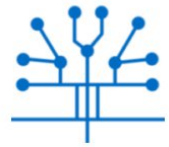
The Mailbox Service Transfer Provider is not responsible under any circumstance for conditions that can affect the transfer completion, transfer quality of any other attributes pertaining to the content of the mailbox subject to the transfer process.

The Mailbox Service Transfer Provider doesn't provide any guarantee nor he takes any legal responsibility on the points below nor he limits the scope only to the listed ones by the hereby document

- type of Service Consumer's data in the transfer subject mailboxes
- type and scope of use of Service Consumer's data in any of the Service Consumer's mailboxes
- Service Consumer's data content that can or might violate any laws or legal policy in use
- source or destination email server security policy (break-in accounts, compromised accounts, etc)
- source or destination network connectivity issues (firewall, routing, ISP & peering transit issues, network congestion, network shaping, faulty networks, misconfigured networks, etc)
- changes or problems related to the source or destination mailboxes (e.g. passwords, storage space, content, authorization, organization policy, etc)
- technical changes related to the source or destination email servers
- incompatibilities between the service in scope and the user's browser
- incompatibilities between the service in scope and the service provided by the source and/or destination email service provider or server type
- source or destination server load
- transfer application provider's server load
- transfer application provider's network or any service interruption
- transfer application provider's failure or malfunction

The Service Consumer agrees to notify the Mailbox Service Transfer Provider of any unauthorized access or other security breaches.

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The Mailbox Service Transfer Provider assumes no responsibility for any loss or damage that may arise from using the Mailbox Transfer Service .

The Service Consumer acknowledges and agrees that in any form the Mailbox Service Transfer Provider is not liable in any way for the acts or omissions of the Service Consumer or other users in the use of the Service , which you give them access, even if damaged in any such as through actions or omissions. In the event that the Service Customer have to pay some money as damages or fines and not only, he/she/it will be required to pay these sums of money and not the Mailbox Service Transfer Provider

7. Force Majeure

(a) Nor the Provider (nor any Person acting on its behalf) shall have any liability or responsibility for failure to fulfill any obligation under this Agreement so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure; provided, that (i) the Provider (or such Person) shall have exercised commercially reasonable efforts to minimize the effect of Force Majeure on its obligations; and (ii) the nature, quality and standard of care that the Provider shall provide in delivering a Service after a Force Majeure shall be substantially the same as the nature, quality and standard of care that the Provider provides to its Affiliates and its other business components with respect to such Service.

In the event of an occurrence of a Force Majeure, the Mailbox Transfer Service Provider shall give notice of suspension as soon as reasonably practicable to the other stating the date and extent of such suspension and the cause thereof, and the Mailbox Transfer Service Provider shall resume the performance of such obligations as soon as reasonably practicable after the removal of such cause. In such event, the Service Consumer shall be relieved of any and all obligations in respect of the payment of any Service Charge for the applicable suspended Service with respect to the period of time such Service is suspended as a result of the applicable Force Majeure. (b) During the term of this Agreement, including during the period of a Force Majeure, the Service Consumer shall be entitled to seek an alternative service provider with respect to any Service(s) (at Service Consumer own expense).