

Zuku Email Terms and Conditions

1. Description of Email Services

Our Email Services provide the ability to send, receive, store, and retrieve electronic mail via the internet using an email address or multiple email addresses linked to our domain name. In order to use the Email Services, you must have an active Zuku Fiber account.

The Email Services generally allow you to:

- a. Configure multiple POP3, IMAP, and/or web-based email accounts for use in connection with ZukuFiber.com domain
- b. Manage email accounts via a control panel including creation, deletion, and password configuration;
- c. Configure email accounts to work with email clients such as Microsoft Outlook to mobile email clients such as iPhone®, iPad®, BlackBerry®, and Android®

The Email Services will be available free of charge for all Zuku Fiber customers with active service. You acknowledge that the free Email Services may have reduced functionality or capability.

2. Provision and Configuration of the Email Services

All active Zuku Fiber customers will be eligible to create their private email accounts from Zuku Website. You will need to choose username and password to use in accessing email services from Zuku.

Eligibility and email account management rules

- The service will be available for all Zuku Fiber customers as long as their service is currently active. A customer who goes on nonpaying disconnect will be given a grace period of one month to reactivate the service.
- After one month the email service will go into suspension of which the customer will not be able to access the email service until renewal of their Zuku Fiber service
- If the customer does not pay for Zuku Fiber service after the all duration of 60 days then the email account will be deleted

3. Availability of the Email Services

Subject to the terms and conditions of this Agreement and each of our policies and procedures, we shall use commercially reasonable efforts to provide the Email Services on a twenty-four (24) hours a day, seven (7) day per week basis throughout the term of this Agreement. You acknowledge that from time to time, the Email Services may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunction, (ii) periodic maintenance or update procedures, or (iii) causes beyond our reasonable control including, but not limited to, Denial of Service attacks, or black-listing caused by attempts at sending SPAM.

You acknowledge that each Email Services plan has limits ("**Plan Limits**") that you agree to adhere to. Failure to adhere to the Plan Limits may result in immediate suspension or termination of the Email Services without further notice. We reserve the right to suspend or terminate the Email Services at any time for failure to adhere to the Plan Limits or terms of this Agreement.

4. 3rd Party Email Clients and Software

The Email Services are compatible with third-party software clients such as Microsoft Outlook or mobile clients such as iPhone®, iPad®, BlackBerry®, and Android®

We make no representations or warranties about any third-party software, and disclaim any liability or responsibility regarding their use in connection with our Email Services.

5. Spam and Virus Protection

Our Email Services include spam and virus protection scanning services for both incoming and outgoing email messages and attachments. All email sent to or from your email addresses will automatically be scanned to assist in preventing spam and/or viruses from being transmitted to or from your email accounts, email clients, and/or computer systems. You are able to disable this protection from within your control panel but it is not recommended and you acknowledge that we are not responsible for any adverse effects caused by the disablement of this feature. You acknowledge and agree that our spam and virus protection scanning services are not guaranteed to be 100% effective or error-free. As such, the scanning services may delete email messages or prohibit the transmission to or from your email accounts that you otherwise wish to send or receive. It may also allow the transmission of spam or viruses to or from your email accounts, email clients, and/or computer systems. You acknowledge and agree that we shall assume no liability to you or any third party with respect to our spam and virus scanning services, your failure to send and/or receive email messages and/or attachments, or the transmission of spam and/or viruses to or from your email accounts, email clients, and/or computer systems.

6. Backup, Storage and Data Retention

Our Email Services are not an archive or backup service. You are solely responsible for maintaining independent backups of your email messages at all times. You acknowledge and agree that we shall assume no liability to you or any third party for any loss, damage, or destruction of your email messages, distribution lists, or other content stored in connection with the Email Services.

7. Plan Limits

You acknowledge that the Email Services may be offered with different plan limits. The plan limits will be presented on the Site, and may relate to, including but not limited to: (i) the amount of mail to be sent or received; (ii) the size of the mail to be sent or received; (iv) the size of mailboxes configured; (v) the number of mailboxes configured; (vi) the domain name to be used for the Email Services; and, (iii) the number of contacts allowed per address or distribution list.

Additionally, you acknowledge that each Email Services plan has pre-defined controls and restrictions that control the maximum amount of email messages you can send and receive and how that mail is sent. These controls and restrictions are put in place to maintain the integrity and performance of the Email Services.

The following maximum controls and restrictions are in place. Specific settings can be found on the Email Services page at all times on the Site. We reserve the right to modify these controls from time to time as it feels is necessary to maintain the integrity and performance of the Email Services.

Incoming Message Limitations

There are (2) types of incoming message limitations:

1. Maximum 20MB message size. Incoming message over 20MB will be bounced.
2. The amount of disk space allocated to each mailbox. If your mailbox fills up, incoming messages will be bounced. It is your responsibility to review and understand your user and account settings for limiting total disk usage and warning message notifications to prevent this from occurring.

Outgoing Message Limitations

In order to prevent SPAM and the abuse of the SMTP outgoing mail service, the following outgoing message limitations are in place:

1. SMTP Relay quotas per-mailbox. 100 recipients per hour; 500 recipients per day

When you exceed this threshold, you will be denied the ability to send email until the following hour OR day, depending on which threshold you have exceeded. You will receive a connection error message when attempting to send that will say "Daily delivery limit exceeded" or "Hourly delivery limit exceeded".

2. SMTP Relay quotas per-domain. 5,000 emails per week.

When you exceed this threshold, all email messages sent from any email account configured with the Email Services will be denied the ability to send email until the following week. If the threshold is exceeded, users attempting to send email will receive a connection error stating "Weekly delivery limit exceeded".

3. SMTP relays through the use of web forms. 100 recipients per hour; 1,500 per day.

If a domain name using any web-based forms exceeds either of these thresholds, additional messages sent will simply be discarded until the following hour OR day, depending on the threshold exceeded. The Plesk administrator for the Email Services will receive a courtesy email notifying them that the threshold has been exceeded.

9. Account Suspension

We reserve the right to suspend, disable, or otherwise terminate your access to the Email Services, or take any other measures deemed to be appropriate, at any time and without prior notice, to enforce this Agreement or to ensure the integrity and performance of the Email Services.

You must substantially address all spam-related inquiries from our personnel within 72 hours. Failure to respond within this time period may result in the immediate suspension, disablement, or termination of your Email Services.

10. Term and Termination

This Agreement shall commence on the first day that Email Services are ordered and shall remain in force continuously and uninterrupted so long as your Zuku fiber account is active or as per are active.

All Email Services under this Agreement are provided on a pre-paid in linking with your Zuku Fiber service.

You may terminate this Agreement at any time without written notice. Upon termination, we shall terminate access to the Email Services and any data provided in connection with the Email Services immediately.