



Terms of Service

for

University of Cambridge

November 12 2021

PO Box 234, Collins Street West 8007
Victoria, Australia

www.fastmail.com | @Fastmail

Terms of Service

These terms of service supersede the Terms of Service available at <https://www.fastmail.com/about/tos/>

The following are the terms and conditions for use of the various services provided by Fastmail Pty Ltd, ACN 142 646 580, PO Box 234, Collins St West 8007, Australia (referred to as “Fastmail”), including the Fastmail email service, the Topicbox mailing list service, the Pobox email forwarding, filtering and domains services and the Listbox email service (collectively referred to as the “Service”).

Please read these terms and conditions carefully. This Service is provided only to individuals who are at least 18 years old or minors who have parental permission to open and maintain an account. *By completing the registration process, you are stating that you are eligible for an account and that you agree to be bound by all of these terms and conditions of the service* (referred to as these “Terms”). You are not authorised to use the Service unless you accept these Terms without modification.

1. Member account, password, and security

You must maintain the confidentiality of your password and account.

You are responsible for any and all activities that occur in relation to the Service under your account (including the content of transmissions from your account, or any content uploaded or published through your account), except to the extent that a third party accesses your account as a result of Fastmail’s negligence.

You must notify Fastmail immediately if you become aware of any unauthorised use of your account or any other breach of security. If a third party accesses your account without your authorisation, we will endeavour to block the unauthorised access and to restore your control of the account.

2. Message storage, file storage, outbound messages and other limitations

The amount of storage space per user may be limited. Some sent or received messages, or uploaded or downloaded files, may not be processed due to space constraints or other limitations. You agree that Fastmail is not responsible or liable for the deletion or failure to store messages, files or other information.

Where free accounts are provided, you agree that you will not create more than one free account.

3. Member conduct

As a condition of your use of the Service, you warrant to Fastmail that you will not use the Service for any purpose that is unlawful or prohibited by these Terms.

If you have a free account for the Service, you agree to use the Service only to send, receive, upload and publish personal messages and content. Any unauthorised commercial use of the Service, or the resale of its services, is expressly prohibited.

If you are a paying user of the Service, you are authorised to use the Service for business-related communications, but may not use it in ways not permitted by other clauses of these Terms, including, but not limited to, use in connection with unsolicited commercial email, multi-level marketing schemes, or illegal activities.

You must not re-sell the Service unless you have been given explicit prior permission to be a reseller by Fastmail.

You agree to abide by all applicable local, state, national and international laws and regulations. By way of example, and not as a limitation, you agree not to:

- (a) Use the Service in connection with surveys, contests, pyramid schemes, multi-level marketing schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- (b) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- (c) Publish, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information.
- (d) Harvest or otherwise collect information about others, including email addresses, without their consent.
- (e) Create a false identity for the purpose of misleading others as to the identity of the sender or the origin of a message.
- (f) Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not a Service member any directory of the Service members or other user or usage information or any portion thereof other than in the context of your use of the Service as permitted under these Terms.
- (g) Knowingly transmit or upload any material that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs.
- (h) Transmit or upload any material that contains software or other material protected by intellectual property laws, rights of privacy or publicity or any other applicable law unless you own or control the rights thereto or have received all necessary consents.
- (i) Interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks.

- (j) Attempt to gain unauthorised access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means.
- (k) Violate any applicable laws or regulations including, without limitation, laws regarding the transmission of technical data or software exported from the United States through the service.
- (l) Interfere with another member's use and enjoyment of the Service or another individual's or entity's use and enjoyment of similar services.

Fastmail has no obligation to monitor the Service or any user's use thereof or retain the content of any user session. However, Fastmail reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

4. Links to third party sites

The links included within the Service may let you leave the Service web sites ("Linked Sites"). The Linked Sites are not under the control of Fastmail and Fastmail is not responsible for the contents of any linked site or any link contained in a Linked Site, or any changes or updates to such sites. Fastmail is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Fastmail of the site or any association with their operators.

5. Disclaimers/limitation of liability

The information and services included in or available through the Service may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Fastmail may make improvements and/or changes to the Service at any time.

Fastmail does not represent or warrant that the Service will be uninterrupted or error-free, that defects will be corrected, or that the Service or the server that makes it available are free of viruses or other harmful components. Fastmail does not warrant or represent that the use or the results of the use of the Service or the materials made available as part of the Service will be correct, accurate, timely, or otherwise reliable.

You specifically agree that Fastmail shall not be responsible for or liable for:

- (a) unauthorised access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the Service;
- (b) any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights; or

- (c) any content sent using and/or included in the Service by any third party.

Fastmail make no representations about the suitability, reliability, availability, timeliness, and accuracy of the service for any purpose. The Service is provided “as is” without warranty of any kind. Fastmail hereby disclaim all warranties and conditions with regard to the Service, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.

In no event shall Fastmail be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Service or related web sites, with the delay or inability to use the Service or related web sites, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the Service, or otherwise arising out of the use of the Service, whether based on contract, tort, negligence, strict liability or otherwise, even if Fastmail has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the Service, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Service and its related web sites.

6. Indemnification

Neither party shall be liable for any loss, costs, damages or expenses howsoever arising (Loss) of an indirect or consequential nature including without limitation any loss of profit, revenue or anticipated savings.

In respect of all other Losses (except non-payment of fees due to Fastmail or Loss arising under clause 6), each party's liability shall be limited as follows:

- a. Loss of a type covered by a party's insurance policy to the extent that it covers the relevant Loss and up to the available limit of the relevant policy;
- b. Loss of a type not required to be covered by the relevant party's insurance shall be limited to the amount of 125% of the fees payable to Fastmail in the year prior to the date of the Loss.

Nothing in these Terms shall exclude or limit liability for any statutory breaches or regulatory fines caused by breach of contract, death or personal injury caused by gross negligence, bribery, fraud or fraudulent misrepresentation, third party claims or intellectual property rights infringement, including all intellectual property rights recognised in any jurisdiction.

7. Termination

Fastmail may terminate your access to any part or all of the Service and any related service(s) effective immediately if you fail to comply with these Terms, or where required to by law.

Fastmail may also terminate or suspend your account for non-payment, which is defined as failure to make a renewal after your paid subscription period expires.

Upon termination of the Service, your right to use the Service immediately ceases.

Fastmail shall have no obligation to maintain any content in your account or to forward any unread or unsent messages to you or any third party.

8. Refunds

Fastmail may choose to make a refund of prepaid fees for the Services at its sole discretion, however Fastmail shall have no obligation to refund any portion of any fees in the event that you wish to discontinue use of all or part of the Service, or in the event that your access is terminated by Fastmail as a result of you failing to comply with these Terms.

9. No spam

Fastmail will immediately terminate any account which it believes, in its sole discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email.

10. Proprietary rights to content

You acknowledge that content, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained in either sponsor advertisements or electronically distributed, commercially produced information presented to you by the Service, Fastmail, or Fastmail's advertisers or other content providers, is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. You may make a copy of this content for your personal, non-commercial use only, provided that you keep all copyright and other proprietary notices intact. You may not modify, copy, reproduce, republish, upload, post, transmit, or distribute in any way content available through the Service and its associated Web sites, including code and software.

11. Changes to these Terms of Service

Fastmail reserves the right to change these Terms or its policies regarding the use of the Service at any time and to notify you by posting an updated version of these Terms on this web site. You are responsible for regularly reviewing these Terms to check for updates. Continued use of the Service after any such changes shall constitute your consent to such changes.

12. General

Any dispute, controversy or claim arising out of, relating to or in connection with this contract, including any question regarding its existence, validity or termination, shall be resolved by arbitration in accordance with the Australian Centre for International Commercial Arbitration (ACICA) Arbitration Rules. The seat of arbitration shall be Melbourne, Australia. The language of the arbitration shall be English. The number of arbitrators shall be one. Use of the Service is unauthorised in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Fastmail as a result of this agreement or use of the Service.

Fastmail's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Fastmail's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Service or information provided to or gathered by Fastmail with respect to such use.

If any part of these Terms are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect.

Unless otherwise specified herein, these Terms constitute the entire agreement between you and Fastmail with respect to the Service (excluding the use of any software which may be subject to an end-user license agreement) and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Fastmail with respect to the Service.

A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

You and Fastmail agree that any cause of action arising out of or related to these Terms and/or the Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

Headings in these Terms are solely used for the convenience of the parties and have no legal or contractual significance.

Except where explicitly indicated otherwise, prices shown on this site exclude any sales tax that might be applicable in your jurisdiction. You must pay Fastmail any additional sales taxes not previously levied upon request.

Fastmail reserves the right to assign its rights and responsibilities under this agreement to any third party.

13. Content uploaded by members

Fastmail does not claim ownership of content you submit or make available for inclusion on the Service. However, with respect to content you submit or make available for public or shared access on the Service, you grant a world-wide, royalty free and non-exclusive license(s) to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such content on the Service solely for the purpose for which such content was submitted or made available. This license exists only for as long as you elect to continue to include such content on the Service and will terminate at the time you remove or Fastmail removes such content from the Service.

You acknowledge that if you permit third parties to access your private content through the Service, those third parties may share such data outside of the Service. You acknowledge that Fastmail is not responsible for such sharing.

Fastmail does not endorse the content or views expressed in content hosted by our customers. Claiming endorsement by Fastmail is a violation of these Terms.

14. Reseller accounts

You must not re-sell the Service unless you have been given explicit prior permission to be a reseller by Fastmail.

If you are given permission to operate as a reseller of the Service, you acknowledge that:

- (a) your customers own the data associated with their accounts;
- (b) at Fastmail's request, you must assist Fastmail in enforcing these Terms against your customers;

- (c) in the event of a dispute between you and a customer of yours, Fastmail may in its discretion at a customer's request, detach the customer from your resale service.

If you acquire the Service as a customer of a reseller, you acknowledge that:

- (a) you accept these Terms in addition to any terms and conditions of the reseller;
- (b) Fastmail is not responsible and accepts no liability for the actions or omissions of the reseller; and
- (c) the reseller has the ability to create/modify/delete and access your accounts on your behalf.

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