

Terms of Use

To make sure we know what to expect from each other, Soverin has written down the conditions for use of the Service. These Terms of Use ('Terms') govern the relationship between Soverin B.V, situated at the Vijzelstraat 68 in Amsterdam, the Netherlands and provider of this Service ('We', 'Us', 'Soverin') and You, the user of our Service ('You', 'Your'). These Terms are a binding legal document, so we recommend You read this document carefully and save a copy for later reference. You agree to be bound by these Terms when using the Service.

We have done our best to make these Terms easy to understand, so You get a good understanding of what We offer, what you can expect from Soverin and what we expect from You. However, if you still have questions regarding our Service after reading these Terms, please do not hesitate to contact us. You can find our contact information at the end of these

Terms.

The Service

Soverin offers an ad-free e-mail service ('Service'). The Service will be made available to You by registering with the Service via <https://soverin.net>. To use our Service, we ask You to provide us with login-credentials and Your phone-number as verification. Our Service is designed to maximize Your privacy and keep You in control of Your personal data. For a full overview of the features included in the Service, please visit <https://soverin.net/site/features>.

Soverin can use third parties to offer certain features. For example, Soverin offers personalized domain names. In order to offer this feature, Soverin registers the domain You wish to use (if available) with a Dutch third party domain name provider.

Use of the Service

Soverin treats all e-mails between You and Your designated recipients confidentially. Soverin does not check, open or view the contents of Your e-mails, including attachments. Soverin

does not allow, and You guarantee and accept that You do not:

1. give your log-in credentials to anyone else. You agree to keep your log-in credentials safe and to yourself. If you suspect that an unauthorized person gained access to your Account, please contact us without delay by sending an e-mail to hello@soverin.net;
2. Impersonate or pretend affiliation with any person or entity;
3. try to access any non-public area's of the Service;
4. send or otherwise distribute viruses, worms, malware, junk mail, spam, chain letters, phishing mails, unsolicited promotions or advertisements of any kind and for any purpose;
5. attempt to probe, scan, comprise or test the vulnerability of the Service or any related system or network or breach any security or authentication.

In addition, You agree not to send, store or make otherwise available any content which:

- is unlawful;
- infringes or misappropriates third

party Intellectual Property Rights and/or privacy rights or any other kind of rights;

- facilitates or promotes gambling, or the sale or use of liquor, tobacco products or illicit drugs

Additionally, Soverin asks you not to send, store or make otherwise available any content which:

- is factually inaccurate, false, misleading or deceptive;

- promotes racism, violence or hatred;
- is obscene, defamatory, libellous, slanderous, profane or indecent;
- constitutes 'hate speech', whether directed at an individual or a group, and whether based upon the race, sex, creed, national origin, religious affiliation, sexual orientation or language of such individual or group;

These requirements are not limited to the use of the Soverin e-mail Service, but also extend to the domain registered by Soverin, which is made available for Your use. Although Soverin does not actively investigate whether you adhere to these conditions due to the private

nature of our Service, Soverin can conclude that you have violated these Terms after receiving relevant information or signals from others.

Account

To use our Service, You are required to register for an Account via <https://soverin.net> ('Account'). To register for an Account, we ask you to create log-in credentials and provide us with Your phone-number for verification purposes. Any personal data Soverin requires to provide you with an Account will be processed in line with our Privacy Statement.

Soverin reserves the right to, without warning, block access of and/or remove any Accounts from the Service, which can result in loss of e-mail and/or attachments or inaccessibility of domains, when Soverin finds that You violate these Terms.

Subscription and payment intermediary

The subscription fee for the Service is €29,00 a year, including VAT. To make sure we use as little of your personal

data as possible, we use trusted payment provider Mollie (www.mollie.com), which supports credit cards, iDeal, PayPal and Bitcoin. It is Your responsibility to have sufficient balance to enable the subscription fee to be charged. In the event that the subscription fee cannot be collected, for any reason whatsoever, Your Account will be suspended. Soverin will send multiple reminders to both your e-mail address and phone-number, the first one being sent one month before renewing the subscription is due. Soverin will delete Your Account 30 days after the renewal of the subscription was due.

Meanwhile, You can terminate Your Account at any time by deleting your Account in your dashboard, without any right to reimbursement of (part of) the subscription fee. Soverin will ask you to verify your request to terminate your Account. Upon final termination, Your Account, including your e-mails and all other data therein, are directly, automatically and permanently deleted.

Disclaimer

We do our best to offer You the Service. However, Soverin offers the Service 'as-

is', without warranty of any kind. Without limiting the foregoing, Soverin explicitly disclaims any warranties of merchantability, fitness for a particular purpose and non-infringement. Soverin makes no warranty that the Service is available on an uninterrupted, secure or error-free basis. Your use of the Service is at Your own risk. You acknowledge and agree that Soverin is not responsible for any damages to Your computer system or the computer system of any third party that results from the use of the Service. You are in control and responsible for Your e-mail, meaning that once You remove an e-mail from Your account, Soverin can not restore the e-mail for You.

Soverin has no knowledge of the contents of the e-mails stored on its servers. Soverin claims no ownership, intellectual property rights or other rights whatsoever with regards to the data you send, store or otherwise make available through your Account.

Indemnity and Liability

You accept that You are liable and will hold harmless Soverin for any and all incidents, procedures and/or claims

arising in relation to the e-mails transferred through, or stored within the Service, and/or submitted through Your Account. You will defend, indemnify and hold harmless Soverin, including its employees and affiliates, from and against any claims, liabilities, damages, losses and expenses, including reasonable legal and accounting fees, arising out of or in any way connected with Your access to or use of the Service or Your violation of these Terms, including any third party claims that e-mails submitted to the Service through Your Account infringe or violate any third party rights. However, this limitation of liability does not intend to exclude the liability of Soverin for the intentional and/or deliberate recklessness of Soverin themselves (“their own acts”) and or the management of Soverin.

In no event will Soverin be liable to You or to any third party for any damages arising out of use of the Service, whether based on warranty, contract, tort (including negligence) or any other legal theory and whether or not Soverin has been informed of the possibility of such damage, even if any limited remedy is found to have failed its essential purpose. Soverin will not accept any

liability for damage as a result of an attributable failure in the performance of the agreement to provide the Service or pursuant to an unlawful act or whatever other reason, including, but not limited to any incidental, special, consequential damage resulting from or in connection with the use of the Service and/or the impossibility of using it insofar as this is allowed under mandatory law. In the event Soverin is liable for damage under mandatory law, Soverin's aggregate liability to You for any and all claims arising out of or in connection with the use of the Service will in no event exceed one hundred euro (€100) per incident.

Applicable Law and Jurisdiction

All rights and obligations arising out of or in connection to these Terms are construed, governed, interpreted and enforced according to the laws of the Netherlands. The exclusive jurisdiction and venue of any action with respect to any subject matter relating to these Terms will be the court's located in Amsterdam, the Netherlands, unless stipulated otherwise by mandatory Dutch or international laws. You waive any objection to jurisdiction and venue in

the courts of the Netherlands.

Revisions to the Terms

Note that Soverin may revise these Terms from time to time. Each revised version shall be dated and posted on the blog on <https://soverin.net>. Additionally, Soverin will inform You by sending an e-mail in advance of the changes becoming active. Soverin recommends that You review this website from time to time and take note of any changes. If You do not agree with the Terms, including the Privacy Statement, You should not or no longer access or otherwise use the Service. By continuing to use the Service you accept any changes made to the Terms, including the Privacy Statement.

Questions?

For questions about these Terms, please contact Soverin at hello@soverin.net or by telephone via +31 20 240 4493.