

Valimail DMARC Monitor Service Agreement

The following Monitor Service Agreement (the “Agreement”) is a legal contract between you and Valimail Inc. (“Valimail”, “we”, “us”), and govern the Valimail’s trial DMARC monitoring service (the “DMARC Report Service”). By selecting the ‘agree’ or ‘accept’ option or by using the DMARC Report Service, you are agreeing to be bound by this Agreement. Please read them carefully before proceeding. You may not use the DMARC Report Service unless you accept this Agreement and have the power and legal right to form a contract with us. Any

individual subscribing to or using Valimail’s services in the name of a company or other organization represents and warrants that they are authorized and intend by those actions to bind the company or other organization to this Agreement, and in such case the company or other organization is “you” for the purposes of this Agreement.

**This Agreement includes the [Valimail Privacy Policy](https://www.valimail.com/legal/privacy/) <
<https://www.valimail.com/legal/privacy/>>, which is incorporated by reference.**

1. SERVICES

1.1. Setup and Scope. Subject to your compliance with the terms and conditions of this Agreement, Valimail will provide you with access to and use of the DMARC Report Service to review DMARC reports concerning emails sent from your domains, solely for your internal business purposes. In order to enable the DMARC Report Service for your domain(s), you must modify the DNS records or other necessary settings for those domain(s), as outlined in Valimail’s documentation for the DMARC Report Service.

1.2. Customer Responsibilities. You are responsible for: (a) maintaining the confidentiality of any contact information, user IDs, passwords and other credentials associated with your account, and ensuring that all such credentials are at all times up to date and accurate, (b) all activities that occur with respect to your account, including the use of the DMARC Report Service under any credentials associated with your account and compliance with this Agreement by you and anyone acting on your behalf, and (c) any data or information you provide to Valimail in order to utilize the DMARC Report Service. You are also responsible for modifying the DNS records or other necessary settings for your domains, as outlined in Valimail’s documentation, in order to enable the DMARC Report Service for those domains, and, at when you are no

longer using the DMARC Report Service, restoring those records or settings to their original state.

1.3. Restrictions. You may not: (a) copy, reproduce, modify, decompile, disassemble, or reverse engineer the DMARC Report Service or any associated software or materials (except to the extent that applicable law prohibits or restricts reverse engineering restrictions); (b) provide any third parties with access to any of the DMARC Report Service, or use any of the DMARC Report Service for time sharing or similar purposes for the benefit of any third party; (c) remove any copyright or proprietary notices contained in the DMARC Report Service or any output thereof; (d) breach, disable or tamper with, or develop or use (or attempt) any workaround for, any security measure provided or used by the DMARC Report Service; (e) access the DMARC Report Service via any bot, web crawler or non-human user; or (f) access or use (or permit a third party to access or use) the DMARC Report Service for any unlawful purpose or for purposes of monitoring the availability, performance or functionality of the DMARC Report Service or for any other benchmarking or competitive purposes.

2. OWNERSHIP

As between Valimail and you, the DMARC Report Service and all software, data and technologies embodied in or used to provide the DMARC Report Service, all DMARC reports or other information or analysis provided to you by Valimail and all intellectual property rights therein or relating to any of the foregoing, are and shall remain the exclusive property of Valimail; provided, however, that you may retain and use for your internal business purposes any DMARC reports or other information or analysis concerning your domains provided to you by Valimail, whether through the DMARC Report Service or otherwise.

3. DISCLAIMER

THE DMARC REPORT SERVICE IS PROVIDED 'AS IS' AND 'AS AVAILABLE,' WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE FULLEST EXTENT PERMITTED BY LAW, VALIMAIL DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU ACKNOWLEDGE THAT VALIMAIL HAS THE RIGHT TO MODIFY OR DISCONTINUE ANY FEATURE OF THE DMARC REPORT SERVICE OR THE DMARC REPORT SERVICE AS A WHOLE, AND VALIMAIL MAKES NO WARRANTY OR REPRESENTATION THAT THE DMARC REPORT SERVICE OR ANY FEATURE THEREOF WILL REMAIN AVAILABLE. NO ORAL OR WRITTEN INFORMATION OR ADVICE OTHER THAN A WRITTEN AGREEMENT EXECUTED BY A VALIMAIL OFFICER SHALL CREATE A WARRANTY IN ANY WAY WHATSOEVER BINDING ON VALIMAIL.

4. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, VALIMAIL SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES, OR FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS OR INFORMATION, OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE DMARC REPORT SERVICE TO BE PROVIDED HEREUNDER; OR (B) THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNTS PAID BY YOU TO VALIMAIL UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF VALIMAIL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. TERMINATION

You may terminate this Agreement at any time by changing your DNS settings so that Valimail can no longer make the DMARC Report Service available to you, or by notifying Valimail through the appropriate mechanism within the DMARC Report Service user interface or the support email address Valimail provides to you. This Agreement will terminate automatically and immediately if you breach any of the terms hereof. Valimail may terminate the provision of the DMARC Report Service to you at any time by providing notice through the user interface of the DMARC Report Service or to the email address you have provided to Valimail as part of the establishment of your DMARC Report Service account. **Sections 1.3** through **7** will survive expiration or termination of this Agreement.

6. REMEDIES

6.1 Scope. The remedies described in this section are in addition to the right of termination described under “Termination” and any remedies described elsewhere in this Agreement.

6.2 Injunctive Relief. You understand and agree that any unauthorized use of the DMARC Report Service would result in irreparable injury to Valimail for which money damages would be inadequate, and in such event Valimail, shall have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief against you. Nothing contained in this Section or elsewhere in this Agreement shall be construed to limit remedies or relief available pursuant to statutory or other claims that Valimail may have under separate legal authority, including but not limited to, any claim for intellectual property infringement.

6.3. Indemnification. You agree to defend, indemnify, and hold harmless Valimail, its partners, parent, subsidiaries, affiliates, agents, distributors, contractors and licensors, from and against any claims, actions or

demands, including without limitation reasonable legal fees, alleging or resulting from: (a) any improper, unauthorized or illegal uses of the DMARC Report Service using your credentials, (b) your use of the DMARC Report Service or any product thereof, or (c) your breach of the terms of this Agreement.

7. MISCELLANEOUS

7.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. However, this Agreement is personal to you and may not be transferred, assigned or delegated to anyone. Any attempt by you to assign, transfer or delegate this Agreement shall be null and void. Valimail may transfer, assign or delegate this Agreement as it sees fit.

7.2. Export Compliance. You agree to comply fully with all relevant export laws and regulations of the United States and other applicable jurisdictions to ensure that neither the DMARC Report Service, nor any direct product thereof, are: (a) exported or re-exported directly or indirectly in violation of such export laws and regulations; or (b) used for any purposes prohibited by the such export laws and regulations.

7.3. Government Rights. If you are the U.S. government or any agency or other division thereof, Valimail's services are furnished under this Agreement as a "commercial item," as that term is defined and used in the U.S. Code of Federal Regulations (48 C.F.R. § 2.101) and other applicable regulations, and the government's rights with respect to the services (and to any associated software, technical data or other materials) are limited to those expressly granted in this Agreement.

7.4. Severability. If any part of this Agreement is held to be unenforceable or invalid, in whole or in part, by a court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

7.5. Waiver. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach of that or any other provision.

7.6. Notices. All notices permitted or required under this Agreement shall be in writing and will reference this Agreement. Valimail may deliver notices by email to the address you have provided for your DMARC Report Service account, and such notice shall be deemed to have been given as of the earlier of receipt or the first Valimail business day after sending. Except as otherwise set forth herein either party may deliver notices in person, by overnight courier or express delivery service, or by first class, registered or certified mail, postage prepaid, or by confirmed email delivery, to each party's respective address as made available to the other. Such notice shall be deemed to have been given upon receipt.

7.7. Governing Law; Jurisdiction. This Agreement will be governed by both the substantive and procedural laws of California, excluding its conflict of law rules and the United Nations Convention for the International Sale of Goods. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the parties irrevocably consent to the personal jurisdiction and venue therein.

7.8. Revisions. Valimail may change this Agreement and its policies from time to time. We may inform you of any such changes by posting the revised version to our website at the same URL as the original version, or by notifying you within the user interface of the DMARC Report Service or at the email address you provided to us as part of the signup process. Your continued use of the DMARC Report Service after receiving notice of any modifications indicates your acceptance of the modified Agreement. Except as set forth above in this Section, any amendment or modification to this Agreement purporting to bind Valimail must be in a writing signed by Valimail.

7.9. Entire Agreement. This Agreement constitute the entire agreement and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter hereof.

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