

Valid from 1 May 2005

1 General

1.1 This Agreement has been drawn up between Trillian AB ("Trillian"), registered no. 556623-6534, and the individual or legal entity ("Client") using SpamDrain (the "Service").

1.2 Trillian is the provider of the SpamDrain service which aims to stop unsolicited electronic mail (spam) and email-borne viruses before they reach the user's computer. Details of how SpamDrain works and the functions it offers can be found on the SpamDrain website, www.spamdrain.net (the "Website").

1.3 The Service is used by the Client, and by users registered by the Client ("User"/"Users").

2 Client responsibilities

2.1 The Client is responsible for ensuring that the details the Client and any related Users submit in connection with use of the Service are true and correct. The Client is responsible for all usage involving the user names and passwords of the Client and any related Users.

2.2 The Client is responsible for ensuring that user names and passwords are kept securely protected to prevent use by unauthorised parties.

2.3 The Client is responsible for ensuring that Users examine blocked messages. Users examine blocked messages by logging into the Website and going to the Archive.

2.4 Users use the Archive to retrieve wanted messages that have been blocked and use the Approved Messages page to report spam that has not been blocked. Users agree to use these functions in such a way as not to cause any damage to the Service. Such damage includes, but is not restricted to, reduced accuracy in filtering caused by wrongly reported messages. Trillian has the right, without notice, to suspend a Client and any related Users if Trillian considers that such damage has been caused by the Client or its Users.

2.5 The Client is responsible for ensuring that Users empty their archives of blocked email. Trillian has the right to block the Client's email access account if there is insufficient storage space.

2.6 Trillian has the right, regularly and without notice, to automatically delete messages that are filtered and stored with SpamDrain for longer than the period specified in the subscription terms.

3 Client details

3.1 The Client is aware and consents to any personal details submitted in connection with use of the Service being used by Trillian.

3.2 The personal details will be used in accordance with the Swedish Personal Data Act (*Personuppgiftslagen, 1998:204*) and to the extent required for administration and fulfilment of this Agreement. Client details may also be used as a basis for e.g. marketing, market analysis and client analysis.

3.3 The Client's email and email account details will be handled by Trillian in the strictest confidence. Trillian hereby agrees not to divulge these details to any third party and not to analyse the data without the consent of the Client.

3.4 The Client is aware and consents to anonymous statistics based on the results of Client email management being compiled. These statistics will be used by Trillian to improve the Service and report statistics in diagram form on the Website. The statistics will be used exclusively by Trillian.

3.5 Trillian will *not* keep statistics relating to:

- the content of messages (archived or approved) that pass through the Service
- user names or passwords.
- other information regarding the User's email account.

4 Use of the Service

4.1 The Client is aware and consents to Client email messages passing through and being temporarily stored on servers belonging to Trillian, from which the Client and any related Users retrieve their email.

4.2 Messages deemed by the Service to constitute spam will be stored for a longer period until the User deletes the message or the message is automatically deleted in accordance with Section 2.6 above.

4.3 For messages deemed by the Service to constitute Approved Messages only limited information is stored, such as subject, date and sender. For automatic improvement of the Service, certain information on Approved Messages is also stored, in a way that ensures it is impossible to recreate the content of the original message. This information is automatically deleted after

a certain period of time in accordance with Section 2.6 above.

4.3 Trillian has the right, subject to Client approval, to view and analyse the content of filtered messages for the purpose of rectifying problems or improving the Service.

5 Payment

5.1 The Client is obliged to pay fees in accordance with the Special Terms & Conditions for the Service and as stated in the applicable price lists supplied by Trillian on the Website.

5.2 Trillian has the right to suspend the Service until full payment has been received. The Client is not exempt from paying the fees during the suspension period.

6 Suspension and cancellation

6.1 Trillian has the right with immediate effect and until further notice to suspend the Service for a Client and all related Users if the Client or the Client's Users act in contravention of this Agreement or in any other way abuse the Service. To the extent that suspension occurs during an ongoing subscription period, the Client is not exempt from payment during the suspension period. If no reasonable grounds for cancelling the Service exist, Trillian shall reactivate the Service as soon as the Client's actions in contravention of the Agreement cease.

7 Revisions

7.1 These terms and conditions apply until further notice. Any revisions or price changes shall be notified by Trillian no later than one month in advance.

7.2 If a revision as stipulated above constitutes a considerable disadvantage for the Client, the Client has the right to cancel the Service in writing with 14 days' notice starting from the day the revision comes into force at the earliest. The Client is deemed to have accepted the revision if the Service is used after the revision has come into force.

8 Service and maintenance

8.1 Trillian aims to supply the Service continually with as high a level of quality as possible and to constantly keep the systems used by the Service up to date. Trillian and its business partners therefore perform maintenance on the Service and any related hardware and software. In the event of such maintenance, which generally takes place outside of standard office hours, Trillian reserves the right to stop providing the Service. In the event of more than six (6) hours of down time, Trillian shall inform the Client by email and via a message on the Website.

8.2 Trillian provides support for the Service to the extent specified in the Special Terms & Conditions for the Service. Above and beyond the specifications in the Special Terms & Conditions, Trillian has no obligation to provide support for the Service.

9 Limitation of liability

9.1 Under no circumstances shall Trillian or any of its employees, business partners or contractors be held liable for any form of damage, whether direct, special, indirect or consequential damage that may arise in connection with use of the Service, including but not restricted to wrongful classification of messages, failure to download messages from the User's email account or loss of messages.

10 Service interruptions

10.1 Should a fault or interruption occur in the Service, Trillian shall action the interruption within a reasonable amount of time from the point at which the Client reports the fault. Trillian generally initiates remedial measures within forty-eight (48) hours of a fault report.

10.2 Trillian has no obligation to remedy Service interruptions due to circumstances beyond Trillian's control. Such circumstances include, but are not restricted to, faults or interruptions in the Client's email server or equipment, faults or interruptions at Trillian's subcontractors, lightning strike, natural disaster, war or industrial action.

10.3 Should Trillian after receiving a fault report from the Client action a fault owing to the Client or any circumstance on the side of the Client, the Client is liable to remunerate Trillian for any work and other costs in accordance with Trillian's current price list.