

Terms of Service

Websites owned by Inbox.com AS offer email services and other related services, collectively referred to as the “Service”.

The Service is owned in its entirety by Inbox.com AS (“the Company”, “we” or “us”). The Company is registered and located in Norway, with organization number/registry code 920 243 347.

By using the Service, you agree to the following terms and conditions (the “Agreement” or the “Terms of Service”). These terms of service govern the use of the Service.

1. General

This Agreement was originally written in English; and has been translated into other languages for your convenience. In the event of any inconsistencies between the original version and a translated version, the original (English) version shall prevail: <https://www.inbox.com/terms-of-service>

2. Changes to the Service and Terms of Service

The Service is subject to change at any time without prior notice. We shall also notify You of the changes made to this Agreement within reasonable time via email and our websites. The Company will try to keep all components, on which the Service is based, up to date, in order to increase the service quality and security. Nevertheless, we do not guarantee that all such components will always be up to date.

This Agreement can be changed from time to time. By continuing to use the Service, you agree to the latest version of the Agreement, and we therefore recommend that you regularly check for updates. Changes to this agreement that we categorize as critical will be notified by email through the Service.

3. Registration and use of the Service

The Service is a service for receiving, reading and sending emails, and is intended for use by persons over the age of 18. By using the Service You confirm that you are 18 years old or older. You can access the Service via an updated third-party email program/app that supports the latest versions of IMAP/SMTP, or you can use our webmail through a browser. We strive to make the Service available through the most recent versions of commonly used operating systems, email programs/apps, and browsers. We recommend that you keep all your devices and systems up to date, as this will normally improve the availability and security for the Service.

The available storage space for your mailbox is shown in the webmail. When the mailbox is full, incoming and outgoing emails may be rejected (not delivered).

When sending emails via an email program or app (such as Outlook), you must use authentication with a username (your email address) and password. Emails that are attempted to be sent without such authentication may be rejected.

Please note that any use of third party applications (such as a mobile app or computer program) and devices (such as a computer or a phone) is your own responsibility, and we are not responsible for any behavior, features, or contents on such third party applications and devices. Please also note that third party applications and devices may have their own terms of use and privacy policies, which you are fully responsible to follow.

We encourage you to check all folders including “Trash” and “Spam” folders regularly to see if any emails have been mistakenly placed in the wrong folder. Emails located in folders for deleted or unwanted content (such as “Spam”) may be permanently deleted from the system without warning.

We are not responsible for any products/services that you use or purchase by using an email address from the Service as your contact address.

You are fully responsible for all messages sent through your email account on the Service.

The Service shall not be used for:

- Activities that are prohibited by law;
- Sending or storing content that is illegal, infringes copyright, or could reasonably be considered as harmful, threatening, violent, harassing, defamatory or invasive of another person’s privacy;
- Sending viruses or other malicious software;
- Sending spam / junk emails or bulk emails that have not explicitly been accepted by the recipient in advance and triggered by an action by the recipient;
- Sending emails that asserts to be or appears to be sent by someone else;
- Interfere with or disrupt the Service or associated services or networks.

Any violation of these rules, other terms of this Agreement, or other law, may result in restricted access, closure, or deletion of your email account and/or subscription. The Company may claim compensation for any damages resulting from a breach of this Agreement.

The Company cannot guarantee that emails sent to or from the Service reach the addressee or intended recipient.

You are responsible for keeping backups of important information, such as your emails and contact data. We strive to ensure that information stored on our servers are securely stored and inaccessible for third parties. Yet, we do not make any such guarantees. Under normal circumstances, our goal is to have rolling back-ups of your mailbox at least 14 days back in time.

You are responsible for using a secure password to access your email account. The password should be unique for the Service and have sufficient length, content

and variety of character types to make it difficult for outsiders to guess. You should never use a password on your email account that is the same as, or similar to, a password you are using or have used elsewhere. Your password should never be shared with any third party, being a company or a person. If you suspect that the password may have become known to a third party, you must change the password immediately. This can be done in the webmail by clicking on “Settings” and then “Password”.

You are responsible for checking your mailbox at the Service for important messages and updates regarding the Service from us at least once per week, as we use this email address for important communications.

You agree that the Company can use and alter information in your mailbox or email account if this is deemed as necessary to protect the Service, the Company, our customers, or other users from harm or loss. One such example can be the removal of a harmful email that has been sent to your mailbox without being stopped by our spam filter.

If you come into possession of information about the Company or other users, which is not intended for you, you are obliged to delete such information and notify us immediately. Any attempt to gain unauthorized access to our network, servers, or systems is not permitted. To ensure stability and accessibility of our services, the Service has certain restrictions of usage. E.g. this applies to the number of emails you can send and which IP addresses we accept logins from.

4. Subscription

The Service is a paid email service and you must have an active subscription to access the Service. To use the Service you must first choose your subscription period. You will pre-pay for the Service based on the subscription period you have chosen. The same period of subscription is applied when when your subscription is automatically renewed. You can find the current price of the Service under “My account” in the webmail. The invoices for the Service are sent to your email address on the Service. Where required by law, you can request a copy of the invoice sent to your postal address by informing our Support Team. We may from time to time change the price for the subscriptions. Any price changes will be communicated to you in advance on reasonable notice to your email address on the Service. Price changes will take effect at the start of the next subscription period following the date of the price change. If you do not agree to a price change, you can reject it by unsubscribing from the Service before the price change goes into effect. If you cancel your subscription, the Service will no longer be provided to you after your pre-paid subscription period ends. You are responsible for updating payment information and ensuring that payments for use of the Service is approved. The subscription is prepaid and automatically renewed unless you have cancelled your subscription.

The Service is paid for automatically by using the payment information provided by you. To make changes to your subscription, you must log in to the webmail

via a PC and click on “My account”.

You can deactivate/cancel your subscription at any time under “My account”. If you cancel your subscription, your email account will be closed after the end of the period for which you have prepaid.

Lack of an active subscription or lack of successful renewal/payment is considered a cancellation of your subscription. After the expiration date, the email account will be closed, and it will not be possible to use the Service, including automatic replies. We do not offer email forwarding neither during nor after the end of your subscription.

90 days after the email account has been closed, the email account and mailbox, including all emails and other information in the mailbox, will be permanently deleted. Please note that mailbox backups may still exist on our servers up to 60 days after this deletion. You may request a quicker removal by contacting our support team from the email address in question before the email account is closed. After this, it will not be possible to restore contents from your mailbox.

12 months after the email account was closed, it will be possible (for anyone) to create a new email account with the same username/email address. During the 12-month quarantine period, this will not be possible.

When an email account is closed, any alias addresses are also being discontinued.

5. Privacy Statement

We collect personal data relating to the use of the Service by the customers with utmost care and in accordance with relevant data protection regulations, including GDPR. We collect user data to improve the Service by storing cookies and other data tracking files on your device. To learn more about the use of cookies and data collected by Us, please see our Privacy Statement.

By using our services, you also accept our Privacy Statement.

6. Limited warranties and liability

You understand and agree that the Service is provided “as is” and “as available” without express or implied warranty of any kind, and you agree not to hold the Company responsible or to seek compensation for a) any loss or damage (including indirect, incidental, special, punitive or exemplary); b) loss of use; c) loss of data; d) loss of business or profits; or e) damage to device; that may arise as a result of errors on the Service or from using the Service.

We are not liable for any loss of damage suffered by you under a breach of contract and shall not be obliged to compensate you for any loss of income, business interruption, loss of profit or other similar losses, unless our actions are deemed culpable (intentional or through gross negligence). The Company does

not guarantee availability or reliability of the Service, or the security of the data stored in your mailbox.

We do not warrant that the Service is free of malware or other harmful components, and we do not assume any responsibility for any third party applications or devices used to access the Service.

Furthermore, you will not hold the Company liable or seek damages based on data being exposed or released, e.g. due to a security breach.

Any aggregate liability for all claims relating to the Service cannot exceed the amounts paid by you to the Company during the last 12 months in question.

We may make improvements and changes to the Service at any time without notice. The Company may, at its sole discretion, terminate the Service. However, a planned full termination of the Service must be notified at least 30 days in advance.

No advice or information given by us outside of this Agreement shall create any warranty on our behalf.

If you are a consumer (natural person) we are not liable for any damages suffered by you, unless the death or damage to your health were caused to you as the party of this agreement or Our actions are deemed culpable (intention or gross negligence).

If you are not a consumer you agree that your sole and exclusive remedy for any problems with the Service is to stop using the Service and cancel your subscription. This means that your only legal remedy is the cancellation of the Agreement and Service.

This Agreement applies to the fullest extent permitted by applicable law, and does not affect your statutory rights as a consumer.

7. Indemnification

You agree to indemnify and hold the Company harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of or related to: 1) your breach of this Agreement; 2) any activity in which you engage on or through the Service; and 3) your violation of any law or obligation in this Agreement.

8. Entire agreement, severability, and interpretation

Other than as stated in this Agreement or as explicitly agreed upon in writing between you and us, this Agreement constitute all the terms and conditions agreed upon between you and the Company. This Agreement supersedes any prior agreements regarding use of the Service, whether written or oral.

If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision hereof. Any failure by the Company to enforce this Agreements or any provision thereof shall not waive our right to do so.

9. Assignment

The Company may assign this Agreement, and any of its rights under this Agreement, in whole or in part, and the Company may delegate any of its obligations under this Agreement. You may not assign this Agreement, in whole or in part, nor transfer your rights under this Agreement, to any third party.

10. Class action waiver

Where permitted under the applicable law, you and the Company agree that each may bring claims against the other party only in your or its individual capacity and not as a plaintiff or class member in any purported class or representative action. Unless both you and the Company agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

11. Governing law / judicial body

Unless otherwise required by a mandatory law of another jurisdiction, this Agreement (and any non-contractual disputes/claims arising out of or in connection with it) are subject to Norwegian law, and Norwegian courts shall (to the extent possible with applicable law) have exclusive jurisdiction to resolve any disputes relating to this Agreement or the Service. The Oslo District Court shall be the venue.

If otherwise required by a mandatory law of another jurisdiction, the applicable law will be without regard to choice or conflicts of law principles.

If you have any questions about this Agreement, please feel free to contact our Support team ([link at the bottom of this webpage](#)).

Valid from: 3 October 2023 (see previous version [here](#))