

# Gold Comet End User License Agreement

By using the GoldComet.com and Gold Comet.net web sites and making use of Gold Comet, a service offered by BAIMMT LLC DBA Gold Comet ("the Company"), you are agreeing to be bound by the following Terms and Conditions. These Terms and Conditions cover all present and future features offered by your Gold Comet account, individually and collectively referred to as the "Service".

You are agreeing to these Terms and Conditions on behalf of a company or another legal entity, you represent that you have the authority to bind such entity, its affiliates and all users who access the Service through your account to these Terms and Conditions. In the absence of such an authority, you may not use the Service.

## Users of the Service

This Service is provided Company under a sales agreement or to individuals who are at least 18 years of age.

When this Service is provided to individuals it is exclusively to persons. Accounts registered by "bots" or automated methods are not authorized and will be terminated.

Each user or their employer is solely responsible for all of his or her messages sent through the Service.

## Use of the Service

You agree to not use this Service for any unlawful or prohibited activities. You also agree to not disrupt the Gold Comet networks and servers.

You further agree to not use Gold Comet to send Spam, junk mail, bulk emails or mailing list emails that contain persons that have not specifically agreed to be included on that list. Any account found to be sending the aforementioned type of emails will be immediately suspended.

For the purpose of these Terms and Conditions, Spam shall refer to irrelevant or unsolicited messages sent over the internet, typically to large numbers of users, for the purposes of advertising, phishing, spreading malware or virus ("Spam").

Having multiple accounts is an acceptable use of the service, as long as it is done in a proportionate and reasonable way. The Company reserves the right to take action against any account which it considers abusive in that regard (such is the case notably of bulk sign-ups or a large number of accounts created by a single organization or individual).

Trading or selling a Gold Comet account to a third party is prohibited unless you have a reseller agreement with Gold Comet, and the Company reserves the right to suspend infringing accounts.

We may also terminate accounts which are being used for illegal activity, particularly in response to court orders from the competent authorities informing us of such illegal activity.

The Company has no obligation to store or forward the contents of terminated accounts. We also have no obligation to store messages for accounts that are over their storage quotas. Due to the encrypted nature of the Service, you acknowledge that the Company has no ability or obligation to recover your data if you forget or misplace your decryption passphrase.

## **Limited Warranties and Liability**

The Company cannot make any warranty about the reliability of the Service or guarantee the security of user data despite best efforts. The Service is provided “as is” and you agree to not hold the Company responsible nor to seek indemnification for any damages that may arise as a result of the loss of use, data, or profits connected to the performance of the Service or failure in such performance.

Furthermore, you will not hold the Company liable or seek indemnification if confidential material is unintentionally released as the result of a security failure or vulnerability in the performance of the Service.

**We may make improvements and changes to the Service at any time without notice. The Company may at its sole discretion, terminate service without cause or notice.**

## **Service Level Agreement (SLA)**

For Gold Comet users, the Company aims to provide Service availability of 99.90% or better.

Some performance issues are excluded from downtime calculations, such as:

- Issues caused by factors outside of the Company’s reasonable control.
- Issues that resulted from any actions or inaction by a user or a third-party.
- Issues that resulted from the user's equipment and/or third-party equipment (not within the primary control of the Company). For the avoidance of any doubt, the Company does not provide any internet or network services and any performance issues related to that type of services shall be deemed not in the primary control of the Company.
- Issues that arise from the Company’s suspension or termination of rights to use the Service in accordance with our Terms of Service.
- Downtime caused by reasonable scheduled maintenance that is announced in advance.

## **Indemnification**

You agree that the Company, and any parents, subsidiaries, officers, employees, or third-party contractors cannot be held responsible for any third-party claim, demand, or damages, including reasonable attorneys' fees, arising out of your use of this Service.

## Privacy

Our Privacy Policy ([ADD web Site here](#)) explains the way we handle and protect your personal data and privacy in relation to your use of the Service and your use of the goldcomet.com and goldcomet.net web sites. By agreeing to the present End User License Agreement and to be able to use the Service, you also agree to our Privacy Policy (add link).

To the extent that Gold Comet processes any personal data that may be subjected to Data Protection Regulation (DPR), on the user's behalf, in the provision of the Service, the terms of the Gold Comet Data Processing Agreement ([ADD web Site here](#)), which are hereby incorporated by reference, shall apply.

### Disclosure of personal information and account data

Under normal circumstances, we do not and will **not ever** disclose personal information and account data to anyone other than the owner of an account. We will always attempt to authenticate any requests that require the disclosure of personal information and account data to ensure they come from the account owner. If we are unable to successfully authenticate a request, we will **not** disclose any personal information or account data.

We will only disclose personal information and account data in the following circumstances:

1. If we receive an order enforceable under the laws of the United States, compelling us to disclose personal information and account data for a **specific user account**. The records we disclose may include data in an unencrypted format. Because such orders generally state that we are not permitted to disclose the existence of the order to a user, we will not disclose to any user the existence, or nonexistence, of any order we may have received.
2. Where there are exigent circumstances, such as where the safety or well-being of an individual or individuals is in imminent danger, and we believe in good faith that the disclosure of personal information and account data is reasonably necessary to protect against such harm, we will disclose the records. This may include but is not limited to the welfare of a child, or an act of terrorism.
3. We comply with **18 U.S.C. § 2258A- Reporting requirements of providers**. This means that should we become aware of a user that is using the Gold Comet service for the transmission or storage of Internet child pornography, we are required to report this to the appropriate authorities and preserve the records in the user's account. As a result of this notification, we may receive an order enforceable requiring the disclosure of personal information or account data.

## **For U.S. Government End Users**

The Application and related documentation are "Commercial Items", as that term is defined under 48 C.F.R. Â§2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used under 48 C.F.R. Â§12.212 or 48 C.F.R. Â§227.7202, as applicable. In accordance with 48 C.F.R. Â§12.212 or 48 C.F.R. Â§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

### **Advertising**

We do not use any third-party advertising providers on our website.

### **Content analysis**

We **do not analyze** your email for the purpose of displaying advertisements. Our spam filters analyze email for the purpose of preventing spam, viruses, and abuse.

### **Access to your personal data**

We only collect personal information from users that is relevant to the purposes outlined above. We take reasonable steps to ensure that the personal information we collect is reliable, accurate, and complete. Customers have the ability to view their personal information and to request that it be corrected. (move to Privacy Policy)

## **Terms of Payment**

Due to their nature, the paid Services provided by the Company are generally non-refundable and any refunds or credits given will be at the sole discretion of the Company. Paid accounts which are terminated due to a violation of these Terms and Conditions will incur the loss of all payments and credits and are not eligible for refund.

If the Company chooses to issue a refund for any reason, the Company is only obligated to refund in the original currency of payment. If you request a credit balance to be converted between different currencies which the Company supports, the Company has discretion over the exchange rate applied.

The Company has the right to discontinue service immediately if a fraudulent payment is detected, such as the use of a stolen credit card, and such cases may be further referred to the competent authorities.

You authorize the Company, along with the payment company of record, to charge any credit card supplied on a monthly or annually re-occurring basis. Credit balances will also automatically be deducted on a monthly or annual basis. You are responsible for keeping card information up to date.

If you fail to fulfill your obligation of payment as a user of a paid account, we may suspend your account or delete it after an extended period of default (i.e., such as over 90 days).

If you rely on dispute or chargeback mechanisms of third-party payment processors and the result of that mechanism causes the Company to be liable for an amount exceeding the price paid for the service (e.g. dispute fee), you authorize the Company to charge that amount on your account.

## **Modification to Terms of Service**

Within the limits of applicable law, the Company reserves the right to review and change this agreement at any time. You are responsible for regularly reviewing these Terms and Conditions. Continued use of the Service after such changes shall constitute your consent to such changes.

## **Contact Information**

If you have any questions about this Agreement, please contact us at [questions@goldcomet.com](mailto:questions@goldcomet.com)

For questions regarding your existing Gold Comet Messaging account, please contact us at [customer\\_support@goldcomet.com](mailto:customer_support@goldcomet.com).