

Terms and Conditions

The following terms and conditions govern all use of the website and content, services and products available at or through the website (taken together, the “Platform”). The Platform is owned and operated by PowerDMARC. The Platform is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, PowerDMARC’s Privacy Policy) and procedures that may be published from time to time on this Platform by PowerDMARC (collectively, the “Agreement”).

Please read this Agreement carefully before accessing or using the Platform. By accessing or using any part of the Platform, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Platform or use any services. If these terms and conditions are considered an offer by PowerDMARC, acceptance is expressly limited to these terms. The Platform is available only to individuals who are at least 13 years old.

Your account

If you create an account on the Platform, you are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account. You must not describe or assign keywords to your account in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others, and we may change or remove any description or keyword that it considers inappropriate or unlawful, or otherwise likely to cause us liability. You must immediately notify us of any unauthorized uses of your account, your account or any other breaches of security. We will not be liable for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions.

Responsibility of Contributors

If you operate an account, post material to the Platform, post links on the Platform, or otherwise make (or allow any third party to make) material available by means of the Platform (any such material, “Content”), You are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that:

the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;

you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;

the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;

the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);

the Content is not pornographic, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;

your account is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and websites, and similar unsolicited promotional methods;

your account is not named in a manner that misleads your readers into thinking that you are another person or company. For example, your account's URL or name is not the name of a person other than yourself or company other than your own; and

you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by us or otherwise.

By submitting Content to us for inclusion on your account, you grant us a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing and promoting your account. If you delete Content, we will use reasonable efforts to remove it from the Platform, but you acknowledge that caching or references to the Content may not be made immediately unavailable. Without limiting any of those representations or warranties, we have the right (though not the obligation) to, in our sole discretion (i) refuse or remove any content that, in our reasonable opinion, violates any of our policies or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Platform to any individual or entity for any reason, in our sole discretion. We will have no obligation to provide a refund of any amounts previously paid.

Payment and Renewal

General Terms

Paid services are available on the Platform (any such services, a "Plan"). By selecting a Plan you agree to pay us the monthly or annual subscription fees indicated for that service. Payments will be charged on a pre-pay basis on the day you sign up for a Plan and will cover the use of that service for a monthly or annual subscription period as indicated. Plan fees are not refundable.

Automatic Renewal

Unless you notify us before the end of the applicable subscription period that you want to cancel a Plan, your Plan subscription will automatically renew and you authorize us to collect the then-applicable annual or monthly subscription fee for such Plan (as well as any taxes) using



any credit card or other payment mechanism we have on record for you. Your Plan can be canceled at any time by contacting support@powerdmarc.com

Service Plan

Fees and Payment. By signing up for a Plan, you agree to pay us the subscription fees indicated on our Pricing page in exchange for the services listed on the same page. Applicable fees will be invoiced starting from the day your Plan is established and in advance of using such services. We reserve the right to change the payment terms and fees upon thirty (30) days prior written notice to you. Plans can be canceled by you at any time on 30 days written notice.

Support. Plan includes access to email support. "Email support" means the ability to make requests for technical support assistance by email at any time (with reasonable efforts by us to respond within three business days) concerning the use of the Platform. All email support will be provided in accordance with our standard practices, procedures and policies.