

FORFRONT LTD

Terms and Conditions of Service for e-shot™

Revision 11.2 February 2025

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1. Introduction

- 1.1. Forfront Ltd provides software as a service (SaaS) used by its clients over the internet. e-shot™ is a SaaS solution which enables its clients to create messages, manage their subscribers (contact lists) and send personalised messages to their subscribers through an online platform.
- 1.2. Contracts for provision of the Services (as defined in paragraph 2 below) can be by way of an Annual Plan or by way of One Month Rolling Plan (as defined in Appendices 1 to 3). The duration and periods of notice for termination of the Plans are set out in Appendices 1 to 3.

2. Interpretation and Definitions

- 2.1. In these terms and conditions, unless the context requires otherwise, the following words shall have the following meanings:

"Client" or **"You"** means the person, firm, company, or organisation that has requested any Services and purchased these Services from Us.

"Conditions" means the standard terms and conditions of service set out herein.

"Contract" means any contract for the provision of the Services and includes these Conditions.

"We", **"Our"** or **"Us"** means Forfront Limited, a company registered in England and Wales with company number 3643637 whose registered office is situated at Paternoster House, 65 St Paul's Churchyard, London EC4M 8AB, and whose trading address is Global House, Ashley Avenue, Epsom KT18 5AD.

"Data" means the personal data provided to Us and updated from time to time by You (which may include sensitive personal data).

"IPR" means any and all Intellectual Property Rights including without limit any and all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

"Netiquette" means generally accepted standards for use of the Internet such as, but not limited to, sending bulk unsolicited email, mail bombing, misrepresenting that You have third party authorisation and impersonating another person.

"Parties" is a reference to both Us and You.

"Fair Usage Policy" means that any e-shot™ contract which has "Unlimited" send limit is subject to a fair usage policy to protect other customers and ensure a fair and sustainable service to all clients. The Fair Usage Policy acceptable limit unless otherwise specified is restricted to twenty times the number of contacts paid for.

"Passcodes" means those words notified to You by Us which control your access to some of the Services including without limit your usernames, passwords, and API keys.

"Index" means four percent (4%).

"**RPI**" means Retail Price Index over 12 months from January to December of the previous year.

"**Quote**" means the quote submitted by Us to You, and accepted by You, in relation to the relevant Contract.

"**Servers**" means the computer servers used to provide the Services.

"**Services**" means any services supplied or to be supplied by Forfront (which may include without limit Subscription service, hosting, email delivery, consultancy) as described in the Quote issued by Us or as may be agreed from time to time; and

"**Site**" means any Internet website or platform operated by Us (including without limit www.forfront.com, www.forfront.net, www.e-shot.net, console.e-shot.net, etc.).

"**Data Protection Legislation**" means:

- i) All data protection legislation and regulations applicable to Your processing of Data under the Agreement in jurisdictions where You operate or where the Data is used, including, where applicable, UK Data Protection Legislation, EU Data Protection Legislation and Non-EU Data Protection Legislation; and
 - ii) UK Data Protection Legislation means The Data Protection Act 2018 (DPA) and The Privacy and Electronic Communications Regulations 2003 (PECR) and any other applicable legislation within the relevant jurisdiction; and
 - iii) EU Data Protection Legislation means The General Data Protection Regulation 2018 (GDPR) and any other applicable legislation within the relevant jurisdiction; and
 - iv) Non-EU Data Protection Legislation means the California Consumer Privacy Act ("CCPA"); the Canadian Personal Information Protection and Electronic Documents Act ("PIPEDA"); and the Brazilian General Data Protection Law ("LGPD"), Federal Law no. 13,709/2018 and any other applicable legislation within the relevant jurisdiction.
- 2.2. Clause, Appendix, and paragraph headings shall not affect the interpretation of this agreement.
- 2.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.4. A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.
- 2.5. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, include the singular.
- 2.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 2.7. A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time.
- 2.8. A reference to "writing" or "written" includes electronic communications such as emails.
- 2.9. References to clauses and Appendices are to the clauses and Appendices of this agreement and references to paragraphs are to paragraphs of the relevant Appendix.

3. Acceptance of Terms

- 3.1. The Conditions set out the terms on which We provide You with the Services. The Conditions shall apply to, and be integrated into, all Contracts and by using the Services You accept the Conditions.
- 3.2. All other terms and conditions (other than those which are agreed in writing between Us) are excluded to the fullest extent permitted by law.
- 3.3. We reserve the right to review and revise the Conditions from time to time without prior notice.
- 3.4. Subject to clause 3.3, continued use of the Services following any revision of the Conditions is deemed to be acceptance of the modifications or amendments to the Conditions and You agree to be bound by such changes.

4. Security

- 4.1. You are solely responsible for maintaining the security and proper use of all Passcodes. You must take all necessary measures to ensure Passcodes remain confidential, are used appropriately, and are not disclosed to unauthorised individuals. If You suspect that a Passcode has been compromised, disclosed to an unauthorised party, is being misused, or if there has been any other breach of security, You must inform Us immediately.
- 4.2. We accept no liability for any loss of confidentiality or damages resulting from your failure to comply with these Conditions. You are fully responsible for all activities and charges incurred under your Passcodes, regardless of whether they were authorised by you.
- 4.3. If You forget your Passcode, You may reset it through the relevant settings section in the platform where applicable. Alternatively, You may contact Us, and subject to completing the required security checks, a new Passcode will be provided to restore access to the Services. You may update your Passcode or registration details at any time through the platform or by contacting Us.

5. The Services

- 5.1. The Services shall be as described in the Quote and any additional materials provided by Us to You from time to time. We reserve the right to amend, improve, correct, discontinue, suspend, or permanently modify the Services (or any part thereof) at any time, with or without notice. You acknowledge and agree that We shall not be liable to You or any third party for any such changes, suspension, or discontinuation. In the event of a temporary suspension, We will make reasonable efforts to restore the Services as promptly as practicable.
- 5.2. We shall use Our reasonable endeavours to ensure that the Servers and the Data contained therein are safeguarded from damage, accident, fire, theft, and unauthorised use.

6. Obligations of the Client

The Client agrees that it shall:

- 6.1. Immediately notify Us if it becomes aware of any unauthorised use of all or any of the Services and/or Servers.

- 6.2. You must not use the Services and/or Servers for any unlawful purpose or to publish, link to, distribute, or display any material that is unlawful. This includes, without limitation, pirated software or material that is obscene, pornographic, threatening, malicious, harmful, abusive, harassing, tortious, indecent, libellous, menacing, defamatory, or that infringes any third-party rights (including, but not limited to, IPR). You must also not use the Services and/or Servers for any activity that encourages criminal acts or contains viruses, worms, Trojan horses, or other harmful code. These restrictions apply under English law, the Client's local laws and regulations, and the laws of any jurisdiction where the material or its effects may be accessed.
- 6.3. You must not use the Services and/or Servers in a manner that infringes the rights of others, including, but not limited to, intellectual property rights (IPR) related to images and photographs. You may only upload photos that You have personally taken, images or artwork that You have created, or content such as your business's logo. Additionally, You should ensure that any uploaded content is appropriate and unlikely to offend your recipients.
- 6.4. You must not use the Services and/or Servers to publish, link to, issue, or display any material that, at Our sole discretion, could harm Us, any of Our clients, or Our reputation, or that could undermine or cast doubt on any actions taken by Us on Your behalf.
- 6.5. You must not use the Services and/or Servers in a manner that violates accepted Netiquette standards, including but not limited to practices promoting respectful, lawful, and ethical use of online resources and communication.
- 6.6. You must ensure that You have obtained all necessary consents, permissions, and licences required to use the Services, including, without limitation, compliance with registration obligations under applicable Data Protection Legislation.
- 6.7. You must not disclose or provide any technical or other information obtained from Us and/or relating to the Services or the Contract to any person, company, firm, or government if You know or reasonably ought to know that such disclosure may directly or indirectly result in a breach of any applicable English law or regulation.
- 6.8. You must not, in violation of good Netiquette practices, use any third-party service (including, without limitation, an Internet website or email) to publish, link to, issue, or display any material that references a website maintained by Us or any other services We offer from time to time.
- 6.9. We monitor the content of emails created by the Client and may, at Our discretion, suspend the Service immediately and without notice if, in Our reasonable opinion, the Client is in breach of any clause in these terms and conditions. In such cases, no refund of the Charges will be made to the Client. We accept no responsibility or liability for any direct or indirect loss or damage arising from this clause.
- 6.10. Ensure that all material or data uploaded to Our Servers by the Client is thoroughly checked for viruses, Trojans, worms, logic bombs, or any other harmful code.
- 6.11. Maintain backups of all Data hosted by Us, including any data stored on lists operated by the Client.
- 6.12. Keep its password and other access details for the Services confidential and restrict access to only those staff members who need to know such details. The Client shall ensure that all

such staff are aware of the confidential nature of this information and handle it accordingly. The Client must notify Us immediately if it believes such information is no longer confidential. The Client is solely responsible for all activities that occur under its password or account. The Client shall not allow any unauthorized person to access the Services in a manner that would breach these Terms.

- 6.13. Promptly notify Us of any changes to its communication address. The Client acknowledges that We shall not be liable for any costs, damages, or losses the Client may suffer or incur due to failure to notify Us of such changes.
- 6.14. The Client shall not reverse engineer, decode, or disassemble any software provided by Us in connection with the Services. The Client acknowledges that, in order to make proper use of the Services, it possesses a basic understanding of how the Internet functions and what types of use are acceptable. The Client further acknowledges that We have no obligation to:
- (a) manipulate any material posted on any website operated by the Client or any communication issued or sent in connection with the Services; or
 - (b) validate or vet such material for usability, legality, content, or correctness.

7. Prohibited Use

- 7.1. You shall not send emails with an invalid "From:" or "Reply-to:" address. All messages sent to Your list must contain valid email addresses, and You must respond to all replies from members of Your list, including unsubscribe requests. Every list message must include clear opt-out (unsubscribe) instructions to allow members to remove themselves from the list. You must not refuse or ignore opt-out requests. List owners should respond to manual removal requests from members promptly and courteously. You may not use the Services for one-time mailings to a list that is substantially deleted and replaced with a new list. Your list must be static and permanent, with members being added or deleted, or subscribing or unsubscribing, in the normal course of use.
- 7.2. You may not use the Services to send unsolicited emails ("spam"), whether commercial or non-commercial. Your emails will be considered unsolicited if the membership addresses are not based on consent or other lawful grounds as described in [APPENDIX 6 – GDPR at a glance](#): or The [ICO lawful-basis-for-processing](#). If your email addresses were obtained through harvesting or any other method that violates the ICO lawful-basis-for-processing or applicable laws in the relevant jurisdiction, those emails will be considered unsolicited ("spam"). If We receive complaints that You are sending unsolicited emails, We may, at Our sole discretion, suspend Your Service while You reconfirm the membership of Your entire email list. There will be no reduction or refund of fees during the suspension period. We may conduct this reconfirmation in any manner We deem reasonable, including, but not limited to, sending an email to all Your list members requiring confirmation of their wish to remain subscribed.
- 7.3. If We determine, in Our sole discretion, that You have been spamming, in addition to any other rights We may have under these Conditions or applicable law,
- (i) We may take legal action in any court of competent jurisdiction to stop such activity, recognising that such activity may cause irreparable harm to Us, which may not be fully compensated by monetary damages, and

- (ii) We may recover monetary losses caused to Us by such activity, as follows:
- (a) £500 for each item of unsolicited email sent to each separate and identifiable email address in violation of this Rule, which the parties agree is a fair and reasonable estimate of Our losses resulting from such violation; or
 - (b) if We can prove a greater amount of monetary loss, the actual loss suffered by Us as a result of such violation, including, but not limited to, any damages or costs (including legal fees) arising from any claims made against Us due to Your conduct in violation of this Rule. In addition, the Client shall be responsible for all costs incurred by Us in taking such action, including legal fees.

- 7.4. We monitor the content of emails created by the Client and, at Our discretion, may immediately suspend the Services without notice if We reasonably believe that the Client has breached any provisions of the above paragraph 7. In such cases, no refund of payments to Us will be provided. We accept no responsibility or liability to the Client for any direct or indirect loss or damage arising under this paragraph 7.4.
- 7.5. If We receive a direct complaint via letter or email (to our abuse@, postmaster@, or complaints@ mailboxes) regarding an email campaign originating from the Client's account, We may immediately suspend and/or terminate the Client's service for violating any provision of this agreement, with verbal or written notice, which may be provided by voicemail or email. Prior to suspension or termination, We will attempt to work with the Client to resolve any violations and prevent reoccurrence; however, We reserve the right to suspend or terminate the service based on a first offense. There will be no reduction or refund of fees during any suspension period. We also reserve the right to charge fees for managing or handling complaints related to alleged violations of prohibited use.

8. Price

- 8.1. The price for the Services will be confirmed at the time You request Us to provide any of the Services.
- 8.2. Refunds may be issued at Our sole discretion, subject to applicable laws.
- 8.3. We reserve the right to adjust Our prices periodically, except for changes linked to annual indexation. We will notify You at least four (4) to six (6) weeks before the price change takes effect.
- 8.4. If You do not wish to renew at the revised price, You may terminate this Contract by providing Us with written notice within fourteen (14) days of receiving the price change notification. If no such notice is provided, You will be deemed to have accepted the revised pricing.
- 8.5. All prices quoted to the Client for the provision of Services by Us are exclusive of any value added tax for which the Client may be additionally liable at the applicable rate.
- 8.6. Subscription services are primarily based on an advanced annual or monthly payment. However, certain additional services may incur separate charges and, in some cases, may require payment in advance.
- 8.7. The price for Subscription services shall increase each April by the greater of:

(1) the [Index](#), or

(2) the Retail Price Index (RPI) plus 1%.

- 8.8. If there is any dispute or contention regarding payment for the Services, We reserve the right to charge an administration fee of £40 to cover the associated costs.
- 8.9. In the event of an erroneous payment, We reserve the right to charge an administration fee of £25 to cover the costs incurred.

9. Payment

- 9.1. The price and all other amounts due under the Contract shall be paid by the Client in full and in GBP by the specified due date. Clear funds must be received by Us no later than the renewal date of the Service, regardless of the subscription frequency.
- 9.2. Payment shall only be deemed received by Us upon receipt of cleared funds. All payments must be made in full, without any abatement, set-off, or deduction. Timely payment of the Contract price and all other amounts due from the Client under the Contract is of the essence.
- 9.3. Any payments made through a foreign bank or in a foreign currency must be converted and received in full in GBP. Any shortfall resulting from bank charges or currency conversion fees will be considered an underpayment.
- 9.4. You shall be responsible for any and all expenses incurred by Us in the collection of overdue payments. We reserve the right to recover any costs, commissions, or fees, including those incurred through the use of a debt collection agency. Interest will be charged on overdue amounts (both before and after judgment) at an annual rate of 4% above the Bank of England base rate, accruing daily and compounded monthly, until payment is made in full.
- 9.5. **Payment Default and Suspension of Services** - Failure to settle all amounts by the due date may result in the withholding of additional Services, suspension of existing Services, and/or suspension of access to the Services until full payment has been received.

Services That Continue Running During User Access Suspension

During a suspension due to non-payment, certain backend services may remain active for a limited time while access is restricted.

1. Data Retention (Temporary)

- User databases and email lists remain securely stored for a limited period before permanent deletion as per [Account Termination](#) terms.
- Reactivation and data recovery may be possible upon payment of outstanding fees.

2. Pre-Scheduled Campaigns

- Emails scheduled before suspension may still be sent unless explicitly halted.
- Recurrent campaigns will continue to process and send emails.
- Automated series will continue to process.

3. Legal & Compliance Features

- GDPR and data protection compliance mechanisms may still operate in the background, ensuring:
 - Subscribers can still unsubscribe from lists.
 - Complaints or abuse reports can be processed.

4. Custom Domains & DNS Services (Limited Time)

- Custom sending domains may remain active for a short grace period before deregistration.
- Previously issued tracking links may continue to function temporarily.

Services That Will Be Fully Suspended

- **Email Sending** – No new marketing or transactional emails will be sent.
- **List Management** – No ability to add, modify, or export contacts.
- **Reporting & Analytics** – No access to campaign performance metrics.
- **API & Integrations** – Third-party connections will be disabled.
- **Customer Support** – Limited or no assistance until outstanding payments are settled.

9.6. **Reinstatement of Access** - Access to the Services will be reinstated within three (3) business days of receiving full payment of all outstanding amounts, including any applicable late payment fees.

9.7. In the event of early termination, no compensation or refund will be paid for any advanced payments made.

9.8. Monthly payments must be paid by Direct Debit or Continuous Card Authority.

9.9. **Cancellation of Direct Debit Mandate** - If You cancel the Direct Debit mandate without providing Us with prior notice at least 30 days before the next payment due date, We reserve the right to charge an administration fee of £25 to cover the costs associated with the unpaid Direct Debit.

10. Intellectual Property

10.1. Intellectual Property Rights (IPR) - All Intellectual Property Rights (IPR) related to the Services provided by Us shall remain Our exclusive property. All rights to the design, arrangement, text, graphics, software compilations, underlying source code, and all other materials on the Site are reserved to Us or Our licensors.

10.2. Except as expressly stated below, nothing in these Conditions or on the Site shall be construed as granting any licence or right, whether by implication, estoppel, or otherwise, under any copyright or other IPR.

10.3. "Forfront" and all associated names, images, pictures, logos, and icons identifying Forfront or its Services are the property of Forfront in the UK and other jurisdictions. Any other product or company names mentioned in these Conditions or the Quote may be trademarks of their respective owners.

10.4. All Intellectual Property Rights (IPR) related to the Services provided by Us shall remain exclusively Our property. This includes all rights in the design, arrangement, text, graphics,

software compilations, underlying source code, and any other material on the Site, which are reserved to Us or Our licensors.

- 10.5. Unless expressly stated otherwise in these Conditions, nothing on the Site or in these Conditions shall be interpreted as granting any licence or right, whether by implication, estoppel, or otherwise, under any copyright or other IPR.
- 10.6. "Forfront" and all associated names, images, pictures, logos, and icons identifying Forfront or its services are the property of Forfront in the UK and other jurisdictions. Other product and company names mentioned in these Conditions, or the Quote may be trademarks of their respective owners.
- 10.7. The Client shall not make any representation or perform any act that may imply they have any right, title, or interest in the ownership or use of any IPR, except as expressly permitted under the terms of this Contract.
- 10.8. If the Client becomes aware that any person, firm, or company alleges that any IPR is invalid, infringes the rights of a third party, or is otherwise contested, the Client shall immediately provide Us with full details in writing and refrain from making any comments or admissions to third parties regarding the matter.
- 10.9. We shall retain sole control over all proceedings related to the IPR and, at Our discretion, determine the appropriate actions, if any, to address any infringement, alleged infringement, passing off, or other claims or counterclaims concerning the use or registration of the IPR.
- 10.10. The Client shall not initiate any action relating to the IPR in its own name but shall, if requested, fully assist Us in any such proceedings or actions.
- 10.11. If the Client becomes aware that any person, firm, or company alleges that any IPR is invalid, infringes the rights of a third party, or is otherwise contested, the Client shall immediately provide Us with full written details and shall not make any comments or admissions to any third party regarding the matter.

We shall have sole control over all proceedings related to the IPR and shall, at Our discretion, determine the appropriate actions, if any, to address any infringement, alleged infringement, passing off, or other claims or counterclaims concerning the use or registration of the IPR.

The Client shall not be entitled to initiate any action relating to the IPR in its own name but shall, if requested, fully assist Us in any such proceedings or actions.

- 10.12. The obligations relating to the IPR shall remain in full force and effect notwithstanding the termination of the Contract.

11. Data, Data Protection, GDPR

- 11.1. The Client is the Data Controller in respect of any personal data that We process in the course of providing Services. The personal data is derived from data provided by the Client and is not subject to checks or monitoring by Us. Accordingly, We have no liability or responsibility, whether directly or indirectly, for the accuracy, content, or use of such personal data under this clause 11.1;

- 11.2. We warrant that We will not disclose any personal data to any business, organisation, or individual without the Client's prior written consent, unless required by law.
- 11.3. We have no responsibility or liability for the storage or backup of Client Data. Although backups will be carried out at regular intervals, the Client remains entirely responsible for making its own backup of such Data, if required. We shall incur no direct or indirect liability to the Client for any loss or damage, however caused, arising from the loss of Data under this clause.
- 11.4. We shall not use any Client Data except in connection with the provision of Services to the Client as set out in these Conditions, or as required by law, regulation, regulatory body, or any court of competent jurisdiction. The Client shall at all times comply with its obligations under all applicable Data Protection Legislation.

12. Indemnity

- 12.1. The Client agrees to indemnify and keep Us, Our subsidiaries, affiliates, officers, partners, and employees indemnified from and against all actions, demands, costs, losses, penalties, damages, liability, claims and expenses (including but not limited to reasonable legal fees) whatsoever arising from the Client's breach of the Contract, the Client's use or misuse of the Services, any claims by third parties as to ownership or other rights arising in any way by the Client infringing (whether innocently or knowingly) third party rights (including without limit IPR).

13. Disclaimer and limitation of liability

(The client's attention is particularly drawn to the provisions of this condition)

- 13.1. Nothing in the Contract or these Conditions shall exclude or limit Our liability for death or personal injury resulting from Our negligence or fraudulent misrepresentation, nor shall it affect the statutory rights of consumers.
- 13.2. To the fullest extent permitted by law, the Site and its contents are provided by Us on an "as is" and "as available" basis, and no representations or warranties (express or implied) of any kind are made, and are expressly disclaimed, with respect to the Services, the Site, or its contents, including, without limitation, warranties of merchantability and fitness for a particular purpose. Further, We do not represent or warrant that:
 - (i) the Services will meet Your requirements;
 - (ii) the Services will be uninterrupted, timely, secure, or error-free;
 - (iii) any results obtained from using the Services will be accurate, complete, or current
- 13.3. You acknowledge that the allocation of risk in the Contract reflects the price paid for the Services and that it is not within Our control how or for what purposes the Services are used. If any exclusion in this paragraph 14 is held to be invalid and We become liable for loss or damage that may lawfully be limited, Our liability shall be limited to the amount paid by You for the Services.
- 13.4. We shall have no liability to the Client for any loss arising from any material, data, or instructions supplied, whether digitally or otherwise, by the Client or on its behalf, that is

incomplete, inaccurate, illegible, out of sequence, in the wrong form, or arising from late arrival, non-arrival, or any other fault caused by the Client or on its behalf.

- 13.5. We are not responsible for any delay, malfunction, non-performance, or other degradation in the performance of any Services caused by or resulting from any alterations, modifications, or amendments requested or implemented by the Client, whether or not beyond the scope of the Services already supplied. We reserve the right to impose additional charges for any work arising from such changes.
- 13.6. If any Services become unavailable, We will use reasonable endeavours to repair and reinstate the Services within 24 hours of detection, depending on the severity of the failure. If the failure is caused by the Client or any agent of the Client to whom access to the Servers was granted, the Client shall bear all costs associated with reinstating and/or repairing the Server.

Where such unavailability is due to Our negligent failure to address circumstances within Our control and persists for more than a total of 24 hours in any 30-day period or for any consecutive 6-hour period, We will, at Our discretion, either:

- (i) pay You compensation limited to a refund of the fees paid for the unavailable Services; or
- (ii) provide You with a credit up to the same amount.

- 13.7. In no event shall either party, or any individual or entity involved in the creation, production, or supply of the Services, be liable to the other party or any third party for any loss in contract, tort (including negligence or breach of statutory duty), or otherwise, arising out of or in connection with the Contract or the Services, including but not limited to:

13.9.1. economic loss of any kind whatsoever;

13.9.2. loss of profit, business, contracts, revenues, or anticipated savings;

13.9.3. damage to reputation or goodwill;

13.9.4. loss resulting from any claim made by any third party; or

13.9.5. special, indirect, or consequential loss or damage of any nature whatsoever.

Some jurisdictions do not allow the exclusion or limitation of implied warranties or liability for consequential or incidental damages; as such, the above exclusions may not apply to You.

- 13.8. We shall not be liable for any failure or delay in performing any of Our obligations under these Conditions or the Contract due to circumstances beyond Our reasonable control, including but not limited to governmental actions, war, riots, strikes or trade disputes (including those involving Our own employees), technical failures, general unavailability of the Internet, power failures, communication failures, weather events, floods, fires, explosions, or natural or local emergencies.

14. Privacy and Confidentiality

14.1. For quality control purposes, telephone conversations with Our staff may be recorded periodically. The information You provide to Us will be securely stored on Our systems. We are committed to protecting Your privacy. We, and any of Our associated companies, may use the information You provide to offer a more personalised service and to inform You about updates to Our services or new offerings that We believe may be of interest to You.

If You object to any such uses, You may notify Us in writing at the address provided in the "Contact Us" section of the Site.

We may also use Your information to the extent required to comply with applicable laws, legal processes, or to enforce these Conditions.

We will not edit or disclose the contents of private communications transmitted via the Servers unless:

- (i) required by law; or
- (ii) We believe, in good faith, that such action is necessary to comply with legal obligations, to protect and defend the rights or property of Forfront, or to ensure the personal safety of Our clients or the public.

14.2. Subject to paragraphs 15.1 and **Error! Reference source not found.**, neither party shall, during the term of the Contract or for a period of ten (10) years following its termination, disclose to any third party any confidential information relating to the other party. This includes, but is not limited to:

- (a) information concerning IPR, software, materials, products, systems, operations, processes, plans, intentions, product details, know-how, and market opportunities; and
- (b) business affairs, identities, and details regarding the other party's directors, officers, employees, clients, potential clients, or personal data relating to clients, suppliers, agents, subcontractors, or similar parties.

Such information is deemed confidential if it comes into the possession of the receiving party as a result of or in connection with the performance of the Contract.

14.3. The obligations of confidentiality set out in paragraph 15.1 shall not apply to any information that:

- (a) is already in or enters the public domain through no breach of paragraph 15.1;
- (b) is lawfully in the possession of the receiving party, without any restriction on disclosure, prior to its receipt in connection with the Contract;
- (c) is lawfully obtained from a third party who is authorised to disclose such information and is provided to the receiving party without any obligation of confidentiality; or
- (d) has been expressly authorised in advance, in writing, by the disclosing party for release.

15. Termination of Contract

15.1. The Contract may be terminated:

15.1.1. immediately by written notice from Us if the Client fails to pay any sums due hereunder within fourteen (14) days of their due date.

15.1.2. Immediately by written notice from either party to the other if the other commits any material breach of the Contract, and (in the case of a breach capable of being remedied) has not remedied the breach within a reasonable time period as specified in a formal written or electronic request to do so.

15.1.3. Immediately by written notice from Us if the Client commits any material breach of the Contract that impacts the Services or Servers of Forfront or Our ability to provide the Services. For clarity, any spam complaints resulting in blocklisting of one or more of Forfront's IPs or IP ranges will be considered a material breach of contract, and no refund of the Charges will be issued. We accept no responsibility or liability for any direct or indirect loss or damage arising under this clause.

15.1.4. Immediately by written notice from either party to the other if the other convenes a meeting with its creditors or proposes a voluntary arrangement under Part 1 of the Insolvency Act 1986, or proposes any other composition scheme or arrangement with (or assignment for the benefit of) its creditors, or if the other party becomes unable to pay its debts under Section 123 of the Insolvency Act 1986. This also applies if a trustee, receiver, administrative receiver, or similar officer is appointed in respect of all or any part of the other party's business or assets, or if a petition is presented or a meeting is convened for the winding-up or making an administrative order (unless for the purpose of a solvent amalgamation or reconstruction).

15.2. In the event that We are entitled to terminate the Contract for any reason, We may, at Our sole discretion, suspend the Services for a period We determine. Upon termination or expiry of the Contract, all amounts payable by the Client to Us for the full duration of the Contract will become immediately due, and We will be entitled to cease provision of the Services.

15.3. The Client is responsible for cancelling all direct debits in favour of Us upon the termination of the Contract.

16. Account Termination

16.1. Upon cancellation by You or expiry of the Contract for the Services:

- Your account with Us will be deactivated, and Your database will be removed from Our production Servers.
- The database will be archived and stored securely for a limited period, in accordance with Our data protection and data retention policies, before being permanently and securely deleted.
- For Clients using a Custom Domain (e-shot Sending Domain), the domain will be de-registered and will no longer be available.

16.2. If You decide to use Our Services again in the future, You may:

- Sign up for a new account; or
- If You wish to recover Your data, subject to its availability prior to deletion, We may, in some cases be able to de-archive and restore Your database upon payment of a reactivation fee and the subscription fees accrued from the date Your payments ceased to the current date.

Please note that Your Sending Domain may no longer be available for use and will depend on its availability from the domain registrar. A setup fee will also apply for domain reactivation.

17. Foreign Countries and English Jurisdiction

- 17.1. The Site may include references or cross-references to Services that are not available in every country. We do not guarantee that all Services, content, materials, and features on the Site are appropriate or accessible in all geographic locations. Accessing such content from locations where it is illegal or prohibited is done at Your own initiative, and We are not liable for Your compliance with local or other applicable laws. You agree not to access the Site if doing so is prohibited by law. For convenience, these Conditions may be translated into languages other than English; however, the English version shall prevail and be relied upon in case of any discrepancies or conflicts.
- 17.2. Your use of the Site and the Contract shall be governed by and construed in accordance with English law and shall be deemed to have been entered into in England. Any disputes arising from or related to the Contract, or any aspect of the Site shall be exclusively resolved in the courts of England and Wales, which shall have exclusive jurisdiction.

18. Assignment

- 18.1. The Client shall not share, re-sell, or attempt to share or re-sell the Services; transfer or attempt to assign the Contract; or permit any third party to use or access any of the Services for any purpose without Our prior written consent.
- 18.2. We reserve the right to assign, transfer, charge, sub-contract, or otherwise deal with all or any of Our rights or obligations under the Contract at any time.

19. General

- 19.1. No failure or delay by either party in exercising any right or remedy under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. The single or partial exercise of any right or remedy shall not prevent or restrict the further exercise of that or any other right or remedy.
- 19.2. Any notice or communication under this Contract must be in writing and delivered by registered first-class post, or email to the last known postal or email address of the other party. A notice will be deemed received when, in the ordinary course of the method of transmission, it would be received by the addressee. To prove that a notice has been given, it is sufficient to show that it was dispatched by recorded delivery when sent by post or a delivery receipt, which provides confirmation when an email has been delivered to the recipient's mail server when sent by email. The notice will take effect from the earlier of its actual or deemed receipt by the addressee.

- 19.3. Any termination of this Agreement shall be without prejudice to any other rights or remedies to which a party may be entitled hereunder or at law and shall not affect any prior rights or liabilities of either party, nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into force or continue in force upon or after such termination.
- 19.4. If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the remainder of this agreement.
- 19.5. Nothing in the Contract is intended to, or shall operate to, create a partnership or joint venture between the parties, nor to authorise any party to act as an agent for the other. Neither party shall have the authority to act in the name of, on behalf of, or otherwise bind the other in any way, including the making of any representation or warranty, the assumption of any obligation or liability, or the exercise of any right or power.
- 19.6. Each party acknowledges and agrees that, in entering into the Contract, it does not rely on any undertaking, promise, assurance, statement, representation, warranty, or understanding (whether written or not) of any person (whether a party to the Contract or not) relating to the subject matter of the Contract, other than those expressly set out in the Contract.
- 19.7. We may transfer Our rights and obligations under these Conditions to another organisation, and We will notify You in writing if this happens. However, this will not affect Your rights or Our obligations under these Conditions.
- 19.8. These Conditions are between You and Us. No third party shall have any rights to enforce any term of these Conditions under the Contracts (Rights of Third Parties) Act 1999.
- 19.9. Each clause and paragraph of these Conditions operates independently. If any court or relevant authority deems any part unlawful, the remaining clauses will continue in full force and effect.

APPENDIX 1 - e-shot™ Annual Plan

I. DEFINITIONS

- a. "In-Term Charge" means the annual fee charge for the term of the Contract.

II. DESCRIPTION OF PLAN

- a. The e-shot™ Annual Plan is an annual subscription plan which is defined by the number of subscribers (Your contact list) allowance and a monthly send limit.

III. TERM

- a. **Annual** - The minimum term for the provision of Services is 12 months from the date the Services are first made available to the Client (the "Initial Term"). Thereafter, the contract will automatically renew for successive 12-month periods (each a "Renewed Term") unless written notice of termination is provided at least one month prior to the expiry of the current term.
- b. **Termination During the Term** - Either party may serve written notice on the other to terminate the Contract for the Service effective at the end of the current Term. For the avoidance of doubt, any payments made prior to or during the Term are non-refundable.

IV. PAYMENT

- a. This Plan must be paid annually in advance.

V. PAYMENT METHOD

- a. Payments can be made by Direct Debit, Continuous Card Authority, Bank Transfer (BACS), Corporate Credit Card or Debit card. Payment by Corporate Credit Card may incur a surcharge.

VI. UPGRADE and MID-TERM CHANGES to PLAN

- a. Contract Variations - Any variation to the Contract will automatically extend its term by an additional 12 months from the date the variation takes effect. The adjusted annual fee will apply, with a deduction for the pro-rated amount already prepaid at the start of the original Contract.

APPENDIX 2 – e-shot™ Annual Plan (paid monthly)

I. DEFINITIONS

- a. "In-Term Charge" means the annual fee charge for the term of the Contract.

II. DESCRIPTION OF PLAN

- a. The e-shot™ Annual Plan is an annual subscription plan which is defined by the number of subscribers (Your contact list) allowance and a monthly send limit.

III. TERM

- a. **Annual** - The minimum term for the provision of Services is 12 months from the date the Services are first made available to the Client (the "Initial Term"). Thereafter, the contract will automatically renew for successive 12-month periods (each a "Renewed Term") unless written notice of termination is provided at least one month prior to the expiry of the current term.
- b. **Termination During the Term** - Either party may serve written notice on the other to terminate the Contract for the Service effective at the end of the current Term. For the avoidance of doubt, any payments made prior to or during the Term are non-refundable.

IV. PAYMENT

- a. This Plan must be paid monthly in advance.
- b. Failure to pay by the due date may result in termination of the Contract. Upon termination or expiry of the Contract all amounts payable by the Client to Us to the end of the Term shall become immediately due.

V. PAYMENT METHOD

- a. Payments can be made only by Direct Debit or Continuous Card Authority. Payment by Corporate Credit Card may incur a surcharge.

VI. UPGRADE and MID-TERM CHANGES to PLAN

- a. **Contract Variations** - Any variation to the Contract will automatically extend its term by an additional 12 months from the date the variation takes effect. The adjusted annual fee will apply, with a deduction for the pro-rated amount already prepaid at the start of the original Contract.

APPENDIX 3 – e-shot™ One Month Rolling Plan

I. DEFINITIONS

- a. "In-Term Charge" means the monthly fee charge during the term of the Contract.

II. DESCRIPTION OF PLAN

- a. The e-shot™ One Month Rolling Plan is a monthly subscription plan which is defined by the number of subscribers (Your contact list) allowance and a monthly send limit.

III. TERM

- a. **One-Month Rolling Plan** – The minimum commitment for the provision of Services is one month from the date the Services are first made available to the Client (the "Initial Monthly Term"). Thereafter, the Contract will automatically renew for successive one-month periods (each a "Renewed Monthly Term").
- b. **Termination Notice** - Either party may provide written notice of termination at least one month in advance, with such notice becoming effective at the end of the next Renewed Monthly Term.

For example:

If the current Renewed Monthly Term runs from January 7th to February 6th, and a party provides written notice of termination on January 15th, the termination will not take effect immediately. Instead, it would become effective at the end of the next full Renewed Monthly Term, which in this case would be March 6th.

- c. **Termination During Initial Monthly Term** - During the Initial Monthly Term, either party may terminate the Contract for the Services by providing written notice to the other, effective at the end of the Initial Monthly Term. For the avoidance of doubt, any payments made prior to or during the Initial Monthly Term are non-refundable.

IV. PAYMENT

- a. In respect of the One Month Rolling Plan, payment is due monthly in advance.

V. PAYMENT METHOD

- a. Payments can be made only by Direct Debit or Continuous Card Authority. Payment by Corporate Credit Card may incur a surcharge.

APPENDIX 4 - Definitions of terms and services

e-shot™ versions – *e-shot basic, e-shot pro, e-shot omni and e-shot engage; legacy versions include e-shot email, e-shot auto and e-shot ultimate.*

Contacts - The unique contact records, sometimes referred to as subscribers, You can hold in your account. Contacts can have several identifying fields such as first name last name, etc. but each contact must have a valid email address which is unique. A contact can be a member of more than one group but will always be counted as one.

Container size - Contacts Limit - The limit of the number of unique Contacts in your account, sometimes referred to as Subscribers.

Monthly send limit - The limit on the number of emails You can send that is included in your monthly allowance. The emails You send up to your monthly allowance have been included in the fixed monthly cost outlined within your Quote, any emails sent in addition to this number will be charged separately at the end of the month at the rate of £0.01 per email. e-shot™ credits – pre-purchased credits You buy; one credit for each email You send.

VESC - Virtual e-shot™ Sending Client – is a custom domain which is used uniquely for your organisation. We recommend using a domain name similar to your main domain name which will instantly be associated with the name of your company, e.g., if your company and domain name is company.com We recommend using something like company-mail.com. Using this method ensures brand recognition, brand awareness and consistency in your message throughout all your communications.

Sending Domain or Custom Domain – used in VESC, it is the URL referenced within your mailings. It is used in the tracking URL for your monitored links, the link for your included imagery and the links for opt-out, ‘forward to friend’ and ‘view in a web browser’. It is also used for the ‘from address’ and email server authentication in the DKIM and SPF records (part of the anti-spam strategy). This enhanced Service offers the registration of your own preferred Domain Name to be used ONLY for your campaigns.

VSG – Virtual Sending Group - is a range of IP addresses that makes up a virtual mail server. When emails are being sent to external mail servers, especially the major ISPs (Outlook, Gmail, Yahoo, etc.), they check the ‘reputation’ of the sending server by looking up the server’s IP address. VSG uses an IP pool to segregate email traffic for better deliverability. Can be shared or dedicated.

Dedicated IP - IP address dedicates to You and added to your VSG.

Additional data fields (Custom fields) - every account includes seven data fields as standard: Email address, Salutation, First name, Last name, Company, Telephone and URN (Unique Reference Number). However, we can increase the number of data fields available to You which can be used to customise your messages or reports. e.g., Gender, Post Code, etc.

API - Application Programming Interface - a set of functions and procedures that allow the creation of applications which access the features or data of an operating system, application, or other service. e-shot™ included a free to use API limited by fair usage policy. See [APPENDIX 7 - Acceptable Use Policy \(AUP\)](#).

General Definitions:

URL - A Uniform Resource Locator, also known as web address e.g., <http://www.example.com/path/>

IP - Internet Protocol

MTA – Mail transfer Agent – dedicated mail servers responsible for sending and receiving email.

DKIM – Domain Keys Identified Mail is a method for associating a domain name to an email for the purpose of authenticating who has the authority to send mail on behalf of a specific domain.

SPF - Sender Policy Framework, is an e-mail validation system designed to prevent e-mail spam by allowing administrators to specify which IP or hosts are allowed to send mail from a given domain.

DMARC – Domain-based Message Authentication - Reporting & Conformance is a technical specification created by a group of organisations that want to help reduce the potential for email-based abuse by solving a couple of long-standing operational, deployment, and reporting issues related to email authentication protocols. A DMARC policy allows a sender to indicate that their emails are protected by SPF and/or DKIM and tells a receiver what to do if neither of those authentication methods passes, such as junk or reject the message. DMARC removes guesswork from the receiver's handling of these failed messages, limiting or eliminating the user's exposure to potentially fraudulent and harmful messages. DMARC also provides a way for the email receiver to report back to the sender about messages that pass and/or fail DMARC evaluation.

TLS – Transport Layer Security (TLS) is a cryptographic protocol designed to provide communications security over a computer network. The protocol is widely used in applications such as email, instant messaging, and voice over IP, but its use in securing HTTPS remains the most publicly visible.

The TLS protocol aims primarily to provide security, including privacy (confidentiality), integrity, and authenticity through the use of cryptography, such as the use of certificates, between two or more communicating computer applications. It runs in the application layer and is itself composed of two layers: the TLS record and the TLS handshake protocols.

TLS is a proposed Internet Engineering Task Force (IETF) standard, first defined in 1999, and the current version widely implemented is TLS 1.2. The latest is TLS 1.3, defined in August 2018. TLS builds on the now-deprecated SSL (Secure Sockets Layer) specifications (1994, 1995, 1996) developed by Netscape Communications for adding the HTTPS protocol to their Navigator web browser.

SPAM Traps – email addresses created by Anti-SPAM organisations or old inboxes that ISPs reactivate specifically to trap spammers. These addresses have never been registered to receive email, therefore any mail that lands in the trap inbox is labelled as SPAM. Anti-SPAM organisations deliberately 'plant' SPAM trap email addresses on website; these addresses can only find their way to a contact list by Web scraping or web harvesting which means that there can be no lawful basis for sending emails to this address, not even Legitimate Interest!

The most severe of SPAM traps is the Spamhaus trap that can cause considerable disruption to email services due to mail services blocking communication from blocklisted servers.

APPENDIX 5 – GDPR at a glance

Lawful basis for processing mail:

Consent

- The GDPR sets a high standard for consent. But You often will not need consent. If consent is difficult, look for a different lawful basis. Consent means offering individuals real choice and control. Genuine consent should put individuals in charge, build trust and engagement, and enhance your reputation.
- Check your consent practices and your existing consents. Refresh your consents if they do not meet the GDPR standard.
- Consent requires a positive opt-in. Do not use pre-ticked boxes or any other method of default consent.
- Explicit consent requires a clear and specific statement of consent.
- Keep your consent requests separate from other terms and conditions.
- Be specific and ‘granular’ so that You get separate consent for separate things. Vague or blanket consent is not enough.
- Be clear and concise.
- Name any third-party controllers who will rely on the consent.
- Make it easy for people to withdraw consent and tell them how.
- Keep evidence of consent – who, when, how, and what You told people.
- Keep consent under review and refresh it if anything changes.
- Avoid making consent to processing a precondition of a service.
- Public authorities and employers will need to take extra care to show that consent is freely given and should avoid over-reliance on consent.

Legitimate interests

- Legitimate interest is the most flexible lawful basis for processing, but You cannot assume it will always be the most appropriate.
- It is likely to be most appropriate where You use people’s data in ways they would reasonably expect and which have a minimal privacy impact, or where there is a compelling justification for the processing.
- If You choose to rely on legitimate interests, You are taking on extra responsibility for considering and protecting people’s rights and interests.
- Public authorities can only rely on legitimate interests if they are processing for a legitimate reason other than performing their tasks as a public authority.
- There are three elements to the legitimate interest basis. It helps to think of this as a three-part test. You need to:
 - identify a legitimate interest.
 - show that the processing is necessary to achieve it; and
 - balance it against the individual’s interests, rights, and freedoms.
- The legitimate interests can be your own interests or the interests of third parties. They can include commercial interests, individual interests, or broader societal benefits.
- The processing must be necessary. If You can reasonably achieve the same result in another less intrusive way, legitimate interests will not apply.
- You must balance your interests against the individual’s. If they would not reasonably expect the processing, or if it would cause unjustified harm, their interests are likely to override your legitimate interests.
- Keep a record of your legitimate interest assessment (LIA) to help You demonstrate compliance if required.
- You must include details of your legitimate interests in your privacy information.

APPENDIX 6 – Personal Data Retention Policy

Introduction

This data Retention Policy outlines how Forfront collects, stores, and deletes personal data associated with e-shot™, the email and SMS communication platform and its activities. We are committed to complying with all relevant data protection regulations in the UK, including the UK General Data Protection Regulation (UK GDPR).

e-shot™ is a cloud-based Software as a Service (SaaS) platform that lets organisations design, send, and track targeted email and SMS campaigns. The platform is user-friendly, and it offers features such as automation, list management, and analytics to engage with an audience, nurture customer relationships, boost sales, and build customer loyalty.

Data Collected

The e-shot™ platform offers organisations the facilities to manage their contact lists by collecting and managing data that is relevant for their campaigns. The data collected is stored in the platform and is managed by the customer who is the Data Controller. It may hold some personal data such as:

- Email address
- Phone number (optional)
- Name (optional)
- Company (optional)
- Other relevant contact information for personalisation (optional)
- Other relevant criteria for targeting purposes such as Preferences (optional)
- Digital activity (e.g., clicks on links in emails)

Data Controller

The e-shot™ clients are the Data Controllers.

Data Processor

e-shot™ is the Data Processor.

Legal Basis for Processing

We process personal data on your behalf based on your undertaking that You collect and manage any personal data strictly adhering to the six lawful bases of the General Data Protection Regulation (UK GDPR):

1. **Consent:** The individual gives clear and freely given permission for You to process their data for a specific purpose.
2. **Contract:** Processing is necessary to fulfil a contract with the individual or because they requested steps before entering a contract.
3. **Legal Obligation:** Processing is required by law (not including contractual obligations).
4. **Vital Interests:** Protecting someone's life necessitates processing their data.
5. **Public Interest:** The processing serves a public good or fulfils a duty with official authority.
6. **Legitimate Interests:** You have a justified reason to process the data, as long as it doesn't outweigh the individual's rights.

Unsubscribe opt-out

- e-shot enforces the ability for any recipient to withdraw their consent at any time by clicking the 'unsubscribe' (opt-out) link at the bottom of the email, by using the standard 'one-click'

unsubscribe available on major email platforms (Outlook, Gmail, Yahoo, etc.) or by contacting Us directly.

- Contact that have complained in their email client (Outlook, Gmail, Yahoo, etc.) or marked the email campaign as spam are automatically unsubscribed.
- Contacts that were imported to e-shot as suppressed.
- Contacts that unsubscribed through the client's preference centre web page.

Unsubscribed contacts are forever blocked from sending to.

Unsubscribed contacts can re-subscribe, opt back in by using the same unsubscribe link at the bottom of the email.

Data Retention Periods

We retain personal data for email marketing purposes for the following periods:

Active Subscribers: retained for as long as the contact remains an active subscriber.

Campaign Performance Data: We may retain anonymised campaign performance data (e.g., open rates displayed, click-through rates) for the period that the account is active for trend analysis and campaign optimisation purposes.

Deletion and erasure rights

The right to be forgotten (Right to erasure)

GDPR introduced a right for individuals to have personal data erased also known as 'the right to be forgotten'.

Individuals can make a request for erasure in writing and the customer and e-shot have one month to respond to the request and delete their contact.

When an individual requests to exercise their Right to erasure, there are two options:

1. If the account has only one subaccount, the contact is deleted in the platform.
2. If the account has multiple subaccounts, the request must be made to the e-shot support team who will identify which subaccounts the contact is in and delete it in all subaccounts.

This will remove any records including Personal Identifiable Information (PII) including the email address and any other data held for this contact record. If the contact is in unsubscribe status, e-shot will maintain the email address to comply with GDPR and prevent accidental re introduction into the system.

This right applies ONLY individually and cannot be applied in bulk.

What happens when a contact is deleted?

When a contact is deleted in e-shot; manually, in bulk or via the API, it begins a period of 30-day 'Soft delete' status.

As a Soft delete, the contact will not be included in any campaigns sent from that point onwards. During the 30-day period, all the details and the transaction history will be maintained in case it needs to be reinstated as active. After 30 days e-shot will automatically Hard delete the contact.

What happens when a contact Hard deleted?

When a contact is Hard deleted in e-shot, after the 30-day period of 'Soft delete' status, all identifying information is removed including the email address (which is anonymised). From that point onwards it is unidentifiable, but it will still be counted in the historic reports, to maintain the integrity of previous campaign analytics.

This state is not reversible and if the same email address will be entered again, it will be treated as a new subscription with no previous history.

Unsubscribed contacts are not anonymised to comply with GDPR.**How do we comply with GDPR**

Customers must ensure that all data has been acquired lawfully by opt in or adhere to the Lawful Basis guidelines.

If a contact unsubscribes/opts out, it is the Data Processor's (e-shot) responsibility to ensure that this contact will NOT receive any further communication. e-shot enforces this rule by maintaining the contact email address in an Unsubscribe Status.

Termination of contract

Once a contract concludes and the account is closed, data remains held in an encrypted state for 30-90 days before being permanently erased. Data storage on physical media cannot be directly accessed. Data and storage media no longer required is securely wiped and sanitised so it cannot be recovered. Any sanitisation or wiping undertaken meets the NCSC standards: www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media and Hardware is recycled by licensed third party.

Security

We take the appropriate technical and administrative measures to protect data from unauthorised access, disclosure, alteration, or destruction.

Review

We review this Data Retention Policy regularly and update it as necessary.

APPENDIX 7 - Acceptable Use Policy (AUP)

The acceptable use policy or Fair Use Policy specifies the activities and behaviour acceptable by the users of Forfront products and services and e-shot™ products and services.

We will always act reasonably and are not obligated to terminate the Services if You are in breach of the AUP.

AUP for Deliverability

Over a period of one calendar month:

- **Bounce Rate** should not be higher than five percent (**5%**)
 - Less than 2% → Excellent (Healthy list and good sender reputation)
 - 2% - 5% → Acceptable (May need list cleaning or better email verification)
 - Above 5% → Concerning (Indicates poor list quality, outdated contacts, or deliverability issues)
- **Display Rate** should not be lower than eight percent (**8%**)
 - Good Display Rate: 30% – 50% (Depends on email design and audience)
 - Low Display Rate: Below 20% (May indicate poor inbox placement or poor list quality)
- **Complaints** should not be higher than two tenth of a percent (**0.2%**)
 - Less than 0.1% → Excellent (Minimal complaints, strong sender reputation)
 - 0.1% - 0.2% → Acceptable (Monitor for possible issues)
 - Above 0.2% → Concerning (Indicates recipients are unhappy with your emails)

Bounce Rate means: A message that is returned to the sender because it was not deliverable for whatever reason. Number of bounced emails out of the total of number sent.

Display Rate means: Where an email view/display was registered.

e-shot™ registers view/display/open when an image is downloaded or a link in the email is clicked.

Complaints means: Complaints are the single most damaging factor to your sender reputation. Complaints are one of the main contributors to identify a sender as a spammer which will dramatically reduce deliverability. Complaints will affect the Sending VSG IPs and the Sending Domain (VESC).

AUP for the use of API

API means: Application Programming Interface - a set of functions and procedures that allow the creation of applications which access the features or data of an application, or other service.

Depending on your e-shot™ package, the API may be available to You as part of your annual subscription. You are however bound by our AUP to a maximum of 2,000 calls per hour. Should You exceed this limit, We will contact You to make You aware and enable You to reduce the calls. Should You continue to exceed the AUP limit We will charge a set fee of £50.00 plus £10.00 per 1,000 calls over the 2,000 per hour (in blocks of 1,000). Charges will be invoiced at the beginning of the month for the previous month.

Clients may request a report of their API call usage at the beginning of the month for the previous month.

AUP for Deleting Contacts:

Deleting contacts will permanently remove all their personal information from your database. This action cannot be undone.

You should delete contacts when they exercise their 'right to erasure' also known as the 'right to be forgotten' Under Article 17 of the UK GDPR.

Retention of Contact Data - You must not delete any contacts to whom You have sent an email or text campaign for at least 30 days from the send date. This retention period ensures that recipients have the opportunity to interact with your campaign or exercise their right to opt-out or unsubscribe.

Retention of Recently Contacted Records - Contacts that have been sent an email within the 30 days prior to deletion will remain in your contact list for the full 30-day retention period. During this time, they will continue to count towards your contact limit.

You must offer your recipients the option to opt out / unsubscribe from your marketing communication and by deleting their record too soon You may be in breach of this policy as well as in a breach of PECR and GDPR.

AUP for Custom fields:

Custom contact fields are customisable database fields that You can create to suit your specific requirements for managing contact records. These fields can include details such as location, identifiers, preferences, interests, gender, or any other attributes that assist in targeting your campaigns effectively. You must ensure that all contact records are maintained in compliance with GDPR and applicable data protection laws.

Field Limitations and Additional Charges - You are limited to a maximum of fifty custom contact fields. We reserve the right to charge applicable fees for setting up any additional fields beyond this limit.