



Terms of service

Please read these Terms of Service carefully.

By using or installing [JungleMail 365](#), you are agreeing to this [End User License Agreement](#), our [Privacy Policy](#) and our [No Spam Policy](#). Before we dive into the agreement we will start with a few definitions.

JungleMail 365 (or the “Service”) is an email service and app for Office 365 and is offered through the Office 365 app store. The app allows you to create and send newsletters (each message is called an “Email”) to individual recipients and groups. JungleMail 365 is owned and operated by EnovaPoint (we will refer to the company as “EnovaPoint,” “we,” or “us”). As a customer of JungleMail 365 or a representative of an entity that is a customer of JungleMail 365, you are a “User” according to this agreement (or simply “you”).

1. Downloading and using JungleMail 365

Requirements for using JungleMail 365

In order to use and download JungleMail 365 you must:

1. be at least eighteen years old and able to enter into contracts;
2. have Office 365;
3. complete the registration process;
4. agree to this End User License Agreement; and
5. provide true, complete, and up to date contact information.

By downloading or using JungleMail 365, you represent and warrant that you adhere to all of the requirements listed above and that you won't use JungleMail 365 in a way that violates any laws or regulations, nor will you send spam. EnovaPoint may refuse service, close accounts of any users for the reasons listed in this End User License Agreement, and change eligibility requirements at any time.

Closing your account

You or we may terminate this End User License Agreement at any time and for any reason. We will always notify you if you have breached this End User License Agreement and we are suspending your account. You are able to close your account / end your subscription in two ways.

1. Give notice to us mentioning at what date you want the service to be cancelled.
2. If you have used PayPal to pay for JungleMail 365 you are also able to [cancel future subscription payments straight from your PayPal dashboard](#).

We may suspend our Service to you at any time, with or without cause. If we terminate your account without cause, we'll refund a portion of your monthly prepayment linked to the days the service was used. However, we won't refund or reimburse you if there's cause, like a violation of this End User License Agreement or our No Spam Policy.

Changes to these Terms

In case that we change these Terms we will post a revised version on our Website. We will always send you an email to the last email address you supplied us with, to keep you up to date on any changes of this End User License Agreement.

2. Payments

Month to Month Plans

You will find the [charges for our month to month plans](#) on our Website. In the case that these charges change we will update them on our website, and inform you via email of the changes. Payments are due for any month on the same or closest date to the day that you made your first monthly payment.

You are able to pick one of our Month to Month Plans that best suits your needs. This will depend on the number of emails you will need to send. Because we know your needs may change, it is possible to downgrade and upgrade between plans. When downgrading or upgrading, we will keep your current plan features and benefits until the end of your current

billing cycle. Once the new billing date is reached, your credit card will be charged at the new rate and your features will reflect the new plan.

Year to Year Plans

Instead of signing up for one of our Month to Month plans you may sign up for a Year to Year plan and benefit from a discount. The different options for our Year to Year plans are explained on the [pricing page](#) of our Website. If you choose a Year to Year Plan all the terms of this Agreement, aside from the monthly payment requirements listed in the two paragraphs above, will apply to you.

Credit Card information

You can pay for the product you downloaded through PayPal. As PayPal will manage the payment we do not store your credit card details. If we're unable to process your payment, we will try to contact you by email and we may suspend your account until your payment can be processed.

Changes to prices

It is possible that we will change our fees, and we may do so at any time. If we change our fees we will post the new pricing to our website and will notify you per email about the changes.

When we give refunds

We do give refunds for a prepaid month, but only if we stop providing our Services to you for a reason that is not laid out in these Terms or in our No Spam Policy. You will not be entitled to a refund from us under any other circumstances.

3. Yours and our rights

Our proprietary rights

When you agree to this End User License Agreement you will vow to respect our proprietary rights, the rights of this Websites and the rights of JungleMail 365.

Your proprietary rights

You will warrant that you either own or have permission to use all of the material in your Email campaigns and other data you process using our Products. You retain ownership of the materials that you use or process with the help of JungleMail 365. We may use or disclose

the content of your emails/documents only as described in this End User License Agreement and our [Privacy Policy](#).

4. Liability

Limitation of Liability

You take full responsibility for any loss that results from your use of the Website and JungleMail 365. We are not liable for any damages; regardless the cause.

No Warranties

We provide the material on this Website and JungleMail 365 out of the box. This means that we don't provide warranties of any kind.

Attorney Fees

When you do not follow this End User License Agreement we may file a suit against you. If we prevail, we will be entitled to recover reasonable attorney fees and any damages or other relief we may be entitled to.

Subpoena Fees

In the case we have to deal with a subpoena that is related to your account it is possible we will charge you for the costs we have made. These costs can consist of attorney and employee time spent on retrieving records, preparing documents, and taking part in a deposition.

Disclaimers

We aren't responsible for the behavior of any advertisers, linked websites, or other JungleMail 365' Users.

Privacy Policy

Your privacy and the privacy of anyone receiving and using your emails / alerts / documents through Our Products is very important to us here at EnovaPoint. This Privacy Policy ensures our products and website are optimally safe and efficient for all users.

In this Privacy Policy you will read how your 'Personally identifiable information' (PII) is being used by us. PII, as used in US privacy law and information security, is information that can be used to identify, contact, or locate a single person, or to identify an individual in context.

Please read our Privacy Policy carefully to get a clear understanding of how we collect, use, protect and handle your PII.

With Service we mean any one of our products as mentioned above.

Information we store on our servers

When you use [JungleMail 365](#) there is some information that we will store on our servers for the Service and all of its features to function well. Data that we store:

- All data created by the user in JungleMail: campaigns, templates, images, settings etc.
- Data from your site needed to process campaigns: recipients and dynamic content
- Data generated by JungleMail: analytics data, email opens, link clicks, bounces, unsubscribes, logs etc.

We do not store contact lists from your SharePoint online. As JungleMail does not have write access for your environment, no data produced by the add-in is saved on your environment.

Information JungleMail 365 can read on your environment

[JungleMail 365](#) reads some data from your Office 365 environment:

- Recipient lists (specific SharePoint lists selected by the user);
- [Content placeholder values](#) (recipient metadata used in campaign content);
- [Dynamic content](#) according to campaign configuration (dynamic blocks, dynamic sections, repeaters).

Giving JungleMail 365 'reading permissions'

When adding JungleMail 365 to your SharePoint Online Site Collection you will be asked to give the app permission to *'read items on this site collection'*.

JungleMail 365 needs these permissions so that you can browse your lists and pick a recipients list. The permissions are also required for the Dynamic Sections/Blocks feature with which you can pull data straight from your SharePoint Online environment.

Reviewing your Email Campaigns (exclusive to JungleMail 365)

We may view, copy, and internally distribute content from your Emails and account. This will help us locate accounts that do not adhere to our Terms. It will also help us improve our service.

How we protect your information

We protect all personal information we store against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.

We work with secure data networks that are protected by industry standard firewall and password protection systems. We make sure to frequently review our security and privacy policies and enhance them whenever necessary. Only authorized personnel working at EnovaPoint have access to the information provided by our customers.

Even though we reserve the right to monitor your lists, content and response data from time to time to make sure they follow our Terms of Service and No Spam Policy, we will never share, sell or rent our your customer data to anyone for any reason.

Billing transactions happen through services such as PayPal. This means that we do not store credit card details and it is easy for you to cancel your subscriptions.

How we use your contact details

We collect some information about you. We do this to improve our services, and to make sure you get the most out of our Services. But don't worry; under no circumstances will we share your personal information with any third party.

We may:

- Send you emails about our products and helpful tips.
- Use your information to improve our products and services.
- Use your information to solve technical problems and to calculate overall usage statistics.

- Use your information in a contest or promotion (if you signed up for this).

Send you periodic emails regarding your subscriptions and particular product plans

When we send emails to our users

Once in a while you may receive emails from us related to your account or your use of JungleMail. In case you no longer want to receive these emails simply unsubscribe; any email we send will include a link for this purpose.

Disclosing personally identifiable information

We do not disclose any personally identifiable information.

However, we reserve the right to do disclose personally identifiable information under special circumstances. For example, to comply with subpoenas or when your actions violate our EULA or Privacy Policy.

No Spam Policy

By using JungleMail 365 or installing it you are not only agreeing to our [End User License Agreement](#) but also to this No Spam Policy.

A brief word on proper use

We are keeping our products clean and do everything in our power to remain a trusted sender. This is something we do together with our customers too. It is simple; the actions individual members take can have a big impact on our system as a whole. Our reputation and deliverability depend on everyone pulling their weight. That is why all Users must follow this No Spam Policy when using our products. If you violate this policy, we may suspend or terminate your account. We may also suspend or terminate accounts according to our End User License Agreement, if we see behavior, content, or other factors that pose a threat to our system and good sender rating.

How do we define Spam?

By 'spam' we mean the definition given on the [Webopedia website](#). Under no circumstances will you use our products send spam. This will bring down our IP addresses' save sender rating. It is good to remember that spam complaint rates on your campaigns should be less than **0.1%**. Users who send spam are liable for the consequences, and we reserve the right to suspend their accounts.

Consequences of account misuse

We reserve the right to suspend your account immediately and start investigating your activity if your campaigns have a high percentage of spam complaints (more than **0.1%**), a lot of bounces (more than **5%**), a lot of unsubscribes (more than **1%**) or a very small open rate (less than **3%**). In the case that you were sending emails without permission - we will terminate your account. It is possible that we will ask you to prove you have permission from your recipients. We hold the right to close your account if you fail to deliver such proof. If everything looks fine after our investigation we will activate your account and you will promptly be able to use the service again.

Avoiding high bounce rates

Just like Spam, high bounce rates will bring down the save sender rating of our IP addresses. A good rule of thumb is that hard bounce rates should remain under 5%. Some email topics almost always result in higher bounce rates. These topics include: Online trading, day trading tips, or stock market related content; Daily horoscope reports; Mortgages and loans; Nutritional, herbal, and vitamin supplements; Adult Entertainment/Novelty Items; Real estate;

Services that support programmatically sending mail on behalf of third parties without creating or reviewing the content.

There are a number of topics that also bring down our rating as a good and trusted sender. We do this to maintain the highest delivery rates possible for all our customers. You may not use our products to send emails promoting:

- Escort and dating services
- Pharmaceutical products
- Work from home, make money online, and lead generation opportunities
- Gambling services or products
- Multi-level marketing
- Affiliate marketing
- Credit repair and get out of debt opportunities
- List brokers or list rental services
- Selling “Likes” or followers for a social media platform

Prohibited Content

You may not use our products to send anything offensive, to promote anything illegal, or to harass anyone. You may not send:

- Emails offering to sell illegal goods or services
- Emails that violate CAN-SPAM Laws
- Pornography/sexually explicit content

Thank you for taking the time to read our No Spam Policy. We trust you will follow this Policy, and together we can keep a good sender rate for campaigns with better results!