

We are Stalwart Labs Ltd ('Company', 'we', 'us', or 'our'), a company registered in England and Wales at 128 City Road, London EC1V 2NX, United Kingdom.

We operate the website <https://stalw.art> (the 'Site'), the Licensing Portal at **license.stalw.art**, and the Support Portal at **support.stalw.art** (which provides a public community forum and a private priority-support area for eligible subscribers), as well as any other related products and services that refer or link to these legal terms (the 'Legal Terms') (collectively, the 'Services').

Stalwart is a mail and collaboration server.

You can contact us by email at hello@stalw.art (general enquiries and sales), privacy@stalw.art (privacy and data-subject requests), abuse@stalw.art (reports of abuse of the Services), or security@stalw.art (security vulnerability reports), or by post to 128 City Road, London EC1V 2NX, United Kingdom.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ('you'), and Stalwart Labs Ltd, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

We will provide you with prior notice of any scheduled changes to the Services you are using. The modified Legal Terms will become effective upon posting on the Site or by direct notification to the email address associated with your account. By continuing to use the Services after the effective date of any changes, you agree to be bound by the modified terms.

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

We recommend that you print a copy of these Legal Terms for your records.

1. Our Services

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Services are not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use the Services. You may not use the Services in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

2. Intellectual Property Rights

Our intellectual property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the 'Content'), as well as the trademarks, service marks, and logos contained therein (the 'Marks').

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world.

The Content and Marks are provided in or through the Services 'AS IS' for your personal, non-commercial use or internal business purpose only.

Your use of our Services

Subject to your compliance with these Legal Terms, including the 'Prohibited Activities' section below, we grant you a non-exclusive, non-transferable,

revocable licence to access the Services and to download or print a copy of any portion of the Content to which you have properly gained access, solely for your personal, non-commercial use or internal business purpose.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to: hello@stalw.art. If we ever grant you the permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

Your submissions

By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ('Submissions'), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

You are solely responsible for your Submissions and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

3. User Representations

By using the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Legal Terms; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Services for any illegal or unauthorised purpose; and (7) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

4. User Registration

You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

5. Products

All products are subject to availability. We reserve the right to discontinue any products at any time for any reason. Prices for all products are subject to change.

6. Purchases and Payment

We accept the following forms of payment:

- Visa
- Mastercard
- American Express
- Discover
- Bank transfer

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Value Added Tax (VAT) and any other applicable taxes will be added to the price of purchases as required by law. We may change prices at any time. All payments shall be in Euros.

You agree to pay all charges at the prices then in effect for your purchases, and you authorise us to charge your chosen payment provider for any such amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Services. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address.

7. Subscriptions

Billing and renewal

Your subscription will continue and automatically renew unless cancelled. You consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until such time as you cancel the applicable order. The length of your billing cycle will depend on the type of subscription plan you choose when you subscribed to the Services.

Free trial

We offer a 30-day free trial to new users who register with the Services. The account will not be charged and the subscription will be suspended until upgraded to a paid version at the end of the free trial.

Cancellation

You can cancel your subscription at any time by logging into your account. Your cancellation will take effect at the end of the current paid term. If you have any questions or are unsatisfied with our Services, please email us at hello@stalw.art.

Fee changes

We may, from time to time, make changes to the subscription fee and will communicate any price changes to you in accordance with applicable law.

8. Refunds Policy

Please review our refund policy: </legal/refunds>.

9. Software

We may include software for use in connection with our Services. If such software is accompanied by an end user licence agreement ('EULA'), the terms of the EULA will govern your use of the software. If such software is not accompanied by a EULA, then we grant to you a non-exclusive, revocable, personal, and non-transferable licence to use such software solely in connection with our services and in accordance with these Legal Terms. Any software and any related documentation is provided 'AS IS' without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. You accept any and all risk arising out of use or performance of

any software. You may not reproduce or redistribute any software except in accordance with the EULA or these Legal Terms.

10. Prohibited Activities

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- Use any information obtained from the Services in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorised framing of or linking to the Services.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or

interferes with the use, features, functions, operation, or maintenance of the Services.

- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Make any unauthorised use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavour or commercial enterprise.
- Use the Services to advertise or offer to sell goods and services.

11. User Generated Contributions

The Support Portal at **support.stalw.art** allows registered users to post questions, replies, suggestions, comments, code samples, configuration

snippets, and other content (collectively, 'Contributions'). Contributions posted in the public area of the Support Portal are visible to anyone on the internet and may be indexed by search engines. Contributions submitted through the private priority-support ticket area are visible only to you and to authorised Stalwart Labs Ltd staff.

When you make any Contribution, you represent and warrant that:

- you have all necessary rights and permissions to make the Contribution and to grant the licence in Section 12;
- the Contribution does not infringe any third party's intellectual property, privacy, publicity, contractual, or other rights;
- the Contribution does not contain personal data of any other identifiable person who has not consented to its publication;
- the Contribution does not contain credentials, private keys, security tokens, or other secrets, or any confidential information of your employer or any third party; and
- the Contribution is not unlawful, false, misleading, harassing, defamatory, obscene, threatening, or otherwise objectionable, and does not violate the [Acceptable Use Policy](#).

You are solely responsible for your Contributions. We may, in our sole discretion and without prior notice, edit, refuse to publish, suspend, redact, or delete any Contribution that we believe in good faith violates these Legal Terms, the Acceptable Use Policy, or applicable law, or that we receive a valid notice and takedown request about under our [Notice and Takedown Procedure](#). We are under no obligation to monitor Contributions, but we reserve the right to do so.

You may delete an individual Contribution at any time using the in-product controls. You may also delete your Support Portal account at any time from your account settings; on account deletion, your profile is removed and your prior Contributions in the public forum are pseudonymised by default (your display name is replaced and your email is removed) so that the technical information remains useful to the community. You may request full deletion of any individual Contribution, or of all your Contributions, by emailing [**privacy@stalw.art**](mailto:privacy@stalw.art),

subject to the limits set out in our [Privacy Policy](#) and to any legal-hold obligations.

12. Contribution Licence

You retain ownership of any intellectual property rights in your Contributions. By making a Contribution, you grant Stalwart Labs Ltd a worldwide, non-exclusive, royalty-free, sublicensable, and transferable licence to host, store, reproduce, display, distribute, modify (for example, to translate, format, or excerpt), adapt, and otherwise use the Contribution for the purpose of operating, providing, promoting, and improving the Services, including by displaying public Contributions on the Support Portal and indexing them in search engines.

For clarity, where you submit suggestions, feedback, bug reports, or other ideas about the Services or about the Stalwart Mail and Collaboration Server itself, you agree that we may use, implement, and incorporate such feedback into our products and documentation without obligation, attribution, or compensation to you.

We may access, store, process, and use any personal data that you provide in accordance with our [Privacy Policy](#).

13. Third-Party Websites and Content

The Services may contain (or you may be sent via the Site) links to other websites ('Third-Party Websites') as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ('Third-Party Content'). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services.

14. Services Management

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property.

15. Privacy Policy

We care about data privacy and security. Please review our [Privacy Policy](#). By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Legal Terms. The Licensing Portal and the Support Portal are operated from infrastructure in the United Kingdom. The Site (including documentation and the blog) is served from a global content delivery network. Where personal data is transferred outside the United Kingdom or the European Economic Area (for example, to our payment processor in the United States), we put appropriate safeguards in place under Chapter V of the UK GDPR and the EU GDPR; see Section 5 of the [Privacy Policy](#) for details. If you access the Services from a region whose laws differ from those of the United Kingdom, then through your continued use of the Services, you accept the transfer of your data to the United Kingdom.

16. Term and Termination

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND

WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party.

17. Modifications and Interruptions

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services.

18. Governing Law

These Legal Terms are governed by and interpreted following the laws of England and Wales, and the use of the United Nations Convention of Contracts for the International Sales of Goods is expressly excluded. If your habitual residence is in the EU, and you are a consumer, you additionally possess the protection provided to you by obligatory provisions of the law in your country to residence. Stalwart Labs Ltd and yourself both agree to submit to the non-exclusive jurisdiction of the courts of London.

19. Dispute Resolution

Informal negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Legal Terms, the Parties agree to first attempt to negotiate any Dispute informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding arbitration

Any dispute arising out of or in connection with these Legal Terms, including any question regarding their existence, validity, or termination, shall be referred to and finally resolved by binding arbitration under the Rules of the London Court of International Arbitration ('LCIA'), which Rules are deemed to be incorporated by reference into this Section. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language of the arbitral proceedings shall be English. The governing law of these Legal Terms shall be the substantive law of England and Wales.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, no arbitration shall be joined with any other proceeding, there is no right or authority for any Dispute to be arbitrated on a class-action basis, and there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions

The following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft,

piracy, invasion of privacy, or unauthorised use; and (c) any claim for injunctive relief.

20. Corrections

There may be information on the Services that contains typographical errors, inaccuracies, or omissions. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

21. Disclaimer

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

22. Limitations of Liability

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING.

23. Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable legal fees and expenses, made by any third party due to or arising out of: (1) use of the Services; (2) breach of these Legal Terms; (3) any breach of your representations and warranties set forth in these Legal Terms; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Services.

24. User Data

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services.

25. Electronic Communications, Transactions, and Signatures

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES.

26. California Users and Residents

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

27. Miscellaneous

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law.

28. Contact us

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

Stalwart Labs Ltd 128 City Road London EC1V 2NX United Kingdom

- General enquiries and sales: hello@stalw.art
- Privacy and data-subject requests: privacy@stalw.art
- Reports of abuse of the Services: abuse@stalw.art
- Security vulnerability reports: security@stalw.art (see [Vulnerability Disclosure Policy](#))