



IncaMail Acceptable Use Policy

7 December 2024

We, as the Service Provider respect the right of others and we require the same from our Customers. This Acceptable Use Policy (the "Policy") sets out a list of acceptable and unacceptable conduct for our IncaMail Services. If we believe that you abuse or misuse our Services, we can follow the procedures set out in this Policy and the [IncaMail Terms of Service](#). This Policy may change from time to time, so please check back regularly for updates and changes. Capitalized terms used below, but not defined in this Policy, have the meaning set forth in the Terms of Service.

1 Access to the Service

1.1 In order to access and use our Service, you may need to complete a registration process. When you register to the Service, you must:

- a) Provide information ("Registration Data") which is true, current, complete and accurate.
- b) Maintain and promptly update Registration Data to keep it true, current, complete and accurate at all times.

1.2 We may evaluate your Registration Data from time to time.

2 Restrictions

2.1 You cannot use the Services if you are barred from doing so under applicable law.

3 Acceptable use

3.1 As a condition to make use of the Services you agree not to send, upload or share any files via IncaMail that:

- a) feature child pornography;
- b) are obscene, defamatory, libelous, slanderous, profane, indecent or unlawful;
- c) promote racism, violence or hatred;
- d) are factually inaccurate, false, misleading or deceptive;
- e) you do not have the right to copy and/or transfer;
- f) infringe, violate or misappropriate intellectual property rights, privacy rights, including data protection rights, and/or any other kind of rights;
- g) infringe on or violate any applicable law or regulation;
- h) constitute 'hate speech', whether directed at an individual or a group, and whether based upon the race, sex, creed, national origin, religious affiliation, sexual orientation or language of such individual or group;
- i) facilitate or promote illicit drugs; and/or
- j) otherwise violate applicable laws.

3.2 You shall not misuse the Services. In particular, you agree not to:

- a) access or use the Service in a way intended to improperly avoid incurring fees or exceeding limitations of your Service Plan;
- b) use the Service to access, change, damage, delete or edit data without authorization;



- c) use any unauthorized means to modify, reroute, or gain access to the Service;
- d) try to access the Service with unauthorized software;
- e) damage, disable, overburden or impair the Service or any network connected to the Service;
- f) use the Service, directly or indirectly, to offer any service that competes with the Service;
- g) probe, scan or test the vulnerability of any system or network. The Service Provider may, in its sole discretion, make exceptions to this duty and allow hacking activities against and limited to its non-production infrastructure;
- h) participate in any activity which interferes or may interfere with the efficiency of the Service;
- i) store or transmit any software or data containing any virus, malware, trojan, spyware or other software or program code that is malicious in nature;
- j) transmit junk mail, spam, chain letters, phishing mails, unsolicited promotions or advertisements of any kind and for any purpose.

3.3 You may not, and may not attempt to, directly or indirectly:

- a) sell, resell or lease the Services or Software, unless you agreed with the reseller of the Service Provider otherwise;
- b) remove, obscure, or alter any notice of any of IncaMail trademarks, or other Intellectual Property appearing on or contained within the Services;
- c) modify, copy, tamper with or otherwise create derivative works based on the Software or the Services;
- d) analyse, reverse engineer, disassemble, or decompile the Software or the Services or apply any other process or procedure to derive the source code of any software of the Services, except for the scope in which such limitation is explicitly prohibited by law. For any release from these limitations the prior written express consent of the Service Provider is required.

3.4 If you are a Company Administered Customer, you must also comply with any applicable policies established by the Customer.

4 Restricted Countries

4.1 For regulatory or corporate policy reasons, IncaMail messages can be received, but not sent in the following countries:

<ul style="list-style-type: none">• Angola• Belarus• Bolivia• Côte d'Ivoire• Democratic Republic of Congo• Eritrea• Ethiopia• Guinea• Islamic Republic of Iran• Kenya• Lebanon• Liberia	<ul style="list-style-type: none">• Libya• Myanmar (Burma)• Nepal• Nigeria• Republic of Iraq• Zimbabwe• Somalia• Sri Lanka• Sudan• Syria• Trinidad and Tobago• People's Republic of Korea (North Korea)
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5 Passwords

- 5.1 You must keep your password confidential and must not authorize any third party to use the Service on your behalf. You are responsible for all activities in relation to your account.

6 Fraudulent activities, illegal content

- 6.1 The Service Provider reserves the right to detect suspicious or fraudulent activity and to identify violations of our Terms of Service or Acceptable Use Policy. You must contact the Service Provider immediately if you suspect misuse of your account or any security breach in the Service.
- 6.2 You may also report to us any illegal content or content that allegedly breaches our Terms of Service or Acceptable Use Policy by sending an email to support@incamail.ch.

7 Copyright Notice

- 7.1 The Service Provider respects the intellectual property rights of others, and we require the same from our Customers and Users. We will respond to notices of alleged copyright infringement if they comply with the applicable law and are properly provided to us. We will take whatever action we deem to be appropriate, in our sole discretion, such as deleting content alleged to be infringing and suspending or terminating the relevant accounts.
- 7.2 If you own a copyright or have authority to act on behalf of a copyright owner and want to report a claim that a third party is infringing that material on or through the Service, please send a notice to us at copyright@tresorit.com.
- 7.3 Please make sure the notice includes the following information:
- a) Identification of the copyrighted work that you claim to be infringed.
 - b) Identification of the material or link allegedly hosting the infringing content, including the URL and the client-side decryption key for that.
 - c) The copyright owner's contact information (including mailing address, telephone number, and email address).
 - d) A statement declaring that:
 - e) "I hereby state that I have a good faith belief that the use of the Protected Content is not authorized by the copyright owner, its agent, or the law.";
 - f) "I hereby state that the information in this notice is accurate.";
 - g) "I hereby state, that I am the owner or am authorized to act on behalf of the owner of the copyright that is allegedly infringed.";
 - h) The full name and electronic or physical signature of the copyright owner or the copyright owner's agent.

8 Procedure and remedies

- 8.1 Upon receiving a complaint, the Service Provider will verify whether the report is complete and if it is able to assess the alleged infringement. If the content is found to be illegal or in violation of our Terms of Service, or this Policy, the Service Provider makes the necessary steps and where required under law or the Terms of Service, notify the relevant User / Customer.



- 8.2 When making a decision about a complaint, the Service Provider will act in a diligent, objective and proportionate manner, and will duly consider the rights and legitimate interests of all parties involved, including their fundamental rights. While the Service Provider may involve automated tools to assess a complaint, the final decision will be taken by us.
- 8.3 Without affecting any other remedies available to us, we reserve the right to suspend and/or terminate your account immediately on notice, if we - in our own discretion or after receiving substantiated and valid complaints - find that you violate this Policy, the Terms of Service or any applicable laws on the basis of the procedure set out in this section 8 or on the basis of our internal security inquiries.