

# Mail 2.0 Terms & Conditions



**By using Mail 2.0 applications (“Apps”) or Mail 2.0 services (“Services”), you agree to be bound by the following Terms and Conditions.**

Mail 2.0 reserves the right, at its sole discretion, to modify, discontinue, or terminate the Apps or Services or to modify these Terms and Conditions, at any time and without prior notice. If we modify these Terms and Conditions, we will post the modification on the site or otherwise provide you with notice of the modification. We will also update the “Last Updated Date” in these Terms and Conditions. By continuing to access or use the Apps or Services after we have posted a modification to these Terms and Conditions or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms and Conditions. If the modified Terms and Conditions are not acceptable to you, your only recourse is to cease using the Apps and Services.

## **Brokerage Mandate**

Usage of Mail 2.0 Apps or Services in combination with filling out the provided text fields and concluding the Mail 2.0 letter sending procedure, you mandate Mail 2.0 bindingly to achieve an effort, that is carried out by a third party.

The brokerage mandate applies exclusively to the intermediation. Therefore, Mail 2.0 status is similar to an agency. Therefore, printing, enveloping, and sending the letters in the due form is not a duty of Mail 2.0.

## **Terms of the Third Parties**

Each booking accomplished using Mail 2.0 Apps or Services represents an obliging offer to conclude a contract with a third party. The third parties’ terms apply to these contracts. Issues such as general liability, cancellation, refunds, and payment modalities may be regulated there. The terms of the selected third party are presented to the customer prior to concluding the purchase and are required to be confirmed.

## **Payment, Fees, Refunds, and Chargebacks**

Mail 2.0 is responsible for payments, refunds, and chargebacks.

Mail 2.0 may ask a fee for its brokerage and the related services. The exact fee is variable and depends on the size of the letter, the origin and destination countries, quality of paper, etc.

In case of unjustified chargebacks (i.e. reversal of a credit card transfer) initiated by you, Mail 2.0 will charge a fee of EUR 50,00 per case. In such cases, you are free to prove that the damage caused is lower than that. The fee will only be charged if you are accountable for the damage.

## **Liability Limitations**

Mail 2.0 depends on the information provided by the third party partners regarding the information and terms regarding the brokered services. Mail 2.0 is not able to check the correctness, timeliness, and completeness of the provided information. Due to this fact, Mail 2.0 cannot guarantee or assure the correctness, timeliness, and completeness of this information.

Mail 2.0's liability for compensation regarding the brokerage is excepted if the damage was caused by negligence.

Possible claims fall under the statute of limitations after one year deviant to §195 BGB.

The liability limitations do not apply to damage of life, body, health, or in the case of gross negligence or in the case of deliverable acts.

## **Final Provisions**

All claims regarding Mail 2.0's brokerage are liable to German law.

Even if one or more terms prove to be invalid, the remaining terms remain valid.

These terms affect all previous or current relations of Mail 2.0 with you.

We recommend you to download and save these terms.

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