Licence terms MEYER | Mail Desktop

MEYER | Mail Desktop, version 1, last updated 13 November 2026
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Version 1 · Last updated: 13 November 2026

In case of doubt, the German version prevails, except where mandatory consumer protection law of your country requires otherwise.

§ 1 Provider, scope, contractual partners

(1) These terms govern the use of MEYER | Mail Desktop for macOS and Windows (the "Program"). The licensor is MEYER EDV GmbH, Gerberhof 3, 31535 Neustadt am Rübenberge, Germany, represented by its managing director Frank Meyer, Local Court (Amtsgericht) Hannover, HRB 220219, VAT ID DE334244746, email info@meyer-edv.com, phone +49 5032 9279898 ("MEYER EDV", "we").

(2) If you buy a licence via www.meyer-edv.com, Polar Software, Inc., 3500 South DuPont Highway, Dover, DE 19901, USA ("Polar"), is the seller and your contractual partner for the purchase and the subscription. Polar handles ordering, payment, billing and invoicing under the terms included in the ordering process. MEYER EDV grants you the rights of use and provides the services promised in these terms: licence activation, updates, technical support, and receipt of withdrawals and cancellations via its website.

(3) For MEYER | Mail Desktop, these terms take precedence over the general terms and conditions of the shop at /shop/agb.php. The shop terms do not apply to consumers. Deviating terms of the user do not apply.

(4) "Consumer" and "trader" have the meanings given in §§ 13 and 14 of the German Civil Code (BGB). Unless otherwise provided, the rules apply to all users.

§ 2 Trial

(1) You can test the Program free of charge for 60 days from its first start, without providing payment details. The trial ends automatically and does not turn into a purchase or a subscription.

(2) After the trial has ended, the Program only starts with a licence. Without a licence, the messages, contacts, appointments and notes stored in the Program are no longer accessible and cannot be exported. They are not deleted and remain on your computer; with a licence they become accessible again. Please export your data before the trial ends if you do not want to continue using the Program afterwards.

(3) The trial is a free loan for use (§§ 598 et seq. BGB). In this respect, MEYER EDV is liable only for intent and gross negligence (§ 599 BGB); § 600 BGB applies to fraudulently concealed defects. Liability under the Product Liability Act remains unaffected. Where §§ 327 et seq. BGB apply to consumers, they take precedence.

(4) The trial does not affect the right of withdrawal under a paid contract concluded later.

§ 3 Licence types

(1) **Perpetual licence.**

- For a one-off fee, you receive a right of use without time limit for major versions 1 and 2, including all bug fixes and security updates for these major versions.
- We may offer a later major version separately, unless the change is necessary to keep the Program in conformity with the contract; in that case you receive it at no additional charge.

(2) **Annual subscription.** For a yearly fee, you receive a right of use for the duration of the subscription, including all versions released during that time, including new major versions. Term and cancellation are governed by § 6.

(3) **Several users.** Licences for several users consist of the chosen number of individual entitlements; § 4 applies to each user.

§ 4 Scope of the right of use

(1) You receive a non-exclusive right to install and use the Program within the scope of the licence chosen.

(2) **Users and computers.** A licence is for one user, meaning one natural person, on up to two computers used by that person. Several profiles of the same person on one computer are permitted. Every other person needs their own entitlement, even if they use the same computer.

(3) **Changing computers.**

- If you activate a new computer, you do not need to release anything beforehand. For licences for up to ten users, our licence server automatically releases the computer that has not checked in for the longest time. This also applies if a computer is defective: simply install and activate the Program on the new computer.
- Such automatic changes are possible at most three times in 30 days.
- You can also release a computer yourself: in the MEYER EDV customer portal under "Meine Lizenzen" (My licences) with "Freigeben" (Release). These releases do not count towards the limit of three changes.
- For licences for more than ten users, please release the previous computer in the customer portal beforehand; from 25 users there are no automatic changes, so the release is required.
- You can also ask us to release a computer.

(4) **Transfer.**

- You may transfer a perpetual licence as a whole to a third party if you completely remove the Program from your devices and notify us of the new holder in text form. The new holder must accept these terms.
- A subscription is not transferable.

(5) **Interfering with the Program.**

- You may not rent out the Program, make it publicly available or circumvent technical protection measures.

- Decompiling is permitted only within the limits of §§ 69d and 69e of the German Copyright Act (UrhG).
- Copyright and trademark notices may not be removed.

(6) **Open-source components.** The Program contains open-source components. Their licences take precedence over these terms for them; they are listed in the Program in the Help menu under the item for third-party licences (file THIRD-PARTY-NOTICES.md).

§ 5 Activation and licence check

(1) Activation requires an internet connection. After that, the Program checks the licence online in the background at most every 14 days. Starting the Program does not wait for this check. Between checks and without an internet connection, the Program keeps running. The only limits are the end of the trial and an expiry date of the licence stored on your computer, for example at the end of a subscription.

(2) The data transmitted for this purpose is described in the privacy notice. It does not include messages, contacts or sign-in details.

(3) If a check fails for reasons for which you are not responsible, for example a fault on our server, we will not block a valid licence for that reason.

§ 6 Term, renewal and cancellation of the annual subscription

(1) **First term.** The subscription begins when the contract is concluded. The first term is one year; the fee for this year is payable in advance.

(2) **Renewal.** If the subscription is not cancelled, it continues for an indefinite period after the first year. The fee continues to be charged yearly in advance to the means of payment chosen when ordering.

(3) **Cancellation.**

- You can cancel at any time.
- A cancellation up to the end of the first year takes effect at the end of that year.
- Afterwards, you can cancel with one month's notice, or at a later date if you wish.

(4) **Refund.** If the subscription ends before the end of a billing year already paid for, you receive one twelfth of the annual fee for each full month after the end of the contract, i.e. EUR 3.25 per month for one user at an annual price of EUR 39.00. The refund is made through Polar to the same means of payment.

(5) **Form of cancellation.**

- Text form (for example email) is sufficient.
- From the start of sales, you will find the "Cancel contracts here" button on www.meyer-edv.com. It is the easiest way to cancel, without an account or login.
- You can also email info@meyer-edv.com or use Polar's customer portal.
- We confirm receipt immediately.

(6) **Cancellation by us.** We may cancel the subscription with three months' notice to the end of a billing year. Paragraph 4 applies to periods paid for after the end of the contract.

(7) **Termination for good cause.** The right of either party to terminate for good cause remains unaffected.

(8) **Price.** A change to the fee during the subscription only applies if you expressly agree to it. If you do not agree, the subscription continues at the previous price; our right under paragraph 6 remains unaffected.

(9) **After the end.** The right of use under the subscription ends. Your data remains on your computer, and § 2(2) applies accordingly.

§ 7 Perpetual licence: term and end

(1) The perpetual licence has no time limit. Ordinary termination by MEYER EDV is excluded. Discontinuing sales does not end the right of use.

(2) The right of either party to terminate for good cause and statutory termination rights remain unaffected. In the case of a remediable breach, a reasonable period for remedy must first be set where the law requires this.

§ 8 Updates and support

(1) **Duty to update.** We provide the contractually agreed and legally required updates, in particular security updates:

- for the perpetual licence for at least five years from the date of purchase (the day the contract is concluded, as stated in the contract confirmation), and beyond that for as long as you can expect under the statutory provisions;
- for the subscription throughout its term.

(2) **Provision and installation.** We provide updates as a download on our website www.meyer-edv.com. You download and install them yourself. Updates are not currently delivered via the Program; the "Check for updates" menu item does not currently deliver any updates from us. No update source is set up there by default. If you enter one yourself, the Program downloads versions found there without asking and installs them when you quit; therefore only enter a source you trust. If you do not install an update provided within a reasonable period, the consequences are governed by the statutory provisions (§ 327f(2) BGB).

(3) **Changes beyond the required updates.** We only make such changes for a valid reason, such as security, changes in the law, technical development or changed interfaces of third-party services. They cause you no additional costs, and we inform you clearly and comprehensibly. If a change impairs your access to the Program or its usability more than insignificantly, consumers have the rights under § 327r BGB, in particular the right to terminate the contract free of charge.

(4) **Support.** We provide support via info@meyer-edv.com. Without a separate agreement, we do not promise specific response times, on-site services or data recovery. Statutory obligations remain unaffected.

(5) **After the five years.** The perpetual licence remains valid without time limit after the five years have expired. You may continue to use the version last covered by your licence in the scope you bought, without restriction. After that, we provide further security updates insofar as paragraph 1 or the law requires.

(6) **Updates do not devalue the licence.**

- A security update never restricts a perpetual licence. It neither suspends it nor makes it invalid.
- If a necessary security fix requires a change to a newer version or major version, you receive it at no additional charge as a full version and without losing the functional scope you bought. Your perpetual right of use also applies to that version. This does not restart the period under paragraph 1.
- If your entitlement to functional updates is used up, for example because a major version is released that is no longer included in your perpetual licence, your licence remains valid and can be used without restriction in the scope you bought.
- For the subscription, a security update does not extend the term and does not revive a subscription that has ended.
- Statutory rights in the event of defects and statutory update obligations never depend on you buying a new licence or taking out or renewing a subscription.

§ 9 Third-party services and server mode

(1) **Connections.** The Program connects to the mail, calendar, contact, archive and conference services you set up yourself, optionally to Microsoft 365 or a MEYER Mail Server. These services are not part of this contract. Their providers' terms apply to them, and you need your own access with them.

(2) **Changed interfaces.** If a provider changes its interface, we adapt the Program within the scope of § 8. Your statutory rights in case of defects remain unaffected.

(3) **Server mode.** If you operate the Program with a MEYER Mail Server, the terms agreed with its operator apply to the server. If MEYER EDV operates the server for you, this is a separate contract.

§ 10 AI features

(1) **Switching on.** The AI features are switched off by default. They only become available once you switch them on and choose a provider: MEYER AI, your own server or a third-party provider.

(2) **Data transmission.** If no AI is switched on, the Program sends nothing to any AI service. If an AI is switched on, the Program by default only sends texts when you use an AI feature, and only to the chosen provider, unless the optional automatic features are switched on. These are switched off by default: automatic summary when you open an email, detection of appointments in incoming emails, automatic salutation when replying, and phishing assessment of suspicious links. If one of them is switched on, the Program sends the content required for it to the chosen provider on its own. The terms and privacy rules of third-party providers apply to them, and you need your own access with them.

(3) **Labelling and checking.** AI results are marked as such in the Program. If you adopt a draft or a salutation, it becomes normal text that you can edit. AI results may be wrong, incomplete or inappropriate. Please check them before you adopt or send them.

(4) **Third-party content.** If you send third-party content to an AI provider, please make sure you are allowed to do so. This applies in particular to business use.

§ 11 Email archive

The Program offers technical functions for storing emails in an unalterable form. Whether your archiving meets commercial and tax law requirements, such as the German GoBD, also depends on your

organisation: process documentation, access rules, storage locations and retention periods. The Program does not replace these measures, and we do not promise such suitability on the basis of the Program alone.

§ 12 Defects

(1) **Consumers.**

- For consumers, the statutory provisions on digital products apply (§§ 327 et seq. BGB), without shortening of periods and without additional duties to give notice of defects.
- Claims under the purchase contract or the subscription are directed against Polar. MEYER EDV fulfils its own commitments under these terms.
- A free trial does not exclude rights in case of defects.

(2) **Traders.**

- For traders, the statutory rights in case of defects apply. We may, at our option, remedy the defect or provide a version free of defects.
- Claims for defects of a perpetual licence become time-barred twelve months after provision. This does not apply in the cases of § 13(1) or to recourse claims under §§ 445a, 445b and 478 BGB.

§ 13 Liability

(1) **Unlimited liability.** We are liable without limitation in accordance with the statutory provisions:

- for intent and gross negligence;
- for damage arising from injury to life, body or health;
- for fraudulent concealment of a defect;
- to the extent of any guarantee given;
- under the Product Liability Act;
- under Art. 82 GDPR;
- otherwise, where liability may not be limited by law.

(2) **Simple negligence.**

- In the case of a simply negligent breach of an essential contractual obligation, we are liable for the foreseeable damage typical for the contract at the time of its conclusion. Essential obligations are those whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance you may regularly rely.
- Otherwise, liability for simple negligence is excluded.

(3) **Loss of data.**

- The same standards apply to loss of data.
- Please back up your data regularly, for example with the Program's backup function. If a failure to make a reasonable backup contributed to the damage, § 254 BGB (contributory fault) applies.
- We do not expect business backup standards from consumers.

(4) **Representatives and assistants.** These rules also apply in favour of our legal representatives, employees and vicarious agents.

(5) **Trial.** § 2(3) applies to the trial.

§ 14 Withdrawal

Consumers have a statutory right of withdrawal for the purchase and the subscription in accordance with the withdrawal notice you receive in the ordering process and with the contract confirmation. Accepting these terms, installation, activation or a prior trial do not affect this right. From the start of sales, you can also withdraw online via the "Withdraw from a contract" page on www.meyer-edv.com.

§ 15 Privacy

How the Program and MEYER EDV handle data is described in the privacy notice for MEYER | Mail Desktop (https://www.meyer-edv.com/meyer-mail/datenschutz).

§ 16 Security vulnerabilities

Please send reports of security vulnerabilities to info@meyer-edv.com with the subject "Security". We will acknowledge receipt within three business days (Monday to Friday, excluding public holidays in Lower Saxony, Germany). This is not a commitment to a fix or to any particular date; our obligations under § 8 remain unaffected.

§ 17 Changes to these terms

Changed terms only apply to an existing contract if you agree to them. Your silence does not count as agreement. § 8(3) remains unaffected.

§ 18 Applicable law, place of jurisdiction, dispute resolution

(1) German law applies, excluding the UN Convention on Contracts for the International Sale of Goods. Consumers retain the protection of the mandatory provisions of the country of their habitual residence.

(2) If the user is a merchant (Kaufmann), the exclusive place of jurisdiction is the registered office of MEYER EDV, to the extent permitted by law. For consumers, the statutory places of jurisdiction apply.

(3) MEYER EDV is neither willing nor obliged to take part in dispute resolution proceedings before a consumer arbitration board.