

Acceptable Use Policy

This Acceptable Use Policy ("AUP") outlines activities that are prohibited when using neuMails Email Services. This AUP is incorporated by reference into your Agreement with neuMails. We may update this AUP periodically to include additional reasonable measures, restrictions, or conditions on your use of our Services by publishing a revised version at <https://www.neumails.com/aup>. If there is a material adverse change to the AUP, we will provide you with thirty (30) days written notice.

If you violate this AUP, whether in whole or in part, we may limit, suspend, or terminate your account in accordance with the Agreement, including the Terms of Use. We may intercept or block any content or traffic belonging to you or your users if the Services are being used unlawfully or not in compliance with this AUP. No credits will be provided under the Agreement for service interruptions resulting from AUP violations.

The determination of whether and to what extent a customer's actions or omissions violate this AUP will be made at our sole discretion.

Requirements

Email Sending Guidelines:

Customer must ensure all email sending metrics remain within neuMails Email's thresholds.

Statistic Thresholds	Acceptable levels*	Additional details
Bounces	$\leq 5\%$	Calculated on the number of messages that have bounced
Unsubscribes	$\leq 1.4\%$	or 1% if unsubs > clicks
Spam Complaints	$\leq 0.08\%$	Calculated on the number of messages that have been reported as spam
Blocks	$<20\%$	Calculated on the number of messages that have been blocked

*neuMails reserves the right to update the parameters of the acceptable sending threshold without prior notice.

1b. Third-Party Mailing Lists:

Acquiring or sending to third-party mailing lists is strictly prohibited. This includes contact lists that are bought, rented, or scraped from third parties, as this practice is illegal in most countries and explicitly forbidden on neuMails servers.

1c. Express Consent:

Emails can only be sent to recipients who have given clear, explicit, and provable consent to receive communications. This consent must be obtained through a confirmed single or double opt-in system, clearly stating the subscription topic via an unmarked by default checkbox on an online or offline form.

1d. Proof of Consent:

Proof of consent must be provided in the event of an escalated abuse complaint. You must be able to provide information regarding all email addresses to which you've sent emails through the platform, including the basis of the obtained consent, when and how the email address was collected, and any other pertinent proof of legal permission to contact the recipients.

1e. Unsubscribe Link:

An unsubscribe link must be included in every marketing email campaign. All marketing campaigns must feature a clear and concise link for recipients to easily opt out of future communications.

1f. Sender Identification:

The sender's name and status must be clearly communicated in every email message. The "From", "To", and "Reply-To" fields must accurately and clearly identify the sender's domain name and email address. When sending from a different domain name on behalf of a partner or related third-party organization, the email body must clearly communicate that the message is sent via a third-party domain. Any third-party domains must also be validated by the sender.

1g. Privacy Policy:

You must readily publish on your website and comply with a privacy policy that meets legal requirements. A link to this policy must be included in the body of each email.

Prohibited Behaviour

You may not use our platform or services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including (but not limited to):

2a. Compliance with Laws:

Engaging in any activity or conduct that is likely to violate any applicable laws, codes, or regulations, including data privacy laws and laws related to unsolicited commercial electronic messages.

2b. Identity Concealment:

Withholding or cloaking identity or contact information, including the omission, deletion, forgery, or misreporting of any transmission or identification information, such as return mailing and IP addresses.

2c. Unethical Activities:

Engaging in any activity that might reasonably be considered: (i) illegal, immoral, unethical, deceptive, scandalous, fraudulent, offensive, and/or obscene; or (ii) harmful to the reputation and goodwill associated with neuMails or any of our services, networks, platforms, group companies, or customers.

2d. Service Interference:

Interfering with or otherwise adversely impacting any aspect of the services, our overall business and operations, or any third party or our network or platform linked to the services.

2e. Service Inconsistency:

Engaging in any activity or conduct that is inconsistent or in conflict with our services, products, network, platform, or the design, documentation, features, and intent.

Prohibited Content

You may not publish, transmit, or store on or via the Services any content or links to any content that neuMails reasonably believes is illegal, harmful, unwanted, or otherwise poses a threat to the public. Unless the sender provides sufficient and specific guarantees at our sole discretion, we generally do not work with senders who promote the following activities or send content, whether permitted by law or not, including but not limited to:

Financial and Marketing Activities:

Payday loans, debt collection agencies, affiliate marketing, or anything that can be considered abusive or dishonest.

Gambling:

Any gambling activity in violation of required licenses, codes of practice, or necessary technical standards required under the laws or regulations of any jurisdiction in which your site is hosted or accessed.

Illegal or Exploitative Content:

Content that constitutes, depicts, fosters, promotes, or relates in any manner to child pornography, bestiality, non-consensual sex acts, or otherwise unlawfully exploits persons under 18 years of age.

Violent or Harmful Content:

Content that is excessively violent, incites violence, threatens violence, contains harassing content or hate speech, creates a risk to a person's safety or health, or public safety or health, compromises national security, or interferes with an investigation by law enforcement.

Deceptive Practices:

Content that is unfair or deceptive under consumer protection laws, including chain letters and pyramid schemes.

Defamatory or Invasive Content:

Content that is defamatory or violates a person's privacy.

Malicious or Fraudulent Content:

Content that is malicious, fraudulent, or morally repugnant.

Spam:

Sending spam, whether in the form of bulk emails or one-to-one commercial emails.

Intellectual Property Violations:

Including in your campaigns, websites, ads, or account, or selling in your store any material that wasn't created by you, provided for you to use, or that would violate anyone's rights, including text, photos, graphics, and other content.

Software Misuse:

Deciphering, decompiling, disassembling, or reverse engineering any of the software.

Using any of the software to create a competing product.

Sensitive Information:

Importing or incorporating any information into any account, audience, emails, or otherwise uploading to our servers, including Social Security numbers, passwords, security credentials, or sensitive personal information regulated by applicable law.

Improper Email Lists:

Uploading or sending email campaigns to purchased, rented, third-party, co-reg, publicly available data, or partner lists of any kind.

Personal Mail:

Sending or forwarding personal mail.

Image Hosting:

Hosting images on our servers for any purpose other than for your use of the service.

Content Hosting:

Hosting content on our servers for any purpose other than for your use of the service.

Billing Thresholds:

Taking any action intended to avoid our billing thresholds, except as permitted under our Standard Terms of Use.

Bulk Emails:

Sending bulk emails, meaning emails directed to a number of individuals with the same content, through Transactional API/SMTP methods.

Transactional is designed for transactional email. Please use neuMails campaigns for your bulk sending needs.

Sending bulk emails, meaning commercial or marketing emails directed to a number of individuals with the same content, through neuMails.

Counterfeit Products:

Selling or offering to sell any counterfeit products or products that infringe the intellectual property rights of others, including trademark, copyright, design, or patent rights.

Cooperation with Investigations and Legal Proceedings

If we are legally required to permit any relevant authority to inspect your content or traffic, you agree that we can do so. Where possible, and without breaching any legal or regulatory requirement, we will provide you with reasonable prior notice of such a requirement.

We may, without notice to you, report any conduct by you that we believe violates applicable law to the appropriate authorities.

Additionally, we may provide any information we have about you, your users, or your traffic and cooperate in response to a formal request from a law enforcement or regulatory agency investigating such activity, or in response to a formal request in a civil action that meets the requirements for such a request on its face.

Third Party Conduct

You are responsible for violations of this AUP by anyone using your Services, whether with or without your permission, including any unauthorized use resulting from your failure to use reasonable security precautions. Assisting another person in an activity that would violate this AUP if performed by you is also a violation of the AUP.

You must use reasonable efforts to secure any device or network within your control against being used in breach of applicable laws against

spam and unsolicited email. This includes, where appropriate, installing antivirus software, firewall software, and applying operating system and application software patches and updates. Our right to suspend or terminate your Services applies even if a breach is committed unintentionally or without your authorization, including through a Trojan horse or virus.

Other

You may only use IP addresses assigned to you by neuMails in connection with your neuMails Services. If you register a DNS record or zone on neuMails Email managed or operated DNS servers or services for a domain of which you are not the registrant or administrative contact according to the registrar's WHOIS system, neuMails may, upon request from the registrant or administrative contact according to the registrar's WHOIS system, modify, transfer, or delete such records or zones.

You may not register to use any Services under a false name or use an invalid or unauthorized credit card in connection with any Services.

Best Practices

As a global marketing platform, we are committed to preventing abuse of our services to protect both our customers and their contacts. Maintaining a clean platform is crucial for our reputation and deliverability. Therefore, we provide, and periodically update, articles outlining best practices in our knowledge base. These include guidelines on audience permission and other best practices. You must use neuMails in accordance with these best practices, and we may suspend or terminate your account if you violate them.

Reporting Violations

To report abuse of our platform, please visit our Support Desk. We take all reports of abuse seriously and will investigate thoroughly.

Enforcement

To ensure a safe and positive platform, neuMails employs a combination of automated and human detection processes to verify that Members comply with our Standard Terms of Use and this Acceptable Use Policy. We review account behavior and content created, sent, and published in neuMails, including Campaigns and Websites. Our approach includes:

Automated, dynamic vetting and scoring analysis tools to identify and take action against abuse.

Human review to supplement our automated abuse prevention, ensuring an effective combination of quality and efficiency.

When issues arise, we take swift and appropriate action. If we receive an abuse complaint, we investigate immediately and may suspend the account if the campaign or user account appears suspicious. If our moderators decide to remove content or suspend or terminate the Member's account, we will notify the Member and explain how to contact us. Our moderators will thoughtfully consider any explanations and supplemental information provided by the Member when deciding whether to take action or reinstate access.