

Brevo Terms of Service

Table of contents

[I. General conditions of use](#)

[II. Terms of use applicable to the Brevo Payment product](#)

[III. Terms of use applicable to Users incorporated in USA, Canada, Australia and New-Zealand](#)

If the legal entity you represent or act on behalf of is incorporated in the **USA, Canada, Australia or New Zealand**, the following terms are applicable to you: [Sendinblue Inc. Terms of Use](#)

[Data Processing Agreement \(DPA\)](#)

I. General Conditions of Use

Preamble

marketing and/or transactional email and/or SMS via its website www.brevo.com ("the Site").

The purpose of these General Conditions of Use is to define the terms of use of Brevo Services. They constitute a legal and binding agreement between Brevo and any user of the www.brevo.com platform (the "User").

To access, browse, or use our Services, the User must agree to be unconditionally bound by these Terms. The User can accept the Terms by clicking to accept or by agreeing to the Terms where this option is made available in any agreement, electronic form, or the user interface for any Service Brevo offers, or by actually using the Services. By subscribing to or using the Site, the Platform or the Services, the User will be deemed to have read and accepted without reservation the current version of these General Terms of Use and the User represents and warrants that its representative is at least 18 years of age and that this representative possess the legal right and ability to enter into these Terms of Use. As the Users are accessing the Services on behalf of a legal entity, the User represents and warrant that its representative is authorized to act on behalf of the legal entity and to bind such legal entity to these Terms of Use. The User warrants that the organization the User represents is not be based in Cuba, Iran, North Korea, Syria, or any other territory that is subject to a U.S. government embargo or international sanction and that it is not listed on any U.S. government list of prohibited or restricted person.

Any special conditions potentially negotiated between Brevo and the User shall prevail over these General Conditions of Use.

The terms used in this document are defined as follows:

The "User" means any natural or legal person authorized to use the Brevo Services.

The "Services" provided by Brevo are the features made available to Users via the Site, in accordance with the applicable Version of the Software, such as sending SMSs and emails, providing reports or optimizing the deliverability of messages sent, as detailed on the Site (at the following address: <https://brevo.com/features/>) or in a purchase order if the User subscribed to the Brevo+ offer.

The "data processor" is the company that performs data processing at the request of a data controller. Thus, Brevo acts as a data processor to make its Services available to

The User's data is understood as data processed by Brevo on behalf of the User within the framework of the performance of the Services subscribed.

"Personal data" means information relating to an identified or identifiable natural person.

"Software" shall mean the suite of software owned and/or operated by Brevo or its affiliates and/or delivered under the business name Brevo and necessary to provide the Services.

"Version": shall mean all the releases of the Software developed by Brevo. All releases shall apply to the User as part of Brevo's standard software and Services. A release may create, modify or discontinue one or several feature(s) of the Service.

The "Parties" shall mean Brevo and the User.

1) Purpose of Brevo Services

Brevo provides solutions relating to marketing and/or transactional email and/or SMS, through its sending platform, marketed via the Site.

2) User account management

The use of Brevo Services requires the creation of an online account.

The Users are responsible for the accuracy of the information they provide and undertake to update the information concerning them or to notify Brevo without delay of any change affecting their situation.

The Users shall take all useful measures to maintain the confidentiality of access to their account.

In the event of fraudulent use of their account, the Users undertake to immediately notify Brevo and change their access password without delay.

Brevo shall in no event be liable for material or immaterial damages resulting from the use of the account by a third party, with or without the Users' permission.

Brevo shall store messages sent through its platform on behalf of the Users. Distribution lists shall be maintained as long as the Users correctly set up and update their account. Brevo shall protect the integrity, confidentiality and administrative, material and technical security of the Users' personal information.

3) Financial conditions

3.1 General

By subscribing to Brevo Services, the Users agree to pay the price corresponding to the Services selected and to their country of residence.

Unless specifically otherwise stipulated, the prices of the Services subscribed shall be paid at the time of subscription and in the currency in which they were invoiced, in accordance with the financial conditions detailed here: <https://www.brevo.com/pricing/>.

The prices displayed on the Site are exclusive of charges, and they do not include VAT. Additional charges shall be applied on the invoice according to the Users' country of residence and applicable legal and regulatory provisions. If the User's organization subjects invoicing and/or payment to the creation or update by Brevo of an account on a specific invoicing platform, and/or if the User's organization only accepts payment via wire transfer, Brevo reserves the right to charge an annual additional fee of 100 euros.

3.2 Prepaid Credits

Once logged in the platform, or by subscribing via our Pay as you go page (<https://www.brevo.com/pricing/pay-as-you-go/>), the User can also purchase SMS or WhatsApp messages on a pay-as-you-go basis. To send SMS and/or WhatsApp messages via the Brevo Services, the User must purchase an amount of credits in advance. One credit allows the User to send a certain number of SMS or WhatsApp messages in a given country or geographical area (hereinafter the "Ratio"). Each credit is prepaid and remains valid for a duration of twelve (12) months from its date of purchase by the User (the "Validity Period"). At the time of purchase by the User, the

Brevo's suppliers and third parties, and may therefore evolve during the performance of the contract. When an applicable exchange rate is updated or when a change of price is notified to Brevo by its suppliers or WhatsApp, Brevo might immediately apply with retroactive effect the new Ratio and price increase to the User. Users can request the communication of the current price list relevant to the destination countries for which they purchased SMS and/or WhatsApp messages at support@brevo.com. When using WhatsApp messages, the User might benefit from a fixed monthly volume of free WhatsApp messages, as described as the case may be on our Pay as you go page: this offer is only valid as long as (i) the User owns a verified WhatsApp Business account and (ii) WhatsApp provides those messages for free. The monthly volume of free WhatsApp messages resets at the end of each month.

3.3 Contact limit and fair use

When the User subscribes to a Starter or Business plan that is subject to a contacts limit and the User exceeds this contacts limit, Brevo reserves the right to automatically increase the contacts limit in the User account and upgrade the User's plan without prior notice.

If the User subscribes to a Starter or Business plan that is not subject to a contacts limit, the use of the Service shall be subject to fair use. Fair use means a limit of 500.000 contacts for the Starter plan and of 2 millions contacts for the Business plan.

In any case, Brevo reserves the right to set a limit to the overall number of contacts allowed in the User account on Starter or Business plans.

4) Use of the Services

4.1 Compliance with applicable regulations

Each Party declares that it shall respect the regulations applicable to its activity.

In general terms, the Users shall guarantee that the information sent via the Brevo Services does not contravene any legal or regulatory provision or a provision resulting from an international agreement applicable to them and in particular the provisions in force in France, in the State in which the User carries out their activity and in the State

The sending of email and SMS to customers and prospects is subject to the applicable data protection and digital marketing laws and regulations, in particular, without this list being exhaustive:

- ✓ United States: Telemarketing Sales Rule, Federal Telephone Consumer Protection Act, Can-Spam-Act.
- ✓ In France: Articles L.34-5 of the French Post and Electronic Communications Code (Code des postes et des communications électroniques) and section L.122-8, L122-9 and L122-10 of the French Consumer code.
- ✓ In Italy: Italian Code on Data Protection (Codice in materia di protezione dei dati personali).
- ✓ In Spain: Law 34/2002, of 11 July 2002, on company information services and electronic commerce (Ley 34/2002, de 11 de julio, de servicios de la sociedad de la información y de comercio electrónico) and Ley Orgánica 3/2018, de 5 de diciembre, de Protección de Datos Personales y garantía de los derechos digitales.
- ✓ In the United Kingdom: The Privacy and Electronic Communications (EC Directive) Regulations 2003.

User's intellectual property rights

The Users authorise Brevo to use their name, brand and visual identity solely for the purpose of executing the Services.

The Users guarantee to Brevo:

- ✓ that they have full power and authority to exploit and grant intellectual and industrial property rights and that these rights are in no way assigned, hypothecated, encumbered or in any way vested in a third party;
- ✓ that they have not and will not, by assignment to a third party or by any other means, do anything likely to compromise the use of intellectual and industrial property rights;
- ✓ that they have not nor will not introduce into their campaigns any sequence, reproduction or reminiscence likely to infringe on the rights of third parties;
- ✓ that no litigation or proceedings are pending or about to be brought in relation to the intellectual property rights.

4.1.2 Brevo's intellectual and industrial property rights

All programs, services, processes, designs, software, technologies, trademarks and trade names and inventions appearing on the Site, accessible via the Site or via the Brevo Services, are the property of Brevo or its licensors.

The Users shall undertake not to use, in any way whatsoever, the Site, the Services or any of the elements set out above for purposes other than those provided for herein.

4.2 Protection of the personal data of third parties

For the purposes of providing the Services, Brevo has access to information contained in email distribution lists created by the Users via their personal account, as well as to the subject and content of emails sent to their distribution lists through the Services. This information contains personal data concerning third parties.

4.2.1 Responsibility of the Users in relation to personal data

As creators of the distribution lists, the Users are responsible for the processing of the personal data appearing in those lists within the meaning of the applicable regulations. As such, if the Users are domiciled in the European Union, or if their distribution lists contain personal data of citizens of the European Union, the User guarantees to Brevo that they shall comply with the provisions of Regulation No. 2016/679 of 27 April 2016 (the "GDPR") as well as those of Law No. 78-17 of 6 January 1978 Information Technology, Data Files and Civil Liberties, and in particular:

- ✓ that the personal data contained in the files transmitted have been collected and processed in compliance with the applicable regulations;
- ✓ that the Users have informed the data subjects in accordance with the applicable rules;
- ✓ where appropriate, that the collection and processing have been consented to by the data subjects;
- ✓ that the data subjects shall be allowed to exercise their rights in accordance with the applicable rules;

or storage.

It is specified that the Users are solely responsible for managing the retention periods of personal data that they upload onto the Brevo platform, and that it is incumbent on them to delete the data as and when its retention period expires. Brevo is responsible only for deleting this data at the end of its contractual relationship with the Users.

Without prejudice to Brevo's obligations to retain data, Brevo reserves the right to delete the User's account including its content if the User has not logged in the Software for a period of ninety (90) days. Unless the period of inactivity has exceeded 18 months, Brevo will notify the User via email of the imminent deletion of the account. Following the notification, the account and its content will be automatically and permanently deleted. If the User has not logged in the Software before the end of the inactivity period, following such deletion, no restoration of the account or associated data shall be possible.

4.2.2 Protection of the User's personal data

Brevo has taken all the necessary precautions to preserve the security of personal data and, in particular, to prevent it from being distorted or damaged or from unauthorised third parties having access to it.

These measures include the following:

- ✓ Multi-level firewall
- ✓ Proven anti-virus and detection of intrusion attempts
- ✓ Encrypted data transmission using SSL/https/VPN technology
- ✓ Tier 3 and PCI DSS certified data centers

In addition, access to processing by Brevo Services requires authentication of the persons accessing the data, by means of an individual access code and password, sufficiently robust and regularly renewed.

Data transmitted over unsecured communication channels shall be subject to technical measures designed to make such data incomprehensible to any unauthorized person.

4.2.3 Conditions of the processing relationship

in this context, it is specified that:

- ✓ The Users can retrieve their distribution lists at any time by clicking on the “export button” from their personal Brevo account.
- ✓ Personal data contained in the distribution lists may only be disclosed to third parties in the following cases:
 - ✓ with the authorization of the Users certifying that the data subject have themselves authorized this disclosure;
 - ✓ at the request of the competent legal authorities, on judicial requisition, or in the context of a legal dispute.

4.2.4 Use of the data by Brevo

To enable Brevo to anticipate and avoid the risks of spam, phishing or fraud on its platform, the Users are informed that Brevo reserves the right to transmit information related to the User’s representative to third party providers domiciled outside the European Union, for the purpose of establishing a reliability score. Any transmission of this data will be carried out by Brevo in compliance with applicable laws and EU guidelines.

Finally, the Users expressly accept that the behavior of the recipients of these emails may be processed by Brevo (tracking opening rates, click rates and bounce rates at the individual level) to improve the efficiency of the emailing campaigns.

Brevo reserves the right to regularly delete the data generated by the use of the platform and Services from the User’s account, including events and logs (the “Logs”), the statistics and reports that rely on the Logs, and the email previews. The deletion of Logs will be performed at least every 24 months following each Log creation and the deletion of email preview every 30 days. These data deletions may affect the availability of the statistics and reports generated by the Services up to the date of deletion. Brevo advises the User to regularly download such data.

4.3 : Limitation of Use of the Service

The User expressly understands and agrees that the Services are provided on an as-is-and-as-available basis with all faults and defects. Brevo makes no warranties regarding the Service whatsoever, for itself and on behalf of its affiliates, licensors and service

Users requirements, achieve any intended results, be compatible, or work with any other software, applications, systems, devices or services, operate without interruption, meet any performance or reliability standards, or be error free, or that any errors or defects can or will be corrected. Brevo makes no warranty that the Services will be uninterrupted, timely, secure, error free or virus free.

The User acknowledges and accepts that its use of the Services shall comply with the guidelines detailed in the help center available at: <https://help.brevo.com/hc/en-us> (hereinafter the "Documentation"). The Documentation shall be updated from time to time and it is advised that the User consults the Documentation on a regular basis. The User acknowledges and accepts that any use of the Service disregarding, non complying and/or breaching the guidelines provided in the Documentation might affect the performance of the Service and/or modify its pricing.

4.4 Prohibited uses

The use of the Brevo Services resulting from the subscription to the said Services is strictly personal and may not be rented or transferred free of charge or for a fee to a third party. In the absence of prior authorization, the use of Brevo is limited to only one account per User.

Any use of the Services that may damage, disable, or overload Brevo's infrastructure or networks connected to Brevo's servers, or interfere with the enjoyment of the Services by other Users, is prohibited.

Any attempt to access, without authorization, the Services, any other accounts, computer systems or other networks connected to a Brevo server or any of the Services via hacking or any other method is prohibited.

The use of the Services for the purpose of selling products or services related to illegal or fraudulent activities or encouraging such activities and, in particular, without this list being exhaustive, activities related to illegal drugs, hacking programs, instructions for assembling or creating bombs, grenades or other weapons, materials containing violence against children or which encourages violence is prohibited.

Any use of the Services contrary to the applicable rules relating to telemarketing, email marketing, anti-spam, anti-phishing or personal data protection and/or contrary to the **anti spam policy** and/or the **privacy policy** is prohibited.

cancel the users' access to their services and to remove all information from their account without notice and without refund or any other form of compensation.

Brevo reserves the right to refuse or limit service to accounts not complying with its General Conditions of Use or with laws regulating communications companies, or accounts distributing unwanted communications.

The following topics are prohibited on the Brevo platform:

- ✓ Exchange of currencies, fraudulent shares and stock market transactions
- ✓ Home job offers making "get rich fast" promises, financial packages and pyramid schemes
- ✓ Sexually explicit pornography or e-commerce
- ✓ Remedies for erectile problems
- ✓ Hiring solicitation
- ✓ Lists of a political character (consular, government lists, etc.) containing addresses of individuals who have not given their explicit consent to receive communications from an identified advertiser. The fact that an email address was given to a Consulate or Embassy shall not be considered as proof of an undertaking to opt-in.
- ✓ Initial Coin Offering (ICO)

Accounts with the following activities will only be validated under certain conditions:

- ✓ Gambling and other money games
- ✓ Dating services
- ✓ Communications to contacts acquired from social networks like LinkedIn and Viadeo

5) Responsibilities and guarantees

5.1 Responsibilities and guarantees of Brevo

damage is strictly excluded. Indirect damage shall include loss of data, time, profits, turnover, margins, orders, customers, operating loss, loss of revenue, business actions, as well as damage to brand image, loss of expected results and third-party action.

Any potential compensation due from Brevo, to the User or to a third party, due to the liability of Brevo, its subsidiaries or its partners, in respect of the performance of these conditions, shall not exceed the price paid by the User for the Services giving rise to the liability in the six (6) months preceding the first incident out of which the liability arose.

In no case shall Brevo guarantee to the User the economic, image or information returns that the latter may expect from sending emails or SMSs in the context of these conditions.

Brevo does not systematically control the content of messages sent by the Users to their distribution lists, which remains the responsibility of the Users.

In no case can Brevo be held responsible in any capacity whatsoever in relation to third parties for any damage resulting from the sending of emails or SMSs on behalf of the Users.

5.2 Responsibilities and guarantees of the Users

The Users shall solely be responsible for the content of emails or SMSs sent to their distribution lists in the context of the performance of these conditions.

The Users may be held liable for non-compliance with these General Conditions of Use, with Brevo's privacy and anti-spam policies or with any legal or regulatory provision or with a provision resulting from an applicable international agreement.

The Users guarantee Brevo against any damage, any claim and any recourse of third parties resulting from a violation, by the Users, of the present General Conditions of Use, of the privacy and anti-spam policies of Brevo or of any legal or regulatory provision, or a provision resulting from an applicable international agreement.

6) Changes to the use conditions, to Brevo policies and

Brevo may modify these Terms of Use, its anti-spam and privacy policies and its offer.

In any event, the User's continued use of the Services shall constitute acceptance of the changes.

The General Terms of Use, anti-spam and confidentiality policies and their changes, as well as Brevo's offer updated with the latest changes, can be consulted at any time on the Site.

In the event of a substantial change to these terms, Brevo may decide to inform the User by email or directly on his **brevo.com** account.

As part of the Brevo Enterprise offer, Brevo reserves the right to revise the prices indicated in the purchase order (cost per mille/cost per mail, SMS/WhatsApp credit, and licence price) on an annual basis. In such a case, Brevo shall notify the new applicable prices to the User at least thirty (30) days before the renewal date.

Only the English language version of these Terms of Use is binding between Brevo and the User.

7) Duration – Termination

The present General Conditions of Use are in force for an indefinite period.

The Users may terminate their Brevo account directly from the Site at any time.

In the event of termination by the Users, the sums paid in consideration of the Brevo Services shall remain due to Brevo even if the Users did not exhaust the acquired mailing quotas.

In the event of non-compliance by the Users with these General Conditions of Use, with Brevo's privacy and anti-spam policies or with any legal or regulatory provision or one resulting from an applicable international agreement, Brevo reserves the right to terminate the Users' account subject to 15 days' notice.

The termination will occur without notice in the event of non-compliance with the article "Use of Services" of these conditions.

The Parties shall not be held liable if the non-performance or delay in the performance of one of their obligations described in these General Conditions of Use results from a force majeure event.

Force majeure means any external event which was impossible to prevent and which was unforeseeable as interpreted by the jurisprudence of the French courts, and which prevents one of the Parties from performing their obligations or makes the performance of the same excessively onerous.

Expressly, the following will be considered cases of force majeure, in addition to those usually considered by the jurisprudence of the French courts, and without this list being restrictive:

- ✓ wars, armed conflicts, riots, insurrections, sabotage, acts of terrorism,
- ✓ general or partial strikes, internal or external to the company, affecting a supplier or a national operator, lockouts, blockades of transport facilities or procurement for any reason whatsoever,
- ✓ natural disasters resulting in the destruction of infrastructure, such as fires, storms, floods, water damage,
- ✓ governmental or legal restrictions, legal or regulatory changes to forms of marketing, cases involving the suspension, cancellation or revocation of any authorization by any relevant competent authority,
- ✓ interruptions of the network of Brevo, its subcontractor or its supplier, as a result of computer breakdowns, blocking of telecommunications means, whether resulting from external attacks, interruptions to services by the access provider or other persons, and any other event not attributable to Brevo, its subcontractor or its supplier, preventing the normal performance of the services rendered,
- ✓ interruptions of the power supply of more than 48 hours.

Each party shall notify the other party by registered letter with acknowledgement of receipt of any force majeure event.

The information, including personal data, collected by Brevo in the context of its business relationship with the Users is subject to computer processing detailed in Brevo's "Privacy Policy – Protection of Personal Data".

10) Partial invalidity of the GCU

The annulment of either of the clauses of the General Conditions of Use may not entail the annulment of the same in their entirety, provided however that the balance and the general economy of the agreement can be safeguarded.

11) Applicable Law – Attribution of jurisdiction

The General Conditions of Use are governed solely by French law.

Any dispute between the Parties arising from questions as to the validity, interpretation and/or performance, termination or breach of the General Conditions of Use shall be submitted by the first-acting Party to the Commercial Court of Paris, including in the event of summary proceedings, guarantee claims and/or multiple defendants.

These terms set forth the Parties respective rights and responsibilities when using the Payment Services provided to the Client by Brevo and by the Payment Service Provider. The Payment Services are specific services that are separate from the Brevo Services.

By accessing or using the Payment Services, the Client expressly and unreservedly agrees to:

- ✓ The Brevo Terms of Service, available at <https://www.Brevo.com/legal/termsofuse/#generalconditions>, to which these terms are incorporated to, and over which these terms shall prevail in case of contradiction, and
- ✓ These Payment Terms (or the “Agreement”), and
- ✓ The Payment Service Provider Terms available at <https://www.adyen.com/legal/terms-and-conditions-adyen-for-platforms>, and
- ✓ The Adyen Prohibited and Restricted Products and Services list <https://www.adyen.com/legal/list-restricted-prohibited>, which is part of the Payment Service Provider Terms, and
- ✓ The Card User Terms, only applicable and provided to Client in case Client subscribes to the Card Services).

This Agreement is effective as of the acceptance of the Payment Services by the Client (the “**Effective Date**”). The Client can accept the Agreement by clicking to accept or by agreeing to Agreement where this option is made available in any agreement, electronic form, or the user interface for the Payment Services’ offers, or by using the Payment Services. Before using the Payment Services, Brevo recommends Client to carefully read the eligibility criteria of the Payment Services that are detailed hereafter.

Definitions

The terms in capital letters that are not defined in this agreement have the meaning defined in the Brevo Terms of Service. The terms mentioned below will have the following meaning in this document:

applicable, privacy laws, economic sanctions laws, embargoes, and any directive, policy, rule, guidance, or order that is binding on the relevant party for the relevant activity or obligation in the relevant region and that is made or given by a legislative or regulatory authority of any national, federal, commonwealth, state, provincial, or local jurisdiction.

- ✓ **“Card Program”** means the intended use of the Card Service as agreed between Adyen and Brevo, which may include applicable use limits, Card type (virtual and / or physical), regional use of the Card Service, order amounts, marketing, and Card design.
- ✓ **“Card Program Documentation”** means the set of forms, sheets, documentation and / or questionnaires requested by PSP to determine the scope of the Card Program and use of the Card Service by Brevo and the Client.
- ✓ **“Card Service”** refers to the issuing by PSP of a virtual or physical Card to the Client to enable Client to make online or offline Payment Transactions in extension of their business conduct. Cards will be linked to the Client’s virtual account or, if enabled, a bank account issued by PSP. The use of a Card by Client may be configured by Brevo e.g. to purchase specific products or services as well as to only allow Payment Transactions in certain countries. The configuration of the Card Service may be further determined between PSP and Brevo as part of the Card Program. During onboarding and thereafter from time to time as reasonably required by PSP, the relevant Card Program will be determined based on separate documentation or questionnaires (“Card Program Documentation”). PSP may from time to time, and in its reasonable discretion and prior notification, amend the Card Program or Card Service to comply with Applicable Law or Scheme Rules.
- ✓ **“Chargeback”** refers to the refund of an online payment made by the End Customer by credit card under certain conditions specified in the PSP’s general terms of use and in particular when the payment is not authorized. Chargebacks will be considered justified or unjustified depending on the policy of the End Customer’s Scheme Owner and/or bank. A Chargeback shall only be considered justified based on written evidence issued by the End Customer’s Scheme Owner or bank.
- ✓ **“Client”** shall, for the purpose of this Agreement, mean the User as defined by the Brevo Terms of Service.

the Client in accordance with the anti-money laundering and anti-terrorist financing regulations resulting from the French Monetary and Financial Code carried out by the Payment Service Provider, with the help of Brevo.

- ✓ **“Outgoing Payment Flow”** means any payment transaction associated with the Brevo Payment Account and aimed at withdrawing funds from said account (for example: outgoing transfer, withdrawal of funds, payment...).
- ✓ **“Payment Links”** means the hypertext links generated by the Client on the Platform and allowing the Client to receive the amounts paid by the End Customers directly on the Brevo Payment Account.
- ✓ **“Payment Pages”**: means the web pages generated by the Client on the Platform, hosted by Brevo which contain a Payment Link.
- ✓ **“Payment Services”** means the payment services offered by Brevo to the Client. The Payment Services are provided by the PSP. Payment Services include the Card Service.
- ✓ **“Payment Service Provider”** or **“PSP”** means Adyen, a company incorporated under Dutch law, registered under number 342595528, with its registered office at Simon Carmiggeltstraat 6-50, 1011 DJ, Amsterdam, the Netherlands. Adyen is licensed with the Netherlands Financial Market Authority under number F0001. Adyen is authorized to provide Payment Services in France under the European passport under number LEI 724500973ODKK3IFQ447.
- ✓ **“Payment Service Provider Terms”** or **“PSP Terms”** means the contract entered into by the Client and the PSP and available at <https://www.adyen.com/legal/terms-and-conditions-adyen-for-platforms>, including the Adyen Prohibited and Restricted Products and Services list available at <https://www.adyen.com/legal/list-restricted-prohibited>.
- ✓ **“Payment Transaction”** means a payment made by the User with the Card.
- ✓ **“Scheme Owner”** means the party who regulates and provides a specific payment method (e.g. Visa, MasterCard).
- ✓ **“Scheme Rules”**: the collective set of bylaws, rules, regulations, operating, regulations, procedures and/or waivers issued by the Scheme Owners as may be

- ✓ **Brevo Payment Account** or the **Payment Account**: means the payment account as defined in Article L. 314-1 I of the French Monetary and Financial Code provided by the PSP under the conditions set forth in the Payment Services Provider Terms.
- ✓ **"Brevo Payment Card"** or the **"Payment Card"**: means the payment card as defined in Article L.132-1 of the French Monetary and Financial Code. The Brevo Card is provided to the Client by the PSP upon request by Brevo. The Brevo Card is associated with the Brevo Payment Account.

SECTION 1. Duration and termination

This Agreement starts from the Effective Date and for a monthly duration. This Agreement is entered into for a term of one (1) month from the Effective date.

The Agreement will then be renewed for additional one (1) month periods, unless terminated by either Party, giving at least one (1) month' notice to:

For Brevo: to support@brevo.com

For the Client: to the user email address assigned to the Brevo account.

In case either Party is in material breach of its obligations stated in the Agreement and fails to remedy such breach within ten (10) days following the sending of a certified mail with return receipt giving notice of the breach at issue, the other Party may terminate the Agreement without prejudice to any damages it may be entitled to claim hereunder.

SECTION 2. Access to the payment services

2.1. To access and use the Payment Services, the Client must:

any additional information in order to further verify its identity. The documents provided by the Client as part of the KYC process are hosted directly by the PSP who will verify and validate them, and

- ✓ Accept the Agreement and the PSP Terms.

2.2. As part of the KYC process, the Client must provide the following documents to Brevo:

Amount available on the Payment Account	Documentation relating to the company	Documentation relating to the legal representative or beneficiaries
0.00	Company name Email Country of establishment	Full Name Country of establishment Type of beneficiary Occupation
0.00 – 999.99	Core business Registered office and/or address of the main place where the company carries out its activity if it is different from the registered office Company registration number Details of the company's bank account Telephone number Intra-community VAT number	Home address Date of birth Identity document number
1,000.00 – 4,999.99	Certificate of registration of the company at the Company Register (RCS)	Identity Document with photo
5,000+	Banking report	

2.3. Subscription to the Payment Services will only be effective if the subscription is confirmed by the PSP and/or Brevo. The PSP and Brevo reserve the right to cancel or refuse the Client's subscription to the Payment Services at their sole discretion, in particular if the Client provides incorrect, incomplete or out-of-date information or documents as part of the KYC process.

SECTION 3. Description of the payment services

3.1. General Provisions

Subject to the Client's eligibility, the Client may benefit from Payment Services enabling it to:

- ✓ Create and use a Brevo Payment Account,
- ✓ Use a Brevo Payment Card if they so request, and/or
- ✓ Create Payment Pages and Payment Links that the Client may implement on its own website or send directly to the End Customers.

The Payment Service is limited to (eligibility criteria):

- ✓ Clients with their corporate seat in the European Economic Area and / or United Kingdom ("Territory");
- ✓ Clients that are legal entities acting in the course of business or acting within the scope of an economic activity (i.e. non-consumer trade, business, craft, or liberal profession, non-profit organizations);
- ✓ Clients who have a virtual account with the PSP or are issued a bank account from the PSP;
- ✓ Clients who have accepted the Payment Service Provider Terms and as the case may be the Card User Terms available online.

Notwithstanding anything to the contrary, PSP in its sole discretion may reject the provision of the Payment Service to the Client and update the Client eligibility criteria from time to time by providing reasonable prior notice to Brevo. In this case, Brevo shall make its best efforts to provide such information to the Client in due time and shall comply with PSP's instruction.

3.2.1. Subject to the Client's eligibility, the Payment Service allows the Client to access a Brevo Payment Account.

3.2.2. From its Brevo Payment Account, the Client will be able to:

- ✓ Receive the amounts collected through the Payment Links and/or Payment Pages,
- ✓ Consult the information relating to its Brevo Payment Account including but not limited to the balance of such Payment Account,
- ✓ Issue transfers to third party payment accounts,
- ✓ Receive and use a Brevo Payment Card associated to that Payment Account upon request.

3.2.3. The Client acknowledges that:

- ✓ The amounts are at no time held by Brevo,
- ✓ The PSP and Brevo implement organizational and technical security measures in order to secure access to the Payment Account as well as the transactions carried out via the Payment Account.

3.2.4. The Client may also request from the PSP the conversion of the amounts held on the Payment Account into the currency of its choice. This conversion will be carried out, subject to a currency management difference of:

- ✓ 1.2% if the conversion is between the PSP's standard FX currencies or;
- ✓ 3% if the conversion involves a non-standard FX currency. An updated list of standard FX currencies can be provided upon request. As a reference rate for foreign currencies (FX), the PSP uses Oanda's daily FX intermediate rate (as published on www.oanda.com). In case of Charge Back, the Client will be debited only with the initial settlement amount received, in the initial currency of settlement, and the remainder of the initial transaction amount paid by the End Customer (in the initial currency of the transaction and, therefore, including currency conversion differences and/or related costs) will be supported by Brevo.

3.3.1. The Client may request the creation of a Brevo Payment Card by following the instructions on the Platform.

3.3.2. The conditions of use of the Brevo Payment Card are detailed in the PSP Terms.

3.4. Payment Pages and Payment Links

3.4.1. The Client may create Payment Links and Payment Pages via the Platform following the instructions detailed on the Platform.

3.4.2. The Payment Links may be integrated into the Client's website or sent directly to the End-Customers. The Payment Links enable the End-Customers to pay with credit or debit card.

3.4.3. The Client acknowledges that Brevo has no control over:

- ✓ The Payment Pages or Payment Links generated by the Client under the Client's full control and sole responsibility,
- ✓ The conditions under which these Pages and/or Payment Links are transmitted to third parties by the Client.

3.5. Security

As part of the provision of its Payment Services, PSP implements specific security measures detailed in the Payment Service Provider Terms.

Where relevant, each party will ensure adequate technical and procedural security measures are implemented with respect to their systems and in particular with respect to their interfaces to ensure system integrity and protection against unauthorized third-party access and use of data processed, expressly including payment transaction data and any personal data. Where PCI DSS or similar compliance standards are to be adhered to under applicable Scheme Rules, each party shall ensure it is and remains compliant and certified with respect to the relevant standards. Each party will indemnify

In accordance with the applicable laws on hacking and computer crime, Client shall only use the Payment Services for the purposes as agreed in the Agreement and shall specifically not perform or allow to be performed any actions detrimental to the security or performance of the Payment Services without Brevo's prior written consent.

When required by PSP or by Applicable Laws, the Client shall apply or implement Strong Customer Authentication (SCA) at its own costs and by its own means when required by Applicable Law.

3.6. Fees

Brevo shall withhold a commission equivalent to the amount of one percent (1%) excluding VAT of any Outgoing Payment Flow (hereinafter the "Commission"). Brevo shall reserve the right to (i) apply a license Fee (hereinafter the "Fees") for the use of the Brevo Payment Services and/or (ii) increase the percentage of the Commission during the performance of the contract. In such a case, Brevo shall inform the Client of the application or increase of the Fees and/or Commission in writing (via email or via the Brevo Payment Account) with one (1) month prior notice.

3.7. Chargeback

3.7.1. Brevo might incur undue losses resulting from Chargebacks. In case of justified Chargebacks, Brevo may be under the obligation to pay an administrative fee to the PSP. In case of unjustified Chargebacks, Brevo will incur a loss equivalent to the amount of the Chargeback and to an administrative fee.

The Parties hereby agree that Brevo shall under no circumstances bear any costs in case of a Chargeback. Client and/or its affiliate companies shall indemnify Brevo and/or its affiliate companies against all financial losses in relation to or in connection with a Chargeback.

In case of Chargeback, Brevo reserves the right (i) to set off any amounts from the Client's Payment Account to cover such loss and/or (ii) to invoice the Client for the amount of the loss and/or to directly debit the amount of the loss from the Client's bank account, in application of the direct debit mandate. The amount shall be due within thirty (30) days from the date of receipt of the invoice by the Client. The invoice shall

By accepting these Payment Terms, the Client expressly authorizes Brevo and/or POF to send instructions to Client's bank to debit Client's bank account in accordance with the payment instruction. Client's rights are explained in a statement that Client can obtain from its bank.

3.7.2. In case of one or multiple Chargeback(s), Brevo reserves the right to:

- ✓ Delay the possibility for the Client to perform an Outgoing Payment Flow after receiving payment(s) on the Payment Account;
- ✓ Impose Client to keep a minimal reserve amount, at Brevo's discretion, on the Payment Account.

SECTION 4. Suspension and termination

4.1. General

Brevo reserves the right to block all or part of the Payment Services, Payment Links and Payment Pages generated by the Client via the Platform and/or to suspend all or part of the Client's access to the Payment Services, including access to the Payment Account, in the event of a breach of this Agreement by the Client and/or in particular:

- ✓ When the use of the Payment Services by the Client presents a risk of fraud,
- ✓ When the KYC documents provided by the Client are incomplete or incorrect or not up-to-date,
- ✓ When the Payment Page displays illicit or restricted products as detailed by the PSP at the following address: <https://www.adyen.com/legal/list-restricted-prohibited> and/or when the transactions carried out by means of the Payment Services concern these products,
- ✓ At the request of the PSP in the event of a breach of its own general terms and conditions of use available at the following address: <https://www.adyen.com/legal/terms-and-conditions-adyen-for-platforms> and or of the Adyen Prohibited and Restricted Products and Services list available at <https://www.adyen.com/legal/list-restricted-prohibited>;

- ✓ At the request of the competent authorities.

4.2. Suspension criteria specific to the Card Services

Brevo reserves the right to partly or fully suspend the provision of the Card Services if, in Brevo's reasonable discretion and due diligence:

- ✓ the stability, availability, or security of the Card Services or Brevo's or PSP's system is at risk due to an act or omission of the Client that reasonably breaches Applicable Law or Scheme Rules;
- ✓ the Card Services are being used by the Client or its users in breach of this agreement and no reasonable remediation is provided by the Client;
- ✓ there is suspicion of unauthorized or fraudulent activity by the Client which cannot immediately be unfounded;
- ✓ a Scheme Owner, law enforcement, regulatory authority or regulator formally requests Brevo and/or PSP to partially or fully suspend the Card Services;
- ✓ Brevo and/or PSP does not have accurate or complete KYC information of the Client or the Client fails to pass the KYC review process, in which case the Card Services to the Client will be suspended; or
- ✓ there is a material breach of the terms of this agreement, Applicable Law (including Scheme Rules) by the Client.

SECTION 5. Obligations

5.1. Lawfulness of the activity

The Client warrants that it shall perform its activities and use the Payment Services in accordance with Applicable Law.

The Client agrees and warrants it holds and will maintain all governmental, regulatory, or exchange licenses, registrations, authorizations, approvals, and other permission required under any Applicable Law or Scheme Rules for it to lawfully perform its obligations under this agreement.

WARNING: For violations of certain key requirements under the Scheme Rules by Brevo and/or the Client, some Scheme Owners can levy significant fines, ranging from 25.000 USD to over 1 million USD. The Scheme Owners do this to protect the paying customers,

products and services for which the Client received no express authorization to use it for; (ii) using the payment method for products and services which are violating Applicable Laws; (iii) using the payment method for selling products and services for which the Scheme Owner explicitly prohibited its use (e.g. adult content, arms, drugs, counterfeit goods); (iv) Using the payment method for the benefit of a third party / reselling the use of the payment method to a third party (the authorization for the Client to use a payment method is strictly personal); (v) percentage of Payment Transactions of the Client which is subject to a Chargeback is above the applicable acceptable level; (vi) breaches of security and confidentiality obligations with respect to payment data and in particular details of credit cards used such as the CVC number or credit card number; (vii) fraudulent, misleading activities of which customers making payments are the victim.

Where PSP or Brevo becomes aware of and/or received any notice of a potential exposure to a fine from the Scheme Owners related to any Client's behavior, Client will on first request provide all reasonable co-operation to help investigate the relevant circumstances and remedy the relevant violation, notwithstanding all other rights and remedies of Brevo in such situation as per the Agreement. If fines are applied for Client's violations, these are invoiced by the PSP to Brevo. Client shall fully indemnify and hold Brevo harmless from any fines applied by the Scheme Owners as a result of Client's breach of the terms of this Agreement and related incurred reasonable legal fees and other costs.

5.2. Monitoring

Brevo may monitor and/or verify Client's procedures, processes and relevant other documentation relating to Client's responsibilities pursuant to this agreement Client will reasonably cooperate with a request for information from Brevo without undue delay and accommodate verification by way of on-site or off-site audits, as may be reasonably determined necessary by Brevo. The Client will furthermore not limit or prevent a lawful or regulatory body, competent authority or Scheme Owner from exercising its rights under Applicable Law or Scheme Rules to conduct investigations, request information or perform audits in relation to the Payment Services.

5.4. Notification

Client must notify Brevo immediately (via API, or alternative mutually agreed process) in the following circumstances:

(iv) upon the occurrence of any event, or Client becoming aware of any information, that might materially impact the Client's ability to perform its obligations towards Brevo or the PSP, or which might adversely affect Brevo's or PSP's business or its reputation in relation to the Payment Services;

(v) any material non-compliance to any Applicable Law or Scheme Rules that Client has become aware of or should have been reasonably aware of; or

(vi) a complaint or criticism from a regulatory body or other third party or any legal action that may have a material effect on the Payment Services (collectively "Complaint"). Client shall share all relevant written documentation, to the extent not prohibited by Applicable Law.

5.4. Support

Brevo shall make its best efforts to provide first and second line support to the Client. First line support means a general help desk that takes more information, offers simple solutions, and determines if an issue requires escalation to someone with more expertise. Second line support means a team with more technical knowhow who can assist with more complex issues. Support can be requested at support@Brevo.com.

SECTION 6. Privacy and security

Where PSP processes personal data for the performance of the Payment Service, and specifically those for KYC purposes, it will do so in accordance with its privacy statement (available on www.adyen.com), and if and where applicable, act as an independent data controller in accordance with applicable privacy laws (including EU General Data Protection Regulation 2016/679 "GDPR"). Where Brevo processes personal data for the performance of the Payment Service, Brevo shall do so in accordance with the Annex "DPA" of the Brevo Terms of Service. Brevo may process personal data as an independent controller in accordance with its privacy statement available at <https://www.brevo.com/legal/privacypolicy/>.

Each party shall implement and maintain industry standard technical and organizational privacy and security measures to protect the Client's personal data against unauthorized access or use.

Brevo within a timeframe that reasonably allows the other party to comply with its own obligations under Applicable Law, and in each case no later than 72 hours. Each Party will promptly take all necessary and appropriate actions to investigate, mitigate and remediate a Security Breach and its effects.

SECTION 7. Data analytics and scoring

PSP and Brevo may use de-identified transaction-related data, which may also be aggregated data, for various purposes including but not limited to analyzing, tracking, and comparing transaction and other data to develop and provide insights for Client and/or other PSP's customers as well as for developing, marketing, maintaining and/or improving PSP's or Brevo's products and services. To this end, PSP uses network analysis and machine learning models for the purpose of payment performance, gaining better insights, fraud prevention, risk assessment and for improving PSP's products and services.

PSP's Score service (or Score) uses such network analysis and machine learning models in order to identify and score fraudulent patterns in Client's transactional behavior. The Score can be accessed by PSP and Brevo.

PSP will process personal data for the Score in accordance with the Adyen Privacy Policy (available at: <https://www.adyen.com/policies-and-disclaimer/privacy-policy>).

Brevo reserves the right to cancel Transactions, at PSP's discretion, that it has reasonable grounds to suspect to be fraudulent or involving other criminal activities, even if the fraud control tool failed to block the Payment Transaction. In this case, Brevo shall notify and inform Client about these grounds without undue delay after being notified by PSP.

SECTION 8. Liability

- ✓ The information integrated into the Payment Pages,
- ✓ The integration or sending of the Payment Pages and Payment Links on the Client's website,
- ✓ The use of the Payment Card,
- ✓ The use of the Payment Account,
- ✓ Transactions made from the Payment Pages, Payment Links, Brevo Payment Card and Brevo Payment Account,
- ✓ Compliance with the PSP Terms.

8.2. The Client will hold Brevo harmless against all damages, claims and actions of third parties resulting from intentional misconduct, negligence, or breach by the Client of this Agreement and/or of the PSP Terms.

8.3. The Client is informed that any use of the Payment Services in violation of this Agreement or the PSP Terms may result in the application of a criminal or administrative sanction to the PSP, who is solely responsible for the provision of the Payment Services. In the event that the use of the Payment Services leads to the application of such sanction, the Client will hold Brevo against any claim by the PSP in this respect and will indemnify Brevo of any damage suffered as a result, provided that the damage is attributable to it.

8.4. Brevo will not give advice to the Client about financial services provided by Brevo or by the PSP nor will Brevo mediate between the PSP and the Client for the provision of the Payment Services.

SECTION 9. Specific cases of termination

Without prejudice to the termination grounds set out in the Terms and Conditions, Brevo may at any time terminate this agreement upon written notice to Client if and when:

- ✓ Brevo and/or PSP has reasonable suspicion that the Client is involved in, or facilitates, illegal or fraudulent activities;
- ✓ Brevo and/or PSP has reasonable suspicion that the Client is in breach of these Payment Terms;

poses a material risk to the reputation of Brevo, the PSP the Scheme Owners and/or the integrity of the payment system.

In all cases of termination (for breach, by mutual agreement, for non-renewal), Brevo shall set off from the Client's Account, provided the Account's balance allows it, all amounts due by Client at the date of termination.

Except as expressly notified otherwise by Brevo, the termination of this Agreement shall not automatically terminate the Brevo Terms and Conditions or as the case may be any ongoing Order Forms. However, the termination for cause of this Agreement by Brevo allows Brevo to terminate the Brevo Terms and Conditions and/or as the case may be any ongoing Order Form(s).

SECTION 10. Audit

In addition to any audit rights or ongoing provision of documentation and information obligations described herein, Client will reasonably cooperate with any request for information by Brevo or PSP, their auditors, regulatory authorities, or Scheme Owners, without undue delay. Brevo and/or PSP, its auditor, or any regulatory authority with oversight on Brevo or PSP's services, during the term, may perform audit(s), which may require both off-site and on-site access, Client's policies, procedures, software, technical connections, records and any other activity that relate to the Payment Service ("Audit"). Brevo and/or PSP will, when possible, provide at least 10 business days' advance written notice of any Audit, starting from the communication of the audit plan by Brevo and/or PSP. Client will not limit or prevent Brevo, the PSP, a lawful body, regulatory body, competent authority, auditor, or Scheme Owner from exercising its rights to conduct investigations, request information, or perform Audits in relation to the Payment Service. Any Audit shall be conducted during normal business hours, and in a manner that reasonably minimizes interference with Client's business. Client shall give all necessary assistance to the conduct of audits during the continuance of this agreement and for any period after termination of this agreement in accordance with Applicable Law. Any third-party audit costs will be borne by Brevo or the PSP, unless the audit reveals that Client has materially breached its obligations under this agreement, the Brevo Terms of Service, the Payment Service Provider Terms and/or Applicable Law.

services only)

Client agrees and complies with the current content of the Card User Terms at all times during the Client's use of the Card Services.

11.1. Issuing of physical card

Client will provide Brevo with an order form or other written request as may be agreed by the Parties, when instructing Brevo to pass on to PSP the order to design and /or manufacture Cards ("Order"). The Order shall not be binding until accepted in writing by Brevo and Adyen. When Brevo instructs PSP on behalf of Client to manufacture Cards with a custom design (such as Client's branding), the Cards must comply with the then-current Card design requirements applied by the relevant Scheme Owner. Brevo might provide available guidelines regarding Card design on request of the Client, depending on their communication by the PSP. Brevo expressly makes no warranties that a custom design complies with relevant guidelines nor that a custom design will be accepted by the relevant Scheme Owner. Brevo is not responsible or liable for costs or delays that result from a custom Card design not being accepted by the relevant Scheme Owner.

Brevo makes no warranties about communicated manufacturing or distribution timelines as these generally depend on external factors not within the control of Brevo or PSP, such as but not limited to, delays in manufacturing or distribution caused by the Card manufacturer. Client is responsible for monitoring and accounting for Card expiration. Client shall reach out to Brevo from time to time when it requires new Cards to an existing Card Program or replace existing Cards. At the time of such request Client and Brevo shall estimate the anticipated delivery time. Brevo is not responsible for managing the PSP's manufacturing stock. Brevo accepts no responsibility or liability in connection with Card stock management or Card availability.

If the Client cancels an Order due to circumstances not within the control or responsibility of Brevo, the Client will reimburse Brevo the relevant design, manufacturing, distribution and third party (cancellation) costs incurred by Brevo as a result of the Order or cancellation thereof.

11.2. Reversibility

The parties will cooperate in good faith to ensure the orderly wind-down or transition of the Card Service, including providing commercially reasonable transition support.

Termination of this Agreement does not affect each party's obligations under this Agreement, including the obligation to pay or procure payment of fees, costs, indemnified amounts or other financial obligations towards the other party based on, or resulting from, services rendered, or activities performed during the term of this Agreement.

If at the time of termination, any Client's obligations to Brevo or PSP remain in relation to the Card Service, the relevant provisions of this Agreement and the Card User Terms will survive such termination and remain in force until all obligations of the Client are fulfilled. Client accepts responsibility for any losses, claims, costs, or damages Brevo incurs.

III. Sendinblue Inc. Terms of Use

Last Updated 27th April, 2021

For users incorporated in USA, Canada, Australia and New-Zealand

The below Terms of Use (the "**Terms**") are a binding contract between you and **Sendinblue Inc. dba Sendinblue**, (collectively referred to as "**Brevo**," "**us**," "**our**," or "**we**"). These Terms, together with Sendinblue Inc. **Privacy Notice** (here after the "**Privacy Notice**"), govern your use of brevo.com and other websites we own and/or operate (collectively, the "**Site**"), our suite of software and professional services owned and operated by Brevo, Inc. or its affiliates and/or delivered under the business name Brevo (the "**Software**") for managing your contacts and designing, implementing, and administering email, SMS, and certain other marketing programs, our other digital properties or services, and your communications with us by any means (collectively the "**Services**"), whether as a Site user, customer of the Services, or representative of any legal entity that is a customer of the Services (in each case, a "**Customer**" and/or "**you**", "**your**"). These Terms apply if the legal entity of which you are a representative is incorporated in the United-States of America, in Canada, Australia or in New-Zealand. In

Any terms we use in these Terms without defining them have the definitions given to them in the Privacy Notice. Additional, separate terms and conditions may apply to some Services, which shall be included and considered part of these Terms.

Sections “Acceptable Use Standards”, “Prohibited content”, “Contents and Ownership”, “Copyright”, “Services Security Features”, “Customer Content” and “Maintenance and Planned Outages” mandatorily apply to Customers subscribing to custom-made enterprise plans, regardless of other applicable contractual documentation. Other sections shall also apply regardless of any other specific applicable contractual documentation, except in case of contradiction. Applicable contractual documentation means any agreement signed by us and Customer pertaining to the Enterprise Services.

THIS AGREEMENT INCLUDES A CLASS ACTION WAIVER AND AN ARBITRATION PROVISION THAT GOVERNS ANY DISPUTES BETWEEN YOU AND SENDINBLUE.

Acceptance. To access, browse, or use our Services, you must agree to be unconditionally bound by these Terms. You can accept the Terms by clicking to accept or by agreeing to the Terms where this option is made available to you in any agreement, electronic form, or the user interface for any Service we offer, or by actually using the Services or the Site. By using the Services, you agree to be bound by these Terms, you represent and warrant that you are at least 18 years of age and that you possess the legal right and ability to enter into these Terms of Use or, if you are accessing the Services on behalf of a legal entity, you represent and warrant that you are authorized to act on behalf of the legal entity and to bind such legal entity to these Terms of Use. You further represent and warrant that you are not based in Cuba, Iran, North Korea, Syria, or any other territory that is subject to a U.S. government embargo or that has been designated by the U.S. government as a “terrorist-supporting” country and that you are not a prohibited or restricted person as defined by the US Government. These Terms will remain in effect while you use the Services. If you do not agree and accept these Terms, you may not use, and must immediately cease all use of, the Services. If you have any questions regarding these Terms, please contact us at support@brevo.com.

Registration. To use certain Services, you must first register as a Customer. By registering with Brevo, you agree to provide us with accurate and complete, information. Information you provide and the selections you make during registration, and any changes thereto from time to time, are an integral part of and governed by these Terms. You are responsible for maintaining the confidentiality of your account information and

notify us if your account is subject to unauthorized use.

Term. These Terms are effective on the date you begin to use the Services and continue until you close your account through the platform or until Brevo terminate these Terms by giving you prior notification. Brevo reserves the right to suspend your use of the Services at any time, with or without cause. If Brevo terminates your access to the Services without cause, we will refund the prorated portion of any prepaid fees for the Services. If Brevo suspends or terminates the Services for cause, such as for a breach or violation of the Agreement, Brevo will not refund any fees paid. We may archive your account if it is not accessed for a period of 90 days, in which case your account will be deactivated.

Privacy Notice. You acknowledge that you have read and understand our **Privacy Notice**, which is incorporated into these Terms by this reference. By using the Services, you represent and warrant that (a) any information you submit to us is truthful and accurate, (b) you will maintain the accuracy of that information, and (c) your use of our Services does not violate any applicable law, rule or regulation. Any information that you provide to us will also be subject to our Privacy Notice.

Service Communications. Brevo may use your contact information to communicate with you about our Services. For example, we may send you service announcements or administrative emails. We may use text, phone, or other means to authenticate your account or provide you with customer support. You understand that you receive these communications as part of your use of the Services, and you will not be able to opt out from receiving these service announcements and administrative messages.

Texting Consent. By providing Brevo with your wireless phone number, you consent to Brevo using text messaging to communicate with you. We may send you text messages related to the Services you use, including for security verification purposes.

Marketing Communications. We may send you marketing communications by email, mail, or other means in compliance with applicable law. You can opt-out of receiving marketing communications from Brevo at any time.

License Grant. As a Customer of the Services, on condition that your registration and subscription (if any) is current, we hereby grant you a limited non-exclusive, non-transferable, non-sublicensable license to read and access the Services and our information and materials contained on the Services in accordance with these Terms of

Acceptable Use Standards. Your use of the Services must comply with our community standards ("**Acceptable Use Standards**") described in this section and with our Anti-spam Policy, available on demand and/or on our Site. You hereby agree to not:

- ✓ Send messages that violate the CAN-SPAM or other anti-spam laws;
- ✓ Use the Service for any unlawful or abusive purpose or in any way which interferes with our ability to provide the Services to other Customers or potential Customers;
- ✓ Organize or participate in any Prohibited content (defined below);
- ✓ transfer or attempt to transfer abnormally large files or streaming media presentations;
- ✓ Use purchased, rented, or third-party lists of email addresses;
- ✓ Use a false e-mail address, impersonate any person or entity, or otherwise mislead us or other Customers as to your identity;
- ✓ Post false, inaccurate, misleading, defamatory, or libelous content (including Personal Information);
- ✓ Use the Services in a manner that might confuse others as to Brevo's identity or disparage us;
- ✓ Distribute or post spam, chain letters, or pyramid schemes;
- ✓ Distribute viruses or any other technologies that may harm us, or the interests or property of Customers;
- ✓ Commercialize, rent, retransmit, disclose, publish, resell (except pursuant to a written reseller agreement with us), assign, lease, sublicense, market or transfer the Services or any portion of it (including the Contents);
- ✓ Copy, reverse engineer, translate, port, modify or make derivative works of any portion of the Services; or
- ✓ Use the Services for any unlawful activities, in violation of any third-party rights, or in a manner that is otherwise objectionable as determined by Brevo at our sole discretion.

Without limiting the foregoing, tampering with the Services, conducting fraudulent activities on the Services, and all other illegal activities are prohibited and may subject a Customer to legal action and/or termination of access to the Services. We reserve the

We reserve the right to interrupt or restrict service at any time, without notice to you, if we suspect you have violated our Acceptable Use Standards or otherwise engaged in fraudulent, abusive, or unlawful activity. You agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe as set forth from time to time at the sole discretion of Brevo. You also agree that we may report any activity that we suspect is unlawful to appropriate government authorities and to cooperate with any investigation conducted by any government authority.

Prohibited content. The Service may not be used for or contain the following (“Prohibited content”):

- ✓ Gambling or games of chance, including campaigns, materials, posts, or otherwise that constitute gambling or any game of chance, or which promote giveaways, random drawings, raffles, or prizes, except promotions that comply with all applicable laws
- ✓ Any content that encourages illegal activity, as well as campaigns, materials, posts, or any other activity that encourages, promotes, facilitates, or instructs others to engage in illegal activity
- ✓ Adult subjects, nudity, or sexual acts
- ✓ Promotion of hatred, violence, racial, or religious intolerance, campaigns, materials, posts, or other any other content that promotes or glorifies hatred, violence, racial or religious intolerance, or items that promote organizations with such views
- ✓ Any campaigns, materials, posts, or other content where it appears that a person is attempting to use Brevo (directly or through another person) to benefit financially from a criminal activity or
- ✓ Otherwise objectionable, campaigns, materials, posts, or other content as determined by Brevo in our sole discretion.

Brevo reserves the right to suspend any Customer whom Brevo determines, in our sole discretion, is or has engaged in a Prohibited content.

Subscription. This section applies to paying Customers who sign up for a paid Services plan online or via a purchase order established by our services.

At the end of the initial period, the subscription is automatically renewed for successive periods equivalent to the initial period.

Unless otherwise specified in a purchase order, the Customer may, at any time, terminate the automatic renewal by cancelling their subscription from their Account.

When the Customer ends the renewal, the subscription continues until the end of the current period and is not renewed. Any remaining credits will be lost.

Payment. When you sign up to a paid Services plan online, you are required to select a plan level and you will be charged according to the terms of the applicable paid plan level. You are responsible for paying the fees associated with the plan level you have selected, as well as any and all applicable sales and use taxes for your purchase of Services based on the address that you provide at signup. Your monthly or annual payment is due on the date you sign up and billing for the following month or years will occur on the same date each month or year.

If you downgrade or upgrade your plan level during a billing cycle, we will issue a credit note for the remaining prepaid amount on a pro-rata basis. The credit note will automatically be applied to your next invoice.

You are required to maintain a valid payment method, such as debit or credit card information, on file with us. You authorize Brevo to charge your payment method for the amount due to Brevo for the Services, any sales and use taxes and any applicable late fees or interest. If your card is replaced for any reason, you authorize us to charge such replacement card for the amount due to Brevo for any Services. The person submitting the card for payment represents and warrants that they are authorized to use such card, that the card may be charged as agreed herein, and that such charges will not be rejected. You agree that you are solely liable for any payment or credit card fraud, abuse or unauthorized use by you or others.

If we stop providing the service to you for any reason and terminate your account without cause, we will provide you a refund of the pro rata amount of the monthly or annual charge that was prepaid. Otherwise, you won't be entitled to a refund or credit for any reason.

then we may charge a late fee of \$10 and we may assess interest at the rate of 1.5% of the outstanding balance per month (18% per year), or the maximum rate permitted by law, whichever is lower, from 30 days after the due date until the date paid. If your unpaid fees are referred to an attorney or collections agency, you shall pay all reasonable attorney's fees or collections agency fees.

Brevo uses PCI DSS-compliant third party payment providers to process payments, including Adyen, PayPal, GoCardless, and Chargebee, and Brevo reserves the right to process payments using any provider. Your payment is subject to the terms and conditions imposed by the third-party payment provider.

Contents and Ownership. Unless otherwise expressly indicated, the information contained on the Services and any updates or improvements thereto are owned, controlled, or licensed by Brevo or its affiliates or licensors, including, but not limited to (a) all platforms, software, and proprietary technology; (b) products, services, and related documentation available on the Services; (c) all features, functionality, ideas, images, illustrations, designs, photographs, video clips, text, graphics, icons, designs, software code, and other materials; and (d) all names, logos, taglines, trade dress, copyrights, patents, trademarks, or other intellectual property (collectively, the "**Contents**"). Contents not owned or controlled by Brevo are the property of their respective owners. The Contents are protected by U.S. and foreign copyright, trademark, trade dress, or other proprietary right laws and international conventions. No license to or regarding any of the Contents is granted in connection with your use of the Services, except as specifically set forth in these Terms or the applicable license terms pertaining to certain Brevo Services. All rights that are not granted to you are reserved by Brevo. Only a duly authorized officer of Brevo may grant permission or a license to use any of our Contents; any attempted grant or similar promise by anyone other than a duly authorized officer of Brevo is invalid.

Copyright. You do not have permission to copy, reproduce, make derivative works from, distribute, republish, download, display, perform, post electronically or mechanically, transmit, record, or mirror any of the Contents without the prior written permission of Brevo. You may only display, download, and print in hard copy format the Contents for the purposes of using the Services as an internal or personal business resource.

Trademarks. Brevo's registered and unregistered trademarks and trade dress, including the Brevo word mark, and Brevo graphics, logos, page headers, button icons, scripts, and service names, taglines, trade dress, and other trademarks, may not be copied,

party trademarks and service marks used on our Services are the property of their respective owners. Brevo and the other licensors of the marks on our Services reserve all rights with respect to all Contents and all intellectual property.

Feedback. You may from time-to-time provide Brevo materials, communications, suggestions, comments, improvements, ideas or other feedback related to the Services (“Feedback”). You hereby grant to Brevo all rights, titles, and interests in and to any Feedback. In the event this grant is not sufficient for us to fully realize and use the Feedback, you additionally grant Brevo a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use and incorporate into the Services or our website any of the Feedback. By providing Feedback, you represent that the Feedback is not subject to any intellectual property claim by a third party or any license terms which would require products or services derived from that Feedback to be licensed to or from, or shared with, any third party.

Reports. Brevo may, from time to time, de-identify the Personal Information (“De-identified Information”) that we collect directly from you and combine it with others’ De-identified Information in order to generate statistics, reports and studies. Brevo uses these reports and studies for internal purposes only. Any such reports or studies are the sole and exclusive property of Brevo. You hereby assign any rights you may have to such reports, studies, and your De-identified Information contained therein to Brevo in perpetuity throughout the world for any and all present or future uses in any and all languages and for no compensation. All De-identified Information will be treated as nonconfidential and nonproprietary. Brevo shall be under no obligation of any kind with respect to such De-identified Information and shall be free to reproduce, make derivative works from, use, disclose, and distribute the Reports to others without limitation. Additionally, Brevo may use any ideas, concepts, know-how, or techniques contained in generating reports or studies for any purpose whatsoever including, but not limited to, developing, manufacturing, or marketing products incorporating such information.

Services Security Features. You are strictly prohibited from violating or trying to violate the security features of the Services, such as by (a) accessing data not intended for you or logging onto a server or an account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of a system or network, or to breach security or authentication measures unless we expressly authorize that you do so in writing; (c) attempting to interfere with service to any user, host or network, such as by means of submitting a virus to the Services, overloading, “flooding,” “spamming,” “mail

You hereby agree not to use any device, software, or routine to interfere or try to interfere with the proper working of this Services or any activity being conducted on this Services. You further agree not to use or try to use any engine, software, tool, agent or other device or mechanism (including browsers, spiders, robots, avatars, or intelligent agents) to navigate or search the Services other than the search engine and search agents that we make available on this Services and other than the generally available third-party web browsers. If you violate our system or network security, you may face civil or criminal liability. We will investigate occurrences that may involve such violations. We may involve or cooperate with law enforcement authorities in prosecuting users who are involved in such violations.

Customer Content. The Services may contain features that allow Customers to submit content as part of managing contacts and designing and administering email, SMS, and certain other marketing programs and to send certain communications and other content using the Services, (any such content submitted referred to as “Customer Content”). You represent that you are the owner of any Customer Content you submit and/or have the necessary rights, licenses, and authorization to distribute it.

By submitting your Customer Content, you hereby grant us an irrevocable, worldwide, fully paid-up and royalty free, non-exclusive, unlimited license, including the right to sublicense and assign to third parties, and the right to use and disclose your Customer Content, in order to provide you with the Services, during the performance of these Terms. To the extent permitted by applicable laws, you hereby covenant not to assert against Us any moral rights you may have in any of Your Customer Content. You further hereby authorize Brevo to mention your business name and logos as trade references on any communication medium including social media. These mentions are granted free of charge. You may terminate this authorization at any time by sending a simple email to enterprise.marketing@brevo.com

Brevo is not responsible for any Customer Content. We reserve the right to withhold approval, or remove Customer Content for any reason at our sole discretion, but we have no obligation to police Customer Content on the Services. We further reserve the right to remove any Customer Content for any reason and to interrupt or restrict the Services at any time, without notice to you or any other Customers, if we suspect activity that is unlawful, abusive, or otherwise in breach of these Terms.

not be reclaimed or used for any future account.

Third Party Rights. We take the rights of others very seriously. If you have any concerns that Customer Content, or other content made available by third parties via the Services is improper or infringing, please contact us at support@brevo.com. If you would like the reported content removed, please provide:

- ✓ A detailed description of the content, including where it is located;
- ✓ A statement that you have a good faith belief that the third party does not have permission to use the content;
- ✓ A statement that you are the owner, or exclusive agent of the owner, of the content;
- ✓ Your contact information, including telephone number and physical address; and
- ✓ A signed and sworn statement, under penalty of perjury, that your statements above are true.

Links to Other Websites. Links to third party websites from the Services are provided solely for your convenience. Brevo is not responsible for the content of any other websites, nor do we make any representations about the content or accuracy of material on any other websites. Inclusion of any linked website on our Services does not imply our approval or endorsement. If you click through to another website, you do so at your own risk, and you will be subject to that website's privacy practices and not ours. Any concerns regarding any such website, or a hyperlink thereto, should be directed to the website's owner or operator.

Maintenance and Planned Outages. Brevo may limit or suspend the Services from time to time to perform scheduled maintenance or to stop a violation of this Agreement, to prevent material harm to Brevo or its customers or as required by applicable law. Brevo will endeavor to give Customer reasonable advance notice of any limitation or suspension so that Customer can plan around it, or address the issue that has prompted Brevo to take such action. There may be some situations, such as security emergencies, where it is not practicable for Brevo to give such advance notice. Brevo will use commercially reasonable efforts to narrow the scope and duration of the limitation or suspension as is needed to resolve the issue that prompted such action. In any case, no credit of service shall be granted to Customer in such cases of suspension.

AND EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE, ON OUR BEHALF AND THAT OF OUR AFFILIATES, LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE FURTHER DISCLAIM ANY WARRANTY OR UNDERTAKING, AND MAKE NO REPRESENTATION OF ANY KIND THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, DEVICES OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. WE DO NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE ON THE SERVICES IS ACCURATE, COMPLETE, OR CURRENT. WE MAKE NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE OR VIRUS FREE. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, the foregoing disclaimers may not apply to You insofar as they relate to implied warranties. If You rely on the representations or warranties of any third persons with respect to the Services (including without limitation by dealers or resellers of the Services) beyond those made by Brevo, your sole remedy for such reliance is against the third person making such representation or warranty.

YOU USE THE SERVICES AT YOUR OWN RISK. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM USE OF OUR SITE, FROM THE CONDUCT OF ANY USERS (WHETHER ONLINE OR OFFLINE), OR OTHERWISE. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER, SOFTWARE, MODEM, TELEPHONE OR OTHER PROPERTY RESULTING FROM YOUR USE OF (OR INABILITY TO USE) OUR SERVICES. WE WILL NOT BE LIABLE TO YOU IF YOU ARE UNABLE TO ACCESS INFORMATION THROUGH OUR SERVICES. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM SENDINBLUE, ITS OFFICERS, EMPLOYEES, OR REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COST, EXPENSE, OR DEMAND, INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES, DUE OR RELATING TO OR ARISING OUT OF (I) YOUR USE OR MISUSE OF OUR SERVICES, (II) ANY OTHER PERSON'S USE OF ANY ACCOUNT OR PIN YOU MAINTAIN, REGARDLESS OF WHETHER SUCH USE IS AUTHORIZED BY YOU; (III) YOUR PROMISES OR STATEMENTS MADE IN THIS AGREEMENT; (IV) YOUR BREACH OF OUR TERMS, OR (V) ANY BREACH OF YOUR REPRESENTATIONS AND WARRANTIES SET FORTH IN OUR TERMS.

Limited Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SENDINBLUE OR OUR AFFILIATES, OR ANY OF OUR OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS OR ANY OF OUR OR THEIR EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, SUPPLIERS OR THIRD-PARTY SERVICE PROVIDERS BE LIABLE TO YOU OR ANY OTHER PERSON RELATED TO OR ARISING OUT OF USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, FOR SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE; LOSS OR COMPROMISE OF DATA, PROFITS OR GOODWILL; BUSINESS INTERRUPTION; COMPUTER FAILURE OR MALFUNCTION; PERSONAL INJURY OR PROPERTY DAMAGE, OR OTHER DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, COPYING, OR DISPLAY OF THE CONTENT OF THIS SITE. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, DEFAMATION, STRICT LIABILITY, MISREPRESENTATION, PRODUCTS LIABILITY, VIOLATIONS OF LAW (INCLUDING REGULATIONS), NEGLIGENCE, AND OTHER TORTS, AS WELL AS THIRD-PARTY CLAIMS, AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, SENDINBLUE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE, AND REGARDLESS OF THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. YOU HEREBY AGREE TO WAIVE ALL LAWS THAT MAY LIMIT THE EFFECTIVENESS OF THE FOREGOING RELEASES. THIS LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

WITHOUT LIMITING THE FOREGOING PROVISIONS OR THE PROVISIONS OF OUR PRIVACY NOTICE IN ANY WAY, THE LIMIT ON TOTAL CUMULATIVE LIABILITY OWED BY SENDINBLUE TO YOU OR ANY PERSON FOR ANY CLAIMS ARISING FROM OR RELATING TO THE SERVICES SHALL BE LIMITED TO A MAXIMUM OF THE AMOUNT YOU HAVE

THESE TERMS OR SENDINBLUE'S SERVICES MUST BE COMMENCED WITHIN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Force Majeure. Brevo shall be excused from any delay or failure in performance hereunder caused by reason of occurrence or contingency beyond its reasonable control, including without limitation, acts of God, earthquake, fire, flooding, riots, war, pandemic, or government requirements.

Assignment. You may not assign, delegate, or transfer these Terms, or your rights or obligations hereunder, or your subscription or other use of the Services, in any way (by operation of law or otherwise) without prior written consent from Brevo. Any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. We may transfer, assign, or delegate these Terms and our rights and obligations without your consent. Subject to the foregoing, these Terms shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

Notices. Notices to you are effective when sent by email to the email address we have on file for you or, at our option and if applicable, three (3) days following the date such notice is deposited in the US Mail addressed to the address we have on file for you. You are responsible for notifying us of any changes in your contact information. Written notice to Brevo shall be effective when directed to our Customer Care Department and received at our address available at brevo.com/contact. Your notice must specify your name, email address, telephone contact and Brevo account number.

Governing Law and Venue. Claims relating to, including the use of, the Services and the Contents contained herein are governed by the laws of the United States and the State of Washington, without regard to its conflicts of laws rules. Any legal suit, action, or proceeding arising out of or related to these Terms or the Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of Washington. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Class Action Waiver. YOU HEREBY WAIVE ANY RIGHT TO COMMENCE OR PARTICIPATE IN ANY CLASS ACTION LAWSUIT AGAINST SENDINBLUE RELATED TO ANY CLAIM, DISPUTE OR CONTROVERSY, AND, WHERE APPLICABLE, YOU HEREBY AGREE TO OPT OUT OF ANY CLASS PROCEEDING AGAINST SENDINBLUE OTHERWISE COMMENCED.

YOU AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, ALSO MAY BE UNAVAILABLE OR LIMITED IN ARBITRATION.

Any claim or dispute brought by you arising from or relating to these Terms, or to the relationships that result from these Terms, including disputes about the validity, scope, or enforceability of this arbitration provision (collectively, "Covered Disputes") may, at Brevo's option and in its sole discretion, be settled exclusively by binding, individual arbitration, rather than in court, and to be held in King County, Washington, or another location mutually agreeable to the parties. The arbitration will be conducted by the American Arbitration Association under its rules and procedures. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. Prior to initiating any arbitration, you will give Brevo at least 60 days' advanced written notice of your intent to file for arbitration. You must provide such notice by email to support@brevo.com. During such 60-day notice period, the parties will endeavor to settle amicably by mutual discussions any Covered Disputes. Failing such amicable settlement and expiration of the notice period, either party may initiate arbitration. The arbitrator will have the power to grant whatever relief would be available in court under law or in equity, and any award of the arbitrator(s) will be final and binding on each of the parties. Judgment upon the award rendered by an arbitrator may be entered in any court of competent jurisdiction. The arbitrator will apply applicable law and the provisions of these Terms, and the failure to do so will be deemed an excess of arbitral authority and grounds for judicial review. You are not entitled to arbitrate any Covered Dispute as a class, representative, or private attorney action, and the arbitrator(s) will have no authority to proceed on a class, representative, or private attorney general basis. If any provision of the agreement to arbitrate in this section is found illegal or unenforceable, the remaining arbitration terms shall continue to be fully valid, binding, and enforceable (but in no case will there be a class, representative, or private attorney general arbitration). These Terms and related transactions will be subject to and governed by the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (FAA) and, where otherwise applicable, by the laws of the State of Washington. Brevo reserves all rights to pursue any and all claims and remedies, whether in a court of law or other tribunal, and in no way shall the foregoing be interpreted to limit Brevo's rights in this regard.

to reflect the parties' original intent, and the remaining portions shall remain in full force and effect. You hereby consent to Brevo publicizing the existence (but not the terms) of the relationship contemplated hereunder as a part of Brevo's promotional and marketing activities from time to time. These Terms, along with the agreements incorporated by reference herein, constitute the entire agreement between Brevo and you with respect to your access to and use of the Services and your Brevo account, and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between Brevo and you with respect thereto and, with respect to your use of the Services, supersedes the terms of any other party's terms and conditions. These Terms may be executed by the parties hereto in separate counterparts, as applicable to the Services, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument. The failure of Brevo to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

Consent to Do Business Electronically. By accessing our Services, subscribing with us, creating a Brevo account, typing your name into any of our electronic forms and indicating your acceptance, or submitting information by clicking a box, you consent to (a) Brevo communicating with you electronically; (b) receiving all applications, notices, disclosures and authorizations (collectively, "Records") from Brevo electronically; and (c) entering into agreements and transactions using electronic Records and signatures. Please note that federal law treats electronic signatures as having the same legal force and effect as if they were signed on paper by hand, and online contracts have the same legal force as signing an equivalent paper contract in ink. Brevo will use electronic documents for all communications, agreements, disclosures, authorizations, and other documents necessary to provide you with the Services. You must have a computer or other web-enabled device, a connection to the internet, an active email account, and the ability to receive and read electronic files to conduct business with us electronically. You agree to be responsible for keeping your own Records. You may print or download Records from the Services and keep them for your own reference. If you require assistance with your Records, wish to receive Records in paper format, or wish to withdraw your consent to receiving electronic Records from us, please contact us at support@brevo.com. Agreements and transactions executed prior to this request will remain valid and enforceable.

Modification of Terms of Use. Brevo reserves the right to revise these Terms of Use by updating the Terms of Use posted to its website without prior notice. Your continued

Contact Us. If you have any questions about these Terms, please contact us at support@brevo.com.

The DPA has been updated on 08/21/23 to notably:

- ✓ *adapt its content to Brevo's new products and services;*
- ✓ *take into account the latest changes of applicable privacy laws;*
- ✓ *detail the description of the processing.*

To consult the previous version please ask the support team.

DATA PROCESSING AGREEMENT (DPA)

This Data Processing Agreement and its Annex (collectively, the “**DPA**”) is part of the Terms and Conditions between Brevo and the Customer (the “Terms”) and sets forth the terms and conditions relating to Processing of Personal Data by Brevo. The Parties agree to comply with the terms and conditions in this DPA in connection with such Processing of Personal Data contained in Customer Data. For the purpose of this agreement, the Parties agree that Brevo acts as Processor and Customer acts as Controller as those terms are defined under Data Protection Laws. In some cases where Customer acts as Processor for an end-user, Brevo shall act as subprocessor. This DPA shall not replace any comparable or additional rights relating to Processing of Personal Data contained in the Terms. All capitalized terms not defined herein have the same meaning set forth in the Terms. All capitalized terms not defined in this DPA shall have the meaning set forth in the Terms.

"Affiliate" means an entity that directly or indirectly Controls, is Controlled by or is under common Control with an entity.

"CCPA" means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations, as amended from time to time.

"Control" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the entity in question. The term **"Controlled"** shall be construed accordingly.

"Controller" means the entity which determines the means and purposes of the Processing of Personal Data.

"Customer Data" means any Personal Data that Brevo processes on behalf of Customer as a Processor in the course of providing Services, as more particularly described in this DPA.

"Data Protection Laws" means all laws and regulations applicable to the Processing of Personal Data under the Terms, including without limitation CCPA and other laws and regulations of the United States and its states, the GDPR and other EU Data Protection Laws and Regulations, each as amended from time to time.

"Data Subject" means the identified or identifiable person to whom Personal Data relates.

"EEA" means, for the purposes of this DPA, the European Economic Area, United Kingdom and Switzerland.

"EU Data Protection Law" means (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation) ("**GDPR**"); and (ii) Directive 2002/58/EC concerning the processing of Personal Data and the protection of privacy in the electronic communications sector, and other applicable laws and regulations of the European Union, the European Economic Area and their member states, Switzerland, and the United Kingdom, as well as applicable national implementations thereof (as may be amended, superseded or replaced).

"Group" means any and all Affiliates that are part of an entity's corporate group.

identified or identifiable legal entity (where such information is protected as personal data or personally identifiable information under applicable Data Protection Laws and Regulations).

“Processing” has the meaning given to it in the GDPR and **“process”, “processes”** and **“processed”** shall be interpreted accordingly.

“Processor” means the Party which Processes Personal Data on behalf of the Controller, including as applicable any “Service Provider” as that term is defined by the CCPA and comparable U.S. privacy laws.

“Services” means all features and services provided by Brevo via its online Platform.

“Security Incident” means any unauthorized or unlawful breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Customer Data.

“Sub-processor” means any Processor engaged by Brevo or its Affiliates to assist in fulfilling its obligations with respect to providing the Services pursuant to the Terms or this DPA. Sub-processors may include third parties or members of the Brevo Group.

2. Relationship with the Terms

2.1. If there is any conflict between this DPA and any other provision of the Terms, this DPA shall prevail to the extent of that conflict.

2.2. Any claims brought under or in connection with this DPA shall be subject to the terms of the Terms, including but not limited to the exclusions and limitations set forth in the Terms.

2.3. No one other than a party to this DPA, its successors and permitted assignees shall have any right to enforce any of its terms.

2.4. This DPA shall be governed by and construed in accordance with governing law and jurisdiction provisions in the Terms, unless required otherwise by applicable Data Protection Laws.

2.5. This DPA applies where and only to the extent that Data Protection Laws are applicable to the processing of Customer Data.

3.1. Role of Parties: The parties acknowledge and agree that (i) with regard to the Processing of Customer Data, Customer is the Controller and Brevo is the Processor and (ii) Brevo will engage Sub-Processors pursuant to the requirements set forth in Section 7 “Sub-Processors” below. Brevo may process Customer Data as a Controller in accordance with Brevo’s privacy policy that Customer hereby acknowledges (<https://www.brevo.com/legal/privacypolicy/>) in order to manage the Customer’s account, provide billing, produce statistics, or defend its rights in court or in settlement.

3.2. Duration: Brevo shall Process Customer Data throughout the duration of the term of the Terms or any renewal thereof. Upon termination of the Services by either party, Brevo shall cease processing Customer Data. Brevo may use Customer Data for the purpose of creating statistics and improving its products and services in an anonymized or aggregated manner or to comply with legal obligations applicable to Brevo in its role as a hosting provider.

3.3. Nature of Processing: The nature of Brevo’s Processing of Customer Data as Customer’s Processor is described in and governed by the Terms. The provision of the standard Services includes, without limitation, maintaining and improving the security of Brevo’s platform, maintaining and improving the deliverability conditions of electronic communications, and developing the Brevo product and user experience.

3.4. Purpose of Processing: The purpose of Brevo’s Processing of Customer Data as Customer’s Processor is the provision of Brevo’s standard Services to the Customer and the performance of Brevo’s obligations to Customer and under applicable laws. In particular, Brevo shall process Customer Data for the following purposes:

- ✓ Storage of contact lists uploaded by Users
- ✓ Sending messages by email or SMS or other means of electronic communications, whether automated or not
- ✓ Retention and analysis of email deliverability data
- ✓ Collection of unsubscriptions
- ✓ Collection of consents (in the event that the User uses the Brevo form to retrieve contact data from their own site)

3.5. Categories of Data Subjects: Users, and any individual: (i) whose email address and/or telephone number is included in the Customer distribution list; (ii) whose

3.6. Subject matter: The subject matter of data processed under this DPA is Customer Data as described in the Terms and this DPA.

(a) Customer and Users: identification and contact details (name, address, title, contact details, username, company/organization details, phone number); organization details (geographic location, website), sending information (email address, IP address, date and time).

(b) Contact/recipient: identification and contact details as uploaded by the User (name, email address, telephone number, notes, imported file); IT information (IP addresses, open/click rate and events related), sending information (date and time).

3.7. Instructions: Brevo shall Process, retain, use, store, or disclose Customer Data only according to written, documented instructions issued by Customer to Brevo to perform a specific or general action with regard to Customer Data for the purpose of providing the services to Customer pursuant to the Terms (Customer's "Instructions"). The parties agree that the Terms (including this DPA), together with Customer's use of the Brevo services in accordance with the Terms, constitute Customer's complete and final Instructions to Brevo in relation to the Processing of Customer Data. Brevo shall inform Customer without delay if, in Brevo's opinion, an Instruction violates applicable Data Protection Laws or Brevo is unable to follow an Instruction and, where necessary, cease all Processing until Customer issues new Instructions with which Brevo is able to comply.

4. Customer Obligations

4.1. Customer Processing: Customer shall, in Customer's use of the Services, Process Personal Data in accordance with the requirements of all applicable Data Protection Laws and Regulations. Customer represents and warrants that Customer has established a lawful basis to Process Personal Data, Customer's use of the Brevo services will not violate the rights of any Data Subject, and Customer has the right to transfer, or provide access to, the Personal Data to Brevo for Processing in accordance with the terms of the Terms (including this DPA).

4.2. Customer Responsibilities: Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data. If Customer is established in a jurisdiction governed by Data Protection Law(s), or if its Distribution List contains Personal Data of citizens of one or more

Brevo; and (ii) it has provided notice and obtained (or shall obtain) all consents from Data Subjects and rights necessary under Data Protection Laws for Brevo to process Customer Data and provide the Services pursuant to the Terms and this DPA.

4.3. Data Retention: The Parties agree that Customer (including its Users), and not Brevo, are responsible for managing the retention periods of Personal Data that they upload onto Brevo's Platform, and that it is incumbent on Customer to delete such Personal data as and when the applicable retention period expires. Brevo is responsible only for deleting or anonymizing data at the end of its contractual relationship with Customer.

4.4. No Sensitive Personal Data: Customer undertakes not to include in the Distribution Lists uploaded onto the Platform any Personal Data known as "sensitive" within the meaning of Article 9 of the GDPR or as defined in Cal. Civ. Code § 1798.140(ae) of the CCPA or comparable U.S. Data Protection Laws.

4.5. Notice to Brevo: Customer shall inform Brevo without undue delay if Customer is not able to comply with Customer's obligations under this DPA or any applicable Data Protection Laws. For the avoidance of doubt, Brevo is not responsible for compliance with any Data Protection Laws applicable to Customer or Customer's industry that are not generally applicable to Brevo.

5. Brevo's Obligations

5.1. Brevo Processing: Customer hereby appoints Brevo to process Customer Data on Customer's behalf for the purposes described in the Terms (including this DPA) and its privacy policy (<https://www.brevo.com/legal/privacypolicy/>). Brevo shall Process Customer Data in accordance with Customer's Instructions, as further specified in the Terms and this DPA. All Customer Data Processed under the Terms (including this DPA) will be stored, organized, and made available to Customer as the Controller. Brevo shall appoint a Data Protection Officer: dpo@brevo.com.

5.2. Register: Brevo shall maintain a register with a list of the processing operations carried out on behalf of the Controller as required by applicable Data Protection Laws. Such register shall include all the information listed in Article 30 (2) of the GDPR.

5.3. Data Destruction or Export: Customer may, at any time during the performance of the Terms, (i) access or delete Customer Data processed by Brevo directly via the

all Customer Data within three (3) months of termination. Upon request by Customer, Brevo shall provide Customer with written confirmation of such destruction.

Notwithstanding the foregoing, Brevo reserves the right to retain Customer Data for longer periods where a longer retention period is required by applicable law.

5.4. Security: Brevo undertakes to take all commercially reasonable and legally necessary precautions, in respect of the nature of Personal Data and the risks presented by the processing, to preserve the security of Personal Data and in particular, to prevent it from being distorted, damaged or accessed by unauthorized third parties. Brevo shall implement and maintain appropriate technical and organizational security and confidentiality measures available on demand.

5.5. Confidentiality: Brevo shall treat Customer Data as Confidential Information. Brevo undertakes to ensure that only its employees authorized to process Personal Data for the purpose of performing the contract have access to it within the strict limits of what is necessary for the performance of their duties, and these employees undertake to respect the confidentiality of Personal Data.

5.6. Required Disclosure: If Brevo is required by applicable law to disclose Customer Data for a purpose unrelated to the Terms, Brevo will first inform Customer of the legal requirement and give Customer an opportunity to object or challenge the requirement, unless the law prohibits such notice. Notwithstanding the foregoing, Brevo shall have the right to collect and use Personal Data contained in Customer Data to investigate a use of the Brevo services that is unlawful or violates the Terms, provide, and develop such services, respond to legal actions, or for administrative purposes such as accounting and compliance.

5.7. Data Breach: Brevo shall notify Customer without undue delay at Customer's email address on file or via Customer's account on the Platform after becoming aware of a Data Breach occurring on Brevo's Platform or information systems, or information systems of a Brevo Sub-Processor upon Brevo becoming aware. Brevo shall provide such notification in compliance with applicable Data Protection Laws and such notification shall include, at a minimum, the details listed in Article 33 (3) of the GDPR.

Brevo shall make reasonable efforts to identify the cause of such Data Breach and take such steps as Brevo deems necessary and reasonable to remediate the cause of such a Data Breach to the extent the remediation is within its reasonable control. At Customer's reasonable request, and to the extent Brevo is required to do so under applicable Data

obligations herein shall not apply to incidents that are caused by Customer or Customer's Users.

6. Assistance and Audit

6.1. Assistance: To the extent Customer is unable to independently access the relevant Customer Data via the Platform, upon written request by Customer and at Customer's expense, Brevo shall reasonably assist and cooperate with Customer to respond to a Data Subject request to exercise rights as required by applicable Data Protection Laws or a request from applicable data protection authorities relating to the processing of Personal Data under the Terms. If any such request is made directly to Brevo, Brevo shall not respond to such request directly without Customer's prior authorization unless legally compelled to do so. If Brevo is legally compelled to directly respond to such a request, Brevo shall promptly notify Customer and provide Customer with a copy of the request unless legally prohibited from doing so. Brevo may directly execute a data subject's request if (i) the request is an automatic unsubscription or if (ii) the request refers to an unsolicited communication, a prohibited use of the Services or a potential breach of this Agreement by the Customer or one of Brevo's customers. In cases (i) and/or (ii), Brevo will execute the request of the data subject without the prior approval of the Customer. In case (ii), Brevo may suspend the possibility of sending any electronic communication to the domain of the person concerned.

6.2. Audit: Brevo endeavors to provide Customer with all the information and documents necessary for Customer to demonstrate its compliance with the obligations set out in this DPA. Brevo undertakes to accede to all reasonable requests made by Customer to verify that Brevo complied with the contractual obligations imposed by this DPA. If Customer requires further documentation related to this DPA, upon Customer's written request and at reasonable intervals and Customer's sole expense, and subject to the confidentiality obligations set forth in the Terms, Brevo shall make available to Customer documentation regarding Brevo compliance with the obligations set forth in this DPA in the form of a copy of Brevo's then most recent third-party audits or certifications or comparable documentation as determined by Brevo or, upon request by Customer, documentation of a Sub-Processor's compliance with this DPA (collectively, "Audit Documentation"). Customer acknowledges that: (i) documentation of a Sub-Processor's compliance shall be considered confidential and (ii) certain Sub-Processors may require Customer to execute a non-disclosure Terms with them to view Sub-Processor documentation.

investigation, except as mutually agreed in writing by the Brevo and Customer; and (iv) available Audit Documentation shall be limited to the extent necessary for Brevo to comply with the legal rights of Brevo employees.

7. Sub-Processors

7.1. Authorized Sub-Processors: Customer is informed and expressly authorizes Brevo to engage the Sub-Processors on the Sub-Processor List in Annex as of the Effective Date to Process Customer Data pursuant to the Terms (including this DPA). Brevo has entered into a written Terms with each Sub-Processor containing data protection obligations not less protective than those in this DPA with respect to the protection of Customer Data to the extent applicable to the nature of the services provided by such Sub-Processor.

7.2. Sub-processor Obligations: Brevo shall: (i) enter into a written Terms with each Sub-Processor imposing data protection terms that require the Sub-Processor to protect the Customer Data to the standard required by Data Protection Laws; and (ii) remain responsible for Sub-Processor compliance with the obligations of this DPA and for any acts or omissions of the Sub-Processor that cause Brevo to breach any of its obligations under this DPA.

7.3. Changes to Sub-Processor: Brevo shall provide notification to Customer by email or through Customer's account on the Platform of any new Sub-Processors before authorizing such new Sub-processor(s) to Process Customer Data. Customer will have the possibility, in the event of an objection that is justified by a violation of EU Data Protection Law, to terminate the Terms during thirty (30) days following the email or notification.

8. U.S. Data Subjects

8.1. Definitions: This Section 8 applies to the extent that Brevo Processes Personal Data on Customer's behalf that is subject to the protections of the CCPA or comparable U.S. state consumer privacy law ("**Personal Information**"). For the purposes of this section: (i)

Data is replaced with **Personal Information** throughout this DPA to the extent necessary for alignment with applicable Data Protection Laws.

8.2. Responsibilities: The Parties agree that Brevo will Process Personal Information contained in Customer Data as Customer's Service Provider in accordance with the CCPA or other applicable U.S. Data Protection Laws strictly for the business purpose of performing the Services under the Terms. Brevo shall not (i) Sell Personal Information contained in Customer Data; (ii) Share Personal Information contained in Customer Data with third parties for cross-contextual behavioral advertising purposes; (iii) retain, use, or disclose Personal Information contained in Customer Data for a commercial purpose other than for such business purpose or as otherwise permitted by applicable U.S. Data Protection Laws; or (iv) retain, use, or disclose Personal Information contained in Customer Data outside of the direct business relationship between Customer and Brevo. Customer agrees that Customer is solely liable for Customer's compliance with applicable Data Protection Laws in Customer's use of Brevo services.

8.3. Certification: Brevo certifies that it understands and will comply with the restrictions of Section 8.2.

8.4. No Sale of Personal Information: The parties agree that Customer does not sell Personal Information to Brevo because, as a Service Provider, Brevo may only use Personal Information contained in Customer Data for the purposes of providing the Services to Customer.

9. International Transfers

The Services may at times require the Processing of Customer Data outside the EEA where Brevo, its Affiliates or its Sub-processors maintain operations. Brevo shall at all times provide an adequate level of protection of the Customer Data processed, in accordance with the requirements of applicable Data Protection Laws, including Standard Contractual Clauses and supplementary measures. Brevo reserves the right to rely on the EU-US Data Privacy Framework for transfers to the US, as long as this framework remains valid.

The following Sub-processors are necessary for Brevo to provide the Services. When marked as “optional”, the Services shall be available to the Customer via the use of the Platform, but shall only be considered Customer’s Sub-processors in the event Customer actually uses these Services.

Company	Sub Processed Activity	Company Location	Server Location and location of processing
Google Cloud Platform	Hosting	France	Belgium
Scaleway/Iliad	Hosting	France	France
OVH	Hosting	France	France
Cloudflare	Content delivery network and WAF	USA	EU
Dynatrace	Monitoring & support	France	EU
Vonage (optional if Customer uses the SMS feature)	SMS routing	USA	EU
Zendesk	Ticketing platform	USA	USA & EU
Sendinblue GmbH Group company owned by Sendinblue	Customer experience & maintenance	Germany	Belgium (storage) France (storage)
Silver Line Group company owned by Sendinblue	Customer experience & maintenance	India	Belgium (storage) France (storage) India (access*)
Sendinblue Inc. Group company owned by Sendinblue	Customer experience & maintenance	USA	Belgium (storage) France (storage) USA (access*)
Sendinblue Canada Inc. Group company owned by Sendinblue	Customer experience & maintenance	Canada	Belgium (storage) France (storage) Canada (access*)

*access to the Customer account can be deactivated from the platform



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