

# SPECIFIC TERMS FOR CUSTOMERS USING MAILJET

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Version, Effective date: 2.0, 31<sup>st</sup> August 2018

### 1 Initial provisions

- 1.1 These Specific Terms for Customers Using Mailjet is attached to and forms part of the Agreement concluded between Exponea ("we", "us", "our" or other similar pronouns) and Customer ("you", "your" or other similar pronouns) only if (a) specifically agreed between the Parties in the Agreement, or (b) Customer during the Term of the Agreement integrate with emailing platform provided by Mailjet.
- 1.2 The following terms and conditions hereof are incorporated into the Agreement. If there is any conflict between the terms and conditions of these Specific Terms for Customers Using Mailjet and the provisions of the Agreement, the Agreement shall prevail. If there is any conflict between the terms and conditions of these Specific Terms for Customers Using Mailjet and the provisions of General terms and conditions – Exponea platform available at [https://exponea.com/terms-of-service/general\\_terms\\_and\\_conditions.pdf](https://exponea.com/terms-of-service/general_terms_and_conditions.pdf), these Specific Terms for Customers Using Mailjet shall prevail.

### 2 Acknowledgement

- 2.1 Customer acknowledges and agrees that failure to observe these Specific Terms for Customers Using Mailjet may affect Customer's ability to send emails and, in some cases, it can lead to rate limitation on emails, or temporary or permanent account suspension.

### 3 Terms

- 3.1 The Customer commits itself to send marketing emails only to those recipients who have given their GDPR-compliant consent to receive e-mail with affirmative means, such as active opt-in procedure. The Customer shall not send marketing emails to those recipients who have not given their consent without prior authorization of Exponea, i.e. Customer shall not rely on soft opt-in without prior authorization given by Exponea.
- 3.2 Upon Exponea's request or recipient's request, the Customer shall be obliged within 72 hours of receipt of the request by Exponea or recipient to produce evidence that consent to receive marketing emails was given by the recipient.
- 3.3 The Customer shall be responsible for the quality of the database used through Mailjet and shall ensure the compliance of each source with sending policy (Section 4 hereof).
- 3.4 The Customer shall not use contacts obtained through affiliates, partners or third parties (scrapped, purchased, rented, etc. lists).
- 3.5 The Customer shall not share personally identifiable information about their subscribers with third parties, unless required by law and those third parties are governmental agencies or similar public entities. This provision excludes non-personally identifiable information such as demographics (number of sign-ups from country specific IPs), age, sex etc.
- 3.6 Should the Customer uses more brands, the Customer shall use separate sub-accounts and signup forms for each brand.

### 4 Sending policy

- 4.1 The Customer shall be obliged to familiarize itself with the table below and shall be obliged to stay below these acceptable thresholds. In the case Customer's account has statistics above these numbers, the Customer can face account suspension and, in some cases, account termination.

Statistic thresholds	Acceptable levels*	Additional facts
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Bounces	≤ 8%	Calculated on the number of messages that have bounced
Unsubscribes	≤ 1.4%	or 1% if unsubs > clicks
Blocks	≤ 30%	
Spam Complaints	≤ 0.08%	When sending over 1000 but never more than 50 complaints per day
Spamtrap hits & unjustified abuse complaints	≤ 1	

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

#### 4.2 The core statistics shall have the meaning:

- (a) Bounces – Much like traditional snail mail, when a destination address cannot accept the incoming package and it gets returned to sender, bounced messages are returned to sender because the recipient address is incorrect or inactive.
- (b) Unsubscribes – Recipients that opt out of receiving communication because they no longer want to receive communication. There are a variety of reasons customers choose to unsubscribe; some might be that they're no longer interested in the content you're publishing or are overwhelmed with a noisy inbox, or your content wasn't what they were expecting.
- (c) Blocks – Messages that do not leave Mailjet servers due to a permanent error. These are email addresses that bounced in the past because they are either non-existent or invalid, or previously reported your message as spam. This also includes email addresses that resulted in complaints from recipients or did not pass through Mailjet's spam filters.
- (d) Spam Complaints – Number of recipients that marked your message as spam.
- (e) Spamtrap Hits – After a certain amount of inactivity, webmail providers turn email addresses into spam traps to catch senders that are using outdated lists or lists purchased, and/or obtained from third-party companies.
- (f) Unjustified Abuse Complaint – When a recipient reports a sender for messaging without their consent.

#### 4.3 The Customer shall adhere to the following eight (8) commandments:

<b>1 – ALL SENDING METRICS TO REMAIN WITHIN THRESHOLDS</b>
Regular maintenance of your contact list will ensure that you are messaging an engaged audience with active email addresses. While it can vary from business to business, a good benchmark for an engaged customer is someone who has opened or clicked on an email in the past 3 to 6 months. Maintaining a list of customers who regularly read your content and find value in your messaging will result in less bounced or blocked emails. While the process of removing inactive or incorrect email addresses may make your contact list look smaller, it will significantly improve your deliverability (and sender reputation) in the long-run. Other things to keep in mind for good practices are: writing subject lines that are reflective of the content within the emails & avoiding promotional terms or common spam words.
<b>2 – ACQUIRING OR SENDING TO THIRD-PARTY MAILING LISTS IS PROHIBITED</b>

Sending campaigns to contact lists that have been acquired (bought, exchanged or loaned) from a third party company will negatively impact deliverability and is strictly prohibited. As a result, email addresses must always be collected in a way where the recipient has explicitly opted in to receive communication. Use of lists that are bought, rented or scraped from third-parties is prohibited by law in most countries, and is absolutely prohibited.

**3 – EMAILS (UNLESS TRANSACTIONAL) CAN ONLY BE SENT WHERE PERMISSION HAS BEEN EXPRESSLY OBTAINED IN NATURE, IT CAN ONLY BE SENT TO RECIPIENTS WHO HAVE EXPLICITLY GRANTED PERMISSION TO RECEIVE THEM**

All your contacts should have granted explicit and provable consent to receive communication. This consent should be granted through a confirmed (“double”) opt-in system that clearly expresses the topic of the subscription on an online or offline form via a checkbox. This checkbox must not be checked by default. In other words all check boxes have to be blank by default, leaving users the opportunity to willingly opt-in to receive communication.

**4 – PROOF OF CONSENT MUST BE PROVIDED IN THE EVENT OF AN ESCALATED ABUSE COMPLAINT**

You agree to comply with the requirement to target only contacts who have granted explicit and provable consent to receive communication. At any given moment, you must be able to provide the following information regarding all email addresses to which you’ve sent emails:

**When and how has this email address been collected?**

- Date and time
- Lottery/Sweepstakes participation?
- Newsletter subscription?
- Existing customer relationship?
- Other

**In case of online data collection:**

- URL of the data collection site
- IP used by the email address owner
- Type of opt-in (single, confirmed or double opt-in)
- Additionally, in case of a double opt-in: date and time of confirmation

**Is there an explicit statement of consent/opt-in for the email address?**

- Wording of the statement (if applicable, list of sponsors)
- Was the customer able to give the consent explicitly and separately?
- Please note: information requested in this section can be delivered as screenshot

**If there was no explicit consent/opt-in, but there was an existing customer relationship:**

- Nature of customer relationship (e.g. purchase of product X)
- How was the customer informed – when recording the email address – that said email address can be used for marketing purposes and that they are able to cancel it any time?

Note that your full compliance is required when dealing with such matters. Accounts which are unable to provide proof of legal permission to contact recipients in the event of an escalated abuse complaint can face account suspension and in some cases, termination.

**5 – AN UNSUBSCRIBE LINK MUST BE INCLUDED IN EVERY MARKETING CAMPAIGN**

All marketing campaigns must include a clear and concise link for recipients to easily opt-out of receiving future communication. The link must be easy for anyone to recognize, read, and understand. On your end, this unsubscription must be granted immediately, with no further emails being sent to this recipient from that moment forward. In accordance with this sending policy, transactional and confirmation emails such as purchase orders, payment invoices, password resets, account creations, etc. by nature do not require an unsubscribe link.

**6 – THE SENDER NAME AND STATUS MUST BE CLEARLY COMMUNICATED IN EVERY MESSAGE**

“From”, “To” and “Reply-To” fields must accurately and clearly identify the sender’s domain name and email address. It is important to send from domains that are at least one month old, with a transparent public domain record that redirects to the sending party’s legal pages. When sending from a different domain name on behalf of a partner or related third-party organization, the email body must clearly communicate that the message is sent via a third-party domain. We have developed custom plans for agencies, resellers and advertisers to follow the sending best practices. Please contact us if you feel that you fall into one of these categories.

**7 – ONLY LEGAL AND LEGITIMATE INFORMATION CAN BE SENT WITH MAILJET**

We do not support the sending of messages that contain, promote, reference, or link to unlawful, illegal, libelous, defamatory or violence against any individual or group and more generally affecting human rights. Moreover and unless the sender gives us sufficient and specific guarantees at our sole discretion, we do not work in principle with senders (i) who promote the following activities, whether permitted by law or not, including the following but not limited to: gambling, sexual, adult content, weapons and any explosives, tobacco or tobacco-related, drugs, political, hacking, penny stocks, forex trading and trading advice, payday loans, lead sales and work-at-home offers promoting schemes such as “get rich quick”, “build your wealth” and “financial independence”, or (ii) who send emails in the name and on behalf of third-parties (including their own customers). In general, your emails must not contain any information or content otherwise sovereignly deemed unsuitable to Exponea or harmful to the reputation of Mailjet/Exponea, its affiliates, partners, customers and users.

**8 – USE OF SERVICES MUST COMPLY WITH ALL APPLICABLE LAWS AND WITH OUR TERMS & POLICIES**

Your use of our services must comply with all applicable laws and regulations in effect. It is your responsibility to read and understand laws and regulations applicable to the emails you send.

It is also your responsibility to ensure that you are not a compliance risk, and we reserve the right to restrict your rate limits and take other related actions until we can determine that you do not pose any risk to your intended recipients and/or to Mailjet/Exponea.

**5 Content of emails**

- 5.1 The Customer shall be solely and wholly liable (a) for content of emails, including if such content is provided by a third party, and (ii) for the content’s compliance with the applicable law.
- 5.2 The Customer acknowledge and warrant that the content of emails, whether in whole or in part, shall in no event: (a) infringe, misappropriate or violate any right, especially any intellectual property right, of any third party whatsoever; (b) contain any virus or program designed to cause damage, intercept or misappropriate any system or data or personal data in a fraudulent manner; (c) contain any unlawful, bullying, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature or any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable laws or regulations; (d) contain any sensitive personal data, including social security number, individually identifiable health or health insurance information, bank account information or credit card information; or (e) be false, misleading or inaccurate.

## 6 Definitions

6.1 Capitalised words not defined herein shall have the meaning ascribed to such words in the Agreement.

6.2 In these Specific Terms for Customers Using Mailjet the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

<b>Agreement</b>	Agreement means order form, reseller agreement, cooperation agreement, or any other agreement concluded between Exponea and Customer
<b>Customer</b>	Customer means an entity using Services provided by Exponea on the basis of Agreement
<b>Exponea</b>	Exponea s.r.o., company established and existing under Slovak law, Business ID No. 50017560, with its registered office at City Business Center I, Karadžičova 8/7244, 821 08 Bratislava – mestská časť Ružinov, Slovakia, registered in Commercial Register maintained by County Court in Bratislava I, Section Sro, File 107011/B or its Affiliate
<b>Mailjet</b>	Mailjet SAS, a company organised under the laws of France, registered office at 13-13 bis, rue de l'Aubrac-75012, Paris France
<b>Parties</b>	Exponea and Customer