

## MailSpark Website Terms of Service

By using MailSpark's website ("Site") and services, you ("User") agree to be bound by the following Terms of Service ("Agreement"). If you do not agree with these terms, do not use the Site or the services.

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### 1. Acceptance of Terms

- By accessing or using the Site and services, you acknowledge that you have read, understood, and agree to be bound by this Agreement.
- MailSpark reserves the right to modify or update this Agreement at any time without prior notice. Continued use of the Site following any changes constitutes acceptance of the revised Agreement.

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### 2. Services Provided

- MailSpark provides AI-driven email marketing design and automation services for e-commerce businesses.
- We offer our services on an "as-is" and "as-available" basis, without warranties of any kind, whether express or implied.

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### 3. User Responsibilities

- Compliance with Laws: The User agrees to use MailSpark in compliance with all applicable laws and regulations, including but not limited to email marketing laws such as the CAN-SPAM Act, GDPR, and CCPA.
- Content Responsibility: The User is solely responsible for the accuracy, legality, and appropriateness of all content created using MailSpark services. MailSpark is not liable for any legal issues arising from the content created by the User.

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### 4. Intellectual Property

- MailSpark retains all rights, title, and interest in its AI models, software, and other intellectual property.
- The User may not copy, distribute, or reverse-engineer any part of MailSpark's proprietary software or services.

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### 5. Limitation of Liability

- To the fullest extent permitted by law, MailSpark and its affiliates, officers, employees, agents, and licensors are not liable for any direct, indirect, incidental, special, or consequential damages arising from:

- (a) The use or inability to use the Site or services.
- (b) Unauthorized access to or alteration of User data.
- (c) Any other matter related to the services, even if MailSpark has been advised of the possibility of such damages.

- Cap on Liability: In any event, MailSpark's total liability to the User will not exceed the total fees paid to MailSpark by the User in the past three (3) months preceding the claim.

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## 6. Disclaimer of Warranties

- MailSpark provides its services "as-is" without any warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

- MailSpark does not warrant that the services will be uninterrupted, error-free, or that the results obtained through the services will meet the User's expectations.

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## 7. Indemnification

- The User agrees to indemnify, defend, and hold MailSpark and its affiliates harmless from any claims, damages, losses, or expenses (including legal fees) arising from:

- (a) The User's use of the services.
- (b) Violation of any applicable law or regulation.
- (c) Any content submitted or transmitted via the Site or services.

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## 8. Data Usage and Privacy

- MailSpark adheres to the Google API Services User Data Policy, including Limited Use requirements, ensuring responsible use and transfer of data obtained via Google APIs. For more details, visit [Google API Services User Data Policy](<https://developers.google.com/terms/api-services-user-data-policy>).

- MailSpark takes reasonable measures to protect User data, but does not guarantee the security of any information transmitted over the internet or stored electronically.

- Users are responsible for ensuring they comply with all data protection laws, including but not limited to GDPR and CCPA, when using MailSpark's services.

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## 9. Termination of Services

- MailSpark reserves the right to terminate or suspend any User's access to the services for violating this Agreement, engaging in unlawful activity, or other conduct deemed harmful to the Site or services.

- The User may terminate their account by following the account closure procedures outlined on the Site. Upon termination, all rights to access the services are immediately revoked.

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#### 10. Third-Party Services

- MailSpark may integrate with or offer links to third-party services. MailSpark is not responsible for the content, functionality, or privacy practices of third-party websites or services. The User agrees that MailSpark will not be liable for any damages or losses caused by use of third-party services.

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#### 11. Force Majeure

- MailSpark will not be held liable for any failure to perform its obligations under this Agreement due to events beyond its reasonable control, including but not limited to natural disasters, war, technical failures, or governmental actions.

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#### 12. Governing Law and Dispute Resolution

- This Agreement is governed by the laws of Canada, without regard to its conflict of law principles.  
- Any disputes arising under this Agreement will be resolved through binding arbitration in Canada. The User waives any right to participate in class actions or representative lawsuits.

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#### 13. No Waiver

- Failure by MailSpark to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

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#### 14. Severability

- If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue to be valid and enforceable.

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#### 15. Contact Information

For questions or concerns regarding this Agreement, please contact MailSpark at:

Mailspark  
Info@MailSpark.com  
Info@MailSpark.com[]

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