

# Brevo Terms of Service

Version : October 1st, 2025

To find our previous versions, you can consult our [archival page](#).

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The Brevo Terms of Service constitute a binding agreement that governs all customer use of the Brevo Services. This agreement is comprised of the following documents:

- General Terms and Conditions
- Appendix 1: Service-Specific Terms of Service
- Appendix 2: Country-Specific Terms of Service (applicable to Germany and the US)
- Appendix 3: **Data Processing Agreement** (DPA)
- Appendix 4: Security measures
- Appendix 5: Regulatory provisions
- Appendix 6: Service Level Agreement (SLA)
- Appendix 7: [Acceptable Use Policy](#)

If You are using Brevo Payment, please read the applicable contract here: [Brevo Payment Terms and Conditions](#).

# General Terms and Conditions

If you have any questions regarding these Terms, please contact us at [support@brevo.com](mailto:support@brevo.com).

## 1. Preamble

**1.1 Brevo.** Sendinblue, a simplified joint-stock company registered with the Paris Trade and Companies Register under number 498 019 298 with its registered office at 9-17, rue Salneuve 75017 Paris (hereafter “**Brevo**”, “**We**” or “**Us**”) has developed and operates multiple solutions relating to CRM, marketing and/or transactional electronic communications (email and/or SMS and/or WhatsApp messages), advanced marketing features, chatbot, appointment booking, via our website accessible at [www.brevo.com](http://www.brevo.com) (“**the Site**”).

**1.2 Purpose.** The purpose of these General Terms and Conditions (“**the Terms**”) is to define the terms and conditions of use of our Services. They constitute a legal and binding agreement between Us and any user of the [www.brevo.com](http://www.brevo.com) platform (hereafter “**You**”). These Terms come into force as from the earliest of these dates: (i) your first access to or use of the Service, (ii) your completion of the online Subscription on our Site or (iii) your signature of a Brevo Order Form for our Professional plan.

**1.3 User agreement.** To access, browse, or use our Services, You must agree to these Terms by clicking “Create an account” button. You also agree to use our Services for the sole purpose of your professional activity, excluding any use as a non-professional or consumer. If You do not agree with these Terms, You may not use the Services and must immediately cease all use of them.

**1.4 Legal age.** By accepting these Terms, You hereby declare that You are at least 18 years of age, You possess the legal right and ability to enter into these Terms and that You are authorized to act on behalf of the legal entity that You represent and to bind such legal entity to these Terms.

## 2. Definitions

The terms used in these Terms are defined as follows:

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with a party to these Terms. For purposes of this definition, control means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Contact**” means a natural person identified or identifiable from the information contained in a data line that You have uploaded on Brevo’s Software. A Contact is considered identified or

identifiable when the data line contains Personal Data (such as email address, telephone number, surname/first name, or IP address). You solely determine which categories of Personal Data are associated with a Contact.

“**Customer Content**” means input and output data, including metadata, generated directly or indirectly or co-generated by You through the use of the Services, excluding any assets or data owned or held by Us or any third-party, in particular where such assets or data are protected by intellectual property rights or trade secrets.

“**Documentation**” means the documentation applicable to the Services available on our Site and the Brevo help center articles and guidelines available [here](#).

“**Parties**” mean You and Us.

“**Seat**” means the right for a User to use whole or part of the Software. Each Seat grants a personal and individual right to access the Software. The User owner of the account always occupies the first Seat. Each plan limits the number of Seats per Brevo account. Some plans allow You to buy additional Seats, within the limits detailed in Appendix 1.

“**Services**” mean the features provided by Us and made available to You via the use of our Software, as detailed on the Site (at the following address: <https://www.brevo.com/features/>) and in our Documentation. The Services depend on the type of plan to which You subscribe. If You have subscribed to the Enterprise Solution, the Services are described in a different page of the Site (<https://www.brevo.com/fr/solutions/enterprise/>) and are subject to separate contractual terms and order form.

“**Software**” means the suite of software, including our application programming interface(s) (API) and all technical infrastructures that are necessary to support and develop this suite of software, owned and/or operated by Us or our Affiliates or providers and/or delivered under the business name “Brevo” and necessary to provide the Services. All releases will apply to You as part of our Services. A release may create, modify or discontinue one or several feature(s) of the Services.

“**Subscription**” means your purchase of a plan for a given duration and a given quotas of electronic communications, as determined at the moment of your online subscription (or as the case may be in an order form for the Professional plan).

“**Usage Data**” means data generated by the use and implementation of the Services and collected automatically by Brevo, such as statistical data, performance data, analytical data, metadata and logs.

“**User**” means You or any other natural or legal person authorized to use our Services under your authority.

## 3. User account management

**3.1 User account creation.** The use of our Services requires the creation of an online account. You are responsible for the accuracy of the information You provide and undertake to update the information concerning You or to notify Us without delay of any change affecting your situation. You are only allowed to create and use one account.

**3.2 User account protection.** You will take all useful measures to maintain the confidentiality of access to your account. In the event of fraudulent use of your account, You undertake to immediately notify Us and change your access password without delay.

This is important to note that We will store messages sent through our Site on your behalf. Your input data of the Customer Content will be maintained as long as You correctly set up and update your account. We will endeavor to protect the integrity, confidentiality and administrative, material and technical security of Customer Content.

**3.3 User account responsibility.** Any liability and costs resulting from unauthorized use of your account or the Customer Content will be borne by You, unless Brevo is directly responsible for it. We will not be liable for any material or immaterial damages resulting from the use of your account by a third party, with or without your permission. We may suspend your account if We observe any unusual or unauthorized use of your account by a third party. Following the suspension, We will make commercially reasonable efforts to investigate your claim, based on additional evidence that We may require from You, but We do not guarantee that We will reassign or reactivate the account. In such a case, the account shall remain suspended and will be ultimately deleted as per our deletion policy, including Customer Content.

**3.4 User account inactivity.** We may terminate your account if You have not logged in the Software or not performed one action or command in the Software for a period of six (6) months or more. We will notify You via email of the upcoming deletion of your account and You will be given a reasonable period to log in. If You have not logged in the Software before the end of the inactivity period, your account and its content will be automatically and permanently deleted. Following such deletion, no restoration of the account or associated data will be possible.

## 4. Financial conditions

**4.1 General.** By subscribing to our Services, You agree to pay the price corresponding to the Services selected and to your country of residence for the entire duration of the Subscription. When choosing a plan, You may either order a monthly or an annual Subscription. Ordering a paying plan commits You to pay the recurring fees for the entire duration of your Subscription. The start date is when You achieve your Subscription via the online process, or via the signature of an order form. Subscriptions are renewed automatically, unless You close your account or notify Us of termination of Your account prior to the date of renewal. If You

subscribed to the Professional plan, the notice of non-renewal must be given in writing, and the minimum notice period of non-renewal is fifteen (15) calendar days. The prices displayed on our Site are based on the currency applicable to your geographical area, exclusive of charges, and they do not include VAT. Additional charges and VAT where applicable will be applied on the invoice according to your country of residence and applicable legal and regulatory provisions. If You intend to subject invoicing and/or payment to the creation or update by Us of an account on a specific invoicing platform, and/or if You are a public or governmental entity that exclusively accepts payment via wire transfer, You must ask Us for a specific and written derogation. If We agree to the derogation, or if You subscribe to a paying plan regardless, We will reserve the right to charge an annual additional fee of 100 euros.

**4.2 Plan levels.** The prices of the Services will be paid at the time of their Subscription and in the currency in which they were invoiced, in accordance with the plan level and financial conditions detailed here: <https://www.brevo.com/pricing/>. Our pricing metrics are detailed in the Service-Specific Terms below. You cannot downgrade your plan level before the end of your Subscription. If You upgrade your plan during your Subscription, We will issue an additional invoice corresponding to the additional pro-rated amount, for the ongoing Subscription.

**4.3 Payment method.** You are required to hold and maintain a valid payment method, such as credit card, a PayPal account or direct debit (SEPA). If you intend to pay via direct debit, your first payment must be by credit card. You authorize Us to charge your payment method for the amount due to Us 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 Us for any Services. You represent and warrant that You are authorized to use such card and 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.

**4.4 Payment periods.** The payment for your monthly or annual Subscription will be automatically renewed on each anniversary date, based on the date of your first payment. Payment is upfront and due as soon as You subscribe to a paying plan.

**4.5 Third party payment providers.** We use PCI DSS-compliant third party payment providers to process payments, including Adyen, PayPal, GoCardless, Stripe, and Chargebee or other providers. Your payment is subject to the terms and conditions imposed by the third-party payment provider and We are liable in this regard.

**4.6 Price change.** We reserve the right to revise our prices on anniversary date of your Subscription. In such a case, We will notify the new applicable prices to You at least thirty (30) days before its application date. If You do not agree to this price change, You can choose to terminate your Subscription and/or terminate your account.

**4.7 Suspension or termination.** We may suspend your access or close your account without prior notice if We remain unable to successfully charge You with the fees applicable to the Services.

## 5. Use of the Services

**5.1 Right to use the Services.** As a customer of the Services, on condition that your registration and Subscription is current and paid for, We grant You a limited non-exclusive, revocable, non-transferable, non-sublicensable right to access and use the Services and our information and materials contained on the Services solely for the duration of your Subscription. Please read “Appendix 1: Service-Specific Terms of Service” to know more about the conditions of availability of our Services in your account. As a User, You may receive an invitation from our agencies and partners that may offer You their expertise. It is solely up to You to accept or refuse their invitation and You are fully responsible to grant them a right of access to your account or not, and to manage access, rights and permissions on your account. If You are part of our Agency Program (<https://www.brevo.com/partners/agencies/>) or Affiliate Program (<https://www.brevo.com/affiliates/>), some specific terms and conditions will apply to You in addition to these Terms.

You and the Users under your responsibility may only use the Services in accordance with these Terms, and in particular our Documentation, [Acceptable Use Policy](#) (Appendix 7). The permissions granted herein will terminate automatically if You or the Users under your responsibility breach any of these Terms. You undertake not to use, in any way whatsoever, the Site, the Software, the Services or any of the elements set out above for purposes other than those provided for herein.

**5.2 Compliance with applicable regulations.** You warrant that You will respect the regulations applicable to You and your activity and in particular all applicable data protection, anti-spam, anti-phishing and digital marketing regulations when sending emails, SMS, WhatsApp messages or any other electronic channel of communication, to any recipients. You will not access or use the Software and/or the Services if You are legally prohibited from accessing or using the Software and/or the Services under the laws of the country in which You are resident or from which You access or use the Services. If your professional activity or sector is regulated, or subject to a certification or authorization requirement, it is your sole responsibility to verify that Brevo presents all the conditions required to meet applicable standards, laws and regulations. Brevo does not hold any certification that is not expressly described on the Site. Brevo is currently ISO 27001:2022 certified.

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 our sole discretion. You also agree that we may report any unlawful activity to appropriate government authorities and to cooperate with any investigation conducted by any government authority that has jurisdiction over Us or over your organization.

**5.3 Geographical restrictions.** You guarantee that You will not use and/or access the Services in countries with legislations restricting data storage and/or localization (e.g. PRC) and that You will bear all liability and costs resulting from any breach of these legislations.

**5.4 Prohibited use.** The use of the Software and Services is strictly personal and shall not be leased, distributed, assigned, rented or transferred to any third party.

Any attempt to access, without authorization, the Software, 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.

You are strictly prohibited from violating or trying to violate the security features of the Site, the Software and 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 bombing," or "crashing" or (d) sending unsolicited electronic communications that You are not authorized to send, including promotions and/or advertising of products or services forging any TCP/IP packet header or any part of the header information in any email.

You hereby agree not to use any device, software, or routine to interfere or try to interfere with the proper working of the Site, the Software and the Services or any activity being conducted on the Site and the 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 Site, the Software and the Services other than the search engine and search agents that We make available. If You breach our system or network security, You may face civil and 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 breaches.

**5.5 Service Level Agreement.** You expressly understand and agree that the Software and Services are provided on an as-is-and-as-available basis, in accordance with our SLA in Appendix 6. We make no warranties regarding the Software and Services whatsoever, for Us and on behalf of our Affiliates, licensors and service providers, other than the above. We make no warranty that the Software and Services will be uninterrupted, timely, secure, error free or virus free.

**5.6 Documentation.** You acknowledge and accept that your use of the Services will comply with the guidelines detailed in the help center available at: <https://help.brevo.com/hc/en-us>. The Documentation may be updated from time to time, and it is advised that You consult the Documentation on a regular basis.

You acknowledge that any use of the Services in breach of the guidelines provided in the Documentation might affect the performance of the Services and/or modify their pricing.

**5.7 Maintenance and Planned Outages.** We may limit or suspend the Services from time to time to perform scheduled maintenance or to stop a breach of these Terms, to prevent material harm to Us, You or other Users, or as required by applicable law. We will endeavour to give You reasonable prior notice of any limitation or suspension so that You can plan around it or address the issue that has prompted Us to take such action. There may be some situations, such as security emergencies, where it is not practicable for Us to give such prior notice. We 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.

**5.8 Evolution of the Services.** Brevo reserves the right to modify or upgrade the Services, in particular for legal or technological reasons, in order to create new features or improve existing features, or to consider the needs of its customers. If a change is likely to deprive You of one or more of the initially proposed features, Brevo will make commercially reasonable efforts to provide equivalent features. If You subscribed to our free Services, We reserve the right to discontinue all or part of the Services at any time, without prior notification. Such changes may not, however, affect your ability to export your data.

## 6. AI Systems

**6.1 General.** Brevo uses tools, features and functionalities that are powered by artificial Intelligence, machine learning, or similar technologies to provide Customer with some features of the Services (the “**AI Systems**”). This section governs your use of the AI Systems within the Brevo Software.

**6.2 Brevo AI System.** The Brevo AI Systems are powered by an AI System comprised of (i) algorithms developed by Brevo internally and of (ii) AI models created by Third-Party Products. Brevo provides some elements of the AI Systems through third party service providers (the “**AI Third-Party Products**”). You acknowledge that the Input and Output, including Customer Content, will be shared with and processed by AI Third Party Products, as listed in the **Data Processing Agreement**, to enable your use of AI Systems within our software, to ensure system security, and to support content-moderation measures.

**6.3 Input and Output.** You are responsible for any text, images, or other content You upload or submits to the AI Systems (“**Input**”) as well as the text, images, or other content generated by the AI Systems based on your Input (“**Output**”). You will ensure that your use of the AI Systems, including Input and Output, complies with these Terms and with applicable law. You acknowledge that (i) although Input may be Customer Content, You should not include any information in the Input that You are restricted from using or sharing (for example, third party confidential information); (ii) Output will not be Confidential Information; (iii) Output may not be accurate or reliable, and You should independently review all Output before using or sharing it;

and (iv) Output may not be unique across users of the Brevo Software and that the AI Systems may generate the same or similar Output You Customer or a third party.

**6.4 Ownership.** We and as the case may be the AI Third-Party Products, retain all ownership in and to the AI Systems including but not limited to all algorithms or models and aggregated results of developing AI Systems. As between You and Us, and to the extent permitted by applicable law, You (a) retain all ownership rights in Input and (b) own all Output. We hereby assign to You all right, title, and interest, if any, in and to Output. Responses that are requested by and generated for other users are not considered your Output. Brevo's and licensor's assignment of Output to You does not extend to other users' output.

**6.5 Our obligations.** We only provide AI Systems that present minimal or limited risks in accordance with Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonized rules on artificial intelligence (hereinafter the "**AI Regulation**"). All AI Systems are designed to serve limited intended purpose(s) as described in the Documentation. Brevo does not deploy general-purpose AI models (as defined in the AI Regulation), as part of the Services. The Brevo AI Systems do not include high-risk AI systems and We are therefore not subject to the obligations of Chapter III of the AI Regulation. You acknowledge that We do not apply any human oversight, especially on the Inputs and the Outputs that have been generated by your use of the AI Systems. Our AI policy requires the implementation of technical safeguards before approving and deploying any AI Systems in the Services and We may provide instructions for use of the AI Systems in the Documentation that You must comply with while using the AI Systems. When We rely on an AI Third-Party Product to provide the AI Systems, the safety components implemented by the AI Third-Party Product will also apply to the AI Systems.

**6.6 Your responsibility.** You must use the AI Systems in accordance with these Terms and the AI System intended purpose and will make your best efforts to prevent any reasonably foreseeable misuse of the AI Systems. You are also responsible for verifying that the Inputs and Outputs are lawful and comply with these Terms and with each AI Systems' intended purpose. You acknowledge that no sensitive personal data should be used in connection with the AI Systems, considering their intended purposes.

## 7. Customer Content

**7.1 Authorization and representations.** The Services may contain features that allow You to submit 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.

**7.3 Role of Brevo.** We are not responsible for any Customer Content, including its content, integrity, and availability. We have no obligation to monitor Customer Content on the Services. You are responsible for regularly saving and storing Customer Content in as secure hosting infrastructure to prevent any loss. We may remove any Customer Content and interrupt or restrict the Services at any time, if such Customer Content is unlawful, abusive, or otherwise in breach of these Terms or our Acceptable Use Policy.

**7.4 Retrieval.** You can download and recover your Customer Content in an interoperable format at any time for the duration of your Subscription. If your account is terminated for any reason, your Customer Content will be immediately and permanently deleted, unless You specifically ask Us to make it available to You, for a period of twenty-four (24) hours maximum following the end of your Subscription, to enable You to recover such Customer Content: in this case, We reserve the right to charge You for fees equivalent to the amount of your last monthly Subscription. You acknowledge that following this period, We will permanently delete your Customer Content.

**7.5 Logs deletion.** If We consider that your use of the Service generates a high number of events and logs (the "Logs") that might overload our platform, We will delete those Logs and the statistics and reports that rely on the Logs at least every 24 months following each Log creation. These data deletions may affect the availability of the statistics and reports generated by the Services up to the date of deletion. We therefore advise You to regularly download such data.

## 8. Intellectual property

**8.1 Your intellectual property rights.** You authorize Us to use your name, brand and visual identity solely for the purpose of performing the Services.

You warrant to Us that You (i) have full power and authority to exploit and grant intellectual property rights attached to Customer Content and that these rights are in no way assigned, hypothecated, encumbered or in any way vested in a third party; (ii) 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 property rights attached to Customer Content; (iii) are not party to any litigation or proceedings pending or about to be brought in relation to the intellectual property rights attached to Customer Content.

**8.2 Our intellectual property rights.** Unless otherwise expressly indicated, the information contained on the Site and the Services/Software and any updates or improvements thereto are owned, controlled, or licensed by Us or our Affiliates or licensors, including, but not limited to (a) all platforms, software, application programming interfaces (API) and proprietary

technology; (b) products, services, and related documentation available on the Services; (c) all features, functionality, images, illustrations, designs, photographs, video clips, text, graphics, icons, 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 Us are the property of their respective owners. The Contents are protected by applicable intellectual property rights regulations. 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 some of our Services.

You must not copy, reproduce, make derivative works from, distribute, republish, download, decompile, reverse-engineer, scrape, display, perform, post electronically or mechanically, transmit, record, or mirror any of the Contents without our prior written permission.

Our registered and unregistered trademarks, including but not limited to the “Brevo” word mark, and Brevo graphics, logos, page headers, button icons, scripts, service names, taglines, trade dress, and other trademarks, may not be copied, imitated, or used, whether in whole, partial or modified form, without our prior written permission. You may not use any meta tags or any other hidden text utilizing any of our name, trademark, or product name without our prior written permission. Third-party trademarks and service marks used on our Services are the property of their respective owners.

**8.3 Feedback.** You may from time-to-time provide Us materials, communications, suggestions, comments, improvements, ideas or other feedback related to the Services (“**Feedback**”). In consideration of your use of the Services, You hereby grant and assign to Brevo all rights, titles, interests in and to any Feedback. Any intellectual property rights relating to the Feedback is assigned to Us worldwide for the legal duration of these rights. 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.

**8.4 Reports.** We may, from time to time, anonymize the personal data (“**Anonymized Data**”) that We collect directly from You and combine it with others’ Anonymized Data in order to generate statistics, reports and studies. We may share these reports and studies with our Affiliates and use them for internal purposes. Any such reports or studies are our sole and exclusive property.

**8.5 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](mailto: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 that your statements above are true.

## 9. Liability & Warranty

**9.1 Indirect damages.** Except in case of force majeure, We will provide the Services in accordance with these Terms. We will not be held liable for any indirect damage and compensation for indirect damage is strictly excluded.

Indirect damage includes, but are not limited to, 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 arising out of or related to these Terms, whether the action is based on contract or tort.

**9.2 Our liability.** Our liability under these Terms will not exceed the price that You paid for the Services giving rise to the liability in the six (6) months preceding the first incident out of which the liability arose.

Notwithstanding the above, if You use the Services on the basis of the Free plan, our liability under these Terms will be exclusively limited to the remedies set out in the SLA Appendix, excluding any other compensation.

In no case, will We be held responsible in any capacity whatsoever in relation to third parties for any damage resulting from your use of the Services, notably resulting from your sending of electronic communications.

Your liability and our liability cannot be limited in case of death, personal injury resulting from an act or negligence; fraud or fraudulent mis-representation; or any other liability to the extent that such liability cannot be excluded or limited by law.

**9.3 Third-party products.** The Services and Software may include elements from third-party products and services, including software or other products that are subject to open-source licenses, and governed by the contractual terms of such third parties. We are not responsible for the content, features and functionalities of such third-party products and services. You can find a list of the main third-party products in Appendix 1.

**9.4 Hyperlinks.** Links to third party websites from the Services and our Documentation are provided solely for your convenience. We are 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 applicable terms and conditions, and not ours. Any concerns regarding any such website, or a hyperlink thereto, should be directed to the website's owner or operator.

**9.5. Country-specific terms.** Please refer to Appendix 2 to read our supplemental provisions if You are subject to our country-specific Terms of Service.

**9.6. Warranty & limitation of warranty.** We warrant that: (i) the Service will perform substantially in accordance with the Documentation and will be provided in a manner consistent with generally accepted industry standards, and (ii) We will not knowingly introduce any viruses or other forms of malicious code into the Service. The warranty described in this Section shall not apply to performance problems caused by (i) factors beyond the control of Brevo; (ii) any improper action or inaction from You, or third parties under your control or authority; (iii) Customer Data; or (iv) Your operating environment or equipment. We make no representations or warranties regarding the suitability, reliability, availability, timeliness, security, accuracy or completeness of the Services. The APIs may not be available at all times. To the extent permitted by law, the Services are provided "as is" and upon the terms specified in this Agreement, without warranty or condition of any kind. We exclude all warranties and conditions of any kind, whether express or implied, with respect to the Services, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement. In particular, We do not warrant that the Services will operate without interruption or malfunction or will be free from defects or errors that can be corrected, or that they are compatible with any hardware or configuration other than those expressly approved by us in the Documentation.

## 10. Your obligations and warranties

**10.1 Content.** You are solely responsible for the content of electronic communications sent to your Contacts via the Software.

**10.2 Third party claims.** You guarantee Brevo against any damage, any claim and any recourse of third parties resulting from any breach, from You or any third-party acting on your behalf or under your responsibility, of these Terms and Acceptable Use Policy or of any legal or regulatory provision.

**10.3 Indemnification.** You will indemnify, defend and hold Us and our Affiliates harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "**Action**") brought against Us (and our officers, directors, employees, agents, service providers, licensors) by a third party to the extent that such Action is based upon or arises out of (i) unauthorized or illegal use of the Services by You, (ii) your breach of these Terms or our Acceptable Use Policy, (iii) your use of third-party products or services, or (iv) the unauthorized use of the Services by any other person using your information or account.

We will notify You in writing without undue delay after becoming aware of any such claim; give You sole control of the defense or settlement of such a claim; and provide You (at your expense) with any and all information and assistance reasonably requested by You to handle the defense or settlement of the claim. You will not accept any settlement that (i) imposes an obligation on Us; (ii) requires Us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on Us without our prior written consent.

**10.4 No sensitive data.** You acknowledge that the Services have not been designed to collect, process or manage sensitive data within the meaning of Article 9 and/or Article 10 of the GDPR and accordingly You agree not to use the Services to collect, manage or process any sensitive data.

**10.5 Pre-requisites.** You must have a functional device and a stable, high-performance Internet connection in order to access the Software and use the Services. We do not guarantee the transmission of your electronic communications, content, messages or other information transmitted as part of the Services.

## 11. Force majeure

We or You will not be held liable if the non-performance or delay in the performance of our respective obligations – excluding any obligation to pay any Subscription fees – described in these Terms results from a force majeure event.

Force majeure means any external event which was impossible to avoid and unforeseeable, and which prevents Us or You from performing our obligations, as interpreted by the French courts.

Expressly, the following will be considered cases of force majeure, in addition to those usually considered by the case law 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, preventing the normal performance of the services provided,

- interruptions of the power supply of more than 48 hours.

## 12. Confidentiality

As used herein, "Confidential Information" means all confidential and/or proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, business and marketing plans, technology and technical information, screen and product designs, and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms, except with the Disclosing Party's prior written approval.

Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. The Receiving Party shall, except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with these Terms and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein for the protection of Confidential Information. The Receiving Party shall be responsible for any use or disclosure of Confidential Information by any of its, and its Affiliates', employees, contractors and/or agents.

## 13. Data protection

You acknowledge that You have read and understand our Privacy Policy, 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 relating to data protection.

The processing of personal data as part of the Service is described in our Data Protection Agreement, set out in Appendix 3.

## 14. Duration – Termination

These Terms are in force for as long as your Subscription is active. Depending on your plan, or on your choice at the moment of the subscription, the duration of your Subscription might be monthly or annual. In both cases, You are subscribing to a fixed-term contract.

Each party to these Terms is entitled to terminate the Terms of Service without notice and with immediate effect if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, cessation of business, liquidation, or assignment for the benefit of creditors. Each party is entitled to terminate the Terms of Service for cause upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period. For free Services each party is entitled to terminate these Terms at any time, provided that We leave You the opportunity to download the exportable Customer Content and Usage Data.

Upon expiration, your Subscription will automatically renew for subsequent terms equal to your prior Subscription's duration. If your current Subscription is monthly, You can always Subscribe to an annual plan before renewal date.

These Terms are non-cancellable by You prior to the end of your ongoing Subscription, and We will not provide refunds for any prepaid or unused fees.

## 15. Suspension, account termination, and portability

**15.1. Suspension and account termination.** You are entitled to close your Brevo account directly from Software or contact our support team at any time. This account termination will not terminate your ongoing Subscription, which means the sums (i) You have paid in consideration of the Services and or (ii) that may still be due in application of your ongoing Subscription will remain due to Us, even if You did not use or exhaust the acquired quotas (such as mailing, SMS, WhatsApp Messages or Brevo Phone), Seats or Pay as You Go Services at the end of these Terms.

**15.2 Suspension and termination in case of contractual breach.** In the event of your non-compliance with these Terms, including our Data Protection Agreement, Acceptable Use Policy or with any legal or regulatory provision, We reserve the right to suspend or close your account and end these Terms with immediate effect without prior notice. In such events, We will not provide refunds for any prepaid Subscription fees or unused quotas.

**15.3. Other cases.** If We terminate these Terms and close your account because your actions may negatively affect our company or our customers, We will notify You with 30 days' notice. We may suspend, limit, or terminate the free Services for any reason at any time without notice.

**15.4. Export features (portability).** Our Software's features allow you to retrieve exportable Customer Content and Usage Data (as described in Appendix 1) at all times during your Subscription without additional costs.

## 16. Applicable Law – Competent Court

These Terms are governed by French law.

Any dispute between You and Us arising from questions as to the validity, interpretation and/or performance, termination or breach of these Terms will be submitted to the Commercial Court of Paris, including in the event of summary proceedings, guarantee claims and/or multiple defendants.

## 17. Miscellaneous

**17.1 Terms update.** We may update these Terms or any other policy applicable to our Services. These Terms, our Acceptable Use Policy and Privacy Policy and their changes, as well as our offer updated with the latest changes, can be consulted at any time on the Site. All previous versions of our Terms can be consulted at <https://www.brevo.com/legal/termsofservice-archive/>. In the event of a substantial change to our Services, We will inform You by email or directly on your [brevo.com](https://www.brevo.com) account.

**17.2 Language.** Only the English language version of these Terms is binding.

**17.3 Partial invalidity.** The annulment of either of the clauses of these Terms 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.

**17.4 Export controls.** Provided the Services are subject to US and EU export jurisdiction, You must comply with all EU and US export control laws and regulations as well as international and national laws as applicable related to our Services. You warrant that the organization that You represent is not based in Cuba, Iran, North Korea, Syria, or any other territory that is subject to a EU/U.S. government embargo or international sanction and that it is not listed on any U.S. government list of prohibited or restricted person.

**17.5 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 our prior written consent. 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 will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**17.6 Independence.** No joint venture, partnership, employment, or agency relationship exists between You and Us as a result of these Terms or your use of the Services.

**17.7 Publicity.** You hereby consent that We publicise the existence (but not the terms) of our commercial relationship as a part of our promotional and marketing activities from time to time. In this regard, You hereby authorize Us to mention your business name and logos as trade references on any communication medium including social media. This authorization is granted free of charge. You may terminate this authorization at any time by sending a simple email to [enterprise.marketing@brevo.com](mailto:enterprise.marketing@brevo.com).

**17.8 Notices.** All notices intended for Us shall be transmitted to the designated Brevo address specified within these Terms of Service, and such notice shall be deemed duly delivered upon the date of actual receipt. All notices intended for You shall be transmitted by specific electronic notification to the email address on file within your Brevo account information. Alternatively, We may effectuate electronic notice by way of a general notification within the Software. You are under a continuing obligation to ensure the accuracy and currency of all your account information.

**17.9 Limitation period.** You are entitled to initiate any claim relating to the Terms or the provision of the Services within a period of one (1) year from the date on which (i) You became aware of the facts giving rise to the claim, (ii) or You should have become aware of the facts enabling You to exercise the claim.

**17.10 Entire agreement.** These Terms, along with the agreements incorporated by reference herein, constitute the entire agreement between You and Us with respect to your access to and use of the Services and your account, and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between You and Us with respect thereto and, with respect to your use of the Services, supersedes the terms of any other party's terms and conditions.

**17.11 Survival.** The termination of these Terms shall not affect the clauses relating to the settlement of disputes or those intended to be effective even in the event of termination. In particular, Sections Definitions, Financial Conditions, Prohibited Use, Duration - Termination, Intellectual Property, Confidentiality, Indemnification, Applicable Law – Competent Court and Miscellaneous, as well as those relating to liability and warranties, will continue to apply after the termination of these Terms.

## Appendix 1: Service-Specific Terms of Service

The Service-Specific Terms aim at highlighting some important information to use our different Services, depending on your current plan. The Service-Specific Terms form part of the Terms of Service and are hereby incorporated therein.

If You are using any of the Services described below, the terms corresponding to those product(s) apply to your use.

We periodically update this page, so please check back here for current information.

For paying plans, the withdrawal of your payment method will result in immediate suspension of your use of the Services. You can upgrade or downgrade your plan at all times directly in your Brevo account. An upgrade means the order of additional quotas of electronic communications for various channels (emails, SMS, WhatsApp messages, push notifications), Seats or features.

## **Seats**

To purchase a Seat, You can either (i) purchase the Seat in advance and invite the User at any point during your Subscription (but the billing of the Seat will start as soon as it is purchased), or (ii) invite a user directly, which will trigger the automatic billing of a Seat, based on the User's confirmation of the invitation. The multi-User features is described [here](#).

Seats are sold as an add-on and automatically become part of your Subscription once purchased. Seats are renewed automatically with your Subscription.

## **Quotas of emails, SMS, WhatsApp messages and push Subscribers**

*PLEASE READ CAREFULLY.*

Quotas of emails, SMS, WhatsApp messages and Subscribers are only activated in your account once You have paid for your Subscription. In case of late payment, You can still access your account but are not able and not authorized to use the Services, in particular to use your quotas to send electronic communications.

For billing purposes, the quotas are counted as follows:

- For the email channel: We count the number of emails available to be sent from our Software. Each email sent by You counts as one unit, regardless of the content or the actual delivery of the email. Your sending capacity will be suspended if/when You reach the sending limit specified in your Subscription.
- For the push notification channel (when available on your plan): We count the number of targeted individuals who subscribed to the Push notifications (the "Subscribers"). The Subscribers limit described in the Pricing and Features Pages applies per campaign. It means that one individual could be counted more than once, if your campaign targets an individual who have subscribed to more than one of your websites or mobile applications.

For pay as you go Services:

- For the SMS channel (when available on your plan): the number of credits purchased in pay as you go,
- For the WhatsApp channel (when available on your plan): the number of credits purchased in pay as you go.

The email quotas are allocated on a monthly basis: it means that We count a period of one month (that can consist of 30 or 31 days depending on the month) from your Subscription anniversary date and time (timestamped at the moment you validate your Subscription) until We reset your unused quotas on the anniversary date of the next month. This reset means that all unused electronic communication quotas are cancelled before the start of the next Subscription month. The reset applies regardless of the duration of your Subscription.

## Pay-as-you-go

You can only purchase Pay-as-you-go services if You have an ongoing Subscription.

Once logged in the Software, or by subscribing via our Pay as you go page (<https://www.brevo.com/pricing/pay-as-you-go/>), You can purchase SMS and/or, in case you subscribed to the Professional plan, WhatsApp messages on a pay-as-you-go basis. To send SMS and/or WhatsApp messages via our Services, You must purchase an amount of credits in advance. One credit allows You 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 only for a duration of twelve (12) months from its date of your purchase (the “**Validity Period**”). At the time of your purchase, the Ratio is indicated on the Site for informational purposes only. During the Validity Period, the Ratio of both SMS and/or WhatsApp messages depends on the exchange rates applied to Us when purchasing the credits and on the market prices, applied by our suppliers and third parties, and may therefore evolve during the performance of the Terms. When an applicable exchange rate is updated or when a change of price is notified to Us by our SMS suppliers or Meta, We might immediately apply with retroactive effect the new Ratio to You. Brevo does not commit to maintaining the commercial discounts on WhatsApp messages that may be displayed from time to time on the Pay as you go page of the Site insofar as Meta may influence the availability of these discounts. Your use of the WhatsApp messages features is subject and limited to the WhatsApp terms and conditions available in our list of Third Party Products listed in this Appendix.

## Plans

*The sections "Plans" and "Sales Packages" only apply if You have subscribed to a Brevo account starting from October 1st, 2025. If You have subscribed earlier than October 1st, 2025, You are keeping your current plan and may still refer to our archival page to access the former versions of our plans.*

***The following plans and packages are subject to their own feature restrictions, that may depend on the level of plan that You have purchased. Please read carefully the features description (<https://www.brevo.com/pricing/see-all-features/>, the “Features Page”) and the pricing page (available at : <https://www.brevo.com/pricing/>, the “Pricing Page”).*** If You have subscribed to Brevo before October 1st, 2025, please refer to our preceding version available on our archival page.

All our prices are recurring fees based on the duration of your Subscription, to the exception of the Pay-as-you-go emails, SMS and WhatsApp Messages.

Please read carefully the Features and Pricing Pages to understand the usage limitations under your plan and to know which features are included in your plan. For instance, some AI features are only included in some specific paying plans.

## **Free plan**

The Free Plan only gives You access to the email and SMS channels.

This Plan is limited to one (1) User only.

It includes Contact limits, Marketing Automation limits and email sending limits.

Please read carefully the Features Page to know which features are included in the Free plan.

## **Starter plan**

The subscription to the Starter Plan gives You access to the features detailed on the Features Pages, in particular:

- Access rights for one (1) User on your account. To be allowed to get additional Users, You must subscribe to the Standard Plan and purchase additional Seat(s).
- Access to the email channel.
- Access to the SMS channel.

The Starter plan includes a Contacts limit, a Seat limit, Marketing Automation limits and email sending limits, as described in the Features Page.

You can choose your monthly email quotas:

- If You order five thousand (5,000) emails per month, your use of the Services shall be limited to five hundred (500) Contacts.
- If You order from 5,001 to 10,000 emails per month, your use of the Services shall be limited to one thousand five hundred (1,500) Contacts.

- If You order more than ten thousand (10,000) emails per month, the use of the Services will be subject to fair use. Fair use means a limit of 500.000 Contacts.

When You subscribe to Starter plan that is subject to a Contact limit and You exceed this Contacts limit, We may automatically increase the Contacts limit in your account and upgrade your plan accordingly. There is no more automatic upgrade once your Subscription has reached 20,000 emails.

## Standard plan

The subscription to the Standard Plan gives You access to the features detailed on the Features Page, in particular:

- Access rights for one (1) User on your account (which means one (1) Seat is included), and the possibility to purchase a maximum of two (2) additional Seats via the “multi-user access” add-on, within a maximum limit of three (3) Users. Additional Seats are billed in accordance with the prices displayed on the Pricing Page.
- Access to the email channel.
- Access to the SMS channel.
- Access to the web push channel, within the monthly limit of Subscriber quotas described in the Feature Page.

The Standard plan includes Contact limits, Seats limitation, push Subscriber limit and email sending limits, as detailed on the Features Page.

You can choose your monthly email quotas:

- If You order five thousand (5,000) emails per month, your use of the Services shall be limited to five hundred (500) Contacts.
- If You order from 5,001 to 10,000 emails per month, your use of the Services shall be limited to one thousand five hundred (1,500) Contacts.
- If You order more than ten thousand (10,000) emails per month, the use of the Services will be subject to fair use. Fair use means a limit of 500.000 Contacts.

When You subscribe to Standard plan that is subject to a Contact limit and You exceed this Contacts limit, We may automatically increase the Contacts limit in your account and upgrade your plan accordingly. There is no more automatic upgrade once your Subscription has reached 20,000 emails.

## Professional plan

The subscription to the Professional plan gives You access to the features detailed on the Features Page, in particular:

- Access rights for the maximum number of Users detailed on the Features Page. To exceed this limit of Users, You must subscribe to the Enterprise Solution.
- Access to the email channel within the monthly limit of email quotas described in the Feature Page.
- Access to the WhatsApp channel in Pay-as-you-go.
- Access to the web & mobile push channel, within the monthly limit of Subscriber quotas described in the Feature Page.

Under the Professional plan, the Seats and email quotas are limited as detailed in the Features Page.

The use of the Services under the Professional plan is subject to fair use. For the Professional plan, fair use means a limit of two million (2.000.000) Contacts.

## Sales package

The Sales packages can be combined with a plan. It is sold as an add-on and automatically becomes part of your Subscription once purchased.

- You need an ongoing plan to purchase the Essential Package.
- You need an ongoing Professional plan to purchase the Advanced Package.

The recurring fees of the Sales Packages (Essentials or Advanced) are described on the Features Page.

The number of Seats on the Sales Package is unrelated to the Users assigned to your ongoing plan. The number of additional Seats that You have ordered as an add-on to the Sales Package will increase the recurring fees of the Services. The following Seat limitation applies:

- Starter plan: one (1) Sales Seat is included in the package. If You want additional Sales Seats, You must subscribe to a Standard plan.
- Standard plan: one (1) Sales Seat is included in the package. You can order a maximum of four (4) Seats in addition to the initial User of the account.
- Professional plan: one (1) Sales Seat is included in the package. You can order additional Sales Seat. If You want to purchase more than 49 additional Seats, We invite You to contact our support.

The Sales Platform gives You access in particular to the following features, described [here](#), in particular:

### [Brevo Meetings](#)

### [Brevo Conversations](#)

## **Brevo Phone**

To use Brevo Phone, You need to order one-time credits for outbound calling.

If You use French phone numbers, the following section applies, with You being the “**End User**” and Us being “**Customer**”, and Twilio a third party phone number provider (as listed in our list of subprocessors in the DPA). “**Number-Based Communications Services**” are communications services, involving voice calling or text messaging capabilities for the categories of phone numbers specified in the applicable Numbering Requirements directly to your End Users. “**Numbering Requirements**” means the legal and regulatory requirements set forth at <https://www.twilio.com/en-us/legal/numbering-requirements>.

**Customer’s End User Restrictions and Requirements.** Each of your End User acknowledges and agrees (a) that You are acting as a distributor of Twilio, or an affiliate of Twilio, as applicable, in brokering the provision of the Number-Based Communications Services directly to such End User of Customer; (b) that the provision and such End User of Customer’s use of the Number-Based Communications Services in any of the designated countries is subject to the Twilio Terms of Service, available at <https://www.twilio.com/legal/tos>, excluding any payment obligations to Twilio set forth therein (“**Twilio Terms**”); (c) to be the only final user of any Number-Based Communications Services; (d) not to sub-assign, sub-allocate, or resell the Number-Based Communications Services whatsoever; and (e) to cooperate with, and be represented by, Customer regarding all matters relating to Twilio and the Number-Based Communications Services. Each End User of Customer’s failure to comply with the requirements of this Section will provide Customer and Twilio each the right to suspend the provision of the Number-Based Communications Services. For the avoidance of doubt, Twilio’s provision of the Number-Based Services directly to each End User of Customer does not create any contractual relationship between such End User of Customer and Twilio whatsoever.

**Customer’s End User Cooperation.** Each End User of Customer will promptly and reasonably cooperate with Customer and Twilio, as Customer and Twilio may request in writing in connection with any information request or investigation (a) regarding complaints or any other matters in connection with the Number-Based Communications Services, whether such an information request or investigation is initiated by Twilio or by any third party, including, without limitation, law enforcement, regulators, or telecommunications providers, or (b) to ensure compliance with the Twilio Terms or applicable law or regulation. Each End User of Customer further agrees that Twilio may suspend its provision of the Number-Based Communications Services in accordance with the Twilio Terms.

## **Export features (portability)**

You can retrieve all exportable Customer Content and Usage Data via the following portability features, provided that the supported feature is included in your plan:

[Export email campaign report](#)

[Export SMS campaign report](#)

[Export transactional logs](#)

[Export automation logs](#)

[Export dashboards](#)

[Export contacts](#)

If You subscribed to a Sales package : [Export companies](#) & [Export deals](#)

## **Main Brevo features**

Depending on your plan, the features listed in the Features Page may be either included in the plan, available as an Add-on or available if You upgrade your plan. Each feature is described in the Documentation. Here is an overview of the main Brevo features:

### **Dedicated IP Address**

Dedicated IP Addresses are a yearly Subscription and invoiced separately from you Subscription plan. You may have the option to purchase an access to a dedicated IP address (a "Dedicated IP Address") to send emails via our Services. We solely determine whether or not We can provide You with an access to a Dedicated IP Address. We own and operate the Dedicated IP Addresses and We reserve the right to revoke your use of a Dedicated IP Address at any time. If your account uses a Dedicated IP Address and You or We suspend the sending of emails for 30 days or more for any reason (including but not limited to a breach of these Terms or a voluntary suspension of your Subscription), We may terminate your right to use the Dedicated IP Address and terminate any of your future use of Dedicated IP Address(es). You can learn how to purchase an IP address [here](#) and the rules and the functioning of Dedicated IP Addresses are explained in more detail [here](#).

### **Plugin**

This Add-on allows You to use a third-Party plugin so that our Software can interoperate with the designated third-party application (Third-Party Product). For instance, the Salesforce plugin allows Customer to synchronize a list of leads or contacts, as described on the Site.

### **Data feed**

The data feeds feature allows You to personalize each email sent to the Contacts, for instance, to send discounts or coupons generated on an e-commerce platform as detailed in the Documentation.

### AI segmentation

This add-on is powered by an AI System, in accordance with Section 6 of the General Terms and Conditions. It allows You to use artificial intelligence for the segmentation of your Customer Content. AI Segmentation may only applies to your Customer Content and depends on the accuracy, integrity and update of your Customer Content.

### **Dashboards & scores**

This add-on allows you to use dashboards' native templates and one (1) pre-built score. Any additional usage must be ordered separately.

### Inbound Webhooks

This add-on allows You to use the inbound webhooks feature, as described [here](#). The webhooks features are provided in accordance with the Documentation [here](#).

### Product recommendation

### WhatsApp campaigns

### Pop-up

### Split list / segment

### Pre built Dash and custom Dash

### Custom objects

### Block synchronization

### Landing Pages

### Marketing pressure management

### Tags and folders

### Dynamic coupons

All those features, and many others such as “Advanced data management”, “A/X automation split”, “Multi-language” or “Back in stock” are described on the Site or in our Documentation.

## Third-party products

The following products and functionalities are integrated into the Software and provided as part of the Services on an optional basis and are only activated if You instruct Us so. The links to the applicable terms and conditions are provided for information purposes only and are subject to change depending on updates from the publishers of third-party products:

Google Recaptcha:

[Service description](#)

[Terms and conditions](#)

[Privacy](#)

Google Fonts:

[Service description](#) & [Fonts knowledge](#)

[Terms and conditions](#)

[Privacy](#)

Cloudflare Turnstile (alternative Recaptcha):

[Service description](#)

[Terms and conditions](#)

[Privacy](#)

Facebook Ads:

[Service description](#)

[General Terms of Service](#)

[Facebook Ads specific terms](#)

[Commercial terms](#) & [Technology terms](#)

[Privacy](#)

WhatsApp Business:

[Service description](#)

[Terms of Service](#)

[DPA](#)

[Privacy Centre](#)

AB Tasty (“Potions” product recommendation)

<https://get-potions.com/en/CGVU/>

<https://get-potions.com/en/politique-de-confidentialite/>

Brevo also allows You to integrate third party software and applications, via our integration feature or via API. Any integration of our Software with a third party software is your exclusive responsibility. Any breach of the applicable terms and conditions of any third party software may result in the termination of those terms and conditions and/or the termination of your right to access and use any or all of the features and functionalities of that third party software.

## Services that are unrelated to your plan and Subscription

**Brevo Academy.** We may offer educational webinars or content through Brevo Academy. The descriptions of this educational content, and the terms and conditions that apply to your participation in Brevo Academy are available at <https://academy.brevo.com/home>. By participating in a Brevo Academy educational webinar, training or other content, you agree to abide by the applicable terms and conditions for Brevo Academy.

**Brevo Payment:** Brevo Payment is a different product and is governed by separate terms and conditions. Please read the following terms and conditions before You subscribe:

<https://www.brevo.com/legal/brevo-payment-terms-of-use/>.

## Appendix 2: Country-Specific Terms of Service

**In the event of a conflict or inconsistency between the Country-Specific Terms of Service and the General Terms and Conditions, the relevant terms of these Country-Specific Terms of Service will prevail.**

***For Users incorporated in USA, Canada or Mexico (NorAm zone) the following supplemental terms will apply:***

- 1. Brevo. SIB INC. US, a US company registered under number 47-3065169 with its registered office at 2140 South Dupont Highway, Camden, DE, 19934 and its physical office at 823 Congress Ave. Ste 300 Austin, TX 78701 (hereafter “Brevo”, “We” or “Us”) is the signatory and billing entity under these supplemental terms.**
- 2. Industry-specific regulations.** You should not use the Services where your communications would be subject to industry-specific regulations such as the Health Insurance Portability and Accountability Act (HIPAA) or the Federal Information Security Management Act (FISMA). Brevo makes no representations that the Services or your use thereof comply with industry-specific legal or regulatory requirements. If you use the Services in a manner that invokes such laws, you do so at your own risk.
- 3. Compliance with digital marketing and other laws.** The sending of email, SMSs and WhatsApp Messages to customers and prospects is subject to the applicable data protection, digital marketing laws and regulations, and other applicable laws and regulations. You agree to, at all times, comply with all applicable laws and regulations while using the Services, including without limitation: (i) laws governing consumer privacy and data security, including, without limitation, the California Consumer Privacy Act (CCPA) and California’s Invasion of Privacy Act (CIPA) and analogous laws in other states; (ii) the U.S.

CAN-SPAM Act, the Canadian Anti-Spam Legislation, and the U.S. Telephone Consumer Protection Act; (iii) the Telemarketing Sales Rule; (iv) the U.S. Foreign Corrupt Practices Act of 1977 and the U.K. Bribery Act of 2010, each as amended; and (v) all United States export laws, rules, and regulations, including but not limited to Export Administration Regulations, and you agree not to export the Services or any component thereof without first obtaining all required authorizations or licenses. You are solely responsible for notifying Brevo if your use of the Services or any component thereof or any provision of these Terms violates any law, regulation, or rule of your locality. Use of the Services from jurisdictions where such access is illegal is prohibited. Brevo is not responsible for any violation of law in relation to your use of the Services.

4. **Copyright Infringement/DMCA Notice.** If you are concerned that any content on the Services is improper or infringing, please contact us at support@brevo.com. If you would like the reported content removed, please provide: (i) a detailed description of the objectionable content, including where it is located on the Services; (ii) a statement that you have a good faith belief that the poster does not have permission to use the said objectionable content; (iii) a statement that you are the owner, or exclusive agent of the owner, of the objectionable content; (iv) your contact information, and; (v) a signed and sworn statement, under penalty of perjury, that your statements above are true to your knowledge. It is our policy, in appropriate circumstances and at our discretion, to respond to notices of alleged copyright infringement in accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA").
5. **Disclaimer of Warranties.** You expressly understand and agree that the Services are provided on an as-is-and-as-available basis with all faults and defects. We make no warranties regarding the Services whatsoever and expressly disclaim any and all implied warranties, including any warranties of merchantability, fitness for a particular purpose, and non-infringement. Without limiting the foregoing, 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. The provisions of this paragraph shall apply to the maximum extent permitted by applicable law. Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions or limitations may not apply to you. This paragraph will survive termination of these Terms. 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 AND SERVICES, 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 BREVO, ITS OFFICERS, EMPLOYEES, OR REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.
6. **Limited Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BREVO OR ITS 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 OR THE SERVICES. 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, BREVO 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 THESE TERMS. WITHOUT LIMITING THE FOREGOING PROVISIONS, THE LIMIT ON TOTAL CUMULATIVE LIABILITY OWED BY BREVO TO YOU OR ANY PERSON FOR ANY CLAIMS ARISING FROM OR RELATING TO THE SERVICES SHALL BE LIMITED TO A MAXIMUM OF: (A) IF YOU USE THE SERVICES ON A SUBSCRIPTION BASIS, THE AMOUNT YOU HAVE PAID BREVO FOR YOUR SUBSCRIPTION PLAN UNDER THE SERVICES IN THE SIX (6) MONTHS PRECEDING THE DATE OF THE CLAIM GIVING RISE TO SUCH LIABILITY OR (B) IN ALL OTHER CASES, ONE HUNDRED DOLLARS (\$100) USD. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE AGAINST BREVO MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE

agree that any dispute, controversy or claim between You and Brevo arising out of or relating to: (i) these Terms, or the breach thereof; (ii) our provision of the Services; (iii) your access to or use of the Services; or (iv) any alleged violation of any federal, state, or local law, statute, or ordinance (each such dispute, controversy or claim, a "Dispute") will be governed by the dispute resolution procedure outlined in this paragraph and the Arbitration Agreement below. Before filing a claim against Brevo, You agree to try to resolve the Dispute informally by contacting Brevo at [support@brevo.com](mailto:support@brevo.com). We will contact You by email as part of a good faith effort to resolve the Dispute informally. If a Dispute is not resolved within 30 days after submission, You or We may bring a formal proceeding.

8. **Arbitration Agreement.** You and Brevo each agree to resolve any Disputes through final and binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in the State of Delaware, United States, or any other location We agree to. The AAA rules will govern payment of all arbitration fees. Notwithstanding the foregoing, either You or Brevo may assert claims, if they qualify, in small claims court in the State of Delaware, or any United States county where you live or work. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of our Services, or infringement of intellectual property rights (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute resolution process described above. YOU AGREE TO GIVE UP ANY

RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, ALSO MAY BE UNAVAILABLE OR LIMITED IN ARBITRATION.

9. **Class Action Waiver.** YOU HEREBY WAIVE ANY RIGHT TO COMMENCE OR PARTICIPATE IN ANY CLASS ACTION LAWSUIT AGAINST US AND/OR OUR AFFILIATES RELATED TO ANY CLAIM, DISPUTE OR CONTROVERSY, AND, WHERE APPLICABLE, YOU HEREBY AGREE TO OPT OUT OF ANY CLASS PROCEEDING AGAINST US AND/OR OUR AFFILIATES OTHERWISE COMMENCED.
0. **Applicable Law and Competent Court.** These Terms are governed by the laws of the State of Delaware USA, without regard to its conflict of law rules. In the event that the Arbitration Agreement herein does not apply to a Dispute, the parties hereto agree to the exclusive jurisdiction of the state and federal courts located in New Castle County Delaware, including in the event of summary proceedings, guarantee claims and/or multiple defendants.
1. **Consent to Do Business Electronically.** By accessing our Software, 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) Us communicating with You electronically; (b) receiving all applications, notices, disclosures and authorizations (collectively, "Records") from Us 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. We 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](mailto:support@brevo.com).
2. **Language.** Only the English language version of these Terms is binding between You and Us.

**For Users incorporated in Germany, Switzerland or Austria, the following supplemental terms will apply:**

1. **Brevo.** Sendinblue GmbH, a company registered with Commercial Court Berlin-Charlottenburg under number HRB 133191 with its registered office at Köpenicker Str. 126, 10179 Berlin, Germany (hereafter "**Brevo**", "**We**" or "**Us**") is the signatory and billing entity under these supplemental terms.
2. **Termination for cause.** These Terms may not otherwise be terminated prior to the end of the Subscription term. The right of either party to terminate this Agreement for a compelling reason under a claim of extraordinary termination under the German Civil Code will remain unaffected.
3. **Liability.** We shall be liable for damages regardless of the legal basis, in accordance with statutory provisions only to the extent set forth as follows:
4. **Unlimited liability.** We shall be liable for damages arising from injury to life, body, or health, as well as for damages based on intent or gross negligence by Us or Our legal

representatives or vicarious agents, for damages resulting from a breach of a guarantee provided by Us or due to fraudulently concealed defects, for damages under the Product Liability Act, and for damages covered by §§ 69, 70 TKG. For the above exceptions, the statutory provisions shall remain applicable.

5. **Limited liability.** In the case of simple negligence by Us or Our legal representatives or vicarious agents, We shall only be liable if it concerns the breach of an essential contractual obligation. An essential contractual obligation is an obligation whose fulfillment makes the proper performance of a contract possible in the first place and on which You may regularly rely. In such a case, Our liability is limited to the foreseeable, typical damage. We and You assume that any damage will typically not exceed the recurring fees payable by You for the respective service over a period of 12 months and hereby agree to a corresponding limitation of liability. All other claims of simple negligence for damages brought by You are excluded. If You incur damage from the use of services provided free of charge on the websites (including access to free content), We shall only be liable insofar as the damage is caused by the contractual use of the free content and/or services and the liability shall be limited up to 100 Euros per contractual year. The limitations in this section shall also apply in favor of the Our legal representatives and vicarious agents, even if claims are brought directly against them. Liability for damages due to a defect that already existed at the time of contract conclusion pursuant to § 536a BGB is excluded.
6. **Disclaimer of warranties.** Our Services will be provided in a professional manner in accordance with common industry standards utilizing reasonable care and skill. We, Our Affiliates and Our agents make no representations or warranties about the suitability of the Services for a particular purpose nor on a specific reliability, availability, timeliness, security or accuracy of the Services.
7. **Applicable Law and Competent Court.** These Terms are governed by German law. The exclusive jurisdiction for all disputes arising out of or in connection with this contract shall be Berlin, provided that each party is a merchant or a legal entity under public law.
8. **Language.** Only the German language version of these supplemental terms is binding between You and Us.

**If (i) Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonized rules on fair access to and use of data (the "Data Act") applies to You (if You are based in an EU or EEA member state), and if (ii) You have subscribed to your ongoing plan on or after September 12, 2025, the following supplemental terms will apply:**

1. **Preamble.** Your rights and obligations, and ours, in relation to switching between providers of data processing services, or to an on-premises ICT infrastructure, or, to use several providers of data processing services at the same time are governed by the following section. Unless otherwise noted, any defined terms used here have the same meaning as in the Terms of Service. Terms that are used without capital letters and that are defined by Article 2 of the Data Act have the same meaning as in the Data Act. Exportable Data refers to the Customer Content and Usage Data that is exportable via our export features described in Appendix 1 of the Terms of Service. Exportable Data includes digital assets.

**Note: The following requesting process does not prevent You from freely downloading your Exportable Data, deleting your Customer Content or closing your account at any time during your Subscription, as provided in the Terms of Service.**

2. **Requesting process.** To initiate switching, you shall provide written notice (« Request ») at least two (2) months in advance (« Notice Period ») of the requested initiation date at [support@brevo.com](mailto:support@brevo.com). Upon the termination of the Notice Period You shall notify us of your decision: (i) Switching Request to a different provider or to an on-premises ICT infrastructure; (ii) Erasure Request, meaning the deletion of your Customer Content. Following notification of Your decision, We will support Your Switching or Erasure Request in accordance with the provisions of this Section. In particular, We will, to the extent technically feasible and subject to applicable law, provide You with the instructions reasonably necessary to perform such Switching or Erasure Request, or, where available, direct You to the relevant Documentation enabling You to export your Exportable Data. You shall have a period of thirty (30) calendar days following the expiry of the Notice Period to complete the Switching or Erasure process (the “Transitional Period”). You acknowledge that it is Your responsibility to initiate the switching process sufficiently in advance to ensure that both the Notice Period and the Transitional Period can be completed within the term of your ongoing Subscription where possible). If the initial Transitional Period proves technically insufficient, We will notify You within fourteen (14) business days of receipt of your Request. Such notice shall specify the reasons for the technical unfeasibility and propose an alternative Transitional Period that allows You to export your Exportable Data, provided that such alternative period shall not exceed seven (7) months. You shall be entitled to extend the Transitional Period once, where You can demonstrate a reasonable need to do so, provided that any such extension shall not exceed the remaining duration of Your Subscription. Where the Transitional Period commences, continues or is extended after the termination or expiry of your Subscription, the Terms of Service shall remain applicable during such period. The standard Subscription fees shall continue to apply due to the continuity of Services. During the Transitional Period, We will: (i) provide reasonable assistance to You as described in article “Switching operations” of this section; (ii) act with due care to maintain business continuity and continue the provision of the functions or Services under the Terms of Service; (iii) provide clear information concerning any known risks to continuity in the provision of our Services; and (iv) ensure that a high level of security is maintained throughout the Switching process. Once You have completed the export of your data, You must notify us via our designated support email address. We will then support your Deletion Request in accordance with the **Data Processing Agreement** and, to the extent permitted by applicable law, delete the Customer Content from the Software.
3. **Switching operations.** You acknowledge and agree that, in accordance with Article 30(2) of the Data Act, our sole obligation is to provide You with a standard, “off-the-shelf” export functionality within the Software, enabling You to download your Exportable Data at any time during the term of your Subscription. The export functionality, as well as the scope of Exportable Data, are described in our Documentation, as listed in Appendix 1 of the Terms of Service. This Documentation provides You with all information reasonably necessary to support your exit strategy. The Switching operations described in this Section shall not be subject to any Switching Charges. You may request the provision of additional services that go beyond our Switching obligations under this Section. Such additional services may be provided subject to a separate agreement and shall be charged at our standard daily rate of one thousand euros (EUR 1,000), exclusive of tax. Additional services may include: (i) the provision of your Exportable Data in custom formats or data structures specifically requested by You that are not part of the standard export formats described in the Documentation; (ii) consulting services to support your internal migration processes, data mapping, or integration with third-party systems; (iii) data transformation, cleansing,

- validation, or enrichment services beyond the provision of raw Exportable Data in the standard formats; (iv) active participation in migrating your data to a specific third-party system, including integration work or direct data transfer; or (v) any other bespoke services specifically requested by You.
4. **Termination.** Your Subscription will automatically end either upon your successful completion of the switching process or, in case of a Request to erase Exportable Data, at the end of the Notice Period. You shall remain liable to pay: (i) all outstanding Subscription fees for services already provided up to the effective termination date, and (ii) all outstanding Subscription fees covering the remainder of the Subscription term as an early termination fee. Where You have pre-paid your Subscription, We reserve the right to retain such amounts, and (iii) If You have subscribed to our Professional plan, You shall also be liable for a one-time flat fee of one thousand euros (EUR 1,000), exclusive of tax, corresponding to one (1) man-day of work for the setup of Your account, unless such fee has already been expressly included, with no discount, in an order form and duly paid by You.
5. **Your obligation.** You undertake to take all reasonable measures to achieve effective switching in accordance with our Documentation. You also undertake to be responsible for the import and implementation of Exportable Data in your own systems or in the systems of your new service provider. Several legal entities (including, without limitation, your Affiliates and Users) may use our Services under the Terms of Service and may be impacted by a Switching or Deletion Request (the "Stakeholders"). You are solely responsible for ensuring that You possess all necessary rights and permissions concerning the Switching or Deletion requests and the Exportable Data prior to exercising your rights under this section. You will defend and indemnify us and our Affiliates against any claim brought by Stakeholders alleging that the Switching or Deletion request infringes upon such Stakeholder's rights or licenses. Your indemnification obligation covers all damages, attorney fees, and costs finally awarded against us or amounts paid by us under a settlement approved in writing by You, provided that We: (i) provide You with prompt written notice of the claim; (ii) grant You sole control over the defense and settlement of the claim (provided that You may not settle any claim unless it unconditionally releases us from all liability); (iii) provide You with all reasonable assistance, at your expense. This defense and indemnification obligation does not apply if the claim arises from our breach of the Terms of Service.
6. **Liability.** We shall not be liable for any damages, losses, costs, or expenses arising out of or in connection with any Switching as You are responsible of the switching process. This exclusion includes, without limitation, any issues relating to the integrity, completeness, or loss of Exportable Data, any system downtime, compatibility problems, or any other disruptions or failures resulting from or associated with the Switching. You acknowledge and agree that You bear sole responsibility for the successful completion of the Switching and for the secure export and retention of your Exportable Data. We shall not be liable to the extent failures, delays or data loss result that may occur during the Switching process, your failure to follow our reasonable instructions or Documentation, inherent limitations of standard export formats. We do not warrant compatibility with any third-party destination service. You remain responsible for the destination environment and for securing your data after export.
7. **Miscellaneous.** In the event of any conflict between this section and any other provision of the Terms of Service, this section shall prevail to the extent of such conflict. In addition to any other provisions of the Terms of Service that survive termination or expiry, Articles 3, 4, 5, and 6 of this section shall survive the termination or expiry of this Agreement.

## Appendix 3: Data Processing Agreement (DPA)

This **Data Processing Agreement** and its Annex (collectively, the “**DPA**”) is part of the Terms of Service between You and Us (the “**Terms**”) and sets forth the terms and conditions relating to Processing of Personal Data by Us. For the purpose of these Terms, the parties agree that We act as Processor and You act as Controller as those terms are defined under Data Protection Laws. In some cases where You act as Processor for an end-user, We will act as subprocessor. All capitalized terms not defined in this DPA will have the meaning set forth in the Terms and the Data Protection Laws.

## 1. Definitions

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

“**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 your behalf 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.

“**Personal Data**” means any information contained in Customer Data that is protected under applicable Data Protection Laws, such as information describing or relating to: (i) an identified or identifiable natural person or household or (ii) an identified or identifiable legal entity (where

such information is protected as personal data or personally identifiable information under applicable Data Protection Laws).

“**Processing**” has the meaning given to it in the GDPR and “**process**”, “**processes**” and “**processed**” will 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.

“**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 Us or our 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 will prevail to the extent of that conflict.

**2.2.** Any claims brought under or in connection with this DPA will 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 will have any right to enforce any of its terms.

**2.4.** This DPA will 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. Details of Data Processing

**3.1. Role of Parties:** The parties acknowledge and agree that (i) with regard to the Processing of Customer Data, You are 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. In some cases, Brevo might process Customer Data as sub-processor on behalf of You if You are using Brevo’s Services as data processor on behalf of a third party data controller. In this latter

case, it is agreed that the instructions contained in this DPA are indirectly transmitted to Brevo through You. We may process Customer Data as a Controller in accordance with our Privacy Policy You hereby acknowledge (<https://www.brevo.com/legal/privacypolicy/>) in order to manage your account, provide billing, produce statistics, or defend our rights in court or in settlement.

**3.2. Description of the Processing:** The description of the Processing is detailed in Annex 1 of this DPA.

**3.3. Instructions:** We will Process, retain, use, store, or disclose Customer Data only according to your written, documented instructions to perform a specific or general action with regard to Customer Data for the purpose of providing the Services to You pursuant to the Terms (“**Instructions**”). The Parties agree that the Terms (including this DPA), together with your use of our Services in accordance with the Terms, constitute your complete and final Instructions to Brevo in relation to the Processing of Customer Data. We will inform You without delay if, in our opinion, an Instruction violates applicable Data Protection Laws or We are unable to follow an Instruction and, where necessary, cease all Processing until You issue new Instructions with which We are able to comply.

## 4. Your Obligations

**4.1. Your Processing:** You will, when using the Services, Process Personal Data in accordance with the requirements of all applicable Data Protection Laws. You represent and warrant that You have established a lawful basis to Process Personal Data, Your use of our Services will not violate the rights of any Data Subject, and You have the right to transfer, or provide access to, the Personal Data to Us for Processing in accordance with the terms of the Terms (including this DPA). You also warrant that You will process all data subjects’ requests within the deadlines required by applicable Data Protection Laws.

**4.2. Your Responsibilities:** You will have sole responsibility for the accuracy, quality, and lawfulness of Personal Data and the means by which You acquired Personal Data. If You are established in a jurisdiction governed by Data Protection Law(s), or if your Customer Content contains Personal Data of citizens of one or more jurisdictions governed by Data Protection Law(s), You agree to (i) comply with your obligations as a Controller under applicable Data Protection Law in respect of its processing of Customer Data and any processing instructions You issue to Us; and (ii) provide notice and obtain all consents from Data Subjects and rights necessary under Data Protection Laws for Us to process Customer Data and provide the Services pursuant to the Terms and this DPA.

**4.3. Data Retention:** The parties agree that You (including your Users), and not Brevo, are responsible for managing the retention periods of Personal Data that You upload onto our Software, and that it is incumbent on You to delete such Personal data as and when the

applicable retention period expires. We are responsible only for deleting or anonymizing data at the end of its contractual relationship with You.

**4.4. No Sensitive Personal Data:** You undertake not to include in the distribution lists uploaded onto the Software 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:** You will inform Us without undue delay if You are not able to comply with your obligations under this DPA or any applicable Data Protection Laws. For the avoidance of doubt, We are not responsible for compliance with any Data Protection Laws applicable to You or your industry that are not generally applicable to Us.

## 5. Our Obligations

**5.1. Our Processing.** You hereby appoints Us to process Customer Data on your behalf for the purposes described in the Terms (including this DPA) and its privacy policy (<https://www.brevo.com/legal/privacypolicy/>). We will Process Customer Data in accordance with your 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 You as the Controller. Brevo has appointed a Data Protection Officer: [dpo@brevo.com](mailto:dpo@brevo.com).

**5.2. Record.** We will maintain a record with a list of the processing operations carried out on behalf of the Controller as required by applicable Data Protection Laws. Such record will include all the information listed in Article 30 (2) of the GDPR.

**5.3. Data Destruction or Export.** You may, at any time during the performance of the Terms, (i) access or delete Customer Data processed by Us directly via the Site or (ii) retrieve the data that You have uploaded on the Site or reports relating to the data by clicking on the “export button” in your Brevo account. Upon termination of the Terms, We will, upon your request, destroy all Customer Data within three (3) months of termination. Upon your request, We will provide You with written confirmation of such destruction. Notwithstanding the foregoing, We reserve the right to retain Customer Data for longer periods where a longer retention period is required by applicable law.

**5.4. Security.** We undertake 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. We will implement and maintain appropriate technical and organizational security and confidentiality measures available in Appendix 4.

**5.5. Confidentiality.** We will treat Customer Data as Confidential Information. We will ensure that only our employees authorized to process Personal Data for the purpose of performing the Services 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 We are required by applicable law to disclose Customer Data for a purpose unrelated to the Terms, We will first inform You of the legal requirement and give You an opportunity to object or challenge the requirement, unless the law prohibits such notice. Notwithstanding the foregoing, We will have the right to collect and use Personal Data contained in Customer Data to investigate a use of the 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:** We will notify You without undue delay at your email address on file or via your account on the Site after becoming aware of a Data Breach occurring on our Site or information systems, or information systems of our Sub-Processor upon becoming aware. We will provide such notification in compliance with applicable Data Protection Laws and such notification will include, at a minimum, the details listed in Article 33 (3) of the GDPR.

We will make reasonable efforts to identify the cause of such Data Breach and take such steps as We deem necessary and reasonable to remediate the cause of such a Data Breach to the extent the remediation is within its reasonable control. At your reasonable request, and to the extent We are required to do so under applicable Data Protection Laws, We will promptly provide You with commercially reasonable assistance as necessary to enable You to meet your obligations under applicable Data Protection Laws to notify authorities and/or affected Data Subjects. The obligations herein will not apply to incidents that are caused by You or other Users.

## 6. Assistance and Audit

**6.1. Assistance:** To the extent You are unable to independently access the relevant Customer Data via the Software, upon your written request and at your expense, We shall provide reasonable assistance taking into account the nature of the Processing and the information available to Us, to enable You to respond to a Data Subject request to exercise rights under applicable Data Protection Laws, or a request from a competent supervisory authority relating to the processing of Personal Data under the Terms. If any such request is made directly to Us, We shall not respond to it ourselves but will assist the Data Subject, where necessary, in identifying You as the Controller and will provide them with your contact details. If We are legally required to directly respond to such a request, We will, without undue delay, notify You and provide You with a copy of the request unless legally prohibited from doing so.

You further instruct Us to directly execute automatic unsubscription requests. In case We receive requests relating to unsolicited communications, prohibited uses of the Services, or

potential breaches of these Terms by You or one of our customers, You accept that We may suspend the possibility of sending any electronic communication to the Data Subject's domain.

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

**6.3. Audit Limitations:** The audits described in Section 6.2: (i) may not occur more than one (1) time per contract year; (ii) will be limited to Customer Data processing activities performed by Us on your behalf; (iii) may not involve any on site investigation, except as mutually agreed in writing between You and Us. The available Audit Documentation will not include any information that may disclose our know-how, intellectual property or that could jeopardize the security of our infrastructure, Services or Software.

## 7. Sub-Processors

**7.1. Authorized Sub-Processors:** You expressly authorize Us to engage the Sub-Processors on the Sub-Processor List in Annex as of the start of your Subscription to Process Customer Data pursuant to the Terms (including this DPA). We have 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:** We will: (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 Us to breach any of its obligations under this DPA.

**7.3 Changes to Sub-Processor:** We will provide notification to You by email or through your account on the Software of any new Sub-Processors before authorizing such new Sub-processor(s) to Process Customer Data. You 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 We Process Personal Data on your 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) “**Business**”, “**Service Provider**”, “**Sell**”, and “**Share**” will have the meanings given to them in the CCPA or other applicable U.S. state Data Protection Law and (ii) “**Controller**” is replaced with “**Business**”, “**Processor**” is replaced with “**Service Provider**”, and “**Personal 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 We will Process Personal Information contained in Customer Data as your 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. We will 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 You and Us. You agree to remain solely liable for your compliance with applicable Data Protection Laws in your use of our Services.

**8.3. Certification:** We certify that We understand and will comply with the restrictions of Section 8.2.

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

## 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. We will 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. We may rely on the EU-US Data Privacy Framework for transfers to the US, as long as this framework remains valid.

## ANNEX 1: Description of the processing

The table below describes the processing operations carried out by Brevo on your behalf in connection with the provision of the Services.

<b>PURPOSE</b>	Provision of the Services by Brevo.
<b>NATURE OF PROCESSING OPERATIONS</b>	<p>On your instructions, We:</p> <ul style="list-style-type: none"> <li>- Organize and segment Customer Data;</li> <li>- Automate digital marketing;</li> <li>- Send electronic communications via various channels;</li> <li>- Make Usage Data available to You to provide analytics and reporting features.</li> <li>- Collect, host, analyze, display, and aggregate Customer Data;</li> <li>- Modify, update or delete Customer Data or Usage Data from the Software.</li> </ul>
Any Brevo plan	<p>We provide You with the means to implement tracking technologies (pixel and URL tracking) within electronic communications that We send on your behalf. These tracking technologies are necessary to provide the Services and allow the collection of metadata, including Personal Data related to the recipient's e-mail address: IP address, timestamp, click log, and open log. We use the data collected from this tracking to (i) provide features that allow You to analyze your mailings and know when to send electronic communications at the best time, (ii) monitor the security and availability of the Services and (iii) create statistics and evaluate the use of the Services. Acting as a data processor, We do not inform the Data Subjects and do not collect their consent on your behalf. For marketing campaigns, the Services allow You to anonymize the data processed by these tracking technologies and to collect aggregated results. This provision constitutes Your written agreement to the deployment of these tracking technologies.</p> <p>We also provide You with the means to implement online tracking devices necessary for the provision of certain functionalities such as marketing automation. You are responsible for setting the parameters of these tracking devices, informing the Data Subjects and obtaining their consent.</p>
Sales Packages: Brevo Conversations Brevo Phone Brevo Meetings	<p><b>Brevo Conversations</b> To run an online chatbot, We may provide You with online tracking devices necessary for the provision of certain marketing and e-commerce functionalities. You are responsible for setting the parameters of these tracking devices, informing the Data Subjects and obtaining their consent.</p> <p><b>Brevo Phone</b> We provide a cloud-based phone system allowing You to access international phone numbers, to find the area code that best fits You, and to make outgoing calls.</p> <p><b>Brevo Meetings</b> Brevo Meetings allows You to schedule meetings with third parties and customize booking pages.</p>
<b>DURATION OF PROCESSING</b>	<p>You are solely responsible for managing the retention periods for Customer Data and Usage Data in connection with the provision of Services. It is your responsibility to delete the data as and when the retention period expires. Our sole responsibility is to delete or anonymize such data at the end of the contractual relationship with You.</p>

<b>CATEGORIES OF DATA</b>	User data, Customer Data, Usage Data and Logs.
Any Brevo plans	<p>In case You are exclusively using user interface for marketing features, the following data of the Contact is processed: identification and contact data as downloaded and entered by the User (name, e-mail address, telephone number, notes, imported documents, contact attributes, or any contact information added by You), as well as Usage Data, that consists of technical information and logs: IP addresses; ratio of openings and clicks collected by pixel tracking and URL tracking; date/time of the email sent; recipient; subject; content of the email (the emails previews of transactional sendings can be disabled in the settings). We can also process other categories of personal data if You instruct us to do so, in particular via the Contact attributes and objects.</p> <p>In case You exclusively use the transactional feature (SMTP or API), Brevo shall only store the above Usage Data. You can choose to deactivate the preview of those logs in the settings.</p>
Sales Packages: Brevo Conversations Brevo Phone Brevo Meetings	<p><b>Brevo Conversations</b> Visitor's ID of the website visitor (Contact). Brevo may provide additional information on your demand.</p> <p><b>Brevo Phone</b> Phone number of the Contact.</p> <p><b>Brevo Meetings</b> Phone number or email address of the Contact.</p>
<b>DATA SUBJECTS</b>	<ul style="list-style-type: none"> <li>- Users</li> <li>- Contacts, including any person: (i) whose e-mail address and/or telephone number is included in the Customer Content, (ii) whose information is stored or collected through the Services, or (iii) to whom Users send e-mails/SMS/Push notifications or with whom they communicate through the Services.</li> </ul>

## ANNEX 2: List of Sub-Processors

The following Sub-processors are necessary for Us to provide the Services. When marked as "optional", the Services will be available to You via the use of the Site but will only be considered your Sub-processors in the event You actually use these Services.

Company	Sub-Processed Activity	Company location	Server Location	Safegua
<b>Brevo Infrastructure Sub-Processors</b>				
OVH	Hosting	France	France	

Google Cloud Platform (GCP)	Hosting	France	Belgium	EU-US Data Standard (additional)
Cloudflare	Content Delivery Network & WAF	USA	USA/EU	EU-US Data Standard (additional) Localized (https://www)
Zendesk	Ticketing/support tool	USA	EU/USA	BCR S
<b>Specific services</b> Optional if You decide to use this specific service				
Integry	Integration with third-party software	USA	EU/USA	Standard (additional)
Convrrt	Creation of customised landing pages	USA	USA	Standard (additional)
Vonage	SMS routing	USA	EU	Standard additional data cen
Telnyx	SMS routing	Ireland	US & EU (localization option for incoming and outgoing numbers associated with the EU)	EU law clauses a
iBasis	SMS routing except NorAm zone and France	Liechtenstein	Austria/Germany	
Twilio SMS	SMS routing to the NorAm zone	USA	EU/USA	EU-US Data Standard additional
Sinch	SMS routing to Portugal, India, Indonesia and the Bahamas	UK	EU/USA	EU-US Data Standard

Open AI	AI provider	EU	EU/USA	Standar
Google Gemini	AI provider	EU	EU/USA	EU-US Da Standar
Langfuse	AI provider	EU	EU	
<b>Brevo Group</b>				
Sendinblue GmbH Group company owned by Sendinblue	Customer Experience & Maintenance	Germany	Germany, France and Belgium	
Brevo CRM Solution Group company owned by Sendinblue	Customer experience & Maintenance	India	France and Belgium	Standard ( ad
Sendinblue Inc. Group Company owned by Sendinblue	Customer experience & Maintenance	USA	France and Belgium	EU-US Da Standard ( ad
Sendinblue Canada Inc. Group company owned by Sendinblue	Customer experience & Maintenance	Canada	France and Belgium	Ad
Yodel GmbH Group company owned by Brevo	Brevo Phone Customer experience & Maintenance	Austria	EU	

## Appendix 4: Security Measures

This Appendix described our security measures.

Confidentiality	Implementation of the Measure
<p>Physical access control</p> <p>Unauthorized persons must be prevented from accessing the data processing systems with which personal data is processed.</p>	<p>- Access to office premises is only permitted to authorized persons or accompanied,</p> <p>- Office access control system using keys (door security, entry only with a key, documented allocation of keys),</p>

	<ul style="list-style-type: none"> <li>- Confidential documents are stored exclusively under lock and key in secure cupboards.</li> </ul>
<p>Logical access control</p> <p>To prevent data processing systems from being used by unauthorized persons.</p>	<ul style="list-style-type: none"> <li>- Use of state-of-the-art encryption procedures,</li> <li>- Password protection procedures and mandatory use of an online password manager,</li> <li>- Password change using a strong password and a 90-day cycle,</li> <li>- Two-factor authentication,</li> <li>- Personal and individual User ID when logging on to the system or corporate network,</li> <li>- Requirement to lock work devices, remote lock MDM software in place,</li> <li>- Creation of a user file for each user,</li> <li>- Access to servers limited by IP,</li> <li>- Concept of authorization for all digital access.</li> </ul>
<p>Organizational access control</p> <p>To guarantee that persons authorized to use a data processing system can only access the personal data to which they have been granted access and that this data cannot be read, copied, modified or deleted without authorization during processing.</p>	<ul style="list-style-type: none"> <li>- authorization and access rights granted on request,</li> <li>- documentation of events (logs),</li> <li>- regular evaluation of log files,</li> <li>- 24/7 automated log monitoring,</li> <li>- Use of state-of-the-art encryption methods.</li> </ul>

Integrity and Encryption	Implementation of the Measure
<p>Flow control</p> <p>It must be ensured that personal data cannot be read, copied, modified or deleted without authorization during electronic transmission or during transport or storage on data media, and that it is possible to verify and determine to which entities personal data are intended to be transmitted by data transmission equipment.</p>	<ul style="list-style-type: none"> <li>- Password protection of individual documents with separate password transmission,</li> <li>- VPN tunnel,</li> <li>- firewall,</li> <li>- protection against viruses,</li> <li>- creation of a register of processing activities in accordance with Art. 30 Para. 2 of the GDPR,</li> <li>- proof of dispatch</li> <li>- inventory of data carriers,</li> <li>- and in the event of subsequent verification: logging of personal data flows to third parties.</li> </ul>

<p>Control of entries</p> <p>Care must be taken to ensure that it is possible to check and establish retrospectively whether and by whom personal data has been entered into data processing systems, modified or deleted.</p>	<p><i>The tracking or documentation of data management is ensured by logging systems.</i></p>
<p><b>Availability and resilience</b></p>	<p><b>Implementation of the Measure</b></p>
<p>Control of incoming downloads</p> <p>Ensure that personal data is protected against accidental destruction or loss.</p>	<ul style="list-style-type: none"> <li>- daily backup procedure,</li> <li>- hard disk mirroring at sub-processor level (RAID procedure),</li> <li>- uninterruptible power supply (UPS) at sub-processor level,</li> <li>- firewall and virus protection at processor and sub-processor level,</li> <li>- emergency plan,</li> <li>- fire alarm system.</li> </ul>
<p><b>Confidentiality</b></p>	<p><b>Implementation of the Measure</b></p>
<p>Control of separation</p> <p>Personal data collected for different purposes must be processed separately.</p>	<ul style="list-style-type: none"> <li>- multi-client capability of Brevo software,</li> <li>- separation of functions between production and testing,</li> <li>- development and test systems work exclusively with test data.</li> </ul>
<p>Control of orders</p> <p>It must be ensured that personal data processed on behalf of the controller can only be processed in accordance with the controller's instructions.</p>	<ul style="list-style-type: none"> <li>- delimitation of roles between controller and processor,</li> <li>- clear definition of instructions,</li> <li>- regulation of the use of subcontractors,</li> <li>- obligation of employees to maintain data confidentiality,</li> <li>- appointment of a data protection officer, employee training on compliance with data protection legislation and data security.</li> </ul>

## Appendix 5: Regulatory provisions

# 1. NIS 2 Compliance

To the extent applicable, We will comply with the requirements set out in Directive (EU) 2022/2555 of the European Parliament and of the Council of 14 December 2022 (“NIS 2 Directive”), notably by implementing all relevant cybersecurity risk-management measures and complying with our reporting obligations.

The cybersecurity risk-management measures will contain all documents, information, plans, practices, policies, registers, and technologies described in Article 21 of the NIS 2 Directive.

In the event of significant cybersecurity incident within the meaning of the NIS 2 Directive, where applicable, We will notify to the relevant Computer security incident response teams (CSIRTs) and provide all information required under Article 22 of the NIS 2 Directive.

## 2. DORA Applicability only for Regulated Financial Institutions

This article applies where We provide You and, as the case may be, your Affiliates, with the ICT services that are subject to DORA as long as You and said Affiliate are a Regulated Financial Institution and are subject to oversight by the Regulator in relation to the ICT Services being provided under these Terms.

By exception to the above, this section 2 of Appendix 5 related to DORA will not apply to You if You registered for a Brevo Free plan. If You are under a Free plan and assess nonetheless that this section 3 should be applicable to You, any required adjustments linked to DORA will be subject to additional fees. We then invite you to reach out to our Brevo team to request an appropriate quotation.

### a. Definitions and interpretation

#### i) Definitions

Unless otherwise set out below, each capitalized term in this Appendix shall have the meaning set out in the Terms. If capitalized terms of this Appendix are not defined in the Terms nor in this Appendix, they shall bear the same meaning as in DORA. In this Appendix, unless the context requires otherwise:

“**DORA**” means the Regulation (EU) 2022/2554 of the European Parliament and of the Council of 14 December 2022 on digital operational resilience for the financial sector as well as any mandatory sector specific regulation, law, circular, communication, guidance or industry standard applicable to You.

**"ICT Incident"** means a single unplanned event or a series of linked unplanned events that compromises the security of the network and information systems, and have an adverse impact on the availability, authenticity, integrity or confidentiality of data, or on the services provided by You.

**"Regulator"** means any competent authority and resolution authority within the meaning of DORA, entitled to exercise prudential supervision over You and thereby has the legal power to assess your compliance with applicable laws.

**"Services"** means those tasks, operations and functions that (i) qualify as an ICT Service under DORA and (ii) are to be performed by Us under these Terms.

**"Subcontracting" or "Subcontract"** means any arrangement whereby We assign, transfer or otherwise dispose of these Terms (even under an universal transfer) or delegate our rights, obligations and/or duties hereunder in whole or in part to a third party. For the avoidance of doubt, any acquisition, purchase or licensing of equipment such as hardware or software does not constitute a "Subcontracting" hereunder.

**"Subcontractor"** means the third party that has entered into a Subcontracting arrangement with Us.

## ii) Interpretation

In the event of inconsistencies or ambiguities in relation to any provision of the Terms, the provision shall be interpreted in such a manner that it is compliant with DORA.

### ***b. Obligations applicable to all Services***

The following obligations shall apply to all (ICT) Services provided under the Terms.

The Parties acknowledge that the ICT Services as provided by Us under the Terms, do not support Critical or Important Functions and that We do not provide critical services to You under these Terms.

If You assess nonetheless that Brevo supports Critical or Important Functions or provides critical services to You, You will be subject to additional fees. In this case, We invite You to reach out directly to our Sales team at the following link:

<https://www.brevo.com/enterprise/contact-us/> to find an approach better suited to your need.

## ***i) Services***

We shall provide those Services that are expressly described in the Terms. Such Services will be performed in the manner set forth in the Agreement and, as the case may be, the Service Level Agreement.

## **ii) *Service Performance and Service Levels***

### **1. Performance standards**

Unless expressly provided otherwise in the Terms, We shall perform the Services at least in accordance with good industry practices, with appropriate diligence and care.

For Services for which a service level is defined in the Service Level Agreement, We shall provide such Services in accordance with the agreed upon service levels.

### **2. Performance monitoring**

We shall enable You to monitor our performance of the Services on a regular basis. To that end, You will have access to our status page which is available at the following link: <https://status.brevo.com/> in order to enable You to verify our compliance herewith.

## **iii) *Subcontracting, Services Location and Data Residency***

### **1. Subcontracting**

Unless expressly stated otherwise in the Agreement and without prejudice to the specific provisions regarding the sub-processing of personal data as set forth in Appendix 2, We are authorized to Subcontract the Services or parts thereof.

### **2. Service location**

We will provide the Services from the locations as described in the Terms or, as the case may be, with regard to the personal data, the **Data Processing Agreement**.

Should We aim to change the location from where the Services are being provided to a location outside the European Economic Area, We shall inform You thereof in advance. In any case, We shall see to it that such change in location would not prevent your compliance with DORA.

### **3. Data residency**

We will store and process your data on the location(s) as set forth in the Data Protection Agreement. Should We aim to change the location where the data is being stored or processed, We shall inform You thereof in advance and shall see to it that such change in location would not prevent your compliance with DORA.

## ***iv) Confidentiality and Security of Customer Data***

### **1. Confidentiality**

We, our Subcontractor(s) and their personnel shall be bound by appropriate obligations regarding security and confidentiality. We ensure our Subcontractor(s) and all personnel involved in the performance of the Terms is at all times bound by confidentiality undertakings that are no less protective than the confidentiality undertakings set forth in the Terms.

### **2. Security**

We shall implement the security, integrity and authenticity mechanisms that are appropriate in light of the Services to be performed and, as the case may be, shall implement the security requirements and policies as communicated to You.

### ***c. Data protection***

Please see our [Data Processing Agreement](#).

### ***d. Restitution of data***

Upon any event of termination of the Terms or any event of discontinuity of our business operations or insolvency (an "**Exit Event**"), We shall, in accordance with the modalities agreed upon between You and Us as stated in section 5.3 of the DPA, permit You to retrieve your data in the limits as agreed in the Terms and to the extent permitted by DORA.

Notwithstanding anything provided to the contrary either by contract or by law, We and, as the case may be, our receiver or any party acting for and on behalf of Us or our creditors, shall abstain from exercising any retention rights that would refrain you from extracting your data.

### ***e. ICT incident support***

To the extent that an ICT Incident occurs in relation to the Services provided by Us, We agree to provide You with all reasonable assistance, subject to pre-agreed additional costs beyond assistance that is already provided for in the Terms, when an ICT Incident occurs that potentially or otherwise shall have or has an adverse impact on the Services provided to You. We will notify You without undue delay, after becoming aware of an ICT Incident at your contact address, and provide You with all reasonable information necessary for You to comply with DORA.

The costs associated with the reasonable assistance as mentioned herein should be subject to an order form issued by Us. This order form will encompass the scope of the assistance, as well as the required personnel involved and will set the professional services fees. These

additional fees will be determined in accordance with either one of the following pricing arrangements as agreed in writing between us: Fixed fees and/or Time & material fees: in this case, We apply the current Average Daily Rate (ADR) for each man-day required to perform the assistance.

## ***f. Cooperation with Regulators***

We hereby acknowledge that the Regulators, or any persons appointed by them, having jurisdiction over You (or, as the case may be, your clients), have investigative powers enabling them to directly seek assistance and cooperation from Us. To that end, We will, in accordance with applicable laws, comply and, as the case may be, reasonably cooperate with and respond to any requests issued by the Regulator.

We will use best efforts to cooperate with such authorities in the context of their inspections or, more generally, for all requests that they would have in the context of their supervisory or resolution powers. In particular, where You are a credit institution, We acknowledge the information gathering and investigatory powers of the Regulators (including the resolution authorities), namely:

- the information gathering power of resolutions authorities under Article 63(1) (a) of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms; and,
- the information gathering and investigatory powers of competent authorities under Article 65(3) of Directive 2013/36/EU on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms.

To extent possible, You shall provide Us with reasonable notice (and not less than thirty (30) days) ahead of any inspection or audit that would be conducted by the Regulators.

It is specified that in the context of this reasonable assistance, it should not exceed reasonable cooperation nor disturb Our ongoing business activity and that certain measures requested by You may be subject to additional invoicing proportional to the time spent by Our teams in handling requests. However, we will agree upfront the costs regarding the request.

## ***g. Specific termination rights***

Without prejudice to your right to terminate the Terms in whole or in part, as already set forth in the Terms, You may terminate them, in whole or in part at Your sole discretion, if the following situations remain uncured by Us within thirty (30) days from receipt of a formal notice, unless remediation is not possible anymore. The termination notice shall be provided by electronic means with acknowledgement of receipt, if:

- We significantly and materially breach applicable laws, or DORA related regulations ;

- Circumstances identified throughout the monitoring of Our's ICT risks - such monitoring being conducted in accordance with section ii) 2 of the current section of the Terms - arise that are deemed capable of adversely and materially impacting the performance of the Services provided by Us, including and limited to: (i) material changes that affect the Terms, (ii) any event of discontinuity of Our business operation, or (iii) We are facing insolvency proceedings, if these changes cannot be corrected within the duration as mentioned above;
- Any evidenced weaknesses arise which pertain to Our overall ICT risk management and in particular in the way it ensures the availability, authenticity, integrity and confidentiality, of data that are processed by Us for You, whether personal or otherwise non-personal data. You should provide the written evidence of such weakness before terminating the Terms;
- Where the Supervisor can no longer effectively supervise You as a result of the conditions of, or circumstances related to, the Terms.

### 3. User Security Awareness Programme

You agree that We are not subject to any of Your security awareness programmes and digital operational resilience training (the "**Training**").

However, should the situation change, due to regulatory requirements, or if We suddenly end up having access to Your systems, physical locations and data in physical format, and to the extent that You have compulsory ICT security awareness programs and digital operational resilience trainings in place, You may request, where appropriate, that our key staff that is engaged in the performance of the Services, participates to such Trainings.

To that end, You and Us shall jointly agree in writing on the modalities for the participation to such Trainings including:

- Our key employees or representatives that are required to participate to the Training;
- specific aspects in terms of the location of the training, if so Trainings are provided in a physical environment;
- the languages of such Training.

Our participation to such Trainings will be charged on the basis of our applicable time and material rates and You shall reimburse all of our reasonable expenses in relation to the participation to such Trainings, which should not exceed 1 hour per key staff per year.

### Appendix 6: Service Level Agreement

This Service Level Agreement sets out the service levels applicable to the Software under which the Services to which You have subscribed will be provided to You.

We will use commercially reasonable efforts to keep the Software and the Services free from viruses, Trojan horses or comparable malicious code intended to harm our users' systems, in accordance with the "Security Measures" Appendix.

We will endeavor to maintain an average monthly availability of 99.8% of the Software.

## Appendix 7: Acceptable Use Policy

Please read our Acceptable Use Policy [here](#).



### PRODUCT

- Why Brevo?
- Email marketing
- Transactional email
- Wallet
- Enterprise solution
- All features
- Pricing
- Integrations
- GDPR
- Security
- Product updates

### RESOURCES

- Help center
- Platform status
- Community
- Blog
- Glossary

### COMPARE

- Bulk email service
- Email marketing platforms
- Brevo vs Mailchimp
- Brevo vs HubSpot
- Brevo vs Constant Contact
- Brevo vs Klaviyo
- Mailchimp alternatives
- HubSpot alternatives
- Free SMTP servers

### PARTNERS

- All partner programs
- Affiliates
- Agency partners
- Startups & VCs
- Integration partners

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