

MailSlurp Legal Policies

Last Updated: 2026-01-16 (2c6315156c6eec848118f7c85d8a7c37)

MailSlurp is a trademark, product name, and software service owned and operated by Pettman OÜ.

All references to "MailSlurp", "we", "us", or "our" refer to Pettman OÜ unless expressly stated otherwise.

- Contracting entity: Pettman OÜ (Estonian Commercial Register No. 14559372)
- Notices email: contact@mailslurp.dev

1 Terms and Conditions (Master Agreement)

1.A Definitions

- "Account" means any MailSlurp account, workspace, organisation, tenant, or user profile used to access the Services.
- "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.
- "Customer Data" means any data, content, messages, attachments, meta-data, logs, or materials submitted to, processed by, or stored in the Services by or on behalf of Customer.
- "Documentation" means any MailSlurp documentation, guides, API references, or support materials made available by MailSlurp.
- "Fees" means all amounts payable for access to or use of the Services, including subscription fees, usage-based fees, and any other charges.
- "Order Form" means any order, checkout page, purchase flow, plan selection, invoice, statement of work, or similar commercial document identifying Fees and scope.
- "Policies" means all policies incorporated by reference into these Terms, including the AUP, Fair Use Policy, Privacy Policy, DPA, Termination and Suspension Policy, Refund Policy, Security and Availability Disclaimer, AI Policy, Third Party Policy, and Change and Acceptance Policy.
- "Services" has the meaning set out in Section 1 and includes any APIs, dashboards, integrations, features, and related software provided by MailSlurp.
- "Sub-processor" means any third party engaged by MailSlurp to process personal data on behalf of Customer.
- "Message Content" means the raw content of inbound and outbound email messages transmitted via SMTP, including message bodies and inline content, but excluding metadata, headers, envelope information, timestamps, delivery status, routing information, logs, attachment metadata, and any other data not constituting the substantive body of the email message.
- "Regional Selection" means the optional ability, where offered, for Customer to designate a geographic region for storage and processing of Message

Content, subject to the scope and limitations set out in Section 7.4.2.

- "Related Service Provider" means any legal entity that is under common ownership or management with MailSlurp, but is not an Affiliate, and that provides internal technical, operational, infrastructure, engineering, or support services solely on MailSlurp's behalf, without contracting directly with Customers or end users.

Defined terms have the meanings set out in this Section. Headings are for convenience only. Definitions in these Terms supersede any conflicting definitions in any other document unless expressly overridden in an amendment signed by MailSlurp.

1.1 Introduction and Acceptance

These Terms and Conditions ("Terms") constitute a legally binding agreement between you ("Customer", "you") and the MailSlurp contracting entity identified at acceptance ("MailSlurp", "we", "us", "our").

By creating an account, accessing, or using any MailSlurp services, APIs, software, websites, dashboards, integrations, or related services (collectively, the "Services"), you confirm that:

- you have read, understood, and agree to be bound by these Terms;
- you have authority to bind the legal entity on whose behalf you act; and
- you are entering into this agreement in the course of a business or professional activity.

If you do not agree to these Terms, you must not use the Services. The Services are offered exclusively for business and professional use. You acknowledge that you are not acting as a consumer and that consumer protection laws do not apply except to the minimum extent mandated by law.

1.1.1 No Acceptance by Conduct Provision of the Services, acceptance of payment, onboarding, continued performance, or silence does not constitute acceptance of any customer terms, purchase orders, procurement portal terms, or other conditions not expressly agreed in a written amendment signed by an authorised officer of MailSlurp.

1.1.2 No Work-for-Hire / Joint Development Nothing in these Terms creates a work-for-hire relationship, joint development, partnership, or agency relationship. Customer has no ownership interest in any improvements, enhancements, or derivatives of the Services, regardless of Customer involvement, feedback, or funding.

1.2 Scope of Agreement

These Terms govern all access to and use of the Services unless expressly superseded by a later written agreement signed by an authorised officer of MailSlurp

that explicitly overrides specific clauses of these Terms.

All policies referenced in these Terms are incorporated by reference and form part of this agreement, including but not limited to:

- Acceptable Use Policy
- Fair Use Policy
- Privacy Policy
- Data Processing Addendum
- Termination and Suspension Policy
- Refund Policy
- Security and Availability Disclaimer
- AI and Automated Processing Disclosure

In the event of any conflict, these Terms prevail unless expressly stated otherwise.

1.2.1 Order Forms Do Not Override Order Forms are administrative documents describing commercial terms such as Fees, quantities, and plan selection. No Order Form, purchase order, vendor portal term, or customer procurement term shall modify, override, or add to these Terms unless MailSlurp expressly agrees in a written amendment signed by an authorised officer of MailSlurp that specifically identifies the modified clauses.

1.2.2 Communications No statement, promise, assurance, or agreement made in emails, support communications, chat messages, tickets, calls, or informal correspondence modifies these Terms or creates any obligation unless expressly set out in a written amendment signed by an authorised officer of MailSlurp.

1.2.3 Entire Agreement These Terms constitute the entire agreement between the parties and supersede all prior or contemporaneous agreements, representations, or understandings relating to the Services.

No statement, promise, assurance, or agreement made in emails, support communications, chat messages, tickets, calls, or informal correspondence modifies these Terms unless set out in a written amendment signed by an authorised officer of MailSlurp.

1.2.4 No Acceptance by Conduct MailSlurp's provision of the Services, acceptance of payment, onboarding, or other performance does not constitute acceptance of any customer terms, purchase order terms, portal terms, or supplemental conditions.

1.2.5 Trademarks and Branding MailSlurp, its logos, product names, and service marks are trademarks of MailSlurp. No licence to use MailSlurp trademarks is granted except as expressly authorised in writing.

Customer may not use MailSlurp branding in marketing, press releases, or public statements without prior written consent. MailSlurp may reference Customer name and logo for factual customer listings unless Customer expressly objects in writing.

1.2.6 Marketplace and Reseller Channels If Customer purchases, subscribes, or transacts for the Services through a third-party marketplace, cloud provider, or channel partner (including but not limited to AWS Marketplace, Azure Marketplace, Google Cloud Marketplace, or GitHub Marketplace) ("Marketplace Provider"), Customer acknowledges that:

- (a) Merchant of Record: The Marketplace Provider may act as the merchant of record and control billing, invoicing, taxes, and payment processing. Payment disputes must be resolved directly with the Marketplace Provider.
- (b) Support and Liability: The Marketplace Provider is not responsible for the support, performance, availability, or security of the Services. Customer agrees that the Marketplace Provider has no liability for any failure or defect in the Services.
- (c) Conflict Resolution: In the event of a conflict between these Terms and the mandatory terms of the Marketplace Provider, the Marketplace Provider's terms apply only to the minimum extent necessary to effect the commercial transaction.
- (d) No Expansion of Obligations: The presence of a Marketplace Provider transaction does not expand MailSlurp's warranties, indemnities, audit rights, or liability limits beyond what is expressly set out in these Terms.

1.2.7 Order of Precedence In the event of any conflict or inconsistency between (a) these Terms, (b) any incorporated Policies, and (c) any Order Form or other document, the following order of precedence applies:

- (i) these Terms;
- (ii) the Policies;
- (iii) the Order Form;
- (iv) Documentation.

Customer terms, purchase order terms, procurement portal terms, or other conditions are of no effect unless expressly incorporated via written amendment executed by an authorised officer of MailSlurp.

1.2.8 Open Source Components Certain components of the Services, such as client libraries, SDKs, and developer tools ("Client Software"), may be made available under separate open-source license terms (e.g., MIT, Apache 2.0). To the extent the terms of such open-source licenses explicitly conflict with these Terms regarding the use or modification of the Client Software code itself, the open-source license terms shall control. For clarity, use of the MailSlurp API and the Service backend remains strictly governed by these Terms.

1.3 Nature of the Services

MailSlurp provides a developer-focused SaaS platform for email, SMS, phone number, testing, automation, analytics, and related services.

The Services are provided:

- on an "as-is" and "as-available" basis;
- without any guarantee of availability, reliability, accuracy, durability, or fitness for a particular purpose;
- without any obligation to preserve, retain, or recover data.

MailSlurp does not provide regulated services, legal advice, compliance guarantees, or assurances of suitability for any specific regulatory regime.

MailSlurp may provide, operate, maintain, and support the Services using subcontractors, Sub-processors, cloud and telecommunications providers, and Related Service Providers. Any such entities act solely on MailSlurp's behalf and under MailSlurp's instructions. MailSlurp remains the sole contracting party and retains full responsibility for the provision of the Services and compliance with these Terms and the incorporated Policies.

1.3.1 Obligation MailSlurp has no obligation to advise, warn, intervene, suspend, or prevent any particular use of the Services, including uses that may be unlawful, risky, or harmful to Customer or third parties.

1.3.2 Availability Any references to availability, uptime, performance, or service levels are stated goals only and do not constitute service level agreements, warranties, or binding commitments. No service credits, refunds, penalties, or other compensation apply for failure to meet any stated targets.

1.3.3 Features MailSlurp may modify, replace, restrict, or discontinue any feature, functionality, API, integration, or component of the Services at any time, without liability. Continued access to the Services does not guarantee availability of any specific feature.

MailSlurp may modify, replace, or discontinue any part of the Services at any time. Customer has no entitlement to any particular feature, integration, or capability.

1.4 Customer Responsibilities and Representations

You represent, warrant, and agree that:

- you are solely responsible for all use of the Services under your account;
- you will use the Services in compliance with all applicable laws and regulations;
- you have all necessary rights, consents, and lawful bases to process any data submitted to the Services;

- you will not use the Services for prohibited purposes as defined in the Acceptable Use Policy;
- you understand the Services may be used for testing, development, or non-production scenarios and may experience outages, data loss, or interruption.

MailSlurp has no obligation to monitor, validate, or review your use of the Services. Customer is responsible for all use of the Services by its users, agents, contractors, and Affiliates, including any access obtained through Customer credentials or integrations, and all such use is deemed Customer's use.

Responsibility for lawful, compliant, and appropriate use of the Services is non-delegable and cannot be shifted to MailSlurp under any legal theory.

1.4.1 Credentials Customer is solely responsible for securing API keys, OAuth tokens, credentials, webhooks, and integrations. Any access obtained using Customer credentials (including stolen, leaked, or misconfigured credentials) is deemed authorized by Customer, and MailSlurp has no liability for resulting access, processing, or disclosure.

1.5 Prohibited and High-Risk Use

You must not use the Services to store, transmit, process, or handle:

- protected health information or regulated medical data;
- payment card data or sensitive financial credentials;
- government-issued identifiers;
- illegal, infringing, or unlawful content;
- data subject to heightened statutory or regulatory protection.

Any such use is strictly at your own risk and constitutes a material breach of these Terms.

1.5.1 Export Controls and Sanctions You represent and warrant that you are not located in, under the control of, or a national or resident of any jurisdiction subject to embargo, sanctions, or trade restrictions imposed by the European Union, United States, or other applicable authorities.

You must not use the Services in violation of export control, sanctions, or trade laws. MailSlurp may suspend or terminate access immediately if compliance concerns arise.

1.5.2 Communications Law Allocation MailSlurp does not initiate, send, originate, control, or determine the content, timing, recipients, or purpose of any communications transmitted through the Services.

You acknowledge and agree that, for the purposes of applicable communications laws including but not limited to the TCPA, CAN-SPAM Act, CASL, and similar regulations, you are the sole sender, initiator, and originator of all messages transmitted using the Services.

1.5.3 Consent and Opt-In Responsibility You are solely responsible for obtaining, documenting, and maintaining all legally required consents, opt-ins, permissions, and authorisations for any communications sent or received through the Services.

MailSlurp does not verify, manage, or enforce consent status and assumes no responsibility for the existence, scope, or validity of any consent.

1.5.3A Telecommunications and Provider Program Requirements

Where Customer uses SMS, MMS, voice, or phone number features, Customer is solely responsible for:

- obtaining any required registrations, approvals, and program enrollments required by carriers or telecommunications providers (including A2P registration where applicable)
- complying with provider policies and traffic restrictions
- any content, recipient targeting, and consent management for such communications

MailSlurp may block, filter, throttle, or suspend traffic to comply with provider requirements, legal obligations, or risk controls, without liability.

1.5.4 Lawful Requests and Compelled Disclosure MailSlurp may comply with any applicable law, regulation, court order, subpoena, or governmental request. MailSlurp is not liable for any disclosure, access, suspension, or action taken in good-faith compliance with such obligations.

1.6 Fees and Payment

Fees, billing cycles, and pricing are defined at the point of purchase or subscription.

All fees are:

- non-refundable except where explicitly required by mandatory law;
- exclusive of taxes, duties, or governmental charges;
- due regardless of actual usage or availability.

MailSlurp may modify pricing, plans, or billing structures at its discretion, subject to applicable notice requirements.

Fees are not contingent on Customer satisfaction, service availability, or dispute resolution. Customer waives any right to suspend payment pending investigation, claim, or dispute.

1.6.1 Late Payments Overdue amounts may accrue interest at the maximum rate permitted by law. Customer shall reimburse MailSlurp for reasonable collection costs, including legal fees. MailSlurp may suspend Services for nonpayment without liability.

1.6.2 Taxes and Withholding Customer is responsible for all taxes, duties, and governmental charges related to the Services, excluding taxes on MailSlurp net income. If Customer is required to withhold any amount, Customer shall gross up payments so MailSlurp receives the full amount invoiced, unless prohibited by mandatory law.

1.6.3 Third-Party Charges and Fines If MailSlurp incurs fees, penalties, fines, enforcement costs, or increased charges from third party providers arising from Customer's use of the Services, Customer shall reimburse MailSlurp for such amounts on demand.

1.6.4 Offset Customer may not withhold, offset, or set off any amounts due for any reason. Disputes do not suspend payment obligations. Chargebacks constitute a material breach.

1.6.5 Regulatory Change MailSlurp may modify, suspend, or discontinue the Services where changes in law, regulation, or enforcement make continued provision unlawful, impracticable, or materially burdensome. MailSlurp is not liable for any resulting impact.

1.6.6 Usage Audit MailSlurp reserves the right to audit Customer's use of the Services to ensure compliance with usage limits, the Fair Use Policy, and the AUP. If MailSlurp determines that Customer's use has exceeded the usage limits of their subscribed plan, Customer agrees to pay for such overages retroactively at 150% of the then-current list price for the excess usage, and MailSlurp may automatically charge the payment method on file.

1.7 Suspension and Termination

MailSlurp may, at its sole discretion and without liability:

- suspend or terminate your access to the Services immediately;
- limit functionality or availability;
- delete or disable access to data.

Termination or suspension may occur for any reason or no reason, including suspected risk, policy breach, legal exposure, operational necessity, or business decision.

No refunds are owed upon termination or suspension.

MailSlurp may suspend or terminate access immediately where continued provision of the Services could create legal, regulatory, insurance, or risk exposure for MailSlurp, regardless of Customer fault.

1.8 Intellectual Property

All intellectual property rights in the Services remain the exclusive property of MailSlurp and its licensors.

You are granted a limited, non-exclusive, non-transferable, revocable right to use the Services in accordance with these Terms.

No rights are granted except as expressly stated. MailSlurp does not warrant that the Services are non-infringing. To the maximum extent permitted by law, MailSlurp disclaims all liability for intellectual property infringement arising from use of the Services.

All right, title, and interest in and to the Services, including all software, APIs, schemas, workflows, configurations, integrations, dashboards, metrics, documentation, internal tools, experimental features, beta features, derivatives, and improvements, are and shall remain the exclusive property of MailSlurp.

Customer receives a limited, revocable, non-exclusive, non-transferable licence to use the Services during the term. No rights are granted by implication, estoppel, or otherwise.

1.8.1 Background IP and No Contamination Customer retains ownership of its pre-existing intellectual property. Nothing in these Terms grants MailSlurp ownership of Customer Data itself.

Customer grants MailSlurp a limited, non-exclusive, worldwide licence to host, reproduce, transmit, process, and display Customer Data solely to provide, maintain, secure, support, and (where Customer enables relevant features) improve the Services during the Term, and thereafter only to the extent required for (a) deletion workflows, (b) security incident investigation/mitigation, (c) legal compliance, or (d) dispute resolution. MailSlurp will not use Customer Data to develop or train generalized models or for advertising, except as expressly permitted by the AI Policy and the DPA.

Customer represents that use of Customer Data and any configurations, workflows, prompts, rules, or inputs does not infringe third party rights. MailSlurp does not acquire any customer background IP, but shall not be restricted from using general knowledge, skills, or experience retained in the unaided memory of its personnel.

1.8.2 Feedback, Suggestions, and Custom Requests Any feedback, ideas, feature requests, bug reports, suggestions, or other input provided by Customer is voluntary, non-confidential, and irrevocably assigned to MailSlurp.

MailSlurp may use, implement, commercialise, or modify such input without restriction, attribution, or compensation. Customer waives any moral rights, authorship claims, or rights to injunctive or equitable relief.

1.9 Disclaimers

To the maximum extent permitted by law:

- MailSlurp disclaims all warranties, express or implied, including merchantability, fitness for a particular purpose, non-infringement, and availability.
- MailSlurp does not warrant that the Services will be uninterrupted, error-free, secure, or free from defects.
- You acknowledge that outages, data loss, breaches, and service interruptions may occur.

You assume all risk arising from use of the Services.

To the maximum extent permitted by law, all liability for negligence, negligence to the maximum extent permitted by law, misrepresentation, or failure to exercise reasonable care is excluded.

You acknowledge that you have not relied on any statement, representation, warranty, or promise not expressly set out in these Terms, including statements in marketing materials, documentation, support communications, or sales discussions.

MailSlurp does not act as an advisor, consultant, fiduciary, or agent. Documentation, examples, and support communications are informational only.

MailSlurp has no obligation to detect, prevent, warn, intervene, suspend, or mitigate any particular use of the Services. Customer acknowledges that MailSlurp does not act as a bailee, custodian, or trustee of Customer Data, and no fiduciary or heightened duty of care is created.

Nothing in this Agreement excludes or limits liability for acts of fraud, willful misconduct, negligence to the maximum extent permitted by law, or death/personal injury caused by negligence, or any other liability that cannot be excluded by mandatory law.

1.9.1 Non-critical Customer acknowledges that the Services are not intended to function as critical infrastructure or a sole dependency and waives any claims based on business interruption, dependency, or system coupling.

1.9.2 No Advisory Relationship MailSlurp does not act as an advisor, consultant, fiduciary, or agent to Customer. Any documentation, examples, guidance, or support communications are informational only.

Customer acknowledges that it has not relied on any statement, representation, forecast, or description not expressly set out in these Terms. No external materials, sales discussions, documentation, or support communications create any warranty or obligation.

1.9.3 No Bailment MailSlurp is not a custodian or bailee of Customer Data and has no duty to retain, preserve, or return data except to the minimum extent required by mandatory law.

1.9.4 MailSlurp may maintain one or more industry certifications, audits, attestations, or reports (including SOC 2, ISO, or similar frameworks), but makes no representation, warranty, or contractual commitment that the Services, infrastructure, controls, or operations will maintain any particular certification, pass any audit, or conform to any specific framework.

Any certification held by MailSlurp:

- is provided for informational purposes only;
- does not create any warranty, guarantee, or service level;
- does not constitute a representation that the Services meet Customer's regulatory, contractual, or internal compliance requirements;
- may be modified, suspended, or discontinued at any time in MailSlurp's discretion.

Customer agrees that (a) use of the Services does not ensure Customer's compliance with any law, regulation, or framework, and (b) MailSlurp has no obligation to obtain, maintain, or renew any certification unless expressly agreed in a separate written amendment signed by an authorised officer of MailSlurp.

1.10 Limitation of Liability

To the maximum extent permitted by law:

- MailSlurp shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including loss of profits, revenue, data, or business opportunity.
- MailSlurp's total aggregate liability, under any theory of law, shall not exceed the fees actually paid by you to MailSlurp in the twelve (12) months preceding the event giving rise to the claim.
- If no fees were paid, MailSlurp's liability shall be zero.

These limitations apply regardless of whether MailSlurp was advised of the possibility of damages. The limitations and exclusions in these Terms constitute Customer's sole and exclusive remedy for any claim arising out of or relating to the Services.

Customer acknowledges that Customer Data has no special, unique, or irreplaceable value to MailSlurp and that Customer is responsible for maintaining independent backups.

MailSlurp is not liable for incident response costs, forensic analysis, notification costs, credit monitoring, remediation expenses, internal labour, professional fees, or regulatory engagement costs.

MailSlurp is not liable for non-material damages, emotional distress, reputational harm, loss of goodwill, or alleged loss of control of data.

These limitations constitute Customer's sole and exclusive remedy. Customer waives any right of subrogation against MailSlurp and its insurers.

MailSlurp shall not be liable for loss of chance, loss of opportunity, or speculative economic loss. Without limiting the foregoing, MailSlurp has no liability for any incident caused by or materially contributed to by Customer credential compromise, misconfiguration, insecure integrations, or Customer-side vulnerabilities.

1.10.1 Penalties MailSlurp shall not be liable for any fines, penalties, sanctions, enforcement actions, or regulatory consequences imposed on you or any third party arising from your use of the Services. This exclusion applies to statutory damages, liquidated damages, and per-message penalties arising under communications or anti-spam laws.

This exclusion applies to statutory damages to the maximum extent permitted by law, including per-message, per-recipient, per-incident, or liquidated damages regimes.

1.10.2 Claims All claims of any kind, whether arising in contract, tort (including negligence), strict liability, statute, misrepresentation, or otherwise, are subject to the limitations and exclusions set out in this Section unless mandatory law expressly prohibits such limitation.

1.10.3 Subrogation To the maximum extent permitted by law, Customer waives any right of subrogation against MailSlurp and its insurers.

1.10.4 Allocation of Risk Acknowledgement Customer acknowledges that the limitations of liability reflect a reasonable allocation of risk and form an essential basis of the bargain between the parties.

1.10.5 Incident and Remediation Costs MailSlurp shall not be liable for incident response costs, forensic analysis, notification costs, remediation expenses, credit monitoring, regulatory engagement costs, internal staffing costs, or professional fees incurred by Customer or any third party, regardless of cause.

This includes internal investigations, board reporting, audit preparation, or customer communications.

1.10.6 Non-Material and Reputational Damages MailSlurp shall not be liable for non-material damages, emotional distress, loss of goodwill, reputational harm, or alleged loss of control of personal data, to the maximum extent permitted by law.

1.10.7 No Personal Liability No director, officer, employee, contractor, or agent of MailSlurp shall have any personal liability arising from or related to the Services or these Terms.

1.10.8 Liability Preserved by Law Notwithstanding any other provision of these Terms, nothing in this agreement excludes or limits liability for: (a) fraud or fraudulent misrepresentation; (b) death or personal injury caused by negligence; (c) willful misconduct or gross negligence; or (d) any other liability which cannot be excluded or limited by applicable mandatory law.

1.10.9 Free and Beta Services Notwithstanding anything to the contrary in these Terms, for any Services provided without charge, including but not limited to "Free," "Trial," "Beta," or "Early Access" plans, MailSlurp's total aggregate liability arising out of or relating to these Terms shall be limited to USD \$5.00.

1.10.10 Protected Parties All disclaimers, exclusions, limitations of liability, waivers, and remedies in these Terms apply to MailSlurp's Affiliates, licensors, suppliers, Sub-processors, Related Service Providers, cloud and telecommunications providers, and each of their respective directors, officers, employees, contractors, and agents ("Protected Parties"). Customer agrees not to bring any claim arising out of or relating to the Services against any Protected Party. Any such claim must be brought solely against MailSlurp and is subject to these Terms.

1.11 Indemnification

MailSlurp provides no indemnity of any kind, including for intellectual property, security incidents, data protection, or regulatory matters, unless expressly agreed in a written amendment signed by an authorized officer.

You agree to indemnify, defend, and hold harmless MailSlurp from any claims, damages, losses, liabilities, costs, and expenses arising from or related to:

- your use of the Services
- your data, content, or integrations
- any violation of law, regulation, or regulatory guidance
- any investigation, inquiry, or enforcement action by a governmental or regulatory authority
- any claim by a third party service provider arising from your use of the Services
- any breach of these Terms or incorporated policies
- any claim, penalty, enforcement action, or investigation relating to email, SMS, MMS, voice, telemarketing, marketing, or communications compliance (including under anti-spam or consumer communications laws)

This obligation survives termination. Indemnification obligations include claims arising from investigations, regulatory inquiries, administrative proceedings, or

threatened actions, regardless of outcome.

1.11.1 Confidentiality and NDAs Any confidentiality obligations between the parties, whether arising under these Terms or any separate non-disclosure agreement, shall be subject to the limitations of liability and exclusions in these Terms unless a later written agreement signed by an authorised officer of MailSlurp explicitly states that a specific confidentiality obligation is excluded from the liability cap.

No NDA, customer policy, or procurement term shall create any obligation for MailSlurp to provide injunctive relief, specific performance, or to continue providing the Services.

1.12 Governing Law and Jurisdiction

These Terms are governed by the laws of Estonia, excluding conflict-of-law principles.

You agree to the exclusive jurisdiction of the courts of Estonia, and waive any objection to venue or forum on grounds of inconvenience.

Mandatory statutory rights that cannot be excluded shall apply only to the minimum extent required.

1.12.1 Waiver of Class and Representative Actions To the maximum extent permitted by law, you agree that any dispute, claim, or proceeding arising out of or relating to the Services or these Terms shall be brought solely on an individual basis.

You waive any right to bring or participate in any class action, collective action, representative action, or private attorney general proceeding against MailSlurp.

1.12.2 Waiver of Jury Trial To the maximum extent permitted by law, you irrevocably waive any right to a jury trial in any legal proceeding arising out of or relating to the Services or these Terms.

1.12.3 Limitation on Injunctive Relief To the maximum extent permitted by law, any request for injunctive or equitable relief against MailSlurp is limited to preventing unauthorised use of MailSlurp intellectual property. No injunctive relief shall require MailSlurp to provide, restore, continue, or modify the Services, preserve data, or disclose confidential security information.

No relief shall require MailSlurp to (a) provide security architecture details, penetration test results, vulnerability data, or confidential control evidence, (b) perform bespoke incident reporting, forensic work, or customer-specific certifications, or (c) restore or reconstruct deleted data.

1.12.4 Anti-Operational Relief Customer waives any right to seek relief that would require MailSlurp to continue operating, restoring, or modifying the Services or preserving Customer Data.

1.12.5 Time Limit to Bring Claims To the maximum extent permitted by law, any claim arising out of or relating to the Services or these Terms must be brought within one (1) year after the event giving rise to the claim, otherwise it is permanently barred.

1.12.6 Notification of Claims As a condition of these Terms, Customer must notify MailSlurp in writing of any dispute, claim, or loss arising out of or relating to the Services within thirty (30) days of becoming aware of the event giving rise to such claim. Failure to provide such notice shall constitute a waiver of such claim and release MailSlurp from all liability

1.13 Changes to Terms

MailSlurp may modify these Terms at any time.

Material changes require re-acceptance. Continued use after acceptance constitutes binding agreement to the updated Terms.

Acceptance of updated Terms supersedes all prior versions and agreements unless explicitly preserved.

1.13.1 Force Majeure MailSlurp shall not be liable for failure or delay in performance resulting from events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, government action, labour disputes, network failures, cloud provider outages, or third-party service interruptions.

Force majeure includes economic impracticability, sudden cost escalation, denial-of-service or abuse events, resource exhaustion, fraud campaigns, and upstream provider restrictions or enforcement.

1.13.2 Non-Material Changes MailSlurp may make non-material modifications to these Terms or any incorporated Policies at any time without notice, including clerical, typographical, organisational, formatting, or administrative updates, corrections to contact information, corporate details, document structure, or non-substantive clarifications. Such non-material modifications do not alter the parties' rights or obligations and do not require Customer consent or re-acceptance.

1.14 Miscellaneous

- Assignment: you may not assign without consent; MailSlurp may assign freely.

- Severability: unenforceable provisions are severed without affecting the remainder.
- No waiver: failure to enforce is not a waiver.
- Entire agreement: these Terms constitute the entire agreement regarding the Services.
- Survival: liability, indemnity, and disclaimers survive termination.
- Severability: If any provision is found unenforceable, the court or arbitrator may modify such provision (blue-pencil) to the minimum extent necessary to make it enforceable while preserving the intent of the parties. If modification is not possible, the provision is severed without affecting the remainder.

1.14.1 No Third-Party Beneficiaries These Terms are for the sole benefit of MailSlurp and Customer and do not confer any rights on any third party. No Affiliate, end user, contractor, or other person is a third-party beneficiary and none may assert claims against MailSlurp under these Terms.

Except for Protected Parties solely for purposes of enforcing Sections 9 and 10 (disclaimers and limitation of liability), these Terms confer no rights or remedies on any third party.

1.14.2 Insurance Any insurance maintained by MailSlurp is for MailSlurp's benefit only and does not create any rights for Customer or any third party, does not constitute an admission of liability, and does not expand MailSlurp's obligations or liability under these Terms.

Nothing in these Terms shall be construed as an admission of liability, fault, or wrongdoing by MailSlurp, or as a waiver of any legal defence or insurance coverage. MailSlurp does not assume obligations or liabilities that would render its insurance unavailable or uninsurable.

1.14.3 Government Entities If Customer is a government or public entity, any statutory procurement terms apply only to the minimum extent required by mandatory law and do not expand MailSlurp obligations, warranties, indemnities, audits, or liability beyond these Terms.

2 Acceptable Use Policy

This Acceptable Use Policy ("AUP") governs use of the MailSlurp services, APIs, software, dashboards, integrations, and related systems (collectively, the "Services"). This AUP is incorporated by reference into the MailSlurp Terms and Conditions and forms a binding part of the agreement between you and MailSlurp.

Violation of this AUP constitutes a material breach of the Terms and may result in immediate suspension or termination without notice or refund.

2.1 General Obligations

You agree to use the Services only in a lawful, authorised, and responsible manner.

You are solely responsible for:

- all activity conducted under your account
- all data, content, messages, attachments, and metadata submitted to or processed by the Services
- ensuring your use complies with all applicable laws, regulations, and contractual obligations

MailSlurp has no obligation to monitor, review, validate, or moderate your use of the Services.

2.2 Prohibited Content and Data

You must not use the Services to store, transmit, process, or otherwise handle any of the following:

- protected health information, medical records, or data regulated by HIPAA or equivalent health privacy laws
- payment card data, card verification values, bank account credentials, or data subject to PCI-DSS
- government-issued identification numbers or official identity documents
- highly sensitive personal data including biometric identifiers or authentication secrets
- illegal, unlawful, or criminal content
- content that infringes intellectual property, privacy, confidentiality, or other third-party rights
- malware, ransomware, exploits, or malicious code
- content promoting or facilitating fraud, deception, or unlawful activity

Any attempt to circumvent these restrictions is prohibited.

2.3 Prohibited Activities

You must not, directly or indirectly:

- use the Services for unsolicited communications, spam, or mass messaging in violation of applicable law
- conduct unlawful surveillance, interception, or monitoring of communications
- interfere with or disrupt the Services, infrastructure, or security controls
- probe, scan, or test system vulnerabilities without authorisation
- reverse engineer, decompile, or attempt to extract source code or proprietary logic
- resell, sublicense, or make the Services available to third parties except as expressly permitted

- use the Services in safety-critical, life-critical, or regulated production systems
- misrepresent your identity, authority, or purpose
- bypass usage limits, rate limits, or technical restrictions
- mine cryptocurrencies or use the Services for excessive computational workloads unrelated to email or messaging testing
- use the Services or any data obtained from the Services to train, retrain, or improve any machine learning models or artificial intelligence systems (including large language models) without MailSlurp's express prior written consent.

Use of the Services does not constitute compliance with any anti-spam, marketing, or communications law. Any tools or features that reference opt-outs, headers, or message handling are provided solely for convenience and do not relieve you of legal responsibility.

Failure by MailSlurp to detect, prevent, or act upon prohibited activity does not constitute approval, consent, or waiver.

2.3.1 Communications Compliance Requirements If Customer uses any part of the Services to send, originate, or facilitate email, SMS, MMS, voice, or other electronic communications, Customer must comply with all applicable laws, regulations, and industry requirements in all relevant jurisdictions, including requirements relating to:

- consent and opt-in (including express consent where required)
- sender identification and non-deceptive headers and subject lines
- mandatory disclosures (including physical address requirements where applicable)
- opt-out and unsubscribe mechanisms (including honoring opt-out requests within legally required timeframes)
- list hygiene, suppression lists, and do-not-contact obligations
- recordkeeping sufficient to prove consent and compliance

Customer must not use purchased, harvested, rented, or otherwise improperly obtained email addresses or telephone number lists.

MailSlurp provides tools and APIs only. MailSlurp does not determine whether any message is marketing, transactional, or informational, does not manage recipient consent, and does not validate compliance.

2.3.2 Phone Number and SMS Testing Limitations Where the Services provide phone numbers or messaging capabilities, those numbers are provisioned and owned by MailSlurp or its telecommunications providers and are provided for testing, QA, and automation within Customer's own applications.

Customer must not use MailSlurp-provisioned phone numbers for:

- marketing, telemarketing, or bulk messaging to real end users

- emergency services, life-safety use cases, or regulated production communications
- resale, sublicensing, or providing numbers as a standalone service to third parties
- identity verification or communications for third parties unrelated to Customer's own applications

Customer acknowledges that telecommunications providers impose restrictions (including carrier filtering, registration requirements, and prohibited traffic categories). Certain traffic may be blocked, including short code traffic, and certain automated replies (for example STOP, HELP, UNSUBSCRIBE) may not be deliverable or supported depending on carrier and provider constraints. Customer is solely responsible for designing its use case to comply with applicable law and provider requirements.

2.4 High-Risk and Regulated Use

The Services are not designed, audited, certified, or warranted for regulated or high-risk use cases.

You must not rely on the Services for:

- compliance with healthcare, financial, or government regulatory regimes
- storage of sensitive or mission-critical data
- production systems where failure, delay, or data loss could cause material harm

Any such use is entirely at your own risk and without liability to MailSlurp.

2.5 User Representations and Indemnity

You represent and warrant that:

- you have all necessary rights, consents, and lawful bases to submit and process any data
- your use does not violate any law, regulation, or third-party rights
- your data and activities comply with this AUP and all incorporated policies

You agree to indemnify and hold harmless MailSlurp from any claims, damages, losses, liabilities, or expenses arising from:

- your data or content
- your use of the Services
- any breach of this AUP

2.6 Enforcement and Discretion

MailSlurp may, at its sole discretion and without obligation:

- investigate suspected violations

- suspend or terminate access immediately
- remove, disable, or delete data
- report activity to authorities where required by law

MailSlurp is not responsible for detecting or preventing prohibited use and assumes no liability for failure to do so.

Customer is responsible for any enforcement action, suspension, or penalty imposed by upstream providers resulting from Customer's use of the Services.

2.6.1 Remedies MailSlurp may impose an administrative fee for excessive abuse, spam, or unauthorized messaging activity, up to USD 299 per incident, in addition to suspension or termination and any other remedies.

2.7 No Waiver

Failure by MailSlurp to enforce this AUP does not constitute a waiver of any right or remedy.

2.8 Changes to This Policy

MailSlurp may update this AUP at any time. Continued use of the Services after acceptance of an updated version constitutes agreement to the revised policy.

MailSlurp does not classify, label, or determine whether any communication constitutes marketing, transactional, or informational messaging. You agree not to rely on the Services for any such determination.

2.9 Notices and Takedown Requests

MailSlurp may act on notices alleging unlawful content, infringement, or abuse. MailSlurp may remove content or suspend accounts at its discretion without liability. Notices may be submitted to the contact details published by MailSlurp. MailSlurp is not obligated to verify allegations or provide advance notice to Customer.

3 Fair Use Policy

This Fair Use Policy ("Policy") governs usage limits, consumption patterns, and operational constraints applicable to the MailSlurp services, APIs, software, dashboards, integrations, and related systems (collectively, the "Services").

This Policy is incorporated by reference into the MailSlurp Terms and Conditions. Abuse or excessive use constitutes a material breach of the Terms.

3.1 Purpose of Fair Use

The Services are provided as a shared, multi-tenant SaaS platform. This Policy exists to:

- protect service stability, performance, and availability
- prevent abuse, excessive load, or disproportionate resource consumption
- preserve MailSlurp operational and commercial interests

Fair use determinations are made solely by MailSlurp.

3.2 Usage Limits and Controls

MailSlurp may impose, modify, or enforce limits on usage at any time, including but not limited to:

- API request rates
- message volume or throughput
- inbox, phone number, or resource counts
- storage capacity or retention periods
- concurrent connections or sessions
- background processing or automation frequency

Limits may apply regardless of plan, pricing tier, or historical usage.

3.3 Excessive or Abusive Use

Use of the Services is considered abusive or excessive if, in MailSlurp's sole determination, it:

- materially degrades service performance for others
- imposes disproportionate infrastructure or operational cost
- circumvents or attempts to bypass technical safeguards
- deviates from intended or reasonable usage patterns
- creates legal, security, or reputational risk for MailSlurp

No quantitative thresholds are guaranteed or implied.

Payment of Fees does not entitle Customer to any specific level of throughput, storage, capacity, or performance. Resource allocation is controlled by MailSlurp.

3.4 Enforcement Actions

MailSlurp may, at its sole discretion and without notice:

- throttle or rate-limit requests
- restrict functionality or access
- suspend or terminate accounts
- delete or limit stored data
- modify or revoke allocated resources

Enforcement actions may be immediate and are not subject to appeal.

MailSlurp may also reclassify usage, apply additional charges, or require plan changes where use exceeds what MailSlurp considers fair or reasonable.

3.5 No Service Level Commitments

This Policy does not create any obligation to:

- maintain minimum throughput or performance
- provide advance warning of enforcement
- preserve data or usage history
- offer alternative capacity or remedies

No usage entitlement exists beyond what MailSlurp elects to provide at any time.

3.6 No Refunds or Compensation

Enforcement of this Policy does not entitle you to:

- refunds
- service credits
- damages or compensation
- plan extensions or adjustments

All fees remain payable and non-refundable.

3.7 Monitoring and Detection

MailSlurp may monitor usage patterns, metrics, and system behaviour for the purpose of enforcing this Policy.

MailSlurp is under no obligation to detect abuse or notify you prior to enforcement.

3.8 Changes to This Policy

MailSlurp may update this Policy at any time. Continued use of the Services after acceptance of an updated version constitutes agreement to the revised Policy.

4 Termination and Suspension Policy

This Termination and Suspension Policy ("Policy") governs MailSlurp's rights to suspend, restrict, or terminate access to the MailSlurp services, APIs, software, dashboards, integrations, and related systems (collectively, the "Services").

This Policy is incorporated by reference into the MailSlurp Terms and Conditions and forms a binding part of the agreement between you and MailSlurp.

Termination or suspension may occur without breach or fault by Customer and shall not be deemed wrongful, punitive, or a breach of contract.

4.1 Absolute Right to Suspend or Terminate

MailSlurp may suspend, restrict, or terminate your access to the Services at any time, immediately, and at its sole discretion.

Suspension or termination may occur:

- for any breach or suspected breach of the Terms or any incorporated policy
- for actual or suspected misuse, abuse, or prohibited use
- to mitigate legal, regulatory, security, operational, or reputational risk
- due to third-party service constraints or upstream provider actions
- for business, commercial, or strategic reasons
- for convenience
- for no reason at all

MailSlurp has no obligation to provide notice, warning, justification, or opportunity to cure.

4.2 Scope of Enforcement Actions

Enforcement actions may include, without limitation:

- full account termination
- temporary or permanent suspension
- limitation or revocation of specific features
- throttling or restriction of usage
- deletion, disabling, or loss of access to data
- reassignment or revocation of inboxes, phone numbers, or identifiers

MailSlurp may take different enforcement actions against different users in similar circumstances.

4.3 Effect of Termination or Suspension

Upon suspension or termination:

- all rights to access or use the Services immediately cease
- MailSlurp may delete, disable, or render inaccessible any data associated with your account
- MailSlurp has no obligation to retain, export, recover, or provide access to data
- any outstanding fees remain due and payable
- no refunds, credits, or compensation are owed

You are solely responsible for maintaining independent backups and data continuity.

4.4 Termination by Customer

You may terminate your account at any time by ceasing use of the Services or through available account controls.

Termination by you:

- does not entitle you to any refund
- does not relieve you of payment obligations incurred prior to termination
- does not limit MailSlurp's rights under this Policy or the Terms

4.5 No Liability

To the maximum extent permitted by law, MailSlurp shall not be liable for any loss, damage, or harm arising from or related to suspension or termination, including:

- loss of data
- business interruption
- lost profits or revenue
- reputational harm
- downstream system failures

Suspension or termination is deemed a permitted contractual remedy, not a breach. Suspension or termination may occur without fault by Customer and shall not be deemed wrongful, punitive, or a breach.

4.6 Survival

The following provisions survive suspension or termination:

- disclaimers and limitations of liability
- indemnification obligations
- governing law and jurisdiction
- payment obligations
- enforcement rights

4.7 No Waiver

Failure or delay by MailSlurp in exercising any right under this Policy does not constitute a waiver of that right.

4.8 Changes to This Policy

MailSlurp may update this Policy at any time. Continued use of the Services after acceptance of an updated version constitutes agreement to the revised Policy.

5 Refund Policy

This Refund Policy ("Policy") governs all refunds, credits, reversals, and payment adjustments in connection with the MailSlurp services, APIs, software, dashboards, integrations, and related systems (collectively, the "Services").

This Policy is incorporated by reference into the MailSlurp Terms and Conditions and forms a binding part of the agreement between you and MailSlurp.

5.1 No Refunds by Default

All fees paid to MailSlurp are final and non-refundable.

You acknowledge and agree that:

- access to the Services is granted immediately upon purchase or subscription
- fees are charged for access, availability, and allocation of resources, not for any guaranteed outcome or level of use
- no refunds or credits are provided for unused time, unused capacity, or partial billing periods

5.2 Discretionary Refunds Only

Any refund, credit, or adjustment is provided solely at MailSlurp's discretion.

MailSlurp is under no obligation to issue refunds under any circumstances, including but not limited to:

- dissatisfaction with the Services
- changes in business needs or priorities
- accidental purchase or configuration errors
- failure to read or understand documentation or policies
- enforcement of usage limits or policies
- suspension or termination of access

Any discretionary refund does not create precedent or obligation for future refunds.

5.3 No Refunds for Service Issues

No refunds, credits, or compensation are provided for:

- service outages or downtime
- performance degradation
- data loss, corruption, or deletion
- security incidents or breaches
- API errors or delivery failures
- third-party service interruptions or failures

You are solely responsible for implementing redundancy, backups, and failover mechanisms.

5.4 Effect of Termination on Fees

- (a) Termination for Cause or Risk: If MailSlurp suspends or terminates your account for breach, misuse, security risk, compliance concerns, or any

reason other than convenience, all fees paid are forfeited and no refunds or credits will be issued.

- (b) Termination for Convenience: In the specific event that MailSlurp terminates your account solely for its own convenience (and not due to breach, risk, or legal requirement), MailSlurp may, at its sole discretion, provide a pro-rata refund of pre-paid fees covering the remainder of the billing term.
- (c) Survival of Debt: Termination does not relieve you of payment obligations incurred prior to termination.

5.5 Chargebacks and Payment Disputes

Unauthorised chargebacks, payment reversals, or disputes may result in immediate suspension or termination.

MailSlurp reserves the right to:

- recover associated costs and fees
- block future access
- pursue collection or legal remedies

Customer agrees that chargebacks constitute a material breach of the Terms.

5.6 Taxes and Third-Party Fees

Refunds, where issued at MailSlurp's discretion, exclude:

- taxes
- duties
- transaction fees
- third-party processing costs

MailSlurp is not responsible for currency conversion differences or bank fees.

5.7 Mandatory Consumer Rights

Nothing in this Policy excludes mandatory consumer rights that cannot be waived under applicable law.

Any such rights apply only to the minimum extent required and do not expand MailSlurp's obligations beyond what is strictly mandated.

5.8 Changes to This Policy

MailSlurp may update this Policy at any time. Continued use of the Services after acceptance of an updated version constitutes agreement to the revised Policy.

6 Privacy Policy

This Privacy Policy ("Policy") describes how MailSlurp collects, uses, processes, and discloses personal data in connection with the MailSlurp services, APIs, software, dashboards, integrations, and related systems (collectively, the "Services").

This Policy is incorporated by reference into the MailSlurp Terms and Conditions and must be read in conjunction with the Data Processing Addendum where applicable.

6.1 Roles and Scope

MailSlurp primarily operates as a data processor on behalf of its customers.

Customers determine the purposes and means of processing any personal data submitted to the Services. Customers are the data controllers for such data.

MailSlurp acts as a data controller only with respect to limited account, billing, and operational data required to provide and manage the Services.

Nothing in the Services or these Policies creates joint controllership, shared decision-making, or common purposes of processing.

6.2 Data We Process

MailSlurp may process the following categories of data:

- account and contact information such as names, email addresses, and authentication credentials
- billing and payment metadata processed via third-party payment providers
- usage, diagnostic, and telemetry data related to service operation
- customer-submitted content including emails, messages, attachments, metadata, and logs, solely as instructed by the customer
- analytics and tracking data collected via cookies, pixels, and similar technologies

MailSlurp does not intentionally review, analyse, or use customer message content except as required to provide the Services or as instructed by the customer.

6.3 Lawful Bases for Processing

Where MailSlurp acts as a controller, personal data is processed on the basis of:

- performance of a contract
- legitimate interests in operating, securing, and improving the Services
- compliance with legal obligations

Where MailSlurp acts as a processor, processing is performed solely on documented customer instructions.

6.4 Cookies and Analytics

MailSlurp uses cookies and similar technologies for authentication, security, analytics, and marketing purposes.

Analytics and tracking tools may include first-party and third-party services. Data collected may be transferred to and processed in jurisdictions outside your own.

You are responsible for providing any required notices or obtaining consents from end users in relation to your use of the Services.

6.5 Data Sharing and Disclosure

MailSlurp may share data with:

- infrastructure, hosting, and cloud service providers
- payment processors and billing providers
- analytics, monitoring, and error tracking providers
- communications and support tools
- legal, regulatory, or governmental authorities where required by law
- related service providers operating infrastructure or providing internal technical or operational services on our behalf, under contractual and confidentiality obligations

MailSlurp does not sell customer message content.

Third-party services are governed by their own terms and privacy policies.

6.6 International Transfers

MailSlurp operates globally and may process data in multiple jurisdictions.

Where required, appropriate safeguards are implemented for international data transfers, including standard contractual clauses or equivalent mechanisms.

6.6.1 Regional Processing Options Where MailSlurp offers the ability to select a processing region, such selection applies only to email message content as defined in the Data Processing Addendum. All other categories of data, including but not limited to account data, metadata, analytics, telemetry, AI-processed data, and operational logs, may be processed in any jurisdiction where MailSlurp or its service providers operate, including the United States, regardless of any regional selection.

Regional selection is a technical preference and does not guarantee data residency, sovereignty, or compliance with any specific legal requirement.

6.7 Data Retention

MailSlurp retains personal data only for as long as necessary for the purposes described in this Policy or as required by law.

Customer-submitted data may be deleted, disabled, or lost due to service operation, suspension, termination, or technical failure.

MailSlurp does not guarantee data retention or availability.

6.8 Security Measures

MailSlurp implements reasonable technical and organisational measures to protect personal data.

No system is completely secure. MailSlurp does not guarantee prevention of unauthorised access, data loss, or breaches.

Customers remain responsible for assessing whether the Services meet their security requirements.

6.9 Data Subject Rights

Where MailSlurp acts as a controller, data subjects may have rights under applicable data protection laws.

Where MailSlurp acts as a processor, requests must be directed to the relevant customer acting as controller.

MailSlurp may require verification before responding to requests and may decline requests where permitted by law.

MailSlurp may charge reasonable fees or decline requests that are manifestly unfounded, excessive, repetitive, or technically infeasible, as permitted by applicable data protection law.

6.10 Children

The Services are not intended for use by children. MailSlurp does not knowingly collect personal data from children.

6.11 Changes to This Policy

MailSlurp may update this Policy at any time. Continued use of the Services after acceptance of an updated version constitutes agreement to the revised Policy.

6.12 Contact

Privacy-related enquiries may be directed to the contact details published by MailSlurp or contact@mailslurp.dev.

6.13 Controller Responsibility

Customer is the data controller. Nothing in the Services creates joint controller-ship, shared decision-making, or common purposes of processing.

6.14 Data Subject Requests

MailSlurp may refuse or charge reasonable fees for data subject requests that are excessive, repetitive, or technically infeasible, as permitted by applicable law.

6.15 Google API Limited Use and Gmail Integration

If Customer connects a Google account (including Gmail / Google Workspace) to the Services, MailSlurp's use and transfer of information received from Google APIs will comply with the Google API Services User Data Policy (including the Limited Use requirements).

6.15.1 Scopes and purpose limitation MailSlurp requests and uses only the minimum OAuth scopes necessary to provide the Gmail integration features invoked by Customer. Typical scopes include:

- `gmail.readonly`: to display messages and attachments to Customer via the dashboard or API
- `gmail.send`: to send an email Customer explicitly initiates via the dashboard or API

MailSlurp reads or writes Gmail data only when Customer explicitly invokes the relevant feature (for example viewing or fetching a message or initiating a send).

6.15.2 Storage minimisation and deletion MailSlurp may cache limited Gmail metadata (such as message envelope fields and small preview snippets) solely to provide the integration. Message bodies and attachment binaries are not retained beyond what is necessary to fulfil the specific Customer request and may be purged shortly thereafter.

When Customer disconnects the Gmail integration, deletes the linked inbox, or revokes Google access, MailSlurp will delete cached Gmail content within a reasonable period as part of operational processes.

6.15.3 No advertising and no sale

MailSlurp does not sell Gmail content. MailSlurp does not use Gmail content for advertising.

6.15.4 Workspace data and AI or ML usage MailSlurp does not use data obtained through Google Workspace APIs (including Gmail OAuth data) to develop, improve, or train generalized (non-user-specific) AI or ML models. If Customer elects to use optional AI features, any transfer of Customer-selected

content to an AI provider occurs only when Customer explicitly invokes the feature and is governed by the AI Policy and the Third Party Policy.

7 Data Processing Addendum (DPA)

This Data Processing Addendum ("DPA") forms part of the MailSlurp Terms and Conditions and applies where MailSlurp processes personal data on behalf of a customer in the course of providing the MailSlurp services, APIs, software, dashboards, integrations, and related systems (collectively, the "Services").

This DPA is intended to satisfy applicable data protection requirements, including the GDPR, while allocating responsibility and risk to the customer to the maximum extent permitted by law.

7.1 Roles of the Parties

For customer-submitted data processed through the Services:

- the customer acts as the data controller
- MailSlurp acts solely as a data processor

For limited account, billing, and operational data, MailSlurp acts as a data controller as described in the Privacy Policy.

Nothing in this DPA creates joint controllership.

7.2 Scope of Processing

MailSlurp processes personal data only to the extent necessary to provide, maintain, and secure the Services and only in accordance with documented customer instructions, including those set out in the Terms, this DPA, and the customer's use of the Services.

Processing activities may include collection, storage, transmission, analysis, transformation, and deletion.

Processing may be performed by MailSlurp directly or by authorised Sub-processors and Related Service Providers acting solely on MailSlurp's documented instructions and for the purposes of providing, maintaining, securing, and supporting the Services.

7.3 Customer Instructions and Responsibility

The customer instructs MailSlurp to process personal data by submitting data to the Services.

The customer represents and warrants that:

- it has a lawful basis for all processing
- it has provided all required notices and obtained all necessary consents
- its instructions comply with applicable law

- the data does not include prohibited or restricted categories as defined in the Acceptable Use Policy

MailSlurp has no obligation to verify the lawfulness of customer instructions.

7.4 Data Location and Transfers

The customer expressly acknowledges and agrees that, as of the effective date of this DPA:

- customer data is primarily stored and processed in data centers located in the United States
- data may be transferred to, accessed from, or processed in the United States regardless of customer location

The customer explicitly consents to such transfers.

MailSlurp reserves the right to process data in additional jurisdictions, including the European Union or other regions, in the future without requiring amendment to this DPA, provided appropriate safeguards are applied where required by law.

Customer waives any objection to data localisation, residency, or sovereignty requirements except where mandatory law expressly prohibits such waiver.

7.4.1 Standard Contractual Clauses Where the GDPR applies and Customer transfers personal data to MailSlurp in a jurisdiction not subject to an adequacy decision, the parties agree that the EU Standard Contractual Clauses (Commission Implementing Decision (EU) 2021/914), Module Two (Controller to Processor), are incorporated by reference and deemed executed, with Customer as "data exporter" and MailSlurp as "data importer". Where the UK GDPR applies, the UK Addendum to the EU SCCs is incorporated. The Annexes may be completed by reference to the Services, Documentation, Sub-processor Policy, and Security measures described in the Security and Availability Disclaimer, and are deemed updated as those materials change.

Customer Data may be accessed, stored, or otherwise processed by authorised Sub-processors or Related Service Providers located in jurisdictions outside the Customer's own, including New Zealand. Where such processing constitutes an international transfer under applicable data protection law, such transfer is governed by the Standard Contractual Clauses incorporated under this DPA and any applicable addenda.

7.4.2 Optional Regional Processing Selection MailSlurp may offer Customer the ability to select a geographic region for certain processing activities ("Regional Selection"). Where Regional Selection is available:

(a) Scope of Regional Selection. Regional Selection applies solely to the processing and storage of inbound and outbound email message content transmitted via SMTP, including raw message bodies and inline content ("Message Content").

Regional Selection does not apply to, and Customer expressly acknowledges that the following may be processed, stored, cached, replicated, or accessed in any jurisdiction where MailSlurp or its service providers operate, including but not limited to the United States:

- account, authentication, identity, billing, and subscription data
- metadata, headers, envelope information, timestamps, delivery status, routing information, and logs associated with - Message Content
- SMS, MMS, voice, phone number, and non-email communications data
- attachment metadata, file references, and storage pointers (regardless of whether attachment content is stored - regionally)
- inbox, domain, webhook, connector, and integration configuration data
- usage analytics, telemetry, diagnostics, error logs, and operational data
- API request and response logs
- data processed by AI, machine learning, transformation, or automated analysis features
- data processed by third-party sub-processors, integrations, or ancillary services
- any data not explicitly defined as Message Content

(b) Customer Sole Responsibility. Customer is solely responsible for:

- selecting the appropriate region at account or resource creation
- determining whether Regional Selection satisfies any applicable legal, regulatory, contractual, or internal data residency, sovereignty, or localisation requirement
- understanding the scope and limitations of Regional Selection as set out in this Section
- any consequences arising from failure to select a region, selection of an incorrect region, or reliance on Regional Selection for compliance purposes

MailSlurp does not advise on, validate, or guarantee the suitability of any region for any purpose.

(c) No Guarantee of Exclusive or Isolated Processing. Regional Selection indicates a preference for primary storage and processing location of Message Content only. Customer acknowledges and agrees that:

Message Content may be cached, replicated, backed up, or temporarily processed in other jurisdictions for operational, performance, redundancy, disaster recovery, security, or technical reasons access to Message Content by MailSlurp personnel, automated systems, or sub-processors may occur from any jurisdiction routing, delivery, and transmission of Message Content necessarily involves processing in intermediate jurisdictions outside Customer's selected region MailSlurp infrastructure, APIs, control planes, and management systems may operate in jurisdictions different from the selected region

(d) Third-Party and AI Processing. Regardless of Regional Selection, any data submitted to AI features, third-party integrations, external APIs, or ancillary

services may be processed in any jurisdiction, including the United States. Customer's use of such features constitutes express consent to such processing.

(e) **Infrastructure Flexibility.** MailSlurp reserves the right to modify, relocate, consolidate, or restructure its infrastructure, data stores, processing locations, and sub-processors at any time. Such changes do not require amendment to these Terms or notice to Customer, provided MailSlurp maintains compliance with applicable data protection law. Customer waives any claim arising from infrastructure changes that do not materially reduce the scope of Regional Selection as defined in this Section.

(f) **No Liability.** To the maximum extent permitted by law, MailSlurp disclaims all liability arising from or related to:

- Customer's choice of region or failure to select a region
- Customer's reliance on Regional Selection for legal, regulatory, or contractual compliance
- any mismatch between Customer's expectations and the actual scope of Regional Selection
- processing of data outside the selected region as permitted under this Section
- regulatory fines, penalties, enforcement actions, or third-party claims arising from data location

(g) **Regional Selection Is Not a Compliance Solution.** Regional Selection is provided as a technical configuration option only. It does not constitute:

- legal advice or a recommendation regarding data residency
- a guarantee of compliance with GDPR, UK GDPR, or any other data protection law
- a data sovereignty, data localisation, or data residency commitment
- an assurance that data will not leave the selected region under any circumstances

Customer remains solely responsible for determining whether use of the Services (with or without Regional Selection) meets Customer's legal, regulatory, and contractual obligations.

7.4.3 Default Processing Location Where Customer does not select a region, or where Regional Selection is not available for a particular feature or data type, data is processed and stored in MailSlurp's default infrastructure location, which is currently the United States. MailSlurp may change its default processing location at any time without notice.

7.4.4 Waiver of Data Localisation Claims Customer waives, to the maximum extent permitted by law, any claim, right, or cause of action arising from or related to:

processing of data outside Customer's jurisdiction or selected region as permitted under these Terms alleged non-compliance with data residency, data sovereignty, or data localisation requirements regulatory or contractual penalties arising from data location

This waiver does not apply where mandatory law expressly prohibits such waiver and no contractual derogation is permitted.

7.5 Sub-processors

The customer authorises MailSlurp to engage sub-processors to provide the Services, including infrastructure, hosting, analytics, communications, and support providers.

MailSlurp may add, replace, or remove sub-processors at its discretion.

A current list of categories of sub-processors is made available via documentation or policy references.

MailSlurp remains responsible for sub-processors to the extent required by applicable law.

7.5.1 Notice MailSlurp shall maintain a current list of Sub-processors. MailSlurp will provide notice of updates to this list (e.g., via email, in-application notification, or website update) at least fourteen (14) days prior to engaging a new Sub-processor. Customer may object to such changes on reasonable data protection grounds within this notice period. If the parties cannot resolve the objection, Customer's sole remedy is to terminate the Services.

7.5.2 Related Service Providers The Customer acknowledges and agrees that Sub-processors may include Related Service Providers that operate infrastructure or provide internal technical or operational services on MailSlurp's behalf. Such entities act solely under MailSlurp's instructions, have no independent rights to Customer Data, and do not act as controllers in respect of Customer Data. Without limitation, such Related Service Providers may include Pettman Consulting Limited (New Zealand).

7.6 Security Measures

MailSlurp implements reasonable technical and organisational measures designed to protect personal data against unauthorised access, loss, or disclosure.

The customer acknowledges that no system is completely secure and that MailSlurp does not guarantee the prevention of all security incidents.

7.7 Data Breach Notification

MailSlurp will notify the customer of a personal data breach affecting customer data where required by applicable law.

Notification may be delayed, limited, or withheld where permitted by law or required to comply with legal or law enforcement obligations.

MailSlurp is not responsible for the customers regulatory reporting obligations.

Any breach notification timing obligations are governed solely by applicable law and not by customer preference, questionnaires, or internal policies unless expressly agreed in a signed written amendment.

7.8 Assistance to the Customer

MailSlurp will provide reasonable assistance, taking into account the nature of processing, to enable the customer to comply with its obligations under applicable data protection laws.

Such assistance may be subject to fees and technical limitations.

MailSlurp is not responsible for determining the customers compliance obligations.

Assistance is provided on a best-effort basis, may be subject to fees, and does not include legal advice or guarantees of compliance outcomes.

MailSlurp does not guarantee that use of the Services will result in compliance with GDPR or any data protection law. Determining compliance obligations remains the sole responsibility of the Customer.

7.9 Data Subject Requests

Where MailSlurp receives a data subject request relating to customer data, MailSlurp may redirect the request to the customer.

MailSlurp will not respond directly unless required by law.

The customer is solely responsible for responding to data subject requests.

7.10 Data Deletion and Return

Upon termination of the Services, MailSlurp may delete customer data in accordance with its operational practices.

MailSlurp has no obligation to retain, return, or export data unless required by mandatory law or expressly agreed in writing.

Data may be irreversibly deleted. Any data portability or export is limited to what is technically feasible and required by applicable law and does not include custom formats, transformations, or historical reconstructions.

7.11 Audits

The customer waives any right to audit MailSlurp except where such right cannot be excluded by mandatory law.

Any legally required audit must:

- be limited strictly to the minimum scope required by law
- occur no more than once per twelve month period
- be subject to reasonable advance notice
- not involve access to confidential, proprietary, or security-sensitive information
- be conducted at the customer's sole expense

MailSlurp may satisfy audit obligations through written responses, certifications, or third party reports.

Audits may not be used to assess security posture, competitive practices, or internal controls beyond what is strictly required by law.

7.12 Liability

Liability under this DPA is subject to the limitations and exclusions set out in the Terms.

This DPA does not create any separate or additional liability caps.

To the extent permitted by applicable law, MailSlurp shall be liable only for damage directly caused by its own breach of this DPA and only to the extent it is responsible for the event giving rise to the damage.

7.13 Governing Law

This DPA is governed by the same law and jurisdiction as the Terms and Conditions.

7.14 Order of Precedence

In the event of conflict, the Terms and Conditions prevail over this DPA unless mandatory law requires otherwise.

7.15 GDPR Liability Allocation

To the extent permitted by law, MailSlurp is liable only for damage directly caused by its breach of this DPA and only to the extent it is responsible for the event giving rise to the damage.

7.16 Data Portability Limits

Data portability or export is limited to what is technically feasible and required by applicable law and does not include custom formats, transformations, or reconstruction.

7.17 Assistance

Compliance assistance is provided on a best-effort basis, may be subject to fees, and does not include legal advice or guarantees of compliance outcomes.

8 Third-Party Services and Sub-Processors Schedule

This Third Party Services and Sub-processors Policy ("Policy") describes MailSlurp's use of third-party services, platforms, APIs, and vendors in connection with the MailSlurp services, APIs, software, dashboards, integrations, and related systems (collectively, the "Services").

This Policy is incorporated by reference into the MailSlurp Terms and Conditions and forms a binding part of the agreement between you and MailSlurp.

8.1 Use of Third Party Services

The Services rely on third party providers for infrastructure, communications, analytics, payments, monitoring, support, and related functionality.

Such providers may include, without limitation, cloud hosting providers, email and messaging platforms, telecommunications providers, analytics and tracking services, payment processors, identity providers, AI and machine learning services, and developer tooling platforms.

MailSlurp may integrate with, depend on, or interoperate with third party services to deliver the Services.

8.1.1 Specific Provider Notices The Services may integrate with or depend on providers such as:

- telecommunications and messaging providers and upstream carriers (for example Twilio)
- Google APIs (including Gmail / Google Workspace) where Customer connects an account via OAuth

Customer is solely responsible for complying with the applicable provider terms, acceptable use policies, and carrier or platform requirements.

Provider enforcement actions (including suspension, filtering, policy blocks, registration requirements, or traffic restrictions) may affect Customer use of the Services. MailSlurp may suspend or restrict Customer access to comply with provider requirements. Any provider-imposed fees, penalties, or enforcement costs arising from Customer traffic may be passed through to Customer as described in the Terms.

8.2 No Control or Responsibility

MailSlurp does not own, operate, or control third party services.

MailSlurp does not guarantee the availability, performance, security, accuracy, legality, or compliance of any third party service.

Any failure, outage, degradation, suspension, termination, or change by a third party service may affect the Services.

MailSlurp is not responsible or liable for acts, omissions, failures, or policies of third party services.

8.3 Third Party Terms

Your use of the Services may be subject to third party terms, acceptable use policies, or contractual restrictions imposed by third party providers.

You are solely responsible for reviewing, understanding, and complying with all applicable third party terms.

MailSlurp makes no representation that the Services comply with any specific third party terms on your behalf.

8.4 Sub-processors

MailSlurp may engage sub-processors to process personal data on behalf of customers as described in the Data Processing Addendum.

Sub-processors may be added, removed, or replaced at any time.

MailSlurp is not required to provide advance notice of sub-processor changes unless required by mandatory law.

8.5 Data Sharing and Transfers

Customer data may be transmitted to, processed by, or stored with third party services as necessary to provide the Services.

Such processing may occur in jurisdictions outside your own, including the United States.

You expressly consent to such processing and transfers as part of your use of the Services.

8.6 No Endorsement

References to third party services do not constitute endorsement, partnership, or agency.

MailSlurp does not warrant or guarantee any third party product or service.

8.7 Service Changes and Dependency Risk

MailSlurp may modify, replace, or discontinue integrations with third party services at any time.

MailSlurp is not responsible for customer reliance on any particular integration or third party dependency.

8.8 Limitation of Liability

To the maximum extent permitted by law, MailSlurp disclaims all liability arising from or related to third party services, including:

- service outages or interruptions
- data loss or corruption
- security incidents
- regulatory or compliance failures
- pricing, feature, or policy changes

Any claims relating to third party services must be brought directly against the relevant provider.

8.9 Changes to This Policy

MailSlurp may update this Policy at any time. Continued use of the Services after acceptance of an updated version constitutes agreement to the revised Policy.

8.10 Provider Enforcement

MailSlurp may suspend or terminate access to comply with third party provider requirements. MailSlurp is not liable for provider enforcement actions, and related costs may be passed through to Customer.

8.11 Third-Party Processing Locations

Third-party services, sub-processors, and integrations may process data in any jurisdiction. Regional Selection does not apply to data processed by third parties. Customer is responsible for reviewing third-party terms and privacy policies.

9 Security and Availability Disclaimer

This Security and Availability Disclaimer ("Disclaimer") applies to the MailSlurp services, APIs, software, dashboards, integrations, and related systems (collectively, the "Services").

This Disclaimer is incorporated by reference into the MailSlurp Terms and Conditions and forms a binding part of the agreement between you and MailSlurp.

9.1 No Security Guarantees

MailSlurp implements reasonable technical and organisational measures intended to protect the Services and data processed within them.

However, you acknowledge and agree that:

- no system can be guaranteed to be secure
- security controls may fail or be bypassed
- vulnerabilities may exist or be discovered
- unauthorised access, data loss, corruption, or disclosure may occur

MailSlurp makes no representation or warranty that the Services are secure, breach-free, or resistant to attack.

9.1.1 No Assurance or Certification Guarantee Any reference to security practices, controls, or frameworks does not constitute a guarantee, warranty, or commitment to maintain any specific control set or certification. Security measures may change over time.

9.2 No Availability or Uptime Guarantees

The Services are provided on an as-is and as-available basis.

MailSlurp does not guarantee:

- continuous availability
- uptime or service levels
- latency, throughput, or performance
- error-free operation
- compatibility with any specific environment

Outages, interruptions, slowdowns, and service degradation may occur at any time.

No service level agreement, uptime commitment, or availability guarantee applies unless expressly agreed in a written amendment signed by an authorised officer of MailSlurp.

9.3 Data Loss and Retention

You acknowledge and agree that:

- data may be lost, deleted, corrupted, delayed, or rendered inaccessible
- MailSlurp does not guarantee data durability, backup, or recovery
- MailSlurp may delete or overwrite data in the course of normal operations, maintenance, suspension, or termination

This includes accidental deletion, corruption, or overwriting of data by MailSlurp, its personnel, or automated systems. You are solely responsible for maintaining independent backups and redundancy.

9.4 Security Incidents and Breaches

Security incidents may occur as a result of cyber attacks, software defects, configuration errors, human error, third party failures, or other causes.

MailSlurp is not responsible for:

- preventing all security incidents
- detecting all unauthorised activity
- mitigating downstream impacts of a breach
- losses arising from security incidents

Any notification obligations are governed solely by applicable law and the Data Processing Addendum.

9.4.1 Liability MailSlurp is not liable for any fraud, phishing, impersonation, extortion, social engineering, or other cybercrime conducted using or facilitated through Customer accounts, data, or communications.

9.4.2 Regulatory Consequences Disclaimer MailSlurp is not responsible for regulatory fines, reporting obligations, penalties, or enforcement actions arising from a security incident.

9.4.3 Incident Costs MailSlurp is not liable for incident response costs, forensic analysis, notification costs, remediation expenses, internal staffing costs, or professional fees arising from a security incident.

9.5 Customer Security Responsibility

You are solely responsible for:

- securing your own systems, credentials, and integrations
- restricting access to your account
- evaluating whether the Services meet your security requirements
- determining appropriate use cases and risk tolerance

The Services are not designed or warranted for high-risk, mission-critical, or regulated environments.

9.6 No Reliance

You agree that you do not rely on the Services as a primary or exclusive security control.

MailSlurp does not provide intrusion detection, guaranteed monitoring, or security assurance services.

You must not rely on the Services for meeting statutory, contractual, or regulatory deadlines.

9.7 Limitation of Liability

To the maximum extent permitted by law, MailSlurp disclaims all liability for losses arising from:

- security incidents
- data loss or corruption
- outages or downtime
- service unavailability
- third party infrastructure failures

All liability remains subject to the limitations set out in the Terms and Conditions. This includes failures or disruptions in your production systems, deployment pipelines, testing environments, or downstream infrastructure.

9.8 Changes to This Disclaimer

MailSlurp may update this Disclaimer at any time. Continued use of the Services after acceptance of an updated version constitutes agreement to the revised Disclaimer.

9.9 Regional Infrastructure Disclaimer

MailSlurp makes no representation or warranty regarding the security, availability, or compliance posture of any specific regional infrastructure. Regional Selection does not guarantee enhanced security, improved availability, or regulatory compliance. All disclaimers in this Section apply equally regardless of selected region.

10 AI and Automated Processing Disclosure

This AI and Automated Processing Policy ("Policy") governs all artificial intelligence, machine learning, automated analysis, transformation, extraction, or inference features provided by MailSlurp as part of the MailSlurp services, APIs, software, dashboards, integrations, and related systems (collectively, the "Services").

This Policy is incorporated by reference into the MailSlurp Terms and Conditions and forms a binding part of the agreement between you and MailSlurp.

10.1 Nature of AI Features

The Services may include optional AI-assisted or automated features, including but not limited to content analysis, extraction, classification, summarisation, transformation, or inference.

AI features may rely on third party models, services, or providers.

AI features are experimental, probabilistic, and inherently error-prone.

10.2 No Accuracy or Reliability Guarantees

MailSlurp makes no representation or warranty that AI-generated or automated outputs are:

- accurate
- complete
- correct
- current
- reliable
- suitable for any purpose

Outputs may be incorrect, misleading, incomplete, inconsistent, or biased.

You acknowledge that AI outputs are generated without human review or verification.

10.3 No Professional or Legal Reliance

AI features are not a substitute for professional judgment.

You must not rely on AI-generated outputs for:

- legal, regulatory, compliance, or contractual decisions
- medical, health, or safety decisions
- financial, investment, or risk assessments
- security or access control decisions

You are solely responsible for reviewing, validating, and determining the suitability of any output.

10.4 Customer Responsibility for Inputs and Outputs

You are solely responsible for:

- all data submitted to AI features
- ensuring you have rights and lawful basis to submit such data
- verifying and validating all outputs before use
- determining whether AI features are appropriate for your use case

MailSlurp has no responsibility for how outputs are used or relied upon.

10.4.1 Ownership of Outputs. As between the parties, and to the extent permitted by applicable law, Customer retains ownership rights in the inputs and owns the outputs generated by the AI features. MailSlurp assigns to Customer any right, title, and interest it may have in such outputs. This assignment does not limit the disclaimers in Section 10.2: Customer owns the output "as-is," with all its potential flaws, errors, or infringing content.

10.5 Data Processing and Third Parties

Data submitted to AI features may be transmitted to and processed by third party AI or machine learning service providers.

Processing may occur in jurisdictions outside your own, including the United States.

By using AI features, you expressly consent to such processing and transfers.

MailSlurp does not guarantee confidentiality, retention, or isolation of AI inputs or outputs beyond what is required by applicable law.

10.5.1 Model Training and Retention MailSlurp makes no representations regarding whether AI inputs or outputs are retained, logged, or used for model improvement by MailSlurp or third party providers, except as required by applicable law.

You are responsible for ensuring you have all rights and consents required for such processing.

10.5.2 AI Processing Location All data submitted to AI features is processed in MailSlurp's default AI processing infrastructure, which may be located in the United States or other jurisdictions. AI processing location is not affected by any Regional Selection made by Customer for email message content. By using AI features, Customer expressly consents to processing in any jurisdiction where MailSlurp or its AI service providers operate.

10.6 No Guarantees of Availability or Continuity

AI features may be modified, limited, suspended, or discontinued at any time.

MailSlurp does not guarantee:

- continued availability of any AI feature
- backward compatibility
- consistency of outputs over time

Changes may occur without notice.

10.7 Prohibited Use of AI Features

You must not use AI features:

- to process prohibited or restricted data under the Acceptable Use Policy
- to generate or facilitate unlawful content or activity
- in high-risk or regulated environments
- in ways that violate third party terms or applicable law

Misuse of AI features constitutes a material breach of the Terms.

10.8 Limitation of Liability

To the maximum extent permitted by law, MailSlurp disclaims all liability arising from or related to AI features, including:

- errors or inaccuracies in outputs
- decisions or actions taken based on outputs
- loss, damage, or harm caused by reliance on outputs
- third party AI service failures or changes

All liability remains subject to the limitations set out in the Terms and Conditions.

10.9 Changes to This Policy

MailSlurp may update this Policy at any time. Continued use of the Services after acceptance of an updated version constitutes agreement to the revised Policy.

11 Change, Versioning, and Acceptance Policy

This Change, Versioning, and Acceptance Policy ("Policy") governs how MailSlurp updates, versions, and enforces acceptance of its Terms and Conditions and all incorporated policies (collectively, the "Legal Terms").

This Policy is incorporated by reference into the MailSlurp Terms and Conditions and forms a binding part of the agreement between you and MailSlurp.

11.1 Versioning and Identification

All Legal Terms are versioned and identified by an effective date and or cryptographic hash.

Each version constitutes a distinct and binding legal agreement upon acceptance.

MailSlurp may maintain historical versions for reference, but only the currently effective version governs use of the Services.

11.2 Right to Modify

MailSlurp may modify, update, replace, or restructure any Legal Terms at any time, at its sole discretion.

Changes may include, without limitation:

- additions, removals, or revisions of clauses
- introduction of new policies
- consolidation or separation of existing policies
- modification of rights, obligations, or limitations

MailSlurp has no obligation to maintain consistency with prior versions.

11.3 Material Changes and Acceptance

Where MailSlurp determines that changes are material, acceptance of the updated Legal Terms is required to continue using the Services.

Acceptance may be obtained through:

- in-application prompts or modals
- click-through acceptance
- account settings confirmation
- continued use following notice, where permitted by law

Failure to accept updated Legal Terms may result in suspension or termination of access.

11.4 Supersession of Prior Agreements

Acceptance of updated Legal Terms:

- supersedes all prior versions of the Legal Terms
- overrides any prior agreements, understandings, or representations relating to the Services

This applies even where prior agreements were custom or negotiated, unless a later written agreement explicitly and expressly states otherwise.

This supersession applies regardless of whether prior agreements were executed electronically, via procurement portals, or through customer-generated documents.

11.4.1 Acceptance and Waiver of Formal Amendment Requirements

Acceptance of updated Legal Terms supersedes all prior agreements, NDAs, DPAs, side letters, order forms, or amendments relating to the Services, whether written or oral. Customer intentionally and knowingly waives any right or requirement under such prior agreements that amendments must be in writing or manually signed. This electronic acceptance shall constitute a valid and binding amendment superseding such prior terms, notwithstanding any "entire agreement" or "no amendment" clause to the contrary in the prior agreement.

11.5 No Preservation of Prior Rights

You acknowledge and agree that:

- no rights or obligations continue from prior versions unless expressly preserved
- MailSlurp is not required to maintain legacy terms, pricing, or conditions
- continued access to the Services is conditioned on acceptance of current Legal Terms

11.6 Continued Use as Acceptance

Where permitted by applicable law, continued use of the Services after notice of updated Legal Terms constitutes acceptance of those terms.

You are responsible for reviewing Legal Terms and monitoring for changes.

11.7 Rejection of Changes

If you do not agree to updated Legal Terms, your sole remedy is to cease using the Services.

MailSlurp has no obligation to provide refunds, credits, or continued access based on rejection of changes.

You acknowledge that changes may include removal of features, modification of pricing models, or restructuring of plans, and that your sole remedy is to cease use of the Services.

11.8 Order of Precedence

In the event of conflict between versions, the most recent accepted version controls.

In the event of conflict between policies, the Terms and Conditions prevail unless expressly stated otherwise.

11.9 No Waiver

Failure by MailSlurp to enforce acceptance or versioning requirements does not constitute a waiver of any right.

11.10 Changes to This Policy

MailSlurp may update this Policy at any time. Continued use of the Services after acceptance of an updated version constitutes agreement to the revised Policy.