

TERMS & CONDITIONS FOR MAILERBIT.COM

Last Updated: February 20, 2026

Welcome to MailerBit. These Terms & Conditions ("Terms") govern your access to and use of the MailerBit web application and services ("Service"), provided by **SOA INVEST SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ** with its registered office at ul. Polna 23C / 1, 62-021 Paczkowo, Poland, registered in the National Court Register (KRS) under number 0001190262, NIP: 7773452587 ("Company", "We", "Us").

By creating an account or using our Service, you agree to be bound by these Terms. This Service is intended strictly for business use (**B2B**).

1. THE SERVICE & TRIAL PERIOD

1.1. MailerBit provides a web-based SaaS platform for sending email communications.

1.2. **Free Trial:** We offer a 7-day Free Trial with a limit of 20 sent messages. The Trial is for evaluation only. We reserve the right to terminate any Trial account suspected of "trial-stacking" or bypassing limits.

1.3. Upon Trial expiration, continued use requires a paid subscription.

2. DELIVERY, WARM-UP & INFRASTRUCTURE

2.1. **No Guarantee of Delivery:** While MailerBit provides the tools to send emails, we do not guarantee that messages will reach a recipient's inbox. Deliverability depends on external factors, including ISP filters, recipient server policies, and the User's domain reputation.

2.2. **Third-Party Dependencies:** Our Service utilizes third-party infrastructure (specifically **Postmark by ActiveCampaign**). You acknowledge that MailerBit shall not be held liable for service interruptions, delays, or data loss caused by failures or maintenance of these third-party providers.

2.3. **Warm-up Protocol:** New accounts are subject to a mandatory "Warm-up" period where sending limits are increased incrementally based on performance metrics.

3. ANTI-SPAM & ACCEPTABLE USE POLICY (AUP)

3.1. **Zero Tolerance:** MailerBit maintains a zero-tolerance policy toward Spam.

3.2. **Requirements:** You may only send emails to recipients who have given you explicit, verifiable consent ("Opt-in"). Use of purchased, rented, or third-party lists is strictly prohibited.

3.3. **Thresholds:** We reserve the right to suspend or terminate your account immediately, without notice, if:

- Your **Bounce Rate** exceeds **5%**.
- Your **Spam Complaint Rate** exceeds **0.1%** (1 per 1,000 emails).
- You engage in phishing, malware distribution, or sending illegal content.

4. PAYMENTS & NO-REFUND POLICY

4.1. The Service is a paid subscription. All prices are listed on our website.

4.2. **No Refunds:** If your account is terminated or suspended due to a violation of the Anti-Spam Policy or AUP, **no refunds** will be issued for any unused portion of your subscription or prepaid credits.

4.3. All payments are processed through our authorized web-based payment gateways.

5. GLOBAL COMPLIANCE

5.1. **USA (CAN-SPAM):** You must include your valid physical postal address in every email footer.

5.2. **Canada (CASL):** You must obtain express consent and provide a functional, one-click unsubscribe mechanism.

5.3. **EU/UK (GDPR/ePrivacy):** You must have a valid legal basis for processing and contacting recipients.

5.4. **Australia (Spam Act):** All sender identification must be accurate and remain valid for 30 days.

6. DATA PROTECTION & SERVERS

6.1. **Data Residency:** All Service data is stored on secure servers located within the **European Economic Area (EEA)**.

6.2. **Role of Parties:** You (the User) are the **Data Controller** for your email lists. The Company acts as the **Data Processor**. Your use of the Service is subject to our **Data Processing Agreement (DPA)**.

7. LIMITATION OF LIABILITY

7.1. To the maximum extent permitted by law, the Company's total liability for any claim shall not exceed the amount paid by you for the Service in the **6 months** preceding the event giving rise to the claim.

7.2. We are not liable for any indirect, incidental, or consequential damages (including loss of profits) resulting from the use of the Service.

8. GOVERNING LAW & JURISDICTION

8.1. These Terms are governed by the **laws of Poland**.

8.2. Any disputes shall be resolved exclusively by the courts having jurisdiction over the Company's registered office in Poland.

DATA PROCESSING AGREEMENT (DPA)

This Data Processing Agreement ("DPA") forms part of the Terms & Conditions between **SOA INVEST SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ** ("Processor") and the User ("Controller") (collectively, the "Parties").

1. Definitions

1.1. **"GDPR"** means the General Data Protection Regulation (EU) 2016/679. 1.2. **"Personal Data"** means any information relating to an identified or identifiable natural person processed within the MailerBit Service. 1.3. **"Sub-processor"** means any third party appointed by the Processor to process Personal Data (e.g., Postmark).

1.4 'Data Protection Laws' means GDPR, the UK GDPR, the California Consumer Privacy Act (CCPA), the Canadian PIPEDA, and the Australian Privacy Act, as applicable to the processing of Personal Data hereunder.

2. Subject Matter and Duration

2.1. The Processor shall process Personal Data only to provide the MailerBit email sending service. 2.2. The duration of processing shall be for the term of the User's subscription until all data is deleted from the Processor's systems.

3. Obligations of the Processor

3.1. **Instructions:** The Processor shall process Personal Data only on documented instructions from the Controller, unless required by EU or Member State law. 3.2.

Confidentiality: The Processor ensures that persons authorized to process the Personal Data have committed themselves to confidentiality. 3.3. **Security:** The Processor shall

implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk (encryption, access controls, etc.). 3.4. **Assistance:** The Processor

shall assist the Controller in responding to requests from data subjects (e.g., right to be forgotten) and ensuring compliance with GDPR obligations regarding security and breach

notifications. 3.5. **No Sale or Sharing:** The Processor shall not "sell" or "share" (as defined by applicable laws, including CCPA/CPRA) any Personal Data. The Processor shall not

retain, use, or disclose Personal Data for any purpose other than providing the Service.

4. Sub-processing

4.1. The Controller grants a general authorization to the Processor to engage

Sub-processors. 4.2. Current Sub-processors: **Postmark (ActiveCampaign, LLC)**. 4.3. The

Processor shall ensure that any Sub-processor is bound by data protection obligations at

least as restrictive as those in this DPA. 4.4. Where the Sub-processor is located outside the EEA (e.g., USA), the Processor ensures that Standard Contractual Clauses (SCCs) or other

valid transfer mechanisms are in place.

5. Data Residency

5.1. All primary databases and application servers are located within the **European Economic Area (EEA)**.

6. Audit Rights

6.1. The Processor shall make available to the Controller all information necessary to demonstrate compliance with GDPR and allow for audits or inspections conducted by the Controller or an auditor mandated by the Controller.

7. Deletion or Return of Data

7.1. Upon termination of the Service, the Processor shall, at the choice of the Controller, delete or return all Personal Data, unless law requires storage of the Personal Data.

8. Liability

8.1. The liability of the Processor under this DPA shall be limited as set out in the Terms & Conditions of MailerBit.com.
