

Notice: Please review our new Acceptable Use Policy which replaces our Anti-Spam and Anti-Abuse Policy and Messaging Policy.

# Acceptable Use Policy

Last Updated: June 2025

This Acceptable Use Policy (this "AUP") applies to your use of any the Services provided by (also referred to herein as "us", or "we"). This AUP is designed to ensure compliance with applicable laws and regulations, prevent abuse of the Services and protect the interests of both our customers and their contacts, as well as our goodwill and reputation. By using any of the Services, you are agreeing to the terms of this AUP. The examples described in this AUP are not exhaustive and may change from time to time. If a term is capitalized in this AUP but not defined, it has the meaning given to it in our [Terms and Conditions](#).

We will enforce and ensure compliance with this AUP, as determined in our sole discretion, by using methods we consider to be appropriate. In addition, we reserve the right to prohibit, suspend or terminate your use of any of the Services pursuant to the [Terms and Conditions](#) for non-compliance of this AUP.

## 1 **SPAM.** You may not send spam through the Services.

### 1.1 What is Spam?

- In general, Spam, as applied to email or Text, means "Unsolicited Bulk Email or Text".
  - "*Unsolicited*" means that the recipient has not granted the sender affirmative consent (permission) to email or Text them.
  - "*Bulk*" means that the message is sent as part of a larger collection of messages, all having materially similar content.

### 1.2 One-to-one commercial emails or Texts are spam when they violate the U.S. CAN-SPAM Act of 2003 and any rules or regulations adopted under such act (the "CAN-SPAM Act"), or other anti-spam laws. One-to-one commercial emails or Texts are also spam if personal information that is subject to GDPR is processed to send emails or Texts and recipients are not provided notice and you do not establish a lawful basis of processing.

### 1.3 You may not use the Services to send: (a) spam in violation any other applicable anti-spam law; (b) emails or Texts to addresses obtained through internet harvesting methods or other methods such as scraping or harvesting; (b) emails or Texts to addresses that are incomplete, inaccurate and/or not updated for all applicable opt-out notifications; or (c) emails or Texts in violation of any

applicable laws.

- 1.4 Email or Text sent through the Services may not: (a) contain invalid headers or invalid domain names; (b) misrepresent, hide or obscure any information in identifying the point of origin or the transmission path of the email or Text; (d) use a third party's internet domain name without consent; (e) contain false or misleading content, including in the subject line; or (f) use our trademark(s), tagline(s), or logo(s) without our prior written consent.
- 1.5 You agree to import, access or otherwise use only contact lists in connection with the Services for which all listed parties have consented to receive correspondence from you (such as by opting into your "Join My Mailing List" link or similar list sign-up technology). It is not sufficient consent to receive email correspondence or Text from you if a person or organization participates in a survey or registers for an event, clicks "Like" on your Facebook® page, or "follows" you on Twitter®. If you have used our "confirmed opt-in" feature that allows you to request a recipient to confirm that you have the recipient's permission to send messages to such recipient (assuming such use is permitted by laws applicable to you), and such recipient has not responded or does not respond affirmatively to such request for confirmation, you agree that you shall not send messages to that recipient. You agree not to send messages through the Services to distribution lists, newsgroups, publicly available press or media addresses, email addresses or telephone numbers that are purchased, borrowed, third-party or any other lists that have not directly consented to receive communications, promotions or advertisements from your business.
- 1.6 You agree that you are the sole or designated "sender" (as such term is defined in the CAN-SPAM Act) of any message sent by you using the Services. Similarly, for messages sent to Canadian email accounts or telephone numbers, you are the sole person sending or causing or permitting the message to be sent by you using the Services (within the meaning of CASL).
- 1.7 Acceptable levels of campaign statistics. In the table below you can find the minimum acceptable level of the core statistics of any campaign sent from our services. Moosend reserves the right to suspend or even terminate accounts that fail to keep their campaign stats below these acceptable statistics.

Complaint Categories	Acceptable rates
Unsubscribe rate	≤ 1%
Hard bounce rate	≤ 3%
Spam complaints rate	≤ 0.1%
Spam complaints from provider	≤ 1 complaint
Spamtrap hits	≤ 1 hit

**2 Restrictions on Use.** In connection with your use of the Services, you agree to comply with this AUP and not to:

- 2.1 access or use the Services in a way that uses technology or other means to access, index, re-render, frame, mirror, truncate, add to, inject, filter or link to the Services that is not authorized by us (including by removing, disabling, bypassing, or circumventing any content protection or access control mechanisms intended to prevent the unauthorized use, download, linking, framing, reproduction, access to, or distribution of the Services);
- 2.2 use the Services for timesharing or service-bureau purposes or otherwise for the benefit of a third party (except as expressly permitted by our partner programs);
- 2.3 unless you are an authorized reseller of the Services, display, copy, reproduce, or distribute any software embedded in the Services, any component thereof, any documentation provided in connection with the Services, or any content, including but not limited to newsletters distributed to you by us in connection with the Services;
- 2.4 use any deep-link, page-scrape, robot, crawl, index, spider, offline reader, click spam, macro programs, internet agent, or other automatic device, program, algorithm or methodology that does the same things, to use, access, copy, index, acquire information, generate impressions or clicks, input information, store information, search, generate searches, monitor any portion of the Services for any unauthorized purpose, or overwhelm or attempt to overwhelm our infrastructure by imposing an unreasonably large load on the Services that consume extraordinary resources;
- 2.5 use the Services in a way that damages, disables, overburdens, impairs, or gains unauthorized access to the Services, including servers, equipment, computer

- network, facilities or user accounts;
- 2.6 use the Services in a way that removes, modifies, disables, blocks, obscures or otherwise impairs any advertising in connection with the Services.
  - 2.7 copy, display, distribute, download, license, modify, publish, re-post, reproduce, reuse, sell, transmit, or otherwise use the content of the Services for public or commercial purposes without our express written permission;
  - 2.8 interfere with or disrupt the Services or any related or networks connected to the Services;
  - 2.9 restrict or inhibit any other user from enjoying and using the Services;
  - 2.10 repeatedly upload and remove unique email addresses or telephone numbers, materially misrepresent the number of contacts you initially intend to include in your account upon signing up for the Services, or otherwise try to manipulate data in an attempt to circumvent our Fees or other billing procedures;
  - 2.11 send content created in the Services through another service without our prior written approval;
  - 2.12 set up multiple accounts for any individual or organization in order to send substantially similar content unless you are part of a franchise.
  - 2.13 use our templates, any images we provide, or any other features or functionality of the Services without using the Services, e.g., you may not take an image or template and use it on materials you create without using the Services. This restriction also applies to customized templates prepared by us, including our consulting or marketing management and professional services group;
  - 2.14 use documents or images hosted by us on servers controlled by us for any purpose whatsoever other than in connection with the Services. If you own the document or image, you can use it outside of the Services provided it is not hosted by us;
  - 2.15 include any incentives (e.g., coupons, discounts or awards) in any messages you send by means of the Services that encourage a recipient to forward the message to another recipient, other than as expressly encouraged and permitted within the applicable Service;
  - 2.16 use the Services to send Textor push notifications using a feature of the Services not designed for that purpose and that violate the Telephone Consumer Protection Act of 1991 (TCPA) or any other applicable telemarketing or telephone consumer protection law or regulation;

- 2.17 market to third party voter registration lists or party lists obtained in which the specific candidate did not collect explicit consent;
- 2.18 use any image we make available in connection with the Services in a way that places any person depicted in the image in a way that a reasonable person would find offensive, including the use of images in (a) in pornography or sexual products, (b) ads for tobacco products in a manner that suggests any such person is a user of tobacco products, (c) in connection with political endorsements in a manner that suggests any such person is a supporter of a particular politician, (d) advertisements and/or promotional materials for pharmaceutical, healthcare, herbal or medical products if such the use implies that the depicted person suffers from a physical or mental infirmity, ailment or condition, or (e) in any manner that is libelous, defamatory, scandalous, threatening, or harassing;
- 2.19 use any image we make available in connection with the Services or services as a trademark, service mark, or logo;
- 2.20 provide content or communicate with subscribers for the primary purpose of affiliate marketing, including but not limited to communications where there is no direct relationship with the product other than affiliate commissions, communications that contain multiple disparate affiliate links, or communications sent for the primary purpose of affiliate commissions. This prohibition would not apply to communications that include occasional affiliate links or links to products that are related to the business establishing the account; or
- 2.21 use the Services to send emails or Texts of a personal nature.

**3 Prohibited Content.** The Services may not be used by any person or organization that creates, displays, markets, sends, or sells (as applicable) content that:

- 3.1 Exploits children under eighteen (18) years of age, including child sexual abuse material (CSAM) or content that is harmful to minors (CSAM will be suspended immediately without notice and reported to law enforcement and/or the National Center for Missing and Exploited Children);
- 3.2 Includes any personally identifying information or private information about anyone without his or her consent, including children under eighteen (18) years of age without their parents' consent;
- 3.3 Promotes, encourages, or facilitates hate speech, violence, discrimination based on race, color, sexual orientation, marital status, gender or identity expression, parental status, religion or creed, national origin or ancestry, sex, age, physical or mental disability, veteran status, genetic information, citizenship and/or any

other characteristic protected by law;

- 3.4 Is grossly offensive, including blatant expressions of bigotry, prejudice, racism, hatred or excessive profanity or that is obscene, lewd, lascivious, filthy, excessively profane, violent, harassing or otherwise objectionable;
- 3.5 Is libelous, defamatory, scandalous, abusive, malicious, threatening, or harassing activity;
- 3.6 Advocates, promotes or otherwise encourages criminal activity or violence against any governments, organizations, groups or individuals or that provides instruction, information or assistance in causing or carrying out such criminal activity or violence;
- 3.7 Introduces malware, viruses, worms, Trojan horses, bombs, phishing, spyware or other harmful code;
- 3.8 Is materially false, inaccurate, or misleading in a way that could deceive or confuse others about important events, topics, or circumstances;
- 3.9 Impersonates others or falsely states or misrepresents their affiliation with any person, group or entity (including by "spoofing," "phishing," manipulating headers or other identifiers) including falsely implying that they are affiliated with or endorsed by us or any other third party, or access the Services via another user's account without their permission;
- 3.10 Infringes, misappropriates or otherwise violates the intellectual property rights of others, including authors, artists, or photographers;
- 3.11 Sells or promotes any products or services that are unlawful in the location at which the content is posted or received;
- 3.12 Provides, sells or offers to sell any of the following products or content (or services related to the same):
  - (a) Pornography or illicitly pornographic sexual products, including but not limited to adult magazines, video and software, escort services, dating services, or adult "swinger" promotions; provided, however, the foregoing prohibition shall not apply to established retail home-based party businesses;
  - (b) Illegal drugs and contraband that are unlawful in the location at which the content is posted or received;
  - (c) Illegal goods, pirated software or media; or

(d) Instructions on how to assemble or otherwise make bombs, grenades or other weapons.

3.13 Disparages us, our partners, vendors, or affiliates; or

3.14 Authorizes, permits, enables, induces or encourages any third party to do any of the above.

**4 Prohibited Products or Services.** Some industries have higher than average abuse complaints (including spam), which can directly impact our ability to provide the Services to our customers. We reserve the right to suspend the use of the Services by any person or organization that markets, sends, or sells content related to these industries. Some examples of these industries may include:

4.1 Online and direct pharmaceutical sales, including but not limited to sexual well-being products, prescription and counterfeit drugs and products containing cannabidiol (CBD);

4.2 High-risk financial services (including payday loans, short-term high-interest loans, student loans, third-party auto or mortgage loans, debt collection and forgiveness, credit repair, and debt relief offerings);

4.3 Data or list brokers, list rental services, or similar industries;

4.4 Work-at-home offers promoting "get rich quick," "build your wealth," "buy this stock and grow your wealth" and "financial independence;"

4.5 Pyramid schemes or multi-level channel, network and/or referral marketing (MLM) businesses used for prospecting or recruiting;

4.6 Odds making and betting/gambling services, including but not limited online poker, casino games, college and pro sporting events;

4.7 Cryptocurrency, including any form of digital currency;

4.8 Health and nutritional products and vitamins and supplements, except in compliance with all applicable laws, rules and regulations;

4.9 Online trading, investment trading opportunities, or stock market related content; or

4.10 Products in demand due to COVID-19 and regulated by applicable law.

## **5. Trademark Use**

Unless you have our prior written permission, you may not use any of our name, logo, tagline or other mark or Services, or any identifier or tag generated by the Services, including without limitation: (a) as a hypertext link to any website or other location that is not part of the Services; or (b) to imply identification with us as an employee, contractor, agent or other similar representative capacity. You also agree not to remove or alter any of these items as we may have provided or enabled.

## **6. Reporting Suspected Violations**

We encourage users of the Services and recipients of content sent through the Services to report suspected violations of this AUP to us by forwarding a copy of the received email to [abuse@moosend.com](mailto:abuse@moosend.com). We will investigate these reports and respond in the way we consider appropriate.

## **7. General Terms**

In the event that you engage in any of the activities listed above, we reserve the right to terminate your access to or use of the Services, disable your account or access to the Services, and remove all or a portion of your content, in each case at any time, with or without notice and without refund. You acknowledge we may disclose information regarding your use of any of the Services to satisfy any law, regulation, government request, court order, subpoena or other legal process. We may, in our sole discretion, also report your activity to the applicable legal authorities or third parties for abuse or fraud prevention. If we make this type of required disclosure we will notify you, unless we are required to keep the disclosure confidential.

## **8. Changes**

We may update and change any part or all of this AUP. If we update or change this AUP, the updated AUP will be posted at [Acceptable Use Policy](#) and any such updates will be effective upon posting. When we update this AUP, the "Last Modified" date above will be updated to reflect the date of the most recent version. Your continued use of the Services constitutes your acceptance of the modified AUP. We encourage you to review this AUP periodically.