including, without limitation, emails, advertisements, and mailings (each a “Campaign,” and collectively, “Campaigns”), to send text messages (for both informational or marketing purposes) (“Text Messaging”), and to create and manage web pages and websites to reach your people (each, a “Site,” and collectively, “Sites”) among other things. The App is part of the platform operated by the Intuit group of companies (the “Intuit Platform”) and is offered through our websites, including **https://www.mailchimp.com**, and any other website or mobile application owned, operated or controlled by us (we’ll collectively refer to these as the “Mailchimp Site,” and together with the App and insights, analytics, and other features we make available through our products and services, the “Service”). Mailchimp has employees, officers, directors, independent contractors, and representatives (“our Team”). As a customer of the Service or a representative of an entity that’s a customer of the Service, you’re a “Member” according to this Agreement (or “you”). A “Contact” is any person that you, a Member, may contact through our Service. In other words, a Contact is anyone on a Member's distribution list about whom a Member has given us information or is anyone who has otherwise interacted with a Member via the Service. For example, if you are a Member, a subscriber to your email marketing campaigns or a shopper to your Website or Landing Page would be considered a Contact.

These Terms, including our **Acceptable Use Policy**, **API Use Policy**, **Copyright and Trademark Policy**, **Data Processing Addendum**, and **Brand Guidelines** (collectively, the “Agreement”) define the terms and conditions under which you’re allowed to use the Service in accordance with the Agreement, which in addition to our **Global Privacy Statement** and **Cookie Statement**, describe how we’ll treat your account and the data we collect and process about you, your end users, and your contacts and customers while you’re a Member. If you don’t agree to these Terms, you must immediately discontinue your use of the Service.

Additional terms and restrictions available on our Mailchimp Site at mailchimp.com/legal/additional-terms (“Additional Terms”) apply to some features of the Service, including some which are offered as add-ons to your Mailchimp account (“Add-ons”). Unless expressly stated otherwise, these Terms apply to the use of Add-ons. Members agree to the Additional Terms, if applicable, at the time they choose to add the corresponding Add-on or use the corresponding feature. Also note that a Member’s account may have access to unique features of the Service based on their historic usage or status.

Mailchimp uses Google Maps and YouTube to provide certain features of the Service, and, as a result, we are contractually obligated to make our Members aware of certain terms related to the use of such features. Therefore, you acknowledge and agr

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up for an account and using the Service, you are also bound by the **Google Maps, Google**

Earth Additional Terms of Service and the **YouTube Terms of Service** (including the **Google Privacy Policy**).

If you download the App through the Apple App Store, Google Play or other app store or distribution platform ("App Provider"), you acknowledge and agree that: (i) these Terms are between us, and not with the App Provider, and that we are responsible for the Service, not the App Provider; (ii) the App Provider has no obligation to furnish maintenance and support services or handle any warranty claims; (iii) the App Provider is not responsible for addressing any claims you or any third party have relating to the App; and (iv) the App Provider is a third party beneficiary of these Terms as related to your use of the App, and the App Provider will have the right to enforce these Terms as related to your use of the App against you.

I. Account

1. Eligibility

In order to use the Service, you must:

1. be at least eighteen (18) years old and able to enter into contracts;

2. complete the account registration process;

3. agree to these Terms and the other terms and conditions linked in these Terms that form part of the Agreement;

4. provide true, complete, and up-to-date contact and billing information;

5. not be based in comprehensively embargoed and comprehensively sanctioned jurisdictions, including Cuba, Iran, North Korea, Syria and the regions of Crimea, Zaporizhzhia and Kherson, the Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR) in Ukraine, and Russia , or are not otherwise prohibited from using the Platform under the laws and regulations of the United States, or any other applicable jurisdiction;

6. and not be included in lists maintained by the United States or other a jurisdictions prohibiting transactions with and the export of US products

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entities, people and jurisdictions.

By using the Service, you represent and warrant that you meet all the requirements listed above, and that you won't use the Service in a way that violates any laws or regulations. Note that by representing and warranting, you are making a legally enforceable promise.

Mailchimp may refuse service, close accounts of any Members, and change eligibility requirements at any time.

2. Term

When you sign up for an account and agree to these Terms, the Agreement between you and Mailchimp is formed, and the term of the Agreement (the "Term") will begin. The Term will continue for as long as you have a Mailchimp account or until you or we terminate the Agreement in accordance with these Terms, whichever happens first. If you sign up for an account on behalf of a company or other entity, you represent and warrant that you have the authority to accept these Terms and enter into the Agreement on its behalf.

3. Closing Your Account

You or Mailchimp may terminate the Agreement at any time and for any reason. You may do so by terminating your Mailchimp account or we may do so by giving notice to you that we are terminating the Agreement. We may suspend the Service to you at any time, with or without cause. We won't refund or reimburse you in any situation, except as specifically provided in these Terms. If your account is inactive for 24 or more months, we may terminate your account and you won't be entitled to a refund for any prepaid amounts or reimbursement for unused Pay as You Go Credits. Once your account is terminated, you acknowledge and agree that we may permanently delete your account and all the data associated with it, including your Campaigns. Usernames are unique and can only be used once. If your account has been terminated, the username will no longer be available for use on any future accounts and cannot be reclaimed.

4. Changes

We may change any of the Terms by posting revised Terms on our Mailchimp Site. Unless you terminate your account, the new Terms will be effective immediately upon posting on the effective date indicated in the new Terms, as applicable, and apply to any continued or new use of the Service. We may change the Service, Add-ons, or any fea

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Service at any time, and we may discontinue the Service, Add-ons, or any features of the Service at any time, and we are not in any way liable to you for any modification, suspension, termination, or discontinuation.

5. Account and Password

You’re responsible for keeping your account name and password confidential. You’re also responsible for any account that you have access to and any activity occurring in such account (other than activity that Mailchimp is directly responsible for that isn’t performed in accordance with your instructions), whether or not you authorized that activity. You’ll immediately notify us of any unauthorized access or use of your accounts. We’re not responsible for any losses due to stolen or hacked passwords. We don’t have access to your current password, and for security reasons, we may only provide you with instructions on how to reset your password. We have the right to update any of your contact information in your account for billing purposes. In addition, you represent and warrant that all information you provide to us when you establish an account, and when you access and use the Service, is and will remain complete and accurate. We may contact you, or any seat, authorized user, or login added to your account, based on the information provided in your account.

6. Account Disputes

We don’t know the inner workings of your organization or the nature of your personal relationships. You won’t request access to or information about an account that’s not yours, and you’ll resolve any account-related disputes directly with the other party. We decide who owns an account based on a number of factors, including the content in that account, and the contact and profile information listed for that account. In cases where differing contact and profile information is present or we are unable to reasonably determine ownership, we’ll require you to resolve the matter through proper channels outside of Mailchimp.

When a dispute is identified, we may suspend any account associated with the dispute, including disabling login and sending capabilities, to protect the security and privacy of the data held within the account until the dispute is properly resolved.

II. Payment

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Depending on the geographic address you give us when you sign up for a paid service under these Terms (such as a Paid Marketing Plan, Websites Plan, or pay for Pay as You Go Credits, transaction fees under section 8B), you may be required to make your payments to a different company in the Intuit group of companies. Any contractual relationship for use of the Service and any obligation to pay money due remains with and to us. Details of the Intuit group company you must make payment to are set out in the following Schedule. Payments will automatically be set up to the relevant Intuit group company. Payment to the relevant Intuit group company listed in the Schedule in line with these Terms settles your relevant obligation to us in terms of money owed.

Schedule: Payment

If you are located in a country listed below, the details of the Intuit group entity you shall make your payment to are set out below:

Country/Region	Intuit Group Entity
Australia	Intuit Australia Pty Limited
Canada	Intuit Canada ULC
European Union (excluding Sweden & Denmark)	Intuit Ireland Software Limited
United Kingdom	Intuit Limited

7. Marketing Platform: Monthly Marketing Plans and Pay as You Go Credits

If you had a paid monthly plan on or before May 15, 2019, the following Section 7 may not apply to you and your account. If it does not apply, an alternate version of Section 7 applicable to you and your account is available in your account (navigate to “Account,” then “Billing,” then “Monthly plans or credits”).

7A. Paid Marketing Plans

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If you sign up for a paid monthly or paid annual subscription to a marketing plan, you will be required to self-select both your projected audience, as described in Section 7B below, and your package (e.g., Essentials, Standard, Premium) (together, your "Paid Marketing Plan") from the options posted on our Mailchimp Site based on your anticipated use of the Service. A Paid Marketing Plan may either be a monthly Paid Marketing Plan or an annual Paid Marketing Plan. Each Paid Marketing Plan offers different pricing and feature options and has varying usage limits. Once you select your Paid Marketing Plan, Mailchimp will never automatically upgrade or downgrade your Paid Marketing Plan. So, give yourself room to grow if you'll need it! If you exceed your Paid Marketing Plan usage limits (either by exceeding your audience or monthly email limits, or both), while on a paid monthly subscription, you will incur additional charges for the prior monthly billing cycle based on your current Paid Marketing Plan, which will be detailed on your bill and in your account. If you exceed your Paid Marketing Plan usage limits (either by exceeding your audience or monthly email limits, or both) while on an annual Paid Marketing Plan, you will incur a hold being placed on sending emails until you upgrade to a larger plan, reduce your contact count, or wait for the monthly send allotment to refresh. To upgrade to a larger plan while on an annual Paid Marketing Plan, you must contact sales at **https://mailchimp.com/sales**. If you participate in a Free Trial, and exceed the permitted number of contacts or email sends during that time, Mailchimp may adjust your contact tier to a more cost effective option at the end of your Free Trial once billing begins. We will notify you if we automatically adjust your tier, and you will have the option to modify your contacts or audience counts, or select another plan. Before paying for your monthly Paid Marketing Plan for the first time, you will have an opportunity to preview the additional charges which would apply to your Paid Marketing Plan should you incur them by exceeding your self-selected usage limits. If you decide to proceed with a monthly Paid Marketing Plan, and you incur additional charges, you agree to pay them on or before the next Pay Date, as described below. You will always have the option to upgrade to a higher tier or plan at any time. If you upgrade during a billing cycle, you may elect to upgrade your package, your audience limit, or both. If you elect to upgrade both, the upgrade amount for the package upgrade is calculated first, and the upgrade amount for the audience limit upgrade is calculated second. In any event, your annual or monthly charge, as applicable, for that billing cycle will be calculated based on the number of days in that billing cycle during which you were at each of the lower tier or plan and the higher tier or plan (including any applicable additional charges for the higher tier or plan). You will also have the option to downgrade to a lower tier or plan at any time, but if you elect to downgrade to a lower tier or plan during a billing cycle, your downgrade will not be effective until the end of that billing cycle, and you will still be charged for that entire billing cycle at the higher tier or plan (including any applicable additional charges for the higher tier or plan).

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When you sign up for a Paid Marketing Plan, you agree to monthly or annually recurring billing, starting on the date you sign up. Billing occurs on the same day each month or anniversary date, based on the date that you first started paying for any recurring Paid Marketing Plan. Payments are due for any month or year on the same or closest date to the day you made your first monthly or annual payment, as applicable (the "Pay Date"). For monthly Paid Marketing Plans, if any part of a month is included in the Term, then payment is required for the full month. If you exceed your self-selected usage limits for your monthly Paid Marketing Plan, sending may be disabled, or you'll have to pay additional charges (as described above) for the prior billing cycle on or before the next Pay Date, even if the Term ends or you downgrade to a Free Marketing Plan (defined below) before that payment is otherwise due. Billing for monthly Paid Marketing Plans may be paused (subject to certain limitations), and you may choose to close your account permanently at any time. Annual Paid Marketing Plans are not eligible for introductory promotional discounts or non-profit discounts.

If you decide you no longer want to use your annual Paid Marketing Plan during your billing cycle, you can close your account by contacting sales. You will not receive a refund (unless you are within the 60 day money-back guarantee period). If, after closing your account, you want to regain access to your account during your billing cycle, you may contact sales to access your Paid Marketing Plan and features, and access will continue through the remainder of your billing cycle.

7B. Audience and Archiving

You may have several types of contacts in your Mailchimp account, but only contacts that you can engage through the Service count as contacts in your "audience" for purposes of your Paid Marketing Plan or Free Marketing Plan. Subscribed, unsubscribed, and non-subscribed contacts count towards your audience. Cleaned, reconfirmed, and archived contacts do not count towards your audience, nor do contacts whose opt-in confirmation is pending. You may elect to archive contacts at any time, but any profile changes for an archived contact (whether initiated by you, the contact, or an integration) will automatically unarchive that contact. You cannot engage in any activity through the Service with archived contacts unless and until they are unarchived. If a contact is unarchived, it will immediately count towards your audience for your current billing cycle and any future billing cycles unless and until archived again.

7C. Free Marketing Plans

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All Members, including those who sign up for a Websites Plan, have access to basic marketing functionality under the free marketing plan ("Free Marketing Plan"). If you use the Service under the Free Marketing Plan and you want to go over the Free Marketing Plan limits, you'll be required to select and pay for a Paid Marketing Plan. Paid Marketing Plans are described in Section 7A above. If you exceed your Free Marketing Plan limits, or otherwise upgrade your account to a paid Paid Marketing Plan, you'll only be provided one complimentary downgrade to the Free Marketing Plan (provided your sending volume, audience numbers, and other feature usage drops down to the Free Marketing Plan usage limits in effect at the time of downgrade). If you go over the limits for the Free Marketing Plan more than once, you'll no longer qualify for the Free Marketing Plan, even if your future sending volume and audience numbers are within the limits of the Free Marketing Plan.

7D. Pay as You Go Credits

If you are on an annual or monthly Paid Marketing Plan, you are not eligible to purchase Pay as You Go Credits. You may buy email credits to use the Service ("Pay as You Go Credits"), as explained on our Mailchimp Site. You will have an opportunity to review current rates for Pay as You Go Credits in your account prior to purchase. If you choose to buy Pay as You Go Credits, you'll have access to the features of the Service included in the Essentials Marketing package, as described on the **pricing page**, and other than the payment requirements, all of these Terms will still apply to you. Pay as You Go Credits purchased on or after May 15, 2019 roll over each month, and expire 12 months after purchase. Pay as You Go Credits purchased before May 15, 2019 also roll over each month, and expired on May 15, 2020. Pay as You Go Credits have no cash value, cannot be refunded or redeemed for cash, and represent a limited license to use the Service for the specified volume and type of service.

7E. Promotional Free Trial Membership

From time to time at our discretion, we may offer a promotional, free trial period of 1 month, 14-days, or 7-days for a Paid Marketing Plan ("Trial Period"). To activate the Trial Period, you will be required to (1) enroll for the eligible Paid Marketing Plan of your choice, and (2) provide valid payment information to us at the time of enrollment. Free trial offer does not include Websites Plans and associated transaction fees or add-on/one-time fees, such as transactional email (fka Mandrill) charges, pay as you go credits, Facebook ads, or Google ads. If you exceed the permitted number of contacts or email sends during your Free Trial, Mailchimp may adjust your contact tier to a more cost effective option at the end of your Free Trial once billing begins. We will notify you if we autom

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tier or plan, and you will have the option to modify your contacts or audience counts, or select another plan. Upon the expiration of the Trial Period, you will be charged on a monthly or annual basis, as applicable, at the then-current rate for the Paid Marketing Plan you have selected and your current contact tier until you cancel, change to a different paid monthly or annual marketing plan, or change to a Free Marketing Plan. Prior to the expiration of the Trial Period, we will notify you of the upcoming expiration of your Trial Period. If the payment method we have on file for you is declined, you must provide to us a new, valid payment method for the Paid Marketing Plan or we reserve the right, without further notice, to immediately suspend or cancel your continued use of the Paid Marketing Plan.

To be eligible for the Trial Period, you must be a new Mailchimp customer and sign up for a Paid Marketing Plan using the "Start Free Trial" option (or other like wording). The Promotional Free Trial Membership offer cannot be combined with any other Mailchimp offer(s) and is available for a limited time. Offer is provided through a 100% discount to your recurring Mailchimp plan charges for the first bill immediately following fulfilling the eligibility criteria. You can pause your monthly subscription (subject to certain limitations) or delete your Mailchimp account at any time via the Settings section in the Account & Billing area. Pausing your monthly Paid Marketing Plan or deleting your Mailchimp account will become effective immediately. Pausing your account does not pause the Free Trial Period. You can downgrade your Paid Marketing Plan in the Monthly Plans or Credits page in the Billing Section. Downgrading your Paid Marketing Plan will become effective at the end of the monthly billing period. You will not receive a refund for previously billed charges. Terms, conditions, pricing, special features, and service and support options subject to change without notice. If you purchase an annual Paid Marketing Plan while on a free trial, your free trial will immediately terminate upon purchase. Your annual subscription and billing cycle will begin on the date you purchase your annual Paid Marketing Plan.

7F. Introductory Offer Terms & Conditions

From time to time at our discretion, we may offer an introductory promotional discount of 15%, 25%, or 50% off the monthly base price of Mailchimp Premium, Standard or Essentials plan for the first 12 (twelve) months of service, starting from the date of enrollment followed by the then-currently monthly list price based on your contacts and email sends. Discount applies to the monthly plan and the purchase of any add-on blocks for additional contacts. Your account will automatically be charged on a monthly basis until you cancel. If you add or remove features and/or services, your service fees will be adjusted accordingly. If you upgrade or downgrade to a different plan, the price w

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then current list price for such relevant subscription. Taxes may be applied

applicable. Accounts will be placed on hold if no valid payment method is on file after the promotional period ends. To be eligible for this offer you must be a new Mailchimp customer or existing customer on the Free plan within 90 days of account creation in select countries, and sign up for the Premium, Standard or Essentials monthly plan using the "Buy Now" button. Offer available for a limited time only. Discount has no cash value. Mailchimp accounts with compliance holds or violations are ineligible. You can pause your monthly subscription (subject to certain limitations) or delete your Mailchimp account at any time via the Settings section in the Account & Billing area. Pausing your monthly plan or deleting your Mailchimp account will become effective immediately. You can downgrade your monthly plan in the Monthly Plans or Credits page in the Billing Section. Changing your monthly plan will become effective at the end of the monthly billing period. You will not receive a refund for previously billed charges. You will immediately lose the offer if you cancel your account during or prior to the end of the promotional period. Pausing your account does not pause the promotional period and the promotion will expire 12 months from when it was originally applied to your account. Changing your Marketing plan does not extend the duration of the promotional period and the promotion will expire 12 months from when it was originally applied to your account. Offer does not apply to associated transaction fees or add-on/one-time fees, such as transactional email (fka Mandrill) charges, SMS Marketing, annual domains, pay as you go credits, Facebook ads, or Google ads. This offer cannot be combined with any other Mailchimp offer(s). These offer terms do not replace Mailchimp's standard **Terms of Use** and **Global Privacy Statement**, which continue to apply to your use of Mailchimp. All personal information will be handled in accordance with Mailchimp's **Global Privacy Statement**. Terms, conditions, pricing, special features, and service and support options subject to change without notice. Annual Paid Marketing Plans are not eligible for introductory promotional discounts set forth in this section or non-profit discounts.

8. Websites

8A. Monthly Websites Plans

You also have the option to select a monthly Websites plan ("Websites Plan") from those **posted** on our Mailchimp Site. With a Websites Plan, you will have access to Websites. All Members, including those who sign up for a Free Marketing Plan, have access to basic functionality under the Free Websites Plan. If you sign up for a Websites Plan, you agree to monthly recurring billing in advance, starting on the date you sign up for a Websites Plan. Thereafter, billing occurs on the same day each month, based on the date that you first started paying for any recurring monthly plan. Note that your first payment for your Websites Plan may be prorated if you first started paying for any other re

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plan before you signed up for your Websites Plan; thereafter, your payment dates will align, and you will be billed for the full billing cycle each month.

If you wish to cancel your Websites Plan, you may do so within your Mailchimp account, and cancellation will be effective on the last date of the current billing cycle for which you have paid. You agree to make all payments owed for your Websites Plan in accordance with these Terms.

8B. Websites and Domains

Mailchimp-branded domains (e.g., yourcompany'sname.mailchimpsites.com) are offered to Members free of charge. To build a Website on a custom domain or a domain you connect to Mailchimp, you must purchase a Websites Plan. If you build a Website with Mailchimp, you are also subject to the Additional Terms found **here**.

9. Dedicated IP Addresses

In certain circumstances, Members may have the option to purchase access to a dedicated IP address or specifically designated shared IP address (collectively, a "Dedicated IP Address") for email sending purposes. Mailchimp, in its sole discretion, may determine whether to provision access to a Dedicated IP Address. Dedicated IP Addresses used to provide the Service are owned and operated by Mailchimp and we reserve the right to revoke a Member's use of a Dedicated IP Address at any time. If your account uses a Dedicated IP Address and email sending for the account is paused or suspended for 30 days or more for any reason (including but not limited to compliance matters, failed or overdue payment issues, or voluntarily pausing your Monthly Plan), Mailchimp may reclaim the Dedicated IP Address from the account and terminate any future use of the Dedicated IP Address by the Member.

10. Mailchimp Text Messaging

Members are billed on a recurring monthly billing cycle for the Text Messaging Credit Plan selected at the then-current price. These fees are in addition to your then-current monthly marketing plan, and any other fees associated with Mailchimp Messaging Services described below. When you set-up your Text Messaging credit plan, and your application is approved, your payment will be prorated based on the days remaining in your current billing cycle; you will immediately receive access to use the credits until the end of that billing cycle. To provide uninterrupted service, we will automatically cha
a Member's Text Messaging plan unless the Member opts out of automatic renewal in the

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App or by contacting customer support. On or before the first day of your next billing cycle, you will be charged the full amount of the Text Messaging Credit Plan fees for your selected credit plan. Mailchimp reserves the right to deactivate your Text Messaging Credit Plan for any failed payment and you may lose access to certain features in your account.

You may also buy one-time credits to use the Service. You will have an opportunity to review current rates for one-time credits in your account prior to purchase. Once selected, you will be charged and receive your requested credit increase immediately. Unused credits, whether purchased under a Text Messaging Credit Plan or as one-time credits, will not rollover to your nextfuture billing cycles and will expire at the end of the billing cycle in which they are issued. If you would like to decrease the amount of credits you receive each billing cycle, Mailchimp allows you to select the desired credit plan downgrade. The decrease will become effective at the beginning of your next billing cycle.

You can deactivate your Text Messaging - Credit Plan via the Settings section in the Account & Billing page. Deactivating your Mailchimp account will disable your ability to utilize Text Messaging immediately. To reactivate your Text Messaging credit plan, you will need to contact our support team to reinitiate the on-boarding process and obtain a new business phone number. If you downgrade your account from an eligible Paid Marketing Plan, you will have access to your Text Messaging credit plan until the end of that billing cycle. The following billing cycle your Mailchimp Text Messaging credit plan will be deactivated and any unused credits will be forfeited.

You may obtain one Sending Number per country at no additional cost to you, provided the Sending Number application is approved (the “No-Fee Sending Number”). This allowance applies once per country per Member account across all Audiences, not per Audience. Any additional Sending Numbers for the same country will be subject to a recurring monthly fee at Mailchimp’s then-current price. Only 10DLC numbers, Verified Long Numbers, and Alphanumeric senders may qualify as the No-Fee Sending Number. Short codes are excluded from this allowance and will always be subject to recurring monthly fees at Mailchimp’s then-current price. Each Sending Number requires a separate application and approval, which may be granted or denied at Mailchimp’s or the applicable carrier’s discretion. If approval occurs mid-cycle, Mailchimp will charge a prorated portion of the monthly fee for that cycle. The full monthly fee will apply beginning with the next billing cycle.

You are responsible for providing accurate and complete information in all registrations, filings, and applications required to provision Text Messaging in each cou

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send messages. Mailchimp may suspend or terminate your Text Messaging Services if your filings are incomplete, misleading, or otherwise non-compliant.

10.1. Mailchimp Short Code Text Messaging

You are required to sign-up for a Standard, Premium, or Legacy Pro Paid Marketing Plan, have an approved SMS Marketing designated US 10DLC number and purchase a Text Messaging Credit Plan to be eligible to apply for and purchase Short Code Text Messaging. Mailchimp has no control over the approval of your short code application. Telecommunication providers may require additional information from you during the approval process. You will not be charged for your requested Short Code Text Messaging plan while your application is being reviewed. You will only be able to use your 10-digit business phone number while your application is being reviewed. You may cancel your application at any time prior to receiving approval by either: (1) contacting our customer support team; (2) deactivating your Text Messaging Credit Plan; or (3) deactivating your Mailchimp account.

Once you receive the notification that your short code application is approved, you will be billed on the next monthly billing cycle for your selected Short Code Text Messaging plan at the then-current price. You will need to activate your short code number within your account to enable use. Once your short code number is activated, you will immediately lose access to your 10-digit business phone number.

Deactivating your Mailchimp account or Text Messaging Credit Plan will disable your ability to utilize sShort Ccode Text Messaging immediately. To reactivate your short code Text Messaging service, you will need to contact our support team to reinitiate the on-boarding process and obtain a new short code. If you downgrade your account from one of the eligible Paid Marketing Plans, you will lose access to your short code and Text Messaging credit plan. The following billing cycle your Mailchimp Text Messaging credit plan will be deactivated and any unused credits will be forfeited. Short codes are not eligible for the No-Fee Sending Number allowance. All short codes, whether the first or a subsequent number in a country, are subject to recurring monthly fees at Mailchimp's then-current price.

You agree to contact our support team if you decide to change your approved short code use case. You will not be entitled to any refund or credit if your short code is disabled by a SMS Provider or mobile network operator for any reason.

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10.2 Mailchimp Transactional Text Messaging

If eligible, you may use Mailchimp's Transactional Text Messaging service ("Transactional SMS") to send automated informational SMS messages only, to your Contacts through the Transactional Email (formerly Mandrill) by Mailchimp App, using an approved Sending Number. Transactional SMS requires a Standard, Premium, or Legacy Pro Paid Marketing Plan, Transactional Email (formerly, Mandrill) Add-on, an active Text Messaging Credit Plan, a designated Sending Number approved for your account, and compliance with these Terms. Messages sent using Transactional SMS will consume credits from your Text Messaging Credit Plan balance. Credits do not roll over between billing cycles, and fees and credit requirements may change.

Transactional SMS messages may be sent from Programs tied to your account. You are solely responsible for your configuration and for ensuring that each message is sent from the Program and the Sending Number for which the Contact provided consent in the relevant jurisdiction. Misrouting a message through a different Program or Sending Number than the one to which the Contact consented is a breach of these Terms and may result in suspension or termination of your Text Messaging Services.

By using Transactional SMS, you represent and warrant that you have obtained all legally required consents from your Contacts before sending such messages and that you will maintain accurate records of those consents and any opt-outs. You acknowledge that the standard for valid consent varies by jurisdiction. You must ensure that your consent practices satisfy the requirements of the country where the Contact resides, including where laws require separate consents for transactional and marketing messages. Transactional consent and marketing consent are not interchangeable, and you must not treat transactional consent as sufficient to send marketing messages. You must not send marketing or promotional content through Transactional SMS.

You understand that Transactional Email (formerly Mandrill) by Mailchimp App does not provide an audience interface or consent management tool. If you choose to centralize transactional consents within Mailchimp audiences, you remain responsible for ensuring that those consents are accurately distinguished from marketing consents and for any risks that arise from presenting or exporting consents.

You are solely responsible for maintaining records of consents, opt-outs, and message history sufficient to demonstrate compliance with applicable laws and carrier requirements. Carriers and aggregators may require up to six years of audit-ready records. You remain solely responsible for producing complete records and you must maintain your own independent records as required by law. Mailchimp may suspend or terminate your Text Messaging Services if you are unable to demonstrate compliance. M

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the right to request proof of consents and message history from you at any time. You agree to provide such records within the time period we specify, and you acknowledge that failure to provide proof of compliance may result in suspension or termination of your Text Messaging Services.

A STOP or equivalent unsubscribe request from a Contact will be applied across all audiences under your account for both marketing and transactional SMS messages. You must not attempt to send SMS messages to a Contact after such a request has been made. Where required by law, you are responsible for ensuring that each message sent using Transactional SMS includes your brand or sender identity, valid contact information, and appropriate opt-out instructions.

Mailchimp may modify, suspend, or discontinue Transactional SMS at any time. Use of Transactional SMS through Mandrill is also subject to the Additional Terms for Transactional Email (formerly Mandrill). If you cancel Text Messaging Credit Plan or Marketing Paid Plan or downgrade your marketing plan from an eligible Paid Marketing Plan, your access to Transactional SMS will terminate immediately and unused credits will be forfeited.

11. Debit and Credit Cards

As long as you're a Member with a Paid Marketing Plan, a Websites Plan, or a Transactional Email Plan (each, a "Monthly Plan" or "annual Paid Marketing Plan", as applicable") or are otherwise utilizing paid features of the Service or have an outstanding balance with us, you'll provide us with valid debit or credit card ("card") information and authorize us or the relevant Intuit group company to deduct your charges against that card. You'll replace the information for any card that expires with information for a valid one. If your card is automatically replaced with a new card by a payment processor, you acknowledge and agree that we are, or the relevant Intuit group company as set out in the Schedule is, authorized to deduct any charges on your account against the new card. Anyone using a card represents and warrants that they are authorized to use that card, and that any and all charges may be billed to that card and won't be rejected. If we are, or the relevant Intuit group company is, unable to process your card order for any reason, we'll try to contact you by email and may suspend your account until your payment can be processed.

12. Refunds

You won't be entitled to a refund or credit from us under any circumstan
Paid Marketing Plans. However, we may, at our sole discretion, offer a refu

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credit. We offer a 60 day money-back guarantee for Members who purchase an annual Paid Marketing Plan. If you are not satisfied with your annual Paid Marketing Plan for any reason, you may request a full refund of your annual subscription fee by contacting the Mailchimp customer service department at **https://mailchimp.com/contact/?primaryTopic=billing**. Requests must be made within 60 days from the purchase date to be eligible for a refund.

13. Charges for Add-Ons

If you use an Add-on that has a charge, then you'll be billed that additional amount with each billing cycle for as long as the Add-on is active. Your billing cycle for an Add-on may differ from your billing cycle for your Monthly Plan or other features of the Service, and certain Add-ons may require upfront payment for their entire billing cycle. If you use Transactional Email to send bulk emails in violation of our Acceptable Use Policy, then we may charge you at the comparable Paid Marketing Plan rate or terminate your account.

14. Billing Changes and Taxes

We may change any of our fees, including our charges for Monthly Plans and Pay as You Go Credits, at any time by posting a new pricing structure to our Mailchimp Site or in your account and/or sending you a notification by email. Quoted fees don't include sales or other transaction-based taxes of any kind.

"Tax" or "Taxes" means all applicable taxes, including but not limited to indirect taxes such as goods and services tax ("GST"), value added tax ("VAT"), sales tax, fees, duties, levies, or other similar taxes. Unless otherwise stated, any consideration, amount payable, prices, fees, payment terms and/or any other amounts are exclusive of Taxes. In the event that any amount payable by you to Mailchimp is subject to Taxes, Mailchimp shall collect the full amount of those Taxes from you and said collection shall not reduce or somehow impact the amount to which Mailchimp is entitled. You will reimburse and indemnify Mailchimp for any Taxes, interest, and penalties that Mailchimp may be compelled to pay on account of your non-payment. You must pay any applicable Taxes. In the event that any payments and/or amount payable by you to Mailchimp is subject to (i) any withholding or similar tax; (ii) any Taxes not collected by Mailchimp; or (iii) any other Taxes or other government levy of whatever nature, the full amount of that tax or levy shall be solely your responsibility and shall not reduce the amount to which Mailchimp is entitled under the Agreement. You will indemnify and hold Mailchimp harmless against any and all claims by any competent tax authority related to any such withholding or similar taxes and any per

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interest thereon.

III. Rights

15. Feedback and Proprietary Rights

We own all proprietary rights in the Service and Mailchimp Site, including, but not limited to, patents, trademarks, service marks, trade secrets, copyrights, and other intellectual property rights. You will respect our proprietary rights in the Service and Mailchimp Site, and you may only use our brand assets according to our **Brand Guidelines**.

You shall retain all right, title, and interest in and to the material, content, data, and information (including your personal information and the personal information of others) you submit to Mailchimp in the course of using the Service or which Mailchimp otherwise retrieves or accesses at your direction or with your permission (collectively, your "Content"). Subject to these Terms, you grant us permission to use or disclose your Content (including any personal information therein) only as necessary to provide the Service to you and/or as otherwise permitted by these Terms, including as further provided under Section 16 and Section 17. You represent and warrant that: (i) you own or have otherwise obtained all necessary rights, releases, and permissions to submit all your Content to the Service and to grant the rights granted to us in these Terms and (ii) your Content and its submission and use as you authorize in these Terms will not violate (1) any applicable law, (2) any third-party intellectual property, privacy, publicity, or other rights, or (3) any of your or third-party policies or terms governing your Content.

You may provide or we may ask you to provide suggestions, comments, input or other feedback ("Feedback") regarding the Service. If you provide us with any Feedback, then you grant us a perpetual, irrevocable, royalty-free, non-exclusive, worldwide, sublicensable, and transferable license to use, reproduce, publicly display, distribute, modify, and publicly perform the Feedback as we see fit. Any Feedback you choose to provide is given entirely voluntarily. You understand that you will not receive any compensation for your Feedback, and that we may use any Feedback you provide to improve the Service or to develop new features and services.

16. Privacy

Your privacy is important to us. Please read our **Global Privacy Statemer Statement** for information regarding how we collect, use, and disclose your personal

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information and the privacy rights available to you when you use and interact with the Service.

For the purposes of privacy and data protection laws, for much of the personal information we process when providing the Service, we act as your processor or service provider in accordance with our Data Processing Addendum. However, there are certain instances, as more fully described in our Global Privacy Statement, where we process personal information, including Content and other data from Member accounts, as a controller to provide and develop the Service and for other important business purposes (e.g., for billing, administrative, security, and product improvement purposes). As described in our Global Privacy Statement, this includes sharing such information with our parent entity, Intuit Inc., and its group companies to provide, develop, and improve other Intuit products and services that you connect through the Service or otherwise use in accordance with the applicable Intuit terms of service, including to provide you with greater insights about your business and to personalize your user experience within the Intuit Platform.

When we, as a controller, process data that originates from the European Economic Area, UK, or Switzerland in a country that has not been found to provide an adequate level of protection under applicable data protection laws, we shall process such data in compliance with the standard contractual clauses between controllers annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021, or the equivalent clauses adopted by the UK Government, and currently located **here** (the "Controller-to-Controller Clauses"). The terms of the Controller-to-Controller Clauses are incorporated herein by reference and form an integral part of the Agreement between you and Mailchimp.

We cannot guarantee the security of every data transmission over the internet.

In order to properly support and serve you, we occasionally need to reach out and contact you and may do so in a variety of ways such as via text message, email or messaging functionality in the Service. We want to provide you with options for receiving communications from us, and as such, you may opt-in or opt-out of receiving certain types of communications from us or sign up to receive certain kinds of messages from us. You will need to notify us of any changes to your contact details to ensure your preferences are updated.

You may provide us with your telephone number as part of your customer record or registration or via other methods. You understand and agree that we ma
telephone number for "multi-factor authentication" ("MFA"), to confirm y

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help protect the security of your account. Part of the MFA identity verification process may involve Mailchimp sending text messages containing security codes to your telephone number. You agree to receive these texts from us containing security codes as part of the MFA process. In addition, you agree that we may send automated text messages and pre-recorded voice messages to the telephone number you provide for other limited purposes, including: providing you with important critical notices regarding your use of the Service, or fulfilling a request made by you through the Service.

Additionally, we may use your telephone number to contact you about special offers or other Intuit or third party products or services unless you opt out of such marketing. By providing a telephone number in connection with the Service, you verify that you are the current subscriber or owner of that number. In addition, you expressly agree that Intuit and its affiliates may contact you by telephone or text message (including through the use of artificial voices, prerecorded voice messages and/or autodialed calls and text messages) to the telephone number you provide or to any number provided to us on your behalf, for various purposes including verifying your identity, providing you with important notices regarding your account or use of the Service, fulfilling your requests or letting you know about promotions or other Intuit services we think we may be of interest to you.

Your consent to receive automated calls and texts is completely voluntary, and you may opt out any time. You acknowledge that if you do not opt out, we may contact you even if your number is listed on a do-not-call list or if you cancel your account or terminate your relationship with us. You do not have to agree to receive promotional calls or texts as a condition of purchasing any goods or services.

With MFA, you also agree and consent to us obtaining and using information from your mobile phone service provider, solely for the purposes of verifying your identity and to compare information you have provided to Intuit (such information may include from your mobile phone service provider account record: your name, address, email, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other mobile phone subscriber details). You understand and agree, for any text messages sent to you in connection with the Service, that: (a) message frequency may vary, (b) message and data rates may apply, and Intuit is not responsible for these charges, (c) you may reply HELP for information, (d) you can reply STOP to opt out at any time (though if you do, you agree to receive a single message confirming your opt-out) and (e) neither Mailchimp nor mobile carriers involved in the text messaging are liable for delayed or undelivered messages. To opt out of automated voice calls, you must provide us with written notice revoking your consent by contacting us as described in the “How to Contact Us” section of our Privacy Statement, and including your full name, mailing address, account numl specific phone number(s) you wish to opt out of such calls.

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17. Right to Review Content, Campaigns and Sites

We may view, copy, and internally distribute Content from your Campaigns, your Sites, your Third-Party Integrations (as defined below) and your account to create algorithms and programs ("Tools") that help us spot problem accounts and improve the Service, among other uses permitted by these Terms or our Global Privacy Statement. For instance, we use these Tools to find Members who violate these Terms or applicable laws and to study data internally to make the Service smarter and create better experiences for Members and their Contacts. We may aggregate and anonymize data, including data from the Content of your Campaigns, Sites, and Third-Party Integrations to create statistical information. We own all such aggregated and anonymized data and may use it, including, but not limited to, operating, analyzing, improving, or marketing our products and services and sharing such data externally for research, marketing, or other lawful purposes.

IV. Rules and abuse

18. General Rules

By agreeing to these Terms, you promise to follow these rules:

1. You won't send spam!
2. You won't use purchased, rented, or third-party lists of email addresses.
3. You'll comply with our **Acceptable Use Policy**, which forms part of these Terms.
4. If you use our API, you'll comply with our **API Use Policy**, which forms part of these Terms.

Mailchimp doesn't allow accounts that promote or incite harm toward others or that promote discriminatory, hateful, or harassing Content. To this end, we may suspend or terminate your account if you send a Campaign, create or manage a Site, or otherwise create or distribute any Content that we determine, in our sole discretion, contains either of the following:

- A Threat of Physical Harm. This means any statement, photograph, advertisement, or other Content that in our sole judgment could be reasonably perceived to threaten, advocate, or incite physical harm to or violence against others.
- Hateful Content. This means any statement, image, photograph, advertisement, or other Content that in our sole judgment could be reasonably perceiv threaten, promote the harassment of, promote the intimidation of, pro

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of, or promote discrimination against others based solely on race, ethnicity, national origin, sexual orientation, gender, gender identity, religious affiliation, age, disability, disease, or immigration status.

We also may suspend or terminate your account if we determine, in our sole discretion, that you are either:

- an organization that has publicly stated or acknowledged that its goals, objectives, positions, or founding tenets include statements or principles that could be reasonably perceived to advocate, encourage, or sponsor Hateful Content or A Threat of Physical Harm;
- a person that has publicly made a comment or statement, or otherwise publicly made known a position, including by membership in an organization as discussed above, that could be reasonably perceived as Hateful Content or A Threat of Physical Harm; or
- a person or organization that has acted in such a way as could be reasonably perceived to support, condone, encourage, or represent Hateful Content or A Threat of Physical Harm.

Mailchimp also does not allow the distribution of Content that is, in our sole discretion, materially false, inaccurate, or misleading in a way that could deceive or confuse others about important events, topics, or circumstances.

If you violate any of these rules, then we may issue a warning to, suspend, or terminate your account.

19. Reporting Abuse

If you think anyone is violating any of these Terms, please notify us immediately. If you received spam you think came from a Mailchimp Member, please report it to our **Abuse Team**. (Every email Campaign sent through the Service has an embedded campaign tracking ID in the email header, making it easy to report suspected spam.) If you think anyone has posted material that violates any protected marks or copyrights, then you can notify us via the contact information provided in our **Copyright and Trademark Policy**.

20. Bandwidth Abuse/Throttling

You may only use our bandwidth for your Content, Campaigns and Sites. We provide image and data hosting only for your use of the Service, so you may not host images or data on our servers for anything else. We may throttle your sending or co
our API at our discretion.

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21. Compliance with Laws and Regulations

You represent and warrant that your use of the Service will comply with all applicable laws and regulations, including as may be amended or adopted over time. You're responsible for determining whether the Service is suitable for you to use in light of your obligations under any regulations like HIPAA, GLBA, Data Protection Laws (as defined in the **Data Processing Addendum**), anti-corruption and anti-bribery laws and regulations, United States and any other applicable economic sanctions, and export control laws and regulations ("Global Trade Laws and Regulations"), laws or regulations applicable to artificial intelligence features or Content, or other applicable laws. If you're subject to regulations (like HIPAA) and you use the Service, then we won't be liable if the Service doesn't meet those requirements. Likewise, we won't be liable if your use of an AI Model or any Outputs (each, as defined below) doesn't meet requirements under applicable laws and regulations (including any applicable carrier requirements). You may not use the Service for any unlawful or discriminatory activities, including acts prohibited by the **Federal Trade Commission Act**, **Fair Credit Reporting Act**, **Equal Credit Opportunity Act**, **Children's Online Privacy Protection Act**, **Telephone Consumer Protection Act**, or any other applicable laws.

If you collect any personal information pertaining to a minor and store such information within your Mailchimp account, you represent and warrant that you have obtained valid consent for such activities according to the applicable laws of the jurisdiction in which the minor lives.

You agree, represent, and warrant to Mailchimp that:

1. If and to the extent required by Data Protection Laws, you will clearly post, maintain, and abide by a publicly accessible privacy notice on the digital properties from which the underlying data is collected that (a) satisfies the requirements of applicable Data Protection Laws, (b) describes your use of the Service, and (c) includes a link to our Global Privacy Statement.
2. You will get and maintain all necessary permissions and valid consents required to lawfully transfer data to Mailchimp and any Third-Party Integrations (defined below) and to enable such data to be lawfully collected, processed, and shared by Mailchimp and such third parties for the purposes of providing the Service or as otherwise directed by you.
3. You will comply with all laws, rules, and regulations applicable to the Campaigns sent through the Service, including those relating to (a) acquiring consents (where required) to lawfully send Campaigns, (b) the Content of Campaigns, and (c) y deployment practices.

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4. You will provide all notices and obtain all necessary consents required by applicable Data Protection Laws to enable Mailchimp to deploy cookies and similar tracking technologies (like web beacons or pixels) lawfully on and collect data from the devices of contacts and end users in accordance with and as described in our Cookie Statement. You shall have the sole responsibility for the accuracy, quality, and legality of your use and collection of your Contacts' data within Text Messaging.
5. To the extent Mailchimp processes your Content protected by Data Protection Laws as a processor on your behalf (all as defined in the DPA), you and Mailchimp shall be subject to and comply with the Mailchimp **Data Processing Addendum** ("DPA"), which is incorporated into and forms an integral part of these Terms. The DPA sets out our obligations with respect to data protection and security when processing your Content on your behalf in connection with the Service.
6. All the content and material you provide or use in connection with the Service does not infringe upon or violate any copyright, trademark, privacy, publicity, or other proprietary right of any third party.
7. You will comply with all applicable industry best practices and network carrier's requirements or guidance in connection with the Text Messaging.

In addition, if you are subject to EU Data Protection Law (as defined in the **Data Processing Addendum**), you acknowledge and agree that we have your prior written authorization to respond, at our discretion, to any data subject access requests we receive from your Contacts made under EU Data Protection Law, or, alternatively, we may direct any such Contacts to you so that you can respond to the request accordingly.

22. Global Trade Compliance

You will not use, export, re-export, import, sell, release, or transfer the App, Intuit Platform or the software that supports the App ("Software") directly or indirectly, except as authorized by United States law, the laws of the jurisdiction where the App, Intuit Platform and Software are made available, and any other applicable laws and regulations. In particular, but without limitation, the App, Intuit Platform, Software, source code, and technology may not be exported, or re-exported, transferred, or released (a) into Cuba, Iran, North Korea, Syria and the Crimea, Zaporizhzhia, Kerson, Donetsk ("DNR"), and Luhansk ("LNR") regions of Ukraine) and Russia; or (b) to anyone included in the U.S. Treasury Department's list of Specially Designated Nationals or on any other applicable restricted party lists in the US or other applicable jurisdictions. By using the App and the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the App, Intuit Platform and Software for any purposes prohibited by United States law.

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In addition, you certify that neither you nor any principals, officers, directors, or any person or entity (including any beneficiaries, owners, affiliated and/or associated parties) you know to be involved with the use of the Software, Intuit Platform and the Services are not: (a) on any sanctions lists in the countries where the Software and Services are available, (b) doing business in any of the U.S. embargoed countries, and (c) a military end user as defined in 15 C.F.R § 744.

It's important to note that this Section 22 isn't meant to provide a comprehensive summary of the Global Trade Laws and Regulations that govern Mailchimp, the Service, or the Intuit Platform, the App, or the Software. You're downloading and using the Software at your own risk, and it's your responsibility to consult with a legal advisor to make sure your use of the Service and the Software complies with applicable laws.

V. Liability

23. Limitation of Liability

To the maximum extent permitted by law, you acknowledge and agree that (i) you assume full responsibility for any loss that results from your use of the Service, including any downloads from the Mailchimp Site; (ii) we and our Team won't be liable for any indirect, punitive, special, or consequential damages, including any loss of data, profits, revenues, business opportunities, goodwill, or anticipated savings under any circumstances, even if they're based on negligence or we've been advised of the possibility of those damages; and (iii) in any calendar month, the total liability of Mailchimp and our third-party providers, licensors, distributors, or suppliers to you arising out of or relating to the Agreement—whether in contract, tort (including negligence), breach of statutory duty, or otherwise—will be no more than what you paid us for the Service the preceding month.

You are liable for any Content sent through the Service. Without limitation to the other provisions of these Terms, it is your responsibility to review all Content prior to sending any Campaign through the Service. Mailchimp is not liable for any Content you send through the Service. For the avoidance of doubt, in no instance will we or our Team be liable for any losses or damages you suffer if you use the Service in violation of these Terms, regardless of whether we terminate or suspend your account due to such violation.

We are not liable for your relationship with your Contacts and how you interact with them, including your collection of personal information or your collection of co
communicate with your Contacts via Text Messaging. If applicable law re

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obtain consent directly from your Contacts in the manner prescribed by applicable law. It is your responsibility to consult with a licensed attorney to make sure your use of Text Messaging is compliant with all applicable laws.

24. No Warranties

Except as expressly stated in these Terms, the Service is provided as-is and, to the fullest extent permitted by law, we don't provide warranties, conditions, or undertakings of any kind in relation to the Service, either express or implied. This includes, but isn't limited to, warranties of merchantability and fitness for a particular purpose, data loss, merchantability, or non-infringement or any warranties with respect to the accuracy, reliability, or availability of any content or information made available in or through the Service (including any Output, as defined below), which are, to the fullest extent permitted by law, excluded from the Agreement. Since Members use the Service for a variety of reasons, we can't guarantee that it'll meet your specific needs.

25. Indemnity

You agree to indemnify and hold us and our Team harmless from any losses, damages, judgments, fines, and costs, including legal fees and expenses in connection with any claims you make that aren't allowed under these Terms due to a "Limitation of Liability" or other provision. (Indemnity is an agreement to compensate someone for a loss.) You also agree to indemnify and hold us harmless from any losses, damages, judgments, fines, and costs, including legal fees and expenses, in connection with any claims arising out of or relating to (i) your Content, Campaigns, or Sites, (ii) your use (or any third-party's use) of the Service, (iii) your violation of any laws or regulations, (iv) third-party claims that you or someone using your password did something that, if true, would violate any terms of the Agreement, (v) any misrepresentations made by you, (vi) a breach of these Terms or any representations or warranties you've made to us, or (vii) your use of and reliance on an AI Model (defined below) including, but not limited to, your Outputs (defined below) and failure to abide by Section 30 of these Terms.

26. Equitable Relief

Your violation of these Terms may cause irreparable harm to us and our Team. Therefore, we have the right to seek injunctive relief or other equitable relief if you violate these Terms (meaning we may request a court order to stop you).

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27. Subpoena Fees

If we have to provide information in response to a subpoena, court order, or other legal, governmental, or regulatory inquiry related to your account, then we may charge you for our costs. These fees may include attorney and employee time spent retrieving the records, preparing documents, and participating in a deposition.

28. Disclaimers

We and our Team aren't responsible for the behavior of any third parties, agencies, linked websites, or other Members, including third-party applications, products, or services for use in connection with the Service (each, a "Third-Party Integration"). Your use of any Third-Party Integration and rights with respect to such Third-Party Integration are solely between you and the applicable third party. We are not responsible for the privacy, security or integrity of any Third-Party Integration or the practices and policies of any Third-Party Integration. We make no warranties of any kind and assume no liability of any kind for your use of any Third-Party Integration. Any use of Quickbooks Online integration will be governed by the Intuit Terms of Service.

VI. Other Important Stuff

29. Text Messaging

If your application for a designated number in the United States (or equivalent in your jurisdiction) has been approved, and you have selected a monthly credit plan, you can use Text Messaging to send promotional and marketing-related messages to Contacts who opt in to receive such messages. By using Text Messaging, you acknowledge and consent to your contact details being passed to and stored by Mailchimp and the SMS Provider(s) and acknowledge and understand that certain data about your use of Text Messaging will be shared with the SMS Provider(s), including, but not limited to, the contents and metadata of each message. Such data will be shared with the SMS Provider(s) for the purpose of providing the Service to you. Your personal information will be processed by Mailchimp in accordance with our **Global Privacy Statement**.

You understand and agree that we may limit the number of messages or the time of day you can send messages as part of Text Messaging. In the United States and if otherwise applicable in your jurisdiction, you are required to submit an application to receive a number. Mailchimp (or a network carrier) may deny your application for any reason (or no reason), without prior notice to you.

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By using Text Messaging, you promise not to:

1. send SMS messages to anyone you do not have the required consent to contact or without the required opt-out method or language within the SMS message;
2. send any unsolicited messages (spam) or confuse, deceive, defraud, mislead, or surprise people with your communications;
3. send any content that is in violation of our Acceptable Use Policy;
4. take any action that imposes an unreasonable or disproportionately large load on Mailchimp's infrastructure; and
5. impersonate any person or entity or falsely state or otherwise misrepresent an affiliation with a person or entity.

You will comply with all laws, rules, regulations, best practices, policies, or carrier requirements applicable to Text Messaging (including, but not limited to, SHAFT restrictions, quiet hours, advertising restrictions, and direct marketing rules). You will immediately (and in any event, within the time period prescribed under applicable laws, rules, or regulations) honor all opt-out, unsubscribes, or other requests from Contacts who do not want to be contacted via Text Messaging.

You also agree that in connection with Text Messaging that you shall maintain the following information on your website: (a) name, (b) address, (c) contact information, including email and telephone number, (d) VAT number (if the activity is subject to VAT), and (e) any additional information required by regulated professions. If required under applicable law, rule, or regulation, you must clearly identify the person or entity on whose behalf the SMS message was made and the existence of any promotional offers or competitions.

You acknowledge that Text Messaging may only be available in certain languages and subject to certain limitations (e.g., restrictions on use for certain types of customers or certain purposes). You agree to comply with any such restrictions or limitations.

30. Generative AI Features

Mailchimp may offer or integrate with certain artificial intelligence features as part of the Service (each, an "AI Model"), including to help you create Campaigns or other content ("Content Generation"), analyze your performance, organize Contacts, and more. For clarity, any such AI Model is part of the Service and your use of the AI Model is considered part of your use of Mailchimp.

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You are responsible for ensuring that any summary, text, instructions or other Content you make available while using the features of the AI Model (collectively, “Inputs”) are appropriate and permissible under these Terms. For the avoidance of doubt, such Inputs are “Content” for purposes of these Terms.

Use of the AI Model may result in content, materials, data, visuals, metrics, insights, optimizations, recommendations, and other output generated and/or provided by the AI Model (collectively, “Outputs”) that are inaccurate or otherwise not fit for use (including from a legal and/or business perspective), and Mailchimp make no warranties, express or implied that the AI Models or any Outputs are free from error or bias. You are solely responsible for such Outputs, which is also your “Content” for the purposes of these Terms. You must carefully review the resulting Outputs before you add it to a Campaign, rely on such Outputs, or otherwise use such Outputs to ensure everything is accurate, lawful, and otherwise appropriate and is not detrimental to Mailchimp and the general public. And, you agree to have adequate rights to use such Outputs and any Content. You shall ensure that your use of any Output does not violate the intellectual property or proprietary rights of Mailchimp or any third party. You are not required to use any such Outputs or Content, and you are free to and should modify them as appropriate to ensure compliance with these Terms. You also acknowledge and agree that any Outputs may not be protectable under copyright or other intellectual property, proprietary rights, or other law. Mailchimp makes no warranties or representations, express or implied, that the Output or other Content is protectable under any law. Where appropriate or in the event such a disclaimer is required by Mailchimp, you will include as part of any Campaign or Content that you develop using the AI Model a disclaimer to end users to communicate that the applicable Content may contain errors and should be independently verified.

Due to the nature of generative artificial intelligence, Outputs may not be unique and the AI Model may generate and/or provide the same or similar Output for you as it generates and/or provides for other users. For clarity, Outputs for other users are not considered your Content.

Without prejudice to any of our other rights, you acknowledge and agree that Mailchimp leverages certain third parties to provide AI Models, including to generate Outputs and to process and store Inputs and Outputs in private hosting environments. By using the AI Model, you authorize and agree that such third parties may access, use, and store any Inputs and Outputs pursuant to their relevant terms and privacy policies.

Without limiting Mailchimp’s rights otherwise set forth in these Terms, by using the AI Model, you hereby grant Mailchimp (and their agents, employees, officer

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independent contractors, affiliates, subsidiaries and representatives) a worldwide, non-exclusive, irrevocable, transferable, royalty-free, fully paid-up, sublicensable (through multiple-tiers) license to access, use, modify, display, publicly perform, distribute, copy, create derivatives from (including derivative works of) and process any and all Inputs and Outputs (including any intellectual property contained therein or embodied thereby) for any purpose, including to develop and improve the AI Model and for purposes stated in our **Global Privacy Statement**.

We may use your Inputs and Outputs, including Customer Data, for machine learning purposes in order to develop and improve the AI Model, the Services, and similar products and features, and you instruct us to process Customer Data for such purposes. You may select preferences about your data by visiting your account settings.

You acknowledge that AI Models may only be available in certain languages and subject to certain limitations (e.g., restrictions on use for certain types of customers or for certain purposes). You agree to comply with any such restrictions or limitations. Mailchimp may modify, suspend, discontinue, or further limit use of the AI Model at any time (without any notice to you). We may limit, suspend, or terminate an AI Model or your participation in or access to the AI Model at any time, with or without cause, and we may suspend or terminate your Mailchimp account if you violate any of our terms or policies. If we do any of the foregoing, we are not in any way liable to you for any modification, suspension, termination, discontinuation, or limitation. Without limitation, the laws and regulations governing artificial intelligence and related technology are uncertain and evolving, and the ability to use the AI Model and/or Outputs may be adversely impacted in the future.

You agree to use the AI Model in (and any Outputs) in full compliance with these Terms and in accordance with Mailchimp's **Acceptable Use Policy**.

31. Notice to U.S. Government End Users

The Software and the Mailchimp Site, including all documentation, are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, and consist of "Commercial Computer Software" and "Commercial Computer Software Documentation." The Commercial Computer Software and Commercial Computer Software Documentation are licensed to U.S. government end users:

- only as Commercial Items,
- with the same rights as all other end users, and
- according to the Terms.

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Published and unpublished rights are reserved under the copyright laws of the United States. The manufacturer is The Rocket Science Group LLC, 405 N Angier Ave. NE Atlanta, Georgia 30308.

32. Assignments

You may not assign any of your rights under the Agreement to anyone else. We may assign the Agreement and any of our rights and obligations hereunder to any other individual or entity at our discretion.

33. Choice of Law

The State of Georgia laws and the Federal Arbitration Act will govern all disputes arising out of or relating to the Service and the Agreement, regardless of conflict of laws rules.

34. Dispute Resolution

If you are a U.S. customer:

You and Mailchimp agree that, except as provided below, any dispute, claim or controversy arising out of or relating in any way to the Service or this Agreement (a "Claim") will be determined by binding arbitration or small claims court, instead of in courts of general jurisdiction.

Either you or Mailchimp can seek to have a Claim resolved in small claims court if all the requirements of the small claims court are satisfied. Either you or Mailchimp may seek to have a Claim resolved in small claims court in your county of residence or the small claims court in closest proximity to your residence, and you may also bring a claim in small claims court of Fulton County, Georgia.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision, and that you and Mailchimp are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of the Agreement and/or th your Service.

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If you elect to seek arbitration, you must first send to Mailchimp a written Notice of your Claim ("Notice of Claim"). The Notice of Claim to Mailchimp should be sent in care of our registered agent Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808. The Notice of Claim should include both the mailing address and email address you would like Mailchimp to use to contact you. If Mailchimp elects to seek arbitration, it will send, by certified mail, a written Notice of Claim to your address on file. A Notice of Claim, whether sent by you or by Mailchimp, must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific amount of damages or other relief sought.

You and Mailchimp agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost and mutually beneficial outcome. You and Mailchimp therefore agree that, after a Notice of Claim is sent but before either you or Mailchimp commence arbitration or file a claim in small claims court against the other, we will personally meet, via telephone or videoconference, in a good-faith effort to confer with each other and try to resolve informally any Claim covered by the Agreement. If you are represented by counsel, your counsel may participate in the conference as well, but you agree to fully participate in the conference. Likewise, if Mailchimp is represented by counsel, its counsel may participate in the conference as well, but Mailchimp agrees to have a company representative fully participate in the conference. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

If we do not reach an agreement to resolve the Claim within sixty (60) days after the Notice of Claim is received, you or Mailchimp may commence an arbitration proceeding by filing a Demand for Arbitration or, alternatively, by filing a Claim in small claims court. You agree that you may not commence any arbitration or file a claim in small claims court unless you and Mailchimp are unable to resolve the claim within 60 days after we receive your completed Notice of Claim and you have made a good faith effort to resolve your claim directly with Mailchimp during that time. If a Claim qualifies for small claims court, but a party commences an arbitration proceeding, you and Mailchimp agree that either party may elect instead to have the Claim resolved in small claims court, and upon written notice of a party's election, the American Arbitration Association ("AAA") will administratively close the arbitration proceeding. Any dispute about whether a Claim qualifies for small claims court shall be resolved by that court, not by an arbitrator. In the event of any such dispute, the arbitration proceeding shall remain closed unless and until a decision by the small claims court that the Claim should proceed in arbitration. You may download or copy a form of notice and a form to initiate arbitration at **www.adr.org** or by calling 1-800-778-7879. The arbitration will be conducted by the AAA before a single AAA arbitrator under the AAA's rules, which are available at **www.adr.org** or b
778-7879, except as modified by these Term. Unless Mailchimp and you a

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any arbitration hearings will take place in the county (or parish) of either your residence or of the mailing address you provided in your Notice of Claim.

The arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the State of Georgia or the state of your residence and will be selected by the parties from the AAA's National Roster of arbitrators. The arbitrator will be selected using the following procedure: (a) the AAA will send the parties a list of five candidates meeting this criteria; (b) if the parties cannot agree on an arbitrator from the list, each party shall return its list to the AAA within 10 days, striking up to two candidates, and ranking the remaining candidates in order of preference; (c) the AAA shall appoint as arbitrator the candidate with the highest aggregate ranking; and (d) if for any reason the appointment cannot be made according to this procedure, the AAA may exercise its discretion in appointing the arbitrator. The arbitrator is bound by these Terms. Except as otherwise provided below, all issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision.

You and Mailchimp agree that an administrative conference with the AAA shall be conducted in each arbitration proceeding, and you and a Mailchimp company representative shall appear at the administrative conference via telephone. If you fail to appear at the administrative conference, regardless of whether your counsel attends, the AAA will administratively close the arbitration proceeding without prejudice, unless you show good cause as to why you were not able to attend the conference.

The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The award shall be binding only among the parties and shall have no preclusive effect in any other arbitration or other proceeding involving a different party. Mailchimp will not seek to recover its attorneys' fees and costs in arbitration from you unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). Judgment on any award may be entered in any court having jurisdiction. This agreement to arbitrate shall not preclude any party to the arbitration from at any time seeking injunctions or other forms of equitable relief in aid of arbitration from a court of appropriate jurisdiction including whether a Demand for Arbitration is filed in violation of these Terms.

Unless you or Mailchimp seek to have a Claim resolved in small claims court, the arbitrator shall determine all issues of liability on the merits of any Claim asserted by you or Mailchimp and may award declaratory or injunctive relief only in favor of

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party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or Mailchimp prevail on a Claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual Claims in arbitration. Before a court of competent jurisdiction issues any public injunctive relief, it shall review the factual findings of the arbitration award on which any injunction would issue with no deference to the arbitrator.

Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. You are required to pay AAA's initial filing fee, but Mailchimp will reimburse you for this filing fee at the conclusion of the arbitration to the extent it exceeds the fee for filing a complaint in a federal or state court in your county of residence or in Fulton County, Georgia. If the arbitrator finds that either the substance of your Claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules and Mailchimp will not reimburse your initial filing fee. You and Mailchimp agree that the AAA has discretion to modify the amount or timing of any administrative or arbitration fees due under the AAA Rules where it deems appropriate, provided that such modification does not increase the AAA fees to you or Mailchimp, and you and Mailchimp waive any objection to such fee modification.

You and Mailchimp agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Further, if you have elected arbitration, unless both you and Mailchimp agree otherwise, the arbitrator may not consolidate any other person's Claims with your Claims and may not otherwise preside over any form of a representative or class proceeding. If Mailchimp believes that any Claim you have filed in arbitration or in court is inconsistent with the limitations in this paragraph, then you agree that Mailchimp may seek an order from a court determining whether your Claim is within the scope of the Class Action Waiver. If this Class Action Waiver is found to be unenforceable, then the entirety of this Dispute Resolution Section shall be null and void.

35. Force Majeure

We won't be held liable for any delays or failure in performance of any part of the Service from any cause beyond our control. This includes, but is not limited to, a

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changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, unusually severe weather conditions, and acts of hackers or third-party internet service providers.

36. Survivability

Even if the Agreement is terminated, the following sections will continue to apply: Feedback and Proprietary Rights, Compliance with Laws, Limitation of Liability, No Warranties, Indemnity, Dispute Resolution, Choice of Law, Severability, and Entire Agreement.

37. Severability

If it turns out that a section of these Terms isn't enforceable, then that section will be removed or edited as little as required, and the rest of the Agreement will still be valid.

38. Interpretation

The headers and sidebar text are provided only to make these Terms easier to read and understand. The fact that we wrote these Terms won't affect the way the Agreement is interpreted.

39. Waiver

If we don't immediately take action on a violation of these Terms, we're not giving up any rights under the Terms, and we may still take action at some point.

40. No Changes in Terms at Request of Member

Because we have so many Members, we can't change these Terms for any one Member or group.

41. Further Actions

You'll provide all documents and take any actions necessary to meet your obligations under these Terms.

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42. Notification of Security Incident

If we become aware of a security incident related to our systems or databases that contain personal information of you or your contacts, we'll notify you if required by law. In that event, we'll also provide you with information about that incident so that you can evaluate the consequences to you and any legal or regulatory requirements that may apply to you, unless we're prevented from doing so by legal, security or confidentiality obligations. Notifying you of a security incident or cooperating with you to respond to one will not be deemed an acknowledgement or assumption of any liability or fault of Mailchimp for such incident.

43. Beta Services

From time to time, (i) we may invite you to try products or features related to our Service that are not generally available to all of our Members or the public or (ii) we may release products or features related to our Service that are identified in the App as beta, preview, pilot, limited release, or by a similar designation (collectively, "Beta Services"). Beta Services may be provided for evaluation or testing purposes only, and, therefore, may contain bugs or errors, and may not be as reliable as other features of the Service. The Beta Services are provided as-is. Your use of such features may include additional rules or restrictions that we may place on their use. We may discontinue Beta Services at any time in our sole discretion, and we may decide not to make Beta Services generally available. For the avoidance of doubt, Beta Services are a part of the Service, and, therefore, are subject to the terms of the Agreement, including, without limitation, Sections 23 and 24.

44. Notices

Any notice to you will be effective when we send it to the last email or physical address you gave us or when posted on our Mailchimp Site. Please note that, for purposes of providing notice, we may use any email or physical address within your account, including contact information associated with an account's primary contact, billing contact, owner profile, or any other profile or seat associated with the account. Any notice to us will be effective when delivered to us along with a copy to our legal counsel: Attn. Legal Department, Intuit Mailchimp, 405 N Angier Ave. NE Atlanta, Georgia 30308, or any addresses as we may later post on the Mailchimp Site.

45. Entire Agreement

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The Agreement, including these Terms and any Additional Terms you've agreed to by enabling any Add-ons, make up the entire agreement between us in relation to its subject matter and supersede all prior agreements, representations, and understandings. Any Additional Terms will be considered incorporated into the Agreement when you activate or use the corresponding Add-on or feature of the Service.

Where there's a conflict between these Terms and the Additional Terms, the Additional Terms will control to the extent of the conflict.

Congratulations! You've reached the end.

Updated October 10, 2025 and effective as of October 10, 2025.