

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

24-298

SAP Number

Innovation and Technology Department

Department Contract Representative Telephone Number Jeremiah Thomas (909) 388-0641

Contractor SMTP2GO, Inc.
Contractor Representative N/A
Telephone Number N/A
Contract Term Beginning on April 21, 2026, and continuing until terminated by either party.
Original Contract Amount N/A
Amendment Amount N/A
Total Contract Amount N/A
Cost Center 1200604048

Briefly describe the general nature of the contract: Non-financial Terms of Service, including non-standard terms, with SMTP2GO, Inc. for email delivery services beginning on April 21, 2026, and continuing until terminated by either party.

FOR COUNTY USE ONLY

Approved as to Legal Form

Kaleigh Ragon, Deputy County Counsel

Date

4/15/26

Reviewed for Contract Compliance

▶

Date

Reviewed/Approved by Department

▶

Date

Terms of Service

These terms of service spell out what you can expect from us, *Sand Dune Mail Ltd*, and what we expect from you, the user of the *SMTP2GO service* (the service). If you agree to what you read below, you should tick the checkbox indicating this on the signup page for the service.

1. Acceptable Use

When sending an email, your recipient must be either someone with whom you have a personal or professional relationship, or is a customer, member or subscriber of your business or organization, or who has specifically asked to receive your emails by opting in or signing up in some way, or someone who has bought a product or service from you in the past 18 months. We also have acceptable use terms for SMS messaging.

We have strict rules for sending to mailing lists. The following rules must be followed when sending to a mailing list:

1. Lists must be 100% opt-in. This means that you must have obtained the permission of your recipients to send them emails. Examples of lists that are not allowed are purchased lists, email addresses scoured from the Internet, and marketing leads (including lists built via LinkedIn or obtained from a 3rd party).
2. In addition, lists must be up-to-date, and have had emails sent to them recently (within the previous 3 months). We closely monitor the percentage of bouncing email addresses and take action where necessary.
3. You must not use the service to 'clean' your mailing list. Cleaning your mailing list means testing the validity of email addresses by sending to those addresses when you know or suspect a list is out of date or contains a high proportion of invalid addresses.
4. An opt-out (unsubscribe) link must be placed at the bottom of each email which will allow the recipients to immediately remove themselves from the mailing list.
5. Emails must not contain content related to the industries mentioned below.

You must also NOT use the service to send emails that contain content related to the following industries or activities. Such emails, even if 'opt-in', generate a high proportion of complaints and could jeopardise our service for all of our users.

- Pornographic or adult content
- Adult novelty items
- Dating or escort services
- Multi-level marketing
- Affiliate marketing or CPA marketing
- Keylogging
- Get-rich-quick, work-at-home schemes or paid surveys
- Online trading, forex trading, or stock market related content
- Bulk or promotional emails advertising gambling

- Online sweepstakes, sweepstakes casinos, and online casinos
- Green card lotteries
- Streaming TV services
- Credit repair, get-out-of-debt content
- Advertising your CV
- Mortgages and/or loans (without prior approval)
- Herbal highs or herbal incense
- Nutritional supplements, herbal supplements or vitamin supplements
- The marketing of prescription pharmaceuticals (without prior approval)
- Promotional emails about anabolic steroids
- List brokers or list rental services
- Selling leads (without prior approval)
- Essay writing services
- Fortune telling
- Bulk RFQ (request for quote) emails
- Bulk class action emails
- Invitations to submit articles to scientific journals
- Designer goods (without prior approval)
- Fake phishing emails for a 'training exercise' or penetration testing
- Selling followers, likes, views or comments on social media
- Emails sent to external email-to-SMS services exceeding 100 messages per month, and none for marketing purposes
- Unsolicited marketing email (i.e. without proper permission from recipients)

We have a strict policy against spamming. We forbid the use of the service to send unsolicited mass emails or unsolicited emails of any kind. We reserve the right to terminate your account "for cause" if we deem you to be in violation of our anti-spamming policies. We also reserve the right to suspend your account pending review upon receipt of any complaint or other evidence that you may be engaging in any spamming activity, or if we believe your account has a high risk of affecting our sender reputation.

You must also NOT use the service to a) knowingly send emails containing viruses, worms, or any other harmful code or software, b) send defamatory, harmful, abusive, vulgar or obscene content or material, c) send emails that are not in compliance with all applicable laws, or that do infringe upon the rights of any other party, including but not limited to copyrights, trademarks, privacy rights, moral rights, trade secrets, patents and any other rights d) harass or send threatening content.

You must also NOT use the service in a manner that substantially reduces performance for other subscribers, send "mailbombs" or other harmful devices, or engage in activity designed to gain unauthorized access to any of our computers or information.

You must also NOT use the service to send emails from email addresses which you do not have permission to use or which are not valid, or send from invalid email addresses for the purposes of testing your account.

You must also NOT use the service to auto-forward emails originally sent by 3rd parties. You must have full control of the content and quality of emails sent.

In the event that we deem you to be in violation of any of these policies, we shall immediately suspend your account and take further action as deemed necessary, including pursuing legal action.

2. Access and Service

Your access to the service depends on the level of access you select. You may change or discontinue your account at any time. We reserve the right to modify, suspend or terminate access to the service on our system at any time for any reason without notice or refund, including the right to require you to change your password. We also reserve the right to delete all program and data files associated with your account and/or other information you have on our system. For the purposes of calculating monthly email usage, an email sent to multiple recipients counts as multiple emails. For example, an email sent to 2 recipients, and CC'd to 3 other recipients, counts as 5 emails.

3. Free Plan Accounts

Free plan accounts are primarily for trial purposes and for sending low amounts of email. Businesses must not create more than 10 free plan accounts.

4. Service Level Agreement

We guarantee that the service will be functioning 100% of the time in a given month, excluding scheduled maintenance. We will credit your account 5% of the monthly fee for each 30 minutes of downtime, up to 100% of your monthly fee. To receive an SLA credit, SMTP2GO customers must contact our support team.

5. Fees and Payment

We will charge you a monthly or yearly fee (depending on which payment frequency you choose) for using the service. You can cancel your account at any time, but you will remain liable for all charges up to that time. We reserve the right to change our fees at any time without advance warning. If a refund is requested within the first 30 days, a full refund will be granted.

6. Limitation of Liability

You must bear the risk of any liability relating to your use of the service. YOUR USE OF THE SERVICE IS ENTIRELY AT YOUR SOLE RISK. WE WILL NOT BE RESPONSIBLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT OR INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES YOU MAY INCUR IN CONNECTION WITH OUR SYSTEM, YOUR USE THEREOF OR ANY OF THE DATA OR OTHER MATERIALS TRANSMITTED THROUGH OR RESIDING ON OUR SYSTEM, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF WE HAVE ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

7. Indemnity

You shall defend and indemnify us and hold us harmless from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees), relating to any acts by you or materials or information transmitted by you in connection with the service, leading wholly or partially to claims against us or our system by other subscribers or third parties, regardless of the type of claim or the nature of the cause of action.

8. Disclaimers of Warranty

THE SERVICE IS PROVIDED "AS IS" AND WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY OTHER WARRANTY, CONDITION, GUARANTEE, OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE SERVICE.

9. Choice of Law

You agree that this Agreement shall for all purposes be governed by and construed in accordance with the laws of New Zealand and that any action arising out of this Agreement shall be litigated and enforced under the laws of New Zealand. In addition, you agree to submit to the jurisdiction of the courts of New Zealand, and that any legal action pursued by you shall be within the exclusive jurisdiction of the courts of New Zealand.

10. Acknowledgement

This Agreement represents the entire understanding between you and us regarding your relationship to us and supersedes any prior statements or representations.