

Terms and Conditions

Proiga Email Marketing & CRM Platform

Effective Date: March 11, 2026

1. Acceptance of Terms

These Terms form a legally binding agreement between you and Proiga ("Proiga," "Company," "we," "us," or "our") governing your access to and use of the Proiga website, application, platform, APIs, integrations, content, reports, support, and related services (collectively, the "Platform" or "Services"). If you use the Platform on behalf of a company, organization, or other legal entity, you represent and warrant that you have authority to bind that entity, and "you" means both you individually and that entity.

2. Definitions

For purposes of these Terms:

- "Account" means any registered account used to access the Platform.
- "Customer Data" means all data, content, contact records, files, campaign content, prompts, templates, text, images, recipient information, configuration, and other information submitted to, uploaded to, imported into, generated through, or processed through the Platform by or for you.
- "Order Form" means any online checkout, subscription page, pricing page, quote, invoice, proposal, statement of work, or other ordering document accepted by you and Proiga.
- "Authorized User" means an employee, contractor, or representative that you permit to access the Platform under your Account.
- "Third-Party Service" means any third-party software, mail provider, SMTP relay, hosting provider, analytics tool, CRM, payment processor, or other service or integration that interoperates with the Platform.
- "Applicable Law" means any law, regulation, rule, code, order, guidance, or industry requirement applicable to your use of the Platform, your Customer Data, your communications, or your business.

3. Eligibility and Authority

3.1 You must be at least eighteen (18) years old and legally capable of entering into a binding contract.

3.2 You may use the Platform only for lawful business purposes and only in jurisdictions where such use is lawful.

3.3 You represent and warrant that neither you, nor any Authorized User, nor any person or entity that owns or controls you, is subject to sanctions, export restrictions, denied-party restrictions, or other legal prohibitions that would make the Services unavailable or unlawful.

3.4 You are solely responsible for ensuring that your use of the Platform complies with all Applicable Law in every jurisdiction relevant to you, your recipients, your senders, your data, and your activities.

4. Account Registration and Security

4.1 You must provide accurate, current, and complete information when creating an Account and keep such information updated.

4.2 You are responsible for all activities that occur under your Account, including activities of Authorized Users.

4.3 You must maintain the confidentiality of login credentials, API keys, tokens, and access methods. You must notify Proiga immediately of any unauthorized access, credential compromise, or suspected security incident.

4.4 Proiga may refuse registration, suspend access, or reclaim usernames at any time for security, operational, legal, compliance, or risk reasons.

5. Scope of Services

5.1 Proiga provides software tools and related services for email marketing, outreach workflows, CRM functions, contact management, automation, reporting, analytics, integrations, and related operational support.

5.2 Features may vary by plan, region, infrastructure, beta status, or technical limitations.

5.3 Proiga may modify, improve, replace, suspend, or discontinue any feature, functionality, integration, interface, or part of the Platform at any time, with or without notice, subject to Applicable Law.

5.4 Certain features may be designated beta, pilot, preview, experimental, or similar. Such features are provided as-is, may be changed at any time, may be unreliable, and may be subject to additional limits.

6. Customer Responsibilities

You are solely responsible for:

- all Customer Data;
- the legality, accuracy, quality, integrity, and reliability of Customer Data;
- obtaining and maintaining all rights, consents, notices, permissions, and lawful bases required to collect, upload, store, use, process, and send Customer Data and communications through the Platform;
- maintaining evidence of consent, suppression lists, preferences, unsubscribe records, sender identity accuracy, and all other compliance records required by Applicable Law;
- reviewing and honoring unsubscribe requests, opt-out requests, do-not-contact requests, and data subject requests where required by Applicable Law;
- ensuring that all messages, campaigns, and workflows comply with applicable anti-spam, privacy, consumer protection, advertising, telecommunications, and data protection laws;
- all statements, claims, offers, promises, promotions, and representations made in your communications; and
- all acts and omissions of your Authorized Users, contractors, agencies, affiliates, list vendors, and other persons acting on your behalf.

7. Prohibited Uses

You shall not, and shall not permit any third party to:

- use the Platform for unlawful, fraudulent, deceptive, harassing, abusive, defamatory, obscene, infringing, or harmful purposes;
- upload, send, or process purchased lists, scraped contacts, harvested email addresses, role accounts, or data obtained without a lawful basis where

prohibited by Applicable Law or where likely to create deliverability, compliance, or reputational risk;

- transmit malware, viruses, destructive code, or harmful content;
- interfere with, disrupt, or compromise the Platform or any Third-Party Service;
- attempt to gain unauthorized access to systems, accounts, or data;
- reverse engineer, decompile, disassemble, or attempt to derive source code except to the extent such restriction is prohibited by law;
- copy, mirror, frame, resell, sublicense, rent, lease, or exploit the Platform except as expressly permitted;
- use the Platform to compete with Proiga or build a competing product using the Platform or confidential information;
- bypass usage limits, rate limits, or technical restrictions;
- misrepresent sender identity, origin, headers, domains, routing information, or campaign purpose;
- send campaigns or use workflows that create excessive bounce rates, spam complaints, blocklisting risk, recipient confusion, or operational harm; or
- use the Platform in any manner that could expose Proiga, its infrastructure, or its providers to legal, regulatory, financial, or reputational risk.

8. Compliance, Consent, and Messaging Rules

8.1 You acknowledge that Proiga provides a technology platform only and does not provide legal advice.

8.2 You are solely responsible for determining whether you have the lawful basis, consent, notice, and permissions necessary for each contact, campaign, workflow, and jurisdiction.

8.3 You must not rely on the Platform as proof of compliance. Platform tools may assist administration but do not replace your legal obligations.

8.4 You must maintain and provide, upon reasonable request by Proiga, records sufficient to demonstrate compliance, including list source, consent records, notices, sender identity, suppression records, complaint handling, and campaign purpose.

8.5 Proiga may monitor complaint rates, bounce rates, blocklist events, abuse reports, recipient responses, and related signals and may suspend or terminate access based on risk.

9. Third-Party Services and Deliverability

9.1 The Platform may depend on or integrate with Third-Party Services. Proiga does not control and is not responsible for Third-Party Services, including their uptime, policies, features, pricing, deliverability decisions, API changes, throttling, suspensions, or failures.

9.2 Email delivery depends on many external factors outside Proiga's control, including mailbox provider policies, recipient server rules, DNS configuration, sender domain reputation, IP reputation, authentication setup, complaint history, content, bounce rates, and recipient behavior. Proiga does not guarantee inbox placement, delivery rates, open rates, reply rates, conversions, or business outcomes.

9.3 You are solely responsible for configuring and maintaining domains, DNS, SPF, DKIM, DMARC, SMTP credentials, sending infrastructure, webhooks, integrations, and other technical settings unless Proiga expressly agrees otherwise in writing.

10. Fees, Billing, and Taxes

10.1 Fees, billing terms, usage limits, and included features are set forth in the applicable Order Form or pricing page.

10.2 Unless otherwise stated, all fees are quoted and payable in U.S. dollars and are non-cancelable and non-refundable.

10.3 Recurring subscriptions renew automatically for successive renewal terms unless canceled in accordance with the applicable cancellation terms.

10.4 You authorize Proiga and its payment processors to charge all fees, overages, taxes, and other amounts due using the payment method on file.

10.5 If payment is overdue, Proiga may suspend Services, reduce features, revoke access, or terminate the Account without liability.

10.6 Overdue amounts may accrue interest at the lesser of 1.5% per month or the maximum rate allowed by law, plus collection costs and legal fees.

10.7 Fees are exclusive of taxes, duties, levies, VAT, GST, sales tax, withholding, and similar charges. You are responsible for all such taxes except taxes based on Proiga's net income.

10.8 Chargebacks, payment disputes, or unjustified reversals may result in immediate suspension.

11. No Refunds; Credits

11.1 Except as expressly stated in an Order Form or required by non-waivable law, all payments are final and non-refundable.

11.2 Service interruptions, feature changes, deliverability issues, third-party outages, account suspensions caused by your conduct, or unmet business expectations do not entitle you to refunds.

11.3 Proiga may, in its sole discretion, issue credits, but such credits have no cash value unless expressly stated otherwise.

12. Intellectual Property

12.1 Proiga and its licensors retain all right, title, and interest in and to the Platform, including all software, workflows, interfaces, designs, models, methods, reports, documentation, know-how, and related intellectual property rights.

12.2 Subject to your compliance with these Terms and payment of applicable fees, Proiga grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right during the subscription term to access and use the Platform for your internal business purposes.

12.3 No rights are granted except as expressly stated.

12.4 You grant Proiga a worldwide, non-exclusive, royalty-free right during the term to host, copy, process, transmit, display, modify for technical purposes, and otherwise use Customer Data as necessary to provide, secure, improve, support, monitor, and enforce the Platform and these Terms.

12.5 Proiga may use aggregated and de-identified data derived from Platform usage for analytics, benchmarking, security, product improvement, and business operations, provided such data does not identify you as the source where prohibited by law or contract.

13. Feedback

If you provide suggestions, ideas, enhancement requests, recommendations, corrections, or feedback, Proiga may use them without restriction or compensation, and you irrevocably assign or waive any rights necessary to permit such use.

14. Confidentiality

14.1 Each party may receive non-public information from the other that is marked confidential or should reasonably be understood as confidential ("Confidential Information").

14.2 The receiving party shall use Confidential Information only as necessary to perform under these Terms and shall protect it using reasonable care.

14.3 Confidential Information does not include information that is or becomes public without breach, was already lawfully known, is independently developed without use of the other party's Confidential Information, or is lawfully received from a third party without confidentiality duty.

14.4 A receiving party may disclose Confidential Information where required by law, subpoena, court order, or regulatory request, provided it gives notice where legally permitted.

15. Privacy and Data Processing

15.1 Proiga's processing of personal data is subject to its Privacy Policy and, where applicable, a separate Data Processing Addendum if offered or required.

15.2 As between the parties, you are generally the controller or business responsible for determining purposes and means of your Customer Data, and Proiga acts as a processor or service provider only to the extent applicable law so provides.

15.3 You instruct Proiga to process Customer Data solely as necessary to provide the Platform, support your use, maintain security, comply with law, and enforce these Terms.

15.4 You represent and warrant that you have provided all required notices and obtained all required rights and lawful bases for Proiga to process Customer Data.

15.5 You shall not upload special categories of personal data, sensitive personal information, health data, children's data, biometric data, payment card data, government identification numbers, or other restricted data unless expressly authorized by Proiga in writing and subject to additional terms.

16. Security

16.1 Proiga will use commercially reasonable administrative, technical, and organizational measures designed to protect Customer Data against unauthorized access, disclosure, alteration, and destruction.

16.2 No method of transmission, storage, or security is completely secure. You acknowledge and accept this risk.

16.3 You are responsible for your own security configuration, backups, device security, access controls, domain settings, and credential hygiene.

17. Suspension Rights

Proiga may suspend or restrict access immediately, with or without notice, if Proiga reasonably believes:

- you breached these Terms;
- your use poses security, abuse, legal, compliance, operational, or reputational risk;
- payment is overdue;
- a third-party provider requires or pressures suspension;
- your activities generate excessive complaints, bounce rates, blocklisting, abuse reports, or infrastructure strain; or
- suspension is necessary to prevent harm, investigate misconduct, or comply with law.

18. Term and Termination

18.1 These Terms begin when you first accept them or use the Platform and continue until terminated.

18.2 You may terminate by canceling your subscription and ceasing use, subject to any minimum commitment or notice requirements in the applicable Order Form.

18.3 Proiga may terminate or suspend these Terms, any Order Form, or your access at any time for cause, and may terminate for convenience where permitted by the applicable Order Form or plan.

18.4 Upon termination, your rights to access and use the Platform immediately cease.

18.5 Proiga may delete Customer Data after termination in accordance with its retention practices, legal obligations, and technical processes. You are responsible for exporting any data you wish to retain before termination.

18.6 Sections that by nature should survive termination survive, including payment obligations, intellectual property, confidentiality, disclaimers, limitations of liability, indemnities, dispute resolution, and general provisions.

19. Disclaimer of Warranties

To the maximum extent permitted by law, the Platform, all features, all third-party integrations, and all related services are provided "as is" and "as available." Proiga disclaims all warranties, whether express, implied, statutory, or otherwise, including implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, results, quiet enjoyment, and any warranty arising from course of dealing or usage of trade. Proiga does not warrant that the Platform will be uninterrupted, error-free, secure, timely, complete, compatible, or that any data, communication, or result will be accurate, delivered, retained, or available.

20. Limitation of Liability

20.1 To the maximum extent permitted by law, Proiga shall not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or any loss of profits, revenue, goodwill, data, business opportunity, contracts, use, or anticipated savings, even if advised of the possibility.

20.2 To the maximum extent permitted by law, Proiga's aggregate liability arising out of or relating to the Platform, Services, Order Forms, or these Terms shall not exceed the total amounts paid by you to Proiga for the Services giving rise to the claim during the twelve (12) months preceding the event giving rise to liability.

20.3 The limitations in this section apply regardless of the form of action and even if any remedy fails of its essential purpose.

21. Indemnification

You shall defend, indemnify, and hold harmless Proiga, its affiliates, personnel, licensors, contractors, and providers from and against any claims, demands, actions, investigations, fines, penalties, damages, judgments, settlements, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to:

- Customer Data;
- your campaigns, messages, contacts, consents, suppression practices, sender identity, or communications;
- your breach of these Terms;
- your violation of Applicable Law;
- your infringement, misappropriation, or violation of third-party rights; or
- your fraud, misconduct, negligence, or willful acts.

22. Force Majeure

Proiga shall not be liable for delay, interruption, or failure caused by events beyond its reasonable control, including infrastructure failures, internet outages, power failures, labor disputes, natural disasters, cyberattacks, provider failures, mail provider blocks, DNS failures, governmental actions, war, terrorism, epidemic, pandemic, civil unrest, or acts of God.

23. Governing Law

23.1 These Terms are governed by the laws of the State of Texas, without regard to conflict-of-laws rules.

23.2 Any dispute arising out of or relating to these Terms or the Platform shall be submitted to the exclusive jurisdiction of the state and federal courts located in Texas, and both parties consent to personal jurisdiction in such courts.

24. Notices

24.1 Proiga may provide notices by email, dashboard message, posting on the website, or other reasonable means.

24.2 You are responsible for keeping your contact information current.

25. Changes to Terms

Proiga may modify these Terms at any time. Updated Terms become effective upon posting or as otherwise communicated. Your continued use after the effective date constitutes acceptance.

26. Assignment

You may not assign or transfer these Terms without Proiga's prior written consent. Proiga may assign these Terms without restriction in connection with a restructuring, acquisition, merger, asset sale, financing, or by operation of law.

27. Entire Agreement

These Terms, together with any Order Form, Privacy Policy, Data Processing Addendum, and other documents expressly incorporated by reference, form the entire agreement between the parties regarding the subject matter and supersede prior discussions and agreements relating to that subject matter.

28. Severability; Waiver

If any provision is held unenforceable, it shall be enforced to the maximum extent permissible and the remaining provisions remain in effect. Failure to enforce any provision is not a waiver.

29. Independent Contractors

The parties are independent contractors. These Terms do not create a partnership, franchise, joint venture, fiduciary, agency, or employment relationship.

30. Contact Information

Questions regarding these Terms should be directed to: support@proiga.com