

Terms of service.

Last updated: June 25, 2026

1. Agreement to terms

These Terms of Service ("Terms") constitute a legally binding agreement between you and **Nitrosend Pty Ltd** (ABN 87 695 919 870), a company incorporated in Australia ("Nitrosend", "we", "us", or "our"). By accessing or using the Nitrosend platform at nitrosend.com or app.nitrosend.com (the "Service"), you agree to be bound by these Terms.

If you are using the Service on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms.

2. Description of service

Nitrosend is an AI-native email marketing platform that provides transactional email, email campaigns, automation flows, audience management, and analytics. The Service is accessible via web application, API, and MCP (Model Context Protocol) integrations with AI tools including Claude, ChatGPT, Cursor, Codex, and Gemini.

3. Account registration

To use the Service, you must create an account and provide accurate, complete information. You are responsible for:

- Maintaining the confidentiality of your account credentials
- All activities that occur under your account
- Notifying us immediately of any unauthorized use of your account
- Ensuring your contact information remains current

We recommend enabling two-factor authentication for additional security.

4. Acceptable use

You agree to use the Service only for lawful purposes and in compliance with all applicable laws, including but not limited to the Australian **Spam Act 2003**, the US **CAN-SPAM Act**, the EU **General Data Protection Regulation (GDPR)**, and any other applicable anti-spam or data protection legislation.

You must not use the Service to:

- Send unsolicited bulk email (spam) or messages to recipients who have not opted in
- Send emails offering illegal goods or services
- Send deceptive, misleading, or fraudulent content
- Distribute malware, phishing attempts, or harmful content

- Harvest or collect email addresses without consent
- Impersonate any person or entity
- Violate any third party's intellectual property rights
- Send content that promotes violence, discrimination, or hatred
- Use purchased, rented, or scraped email lists

5. Fair use

You agree not to abuse the Service by flooding it with excessive data, exploiting system vulnerabilities, or using automated tools in a manner that degrades the experience for other users. We reserve the right to impose rate limits and usage restrictions to ensure fair access for all users.

6. Sending and deliverability

NitroSend provides email sending infrastructure but does not guarantee delivery to specific inboxes. Deliverability depends on factors including your sender reputation, content quality, recipient engagement, and authentication setup (SPF, DKIM, DMARC). You are responsible for maintaining healthy sending practices.

7. Bring Your Own infrastructure (BYO)

Certain plans allow you to connect your own sending infrastructure (e.g., Amazon SES, Mailgun) and AI API keys. When using BYO features:

- You are responsible for the configuration, costs, and compliance of your external services
- NitroSend is not liable for failures, costs, or issues arising from your BYO infrastructure
- You must ensure your external API keys and credentials are kept secure

8. Data and content

You retain ownership of all content and data you upload to the Service ("Your Data"). By using the Service, you grant us a limited license to process Your Data solely to provide and improve the Service. We will not sell, share, or use Your Data for advertising purposes.

You are solely responsible for the content of your emails and ensuring you have appropriate consent to contact your recipients. You must maintain proper records of consent as required by applicable law.

9. Payment and billing

Paid plans are billed monthly or annually as selected at the time of subscription. Prices are in US dollars unless otherwise stated. All fees are non-refundable except as required by Australian Consumer Law.

- Overages beyond your plan's included sends are billed at the per-send rate for your plan
- Downgrades take effect at the end of the current billing period
- We may change pricing with 30 days' notice

10. Termination

You may close your account at any time via the application settings or by contacting us. We may suspend or terminate your account immediately if:

- You breach these Terms or our Acceptable Use policy
- Your sending activity generates excessive complaints or bounces
- We are required to do so by law
- Your account has been inactive for more than 12 months

Upon termination, you may request an export of Your Data within 30 days. After 30 days, we may delete Your Data in accordance with our [Privacy Policy](#).

11. Limitation of liability

To the maximum extent permitted by law, Nitrosend's total liability to you for any claims arising from or related to the Service is limited to the amount you paid us in the 12 months preceding the claim. We are not liable for indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, or business opportunities.

Nothing in these Terms excludes or limits liability that cannot be excluded under Australian Consumer Law.

12. Indemnification

You agree to indemnify and hold harmless Nitrosend, its directors, employees, and agents from any claims, losses, or damages arising from your use of the Service, your content, or your violation of these Terms or applicable law.

13. Service availability

We aim to provide the Service with high availability but do not guarantee uninterrupted access. We may perform scheduled maintenance with reasonable notice. We are not liable for downtime caused by factors outside our control.

14. Third-party services

The Service may contain links to or integrations with third-party services. We are not responsible for the content, terms, or practices of third-party services. Your use of third-party services is at your own risk and subject to their respective terms.

15. Intellectual property

The Service, including its software, design, branding, and documentation, is owned by Nitrosend and protected by intellectual property laws. You may not copy, modify, distribute, or reverse-engineer any part of the Service without our written consent.

16. Customer references and publicity

By signing up for an account and using the Service, you grant NitroSend permission to identify you as a customer and to use your business name, logo, and brand marks in our marketing and promotional materials, including our website, case studies, presentations, and social media.

Customers on a paid plan may opt out of this permission at any time by emailing contact@nitroSend.com. This opt-out is available to paid plans only and does not apply to accounts on free plans.

17. Changes to terms

We may update these Terms from time to time. For material changes, we will provide at least 30 days' notice via email or in-app notification. Continued use of the Service after changes take effect constitutes acceptance of the updated Terms.

18. Governing law

These Terms are governed by the laws of the State of Victoria, Australia. Any disputes arising from these Terms will be subject to the exclusive jurisdiction of the courts of Victoria, Australia.

19. Contact

For questions about these Terms, contact us at contact@nitroSend.com.

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