

## **ALPACARELAY LLC COMPLIANCE BINDER**

AlpacaRelay LLC Domain: [alpacarelay.com](https://alpacarelay.com) Support: [support@alpacarelay.com](mailto:support@alpacarelay.com) Last Updated: May 5, 2026

This Compliance Binder consolidates AlpacaRelay LLC's key customer-facing and data protection documents, including Terms of Service, Privacy Policy, and Data Processing Addendum, governing use of the AlpacaRelay platform and related services.

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# TERMS OF SERVICE

Last Updated: May 5, 2026

These Terms of Service ("Terms") govern your access to and use of the AlpacaRelay platform and related services (the "Service"). By accessing or using the Service, you agree to be bound by these Terms. If you are using the Services on behalf of an organization, the term "you" refers to such organization.

**IMPORTANT:** BY CLICKING "SIGN UP," "LOG IN," OR SIMILAR WORDING TO CREATE AN ACCOUNT, BY USING FREE TRIAL VERSIONS OF ANY SERVICE THAT INCORPORATES THESE TERMS BY REFERENCE, COMPLETING THE REGISTRATION PROCESS, OR USING THE SERVICE, YOU AGREE TO THESE TERMS; IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT CLICK TO CREATE AN ACCOUNT, COMPLETE THE REGISTRATION PROCESS, CREATE OR UTILIZE ANY CONTENT PRODUCED USING THIS SERVICE, OR USE THE SERVICES.

The Service is operated by AlpacaRelay LLC, a New Hampshire limited liability company ("AlpacaRelay," "Provider," "we," "us," or "our").

**1. Eligibility** You must be at least 18 years old to use the Service. Our Services are not designed for or marketed to children under 18.

**2. Accounts** You are responsible for maintaining the confidentiality of your account credentials and for all activity under your account. If you lose your credentials (including deleting or losing access to your email), you may not be able to restore access to your account and Your Content.

You represent that you have the authority to bind the organization to these Terms.

**3. Subscriptions and Billing** We offer free, freemium, monthly, and annual subscription plans. Paid subscriptions automatically renew unless canceled prior to renewal. Cancellation is effective at the end of the current billing period. No refunds are provided except where required by law.

We may change subscription fees or plans upon reasonable notice. Changes will apply at the next renewal unless otherwise stated.

Payments are processed by third-party payment processors such as Stripe. We do not store credit card information.

We may choose to make certain Services available to you for free, including as a trial or promotion (“Free Services”). Further, Provider may invite you to try new features or functionality not generally available to users (“Beta Services”). Free Services and Beta Services are for evaluation purposes only. Provider may discontinue Free Services and Beta Services at any time and may never make Beta Services generally available. FREE SERVICES AND BETA SERVICES ARE PROVIDED “AS IS” AND WITHOUT ANY SERVICE LEVEL OR SUPPORT COMMITMENT.

**4. Acceptable Use** You may not use the Service for unlawful, deceptive, or spam-related activity, or to develop competing AI systems. You agree that you will not, and will not permit any third party to, do any of the following, directly or indirectly:

***(i) Unauthorized distribution or access.***

Distribute, resell, sublicense, lease, assign, or otherwise make the Services available to any third party except as expressly permitted by these Terms or applicable subscription terms, including through account sharing, time-sharing, service bureau arrangements, or similar access models.

***(ii) Reverse engineering and extraction.***

Reverse engineer, decompile, disassemble, translate, adapt, or otherwise attempt to derive the source code, underlying models, algorithms, prompts, workflows, system logic, or structure of the Services or any software or AI systems used to provide the Services, except to the extent such restriction is prohibited by applicable law.

***(iii) Circumvention of safeguards.***

Bypass, disable, interfere with, or otherwise circumvent any technical limitations, usage controls, access restrictions, security features, rate limits, or protective measures implemented in or around the Services.

***(iv) Credential sharing and automated access.***

Share login credentials with any other person or entity, or access or operate the Services using any automated system, including bots, scripts, scrapers, spiders, offline readers, or similar technologies, except as expressly authorized in writing by AlpacaRelay.

***(v) Illegal, abusive, or harmful use.***

Use the Services to create, host, transmit, distribute, or otherwise support content or activity that is unlawful, fraudulent, deceptive, abusive, harassing, threatening, defamatory, obscene, hateful, discriminatory, or harmful, or that facilitates malware, phishing, spam, or other malicious code or behavior.

***(vi) Email and marketing law violations.***

Use the Services in violation of applicable marketing, advertising, or privacy laws, including but not limited to CAN-SPAM, GDPR, CASL, or similar regulations, or to generate or distribute unsolicited, misleading, or non-consensual communications. Without limiting the foregoing, you may not use any Connected Account feature to send cold email, unsolicited commercial messages, or emails to recipients sourced from scraped, purchased, or otherwise non-consented lists. All emails sent through a Connected Account must be to recipients who have provided express or implied consent to receive communications from you. AlpacaRelay reserves the right to suspend or terminate your access to the Connected Account feature, without notice, if we reasonably determine that your use poses legal, reputational, or operational risk to AlpacaRelay or its users, including risk arising from violations of provider terms of service.

***(vii) Competitive or model-training use.***

Use the Services, Outputs, or any access thereto to develop, train, benchmark, validate, or enhance a competing product, service, model, or offering, including any competing AI or content-generation system.

***(viii) Service interference or abuse.***

Interfere with, disrupt, overburden, degrade, or impair the integrity, performance, or availability of the Services or any related systems, networks, or infrastructure, including through excessive usage, load testing without authorization, or denial-of-service-type activities.

***(ix) Misrepresentation and impersonation.***

Misrepresent your identity, affiliation, or authority, impersonate any person or entity, or falsely imply endorsement, sponsorship, or association with AlpacaRelay or any third party.

***(x) Rights violations.***

Infringe, misappropriate, or otherwise violate the intellectual property, privacy, publicity, or other legal rights of any person or entity.

***(xi) Attempted violations.***

Attempt, encourage, assist, or enable any of the foregoing prohibited activities.

**ENFORCEMENT OF ACCEPTABLE USE:** AlpacaRelay reserves the right to monitor usage of the Services and to suspend or terminate access, without notice, if we reasonably believe a violation of this Section has occurred or if such use poses legal, security, or operational risk.

**5. Intellectual Property** You retain all right, title, and interest in and to any content, data, or materials you submit to the Service (“Inputs”). Subject to your compliance with these Terms, you own the content generated for you by the Service based on your Inputs (“Outputs”). AlpacaRelay does not claim ownership of Inputs or Outputs. Outputs may not be unique and similar content may be generated for other users.

AlpacaRelay exclusively owns and retains all right, title, and interest in and to the Service and all underlying and related technology, including without limitation all software, artificial intelligence and machine-learning models, algorithms, training methodologies, prompts, workflows, system logic, user interfaces, documentation, and any updates, enhancements, improvements, or derivative works thereof.

You hereby grant AlpacaRelay a non-exclusive, worldwide, royalty-free, irrevocable license to host, store, process, reproduce, analyze, and otherwise use Inputs and Outputs for the purposes of: (i) providing and supporting the Service; (ii) improving, training, fine-tuning, and enhancing AlpacaRelay’s models and services; (iii) internal research, analytics, and benchmarking; and (iv) in anonymized or sanitized form, marketing and promotional activities.

Notwithstanding any other provision of these Terms, AlpacaRelay will not use data obtained via your connected Google account — including email content transmitted through the Gmail API — to train, fine-tune, benchmark, or otherwise improve any AI or machine learning model. This restriction applies regardless of whether such data is anonymized or aggregated.

Except as expressly permitted under these Terms, you may not use the Service, Inputs, Outputs, or any portion thereof to develop, train, validate, or operate a competing product, service, or artificial intelligence system.

If you provide suggestions or feedback, AlpacaRelay may use them without restriction or compensation.

All rights not expressly granted to you are reserved by AlpacaRelay.

**6. Connected Email Accounts** AlpacaRelay allows you to connect a Gmail account to send emails directly from your own address (“Connected Account”). By

connecting an account, you authorize AlpacaRelay to send emails on your behalf through that account via OAuth 2.0.

**Scope of access.** AlpacaRelay requests only the `gmail.send` scope, which permits sending email on your behalf. AlpacaRelay does not read, modify, or access any other content of your Gmail mailbox, including incoming messages, drafts, labels, or contacts.

**Credential storage.** OAuth tokens associated with your Connected Account are stored in an encrypted vault managed by Nango, a third-party OAuth infrastructure provider. AlpacaRelay does not store raw OAuth credentials in its own systems.

**Disconnection and deletion.** You may disconnect your Connected Account at any time from Settings → Connected Apps. Upon disconnection, AlpacaRelay will revoke your token at the provider's endpoint and delete it from Nango's vault. Tokens and associated metadata will be permanently deleted within 90 days of disconnection or account deletion.

**Fallback.** If your Connected Account is disconnected, revoked, or otherwise unavailable, AlpacaRelay will automatically fall back to sending emails via its standard email service provider infrastructure.

**No guarantee of deliverability.** While sending from your own account typically improves deliverability, AlpacaRelay makes no representations or warranties regarding delivery rates, inbox placement, or provider-imposed rate limits associated with your Connected Account.

**7. AI-Generated Content and Limitations** The Service leverages artificial intelligence to generate email marketing templates and related content (“Outputs”) based on inputs provided by users (“Inputs”). Due to the nature of artificial intelligence, Outputs may contain errors, omissions, or unintended results and may not reflect current law, best practices, or regulatory requirements. Outputs may be based on incomplete, outdated, or generalized information and may not reflect industry-specific requirements.

You acknowledge that Outputs are generated without human review unless expressly stated otherwise and may require substantial modification before use.

You acknowledge and agree that you are solely responsible for reviewing, editing, and validating all Outputs before use, including ensuring compliance with applicable marketing, privacy, and consumer protection laws. AlpacaRelay makes no representations or warranties regarding the accuracy, legality, or fitness of any Outputs for a particular purpose.

**8. Disclaimers**The Service is provided “as is” and “as available,” without warranties of any kind. To the maximum extent permitted by law, AlpacaRelay disclaims all express and implied warranties, including warranties of merchantability, fitness for a particular purpose, and non-infringement.

AlpacaRelay does not warrant that the Service will be uninterrupted, secure, error-free, or free of harmful components, or that any Outputs generated through the Service will be accurate, complete, or suitable for your intended use.

AlpacaRelay shall not be liable for delays or failures caused by events beyond its reasonable control, including acts of God, internet outages, labor disputes, or failures of third-party services.

The Service and Outputs do not constitute legal, regulatory, marketing, or professional advice.

AlpacaRelay is not responsible for third-party services or integrations and disclaims all liability arising from their use.

**9. Limitation of Liability**To the maximum extent permitted by law, in no event shall AlpacaRelay be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including loss of profits, revenue, data, or business, arising out of or related to the Service, whether based on contract, tort, or any other legal theory, even if AlpacaRelay has been advised of the possibility of such damages.

In no event shall AlpacaRelay’s total aggregate liability arising out of or related to the Service exceed the greater of: (a) the amounts paid by you to AlpacaRelay in the twelve (12) months preceding the event giving rise to the claim; or (b) one hundred dollars (\$100).

THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, STATUTE, OR OTHERWISE. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL LIMIT EITHER PARTY’S LIABILITY FOR: (I) FRAUD OR FRAUDULENT MISREPRESENTATION; (II) WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; OR (III) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE TO THE EXTENT SUCH LIMITATION IS PROHIBITED BY APPLICABLE LAW.

## **10. Indemnification**

You agree to indemnify, defend, and hold harmless AlpacaRelay and its officers, directors, employees, and agents from and against any third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to:

- (i) your use of the Service;
- (ii) your Inputs or use of Outputs; or
- (iii) your violation of these Terms or applicable law.

## **11. Governing Law and Dispute Resolution** PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY TRIAL.

These Terms and any dispute arising out of or relating to the Service shall be governed by the laws of the State of New Hampshire, without regard to its conflict of laws principles, except to the extent the Federal Arbitration Act applies to the arbitration provisions below.

**Informal Resolution.** Before initiating arbitration, the party asserting a dispute must first provide written notice to the other party describing the nature of the dispute and the relief sought. The parties will attempt in good faith to resolve the dispute informally for a period of thirty (30) days following such notice. If the dispute is not resolved within that period, either party may proceed to arbitration as described below. This informal resolution requirement does not apply to requests for emergency injunctive or equitable relief.

**Mandatory Arbitration.** Except as provided below, any dispute, claim, or controversy arising out of or relating to these Terms, the Service, or the breach, termination, enforcement, interpretation, or validity of these Terms — including the determination of the scope or applicability of this arbitration agreement — shall be resolved by final and binding individual arbitration, rather than in court.

**Arbitration Rules and Administrator.** The arbitration shall be administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules (or, if applicable, its Consumer Arbitration Rules), available at [www.adr.org](http://www.adr.org). The arbitrator shall apply New Hampshire law consistent with the Federal Arbitration Act and applicable statutes of limitations. If the amount in dispute does not exceed \$25,000, the arbitration may, at either party’s election, be conducted entirely by written submissions. For disputes exceeding \$25,000, hearings shall be conducted in Hillsborough County, New Hampshire, or by remote means if agreed by both parties.

**Class Action Waiver.** ALL DISPUTES SHALL BE ARBITRATED OR LITIGATED SOLELY ON AN INDIVIDUAL BASIS. YOU AND ALPACARELAY EACH WAIVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION, CLASS-WIDE ARBITRATION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR REPRESENTATIVE PROCEEDING OF ANY KIND. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS PROCEEDING. If this class action waiver is found unenforceable with respect to any dispute,



then the mandatory arbitration provision shall not apply to that dispute, and that dispute shall be resolved in the courts of the State of New Hampshire.

**Injunctive Relief Carve-Out.** Notwithstanding the foregoing, either party may seek temporary, preliminary, or emergency injunctive or other equitable relief from a state or federal court of competent jurisdiction located in New Hampshire to protect intellectual property, confidential information, or data security, or to compel arbitration or confirm an arbitration award. Each party irrevocably consents to the personal jurisdiction and exclusive venue of such courts for those limited purposes.

TO THE EXTENT ANY DISPUTE IS PERMITTED TO PROCEED IN COURT RATHER THAN IN ARBITRATION, EACH PARTY KNOWINGLY AND IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY.

## 12. Modifications to Terms

We may update these Terms from time to time. Updated Terms will be posted on our website with a revised “Last Updated” date. Your continued use of the Service after the effective date of any change constitutes your acceptance of the updated Terms. If you do not agree to updated Terms, you must stop using the Service and cancel your account.

**13. Termination** AlpacaRelay may suspend or terminate your access to the Service at any time if you violate these Terms, fail to pay applicable fees, or if your use poses legal, security, or operational risk. You may stop using the Service at any time. Upon termination, your right to access the Service will cease, but provisions that by their nature should survive termination shall survive.

## 14. General Provisions

**(a) Entire Agreement.** These Terms, together with the Privacy Policy and, if applicable, the Data Processing Addendum, constitute the entire agreement between you and AlpacaRelay regarding the Service and supersede all prior agreements or understandings, written or oral.

**(b) Severability.** If any provision of these Terms is found invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be modified to the minimum extent necessary to make it enforceable. The remaining provisions shall continue in full force and effect.

**(c) Waiver.** No failure or delay by AlpacaRelay in exercising any right or remedy under these Terms shall constitute a waiver of that right. A waiver of one breach does not constitute a waiver of any subsequent breach.

**(d) Assignment.** You may not assign or transfer your rights or obligations under these Terms without AlpacaRelay's prior written consent. AlpacaRelay may freely assign these Terms, including in connection with a merger, acquisition, reorganization, or sale of substantially all of its assets, upon notice to you.

**(e) Force Majeure.** AlpacaRelay shall not be liable for delays or failures in performance resulting from causes outside its reasonable control, including acts of God, internet outages, government actions, or failures of third-party infrastructure.

**15. Contact** If you have any questions about these Terms, the Service, or your account, you may contact AlpacaRelay at [support@alpacarelay.com](mailto:support@alpacarelay.com).

AlpacaRelay LLC 1 Hattie Ln, Wolfeboro, NH 03894 Email: [support@alpacarelay.com](mailto:support@alpacarelay.com)

# PRIVACY POLICY

Last Updated: May 5, 2026

This Privacy Policy describes how **AlpacaRelay LLC** (“AlpacaRelay,” “we,” “us,” or “our”) collects, uses, and discloses information in connection with the AlpacaRelay platform and related services (the “Service”).

By accessing or using the Service, you agree to this Privacy Policy.

## 1. Who We Are

AlpacaRelay LLC  
New Hampshire, United States  
Email: support@alpacarelay.com

We operate the Service from the United States and serve users globally.

## 2. Information We Collect

### 2.1 Information You Provide

We collect information you provide directly, including:

- Account information (e.g., name, email address)
- Subscription and billing contact information (including transactional information)
- Inputs you submit to generate content (e.g., prompts, instructions, drafts)
- Service usage information
- Communications with us (e.g., support emails)
- Information generated in connection with providing the Service, such as usage metrics, analytics, and system-derived insights

### 2.2 AI Inputs and Outputs

Inputs you submit and Outputs generated by the Service may include personal data, depending on the nature of the information you provide and how you use the Service.

### 2.3 Payment Information

Payments are processed by third-party payment processors such as Stripe. We **do not store credit card numbers or full payment details**.

### 2.4 Automatically Collected Information

We may automatically collect:

IP address

Device and browser information

Account access information

Usage data (features used, pages accessed)

Log and diagnostic data

Cookies and similar tracking technologies, which may include: (i) session and functional cookies that support account login and core Service functionality; (ii) analytics cookies that help us understand how visitors interact with our website (e.g., Google Analytics); and (iii) advertising and conversion tracking tags from third-party platforms, including Google Ads, LinkedIn, Meta, Microsoft Advertising, and Reddit, which allow us to measure the effectiveness of our advertising campaigns and may enable those platforms to show our advertisements to you on other sites and services. You may disable cookies through your browser settings or opt out of interest-based advertising through the Digital Advertising Alliance or the Network Advertising Initiative by visiting their respective websites.

## **2.5 Connected Account Data**

When you use a Connected Account to send emails, we automatically generate and retain send audit log data, including hashed recipient addresses, hashed subject lines, provider-returned message IDs, requesting IP addresses, send timestamps, and campaign identifiers.

## **3. Use of Information**

We use information to:

Provide, operate, and maintain the Service

Create and manage user accounts

Process subscriptions and payments

Generate AI-based Outputs

Improve, train, and enhance our models and services, except where prohibited by applicable data source restrictions

Communicate with users regarding the Service

Provide customer support

Detect fraud, abuse, or security issues

Comply with legal obligations

## **4. AI Data Usage**

### **4.1 Model Improvement**

We may use Inputs and Outputs to improve, train, fine-tune, and enhance our models and services. Notwithstanding the foregoing, data obtained via Google API connections is excluded from model training and improvement activities. See the Google User Data section of this Privacy Policy for details.

#### **4.2 Anonymization and Aggregation**

Where feasible, we use Inputs and Outputs in anonymized or aggregated form, including for analytics, benchmarking, and product improvement except where prohibited by applicable data source restrictions.

#### **4.3 Marketing Use**

We may use anonymized or sanitized Outputs for marketing and promotional purposes. We do not use identifiable personal data for marketing without consent.

### **5. Google User Data**

AlpacaRelay requests the gmail.send scope, which permits sending email on your behalf. AlpacaRelay does not read, store, modify, or access any other content of your Gmail mailbox, including incoming messages, drafts, labels, or contacts.

**How we use it.** We use this access solely to dispatch emails that you or an authorized member of your account have explicitly composed and queued through the AlpacaRelay interface.

**How we store it.** OAuth refresh tokens associated with your Gmail connection are stored in an encrypted vault managed by Nango, a third-party OAuth infrastructure provider (AES-256 at rest). Tokens are never logged, exported, or accessible outside of the authenticated send process.

**How we share it.** AlpacaRelay does not transfer Google user data to any third party, AI/ML training pipeline, advertising network, or analytics provider. For further detail on subprocessors with access to your data, see our Data Processing Addendum.

**Deletion.** Upon disconnection or account deletion, your OAuth refresh token and any associated metadata are permanently deleted within 90 days.

**Limited Use.** AlpacaRelay's use of information received from Google Workspace APIs will adhere to the [Google API Services User Data Policy](#), including the Limited Use requirements.

## 6. How We Share Information

We may share information with:

**Service providers for Gmail account connections:** OAuth token vault and authenticated API proxy (Nango)

**Payment processors** (e.g., Stripe)

**Other service providers** (e.g., hosting, analytics, customer support)

**Professional advisors** (legal, accounting)

**Authorities** where required by law

**Successors** in the event of a merger, acquisition, or asset sale

We do **not** sell personal information.

We do share certain information — such as cookie identifiers and browsing activity on our marketing website — with third-party advertising platforms (including Google, LinkedIn, Meta, Microsoft, and Reddit) for cross-context behavioral advertising purposes. California residents have the right to opt out of this sharing; see California Privacy Rights below for details.

## 7. International Data Transfers

We may process and store information in the United States and other jurisdictions. Where required, we rely on appropriate safeguards for international data transfers in accordance with applicable law.

## 8. Data Retention

We retain information only as long as reasonably necessary to:

Provide and operate the Service

Comply with legal and regulatory obligations

Resolve disputes

Enforce our agreements

Retention periods vary depending on the nature of the information and the purpose for which it is processed. We do not intentionally retain cardholder data.

Send audit logs generated through Connected Account email sends are retained for a minimum of 12 months. Audit log entries contain hashed recipient addresses and hashed subject lines — plaintext recipient or email content is not retained in the audit log.

## 9. Security

We implement reasonable administrative, technical, and organizational safeguards designed to protect information. However, no system is completely secure, and we cannot guarantee absolute security.

## 10. Your Rights

### 10.1 General Rights.

Depending on your location, you may have certain rights to:

- Access your personal data
- Correct inaccurate data
- Request deletion
- Object to or restrict processing

Requests may be submitted to **support@alpacarelay.com**. We will use commercially reasonable procedures to review and respond to requests in accordance with applicable law. We may need to verify your identity before processing a request.

### 10.2 Connected Account Disconnection

If you have connected a Gmail account, you may disconnect it at any time from Settings → Connected Apps. Upon disconnection, AlpacaRelay will revoke your OAuth token at the provider's endpoint and delete it from Nango's vault. All associated tokens and metadata will be permanently deleted within 90 days of disconnection or account deletion.

### 10.3 California Privacy Rights (CCPA / CPRA)

If you are a California resident, California law provides you with the following additional rights:

**Right to Know.** You may request disclosure of the categories of personal information we collect, the sources of that information, the purposes for which we use it, and the categories of third parties with whom we share it. You may also request the specific pieces of personal information we have collected about you.

**Right to Delete.** You may request deletion of personal information we have collected about you, subject to certain exceptions (e.g., information we are required to retain by law).

**Right to Correct.** You may request correction of inaccurate personal information we hold about you.

**Right to Opt Out of Sale or Sharing.** We share certain cookie and browsing data with third-party advertising platforms for cross-context behavioral advertising purposes. You have the right to opt out of this sharing. To opt out, submit a request to [support@alpacarelay.com](mailto:support@alpacarelay.com). You may also opt out of interest-based advertising directly through the Digital Advertising Alliance or the Network Advertising Initiative by visiting their respective websites, or by disabling cookies through your browser settings.

o opt out, click the “Do Not Sell or Share My Personal Information” link in the footer of our website, or submit a request to [support@alpacarelay.com](mailto:support@alpacarelay.com). You may also opt out directly through the Digital Advertising Alliance or the Network Advertising Initiative by visiting their respective websites.

**Right to Non-Discrimination.** We will not discriminate against you for exercising any of your privacy rights.

To submit a California privacy rights request, contact us at [support@alpacarelay.com](mailto:support@alpacarelay.com). We will use commercially reasonable procedures to verify your identity and respond in accordance with applicable timeframes under California law.

**11. Children’s Privacy** The Service is not intended for individuals under 18, and we do not knowingly collect personal data from children.

**12. Changes to this Policy** We may update this Privacy Policy from time to time. Updated policies will be posted on our website with a revised “Last Updated” date. Continued use of the Service after the effective date of any change constitutes acceptance of the updated Policy.

**13. Contact** Questions about this Privacy Policy may be directed to [support@alpacarelay.com](mailto:support@alpacarelay.com). AlpacaRelay LLC 1 Hattie Ln, Wolfeboro, NH 03894 Email: [support@alpacarelay.com](mailto:support@alpacarelay.com)



# DATA PROCESSING ADDENDUM (DPA)

Last Updated: May 5, 2026

This Data Processing Addendum (“**DPA**”) forms part of the Terms of Service between **AlpacaRelay LLC** (“**Processor**”) and the customer entity (“**Customer**”) and applies where AlpacaRelay processes personal data on Customer’s behalf.

## 1. Role of the Parties

Customer is the **Data Controller**  
AlpacaRelay is the **Data Processor**

## 2. Scope of Processing

### 2.1 Subject Matter

Provision of the Service, including AI-based generation of email marketing templates and related content.

### 2.2 Duration

For the duration of Customer’s use of the Service.

### 2.3 Nature and Purpose

Processing personal data to:

- Provide, operate, and support the Service
- Generate Outputs
- Improve and enhance models and services, except where prohibited by applicable data source restrictions
- Provide customer support
- Maintain security and reliability

### 2.4 Types of Personal Data

Account and contact information

Usage data

Inputs submitted to the Service

Outputs generated by the Service (to the extent they contain personal data)

Connected Account data, including encrypted OAuth refresh tokens associated with Gmail connections (stored in Nango's encrypted vault)

Send audit log data, including hashed recipient addresses, hashed subject lines, provider-returned message IDs, requesting IP addresses, send timestamps, and campaign identifiers

## **2.5 Categories of Data Subjects**

Customer users

Customer's end customers or contacts (as included in Inputs)

## **3. Processor Obligations** AlpacaRelay shall:

Process personal data in accordance with Customer's documented instructions, as set forth in this DPA, the Terms of Service, the Privacy Policy, and as necessary to provide and operate the Service, unless otherwise required by applicable law.

Implement reasonable security measures

Ensure personnel are subject to confidentiality obligations

Assist with data subject requests where applicable

Notify Customer of a confirmed personal data breach involving Customer's data without undue delay. Such notification will include, to the extent reasonably available at the time of notification: (i) a description of the nature of the breach; (ii) the categories and approximate number of affected data subjects; (iii) the categories and approximate volume of affected personal data; (iv) the identity of the AlpacaRelay contact handling the matter; and (v) a description of measures taken or proposed to address and mitigate the breach

Upon termination or expiration of the Service, AlpacaRelay will retain Customer's personal data for a period of up to ninety (90) days to allow for account reactivation

or data retrieval. Following that period, AlpacaRelay may delete Customer's personal data in the ordinary course of its data management practices. At any time, Customer may submit a written request to [support@alpacarelay.com](mailto:support@alpacarelay.com) requesting deletion of its personal data, and AlpacaRelay will use commercially reasonable efforts to honor such request within ninety (90) days, except as required to be retained by applicable law or maintained in encrypted backup or log archives pursuant to AlpacaRelay's standard retention practices. AlpacaRelay may retain anonymized or aggregated data indefinitely

**4. Subprocessors** Customer authorizes AlpacaRelay to engage subprocessors, including:

- Cloud hosting providers
- Payment processors (e.g., Stripe)
- Analytics and monitoring providers
- Nango (OAuth token vault and authenticated API proxy for Gmail account connections)

AlpacaRelay remains responsible for subprocessors' compliance with this DPA.

AlpacaRelay maintains a current internal list of all Subprocessors that process personal data on Customer's behalf. This list will be made available to Customer upon written request to [support@alpacarelay.com](mailto:support@alpacarelay.com). AlpacaRelay may update its Subprocessors at any time at its discretion.

**5. International Transfers** Where personal data is transferred internationally, AlpacaRelay will implement appropriate safeguards as required by applicable law.

**6. Security Measures** AlpacaRelay maintains reasonable technical and organizational measures, including:

- Access controls
- Encryption in transit
- Segregation of production systems
- Incident response procedures

**7. Liability** Liability under this DPA is subject to the limitations of liability set forth in the Terms of Service.

**8. Governing Law** This DPA is governed by the laws of the State of New Hampshire, without regard to conflict of laws principles.