# ALPACARELAY LLC COMPLIANCE BINDER

AlpacaRelay LLC
Domain: alpacarelay.com
Support: support@alpacarelay.com
Last Updated: January 26, 2026

This Payments Compliance Binder consolidates AlpacaRelay LLC's key customer-facing and data protection documents to support payments compliance, SAQ-A alignment, and third-party payment processor (e.g., Stripe) requirements.

## TABLE OF CONTENTS

# TERMS OF SERVICE

Last Updated: January 26, 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," "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, or similar regulations, or to generate or distribute unsolicited, misleading, or non-consensual communications.

### (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.

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. 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.

## 7. 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.

## 8. 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).

## 9. 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.

## 10. Governing Law

These Terms and any dispute arising out of or relating to the Service shall be governed by and construed in accordance with the laws of the State of New Hampshire, without regard to conflict of laws principles.

Notwithstanding the foregoing, AlpacaRelay may seek injunctive or equitable relief in any court of competent jurisdiction to prevent unauthorized use or misuse of the Service or infringement of its intellectual property rights.

The Service is operated from the United States. You agree that these Terms are governed by U.S. law regardless of your location.

## 11. 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.

## 12. Contact

If you have any questions about these Terms, the Service, or your account, you may contact AlpacaRelay at support@alpacarelay.com.

# PRIVACY POLICY

Last Updated: January 26, 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 or similar technologies

# 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
- 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.

### 4.2 Anonymization and Aggregation

Where feasible, we use Inputs and Outputs in anonymized or aggregated form, including for analytics, benchmarking, and product improvement.

### 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. How We Share Information

We may share information with:

- **Service providers** (e.g., hosting, analytics, customer support)
- **Payment processors** (e.g., Stripe)

- **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**.

## 6. 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.

## 7. 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.

## 8. 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.

## 9. Your 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 review and respond to requests in accordance with applicable law. We may need to verify your identity before processing a request.

## 10. Children's Privacy

The Service is not intended for individuals under 18, and we do not knowingly collect personal data from children.

## 11. Changes to this Policy

We may update this Privacy Policy from time to time. Changes are effective when posted.

## 12. Contact

Questions about this Privacy Policy may be directed to support@alpacarelay.com.

# DATA PROCESSING ADDENDUM (DPA)

Last Updated: January 26, 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

- 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)

**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 personal data breaches without undue delay

- Upon termination of the Service, AlpacaRelay will delete or return personal data to the extent reasonably practicable, subject to applicable legal, regulatory, security, backup, and operational requirements. AlpacaRelay may retain anonymized or aggregated data and data maintained in backups or logs in accordance with its standard retention practices.

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

- Cloud hosting providers
- Payment processors (e.g., Stripe)
- Analytics and monitoring providers

AlpacaRelay remains responsible for subprocessors' compliance with this DPA.

# 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.