

SPECIFIC CONDITIONS APPLICABLE TO THE TRANSACTIONAL EMAIL SERVICES

Version of 07/04/2026

These specific service conditions (hereinafter the "**Specific Conditions**") are entered into between, on the one hand, any natural or legal person subscribing to the Transactional Email Service (hereinafter referred to as the "**Client**") and, on the other hand, the entity Scaleway, as designated in the General Terms of Services binding the parties and identified as the contracting entity (hereinafter referred to as "**Scaleway**").

The purpose of the Specific Conditions herein is to set forth the terms and conditions applicable to the Client's subscription and use of the Transactional Email (hereinafter the "**TEM**") services.

The Specific Conditions herein supplement the provisions of the General Terms of Services. The provisions of the Specific Conditions shall take precedence over those of the General Terms of Services, in the event of any conflict between the two.

ARTICLE 1. DEFINITIONS

For the purpose of these Specific Conditions, the following words and expressions shall have the meanings set forth:

- **Autoconfig DNS:** means the feature that enables the Client to automatically create and update the DNS records required for the TEM Service on a domain managed by Scaleway, in order to facilitate the use of the service without the need for manual DNS configuration;
- **Blocklist:** means the list of email addresses that have been temporarily or permanently blocked by Scaleway via the TEM Service, in order to prevent repeated sending errors or complaints;
- **Clean traffic:** means the outbound traffic that complies with best practices for deliverability, characterised in particular by valid recipients, a low bounce rate and a minimal rate of complaints or Spam reports;
- **Dedicated IP address:** means an IP address assigned exclusively to the Client, used for sending its TEM and subject to an initial "Warm-Up" process;
- **Deliverability:** means the ability of emails sent to reach only the recipients' inboxes, based on technical criteria and sender's reputation;

- **Domain Name System (DNS):** means a distributed computer service that associates Internet domain names with their IP addresses or other types of records;
- **IP Reputation:** means a metric used to evaluate the trustworthiness of an IP address, based on its historical activity and association with malicious or legitimate online behavior;
- **Option:** means any additional service that the Client may subscribe to as part of the TEM Service;
- **Reputation score:** means an indicator reflecting the quality of emails sent from a sender's domain via the TEM Service, with the aim of maintaining the deliverability of mailings;
- **Resource:** means a TEM instance for a given domain;
- **REST API:** means means an Application Programming Interface (API) that adheres to the constraints of the REST (Representational State Transfer) architectural style, allowing distinct software systems to communicate and exchange information seamlessly using standard internet protocols;
- **Sender's Domain:** means an internet domain name configured and verified by the Client for the purpose of sending messages via the TEM Service;
- **SMTP:** means the Simple Mail Transfer Protocol, a communication protocol used to transfer emails to email servers;
- **Spam:** means the sending of one or more unsolicited electronic communications of a commercial nature or for improper purposes, such as phishing, etc.;
- **Transactional Email (TEM):** means an email sent automatically following an action, event or application trigger initiated voluntarily by an end user (such as, but not limited to: order confirmation, password reset, security alert, billing notification, etc.), excluding marketing, promotional and similar communications;
- **Warm-up:** means the period during which a Dedicated IP address is gradually ramped up in order to build its reputation and optimise email deliverability.

Unless the context expressly implies otherwise, words in the singular include the plural and vice versa, references to one gender include all other genders, references to a natural person include legal persons, associations, etc. and vice versa, and base words have the corresponding meanings.

Article headings in these Specific Conditions are given for information purposes only and shall not in any way influence the interpretation of the provisions contained therein. If words or expressions in title case are not defined under this Article, they shall have the meaning assigned to them in the General Terms of Service.

ARTICLE 2. DESCRIPTION OF SERVICES

2.1 General information

As part of the TEM Service, the Client may subscribe to one or more transactional email sending plans, from among the various ranges and categories available, via the Scaleway Website, via API or through the Account Management Console.

The features of the various TEM Service offers, their sending capacities, their limitations (such as maximum email size, supported formats, restrictions, etc.), the available Options and the applicable prices are described in the Documentation made available to the Client on the Scaleway Website and in the Account Management Console.

TEM Service enables the Client to send transactional emails from its applications or systems via the “SMTP” or “REST API” protocol. However, in order to protect the reputation of the sending domain, Scaleway reserves the right to limit bandwidth and to automatically adjust the email sending rate, in order to ensure the continuity of the TEM Service for all its customers. Furthermore, Scaleway makes available to the Client the sending data and technical logs of the TEM Service hosted on its infrastructure.

The Client acknowledges that certain prerequisites and certain Options have their own specific duration, renewal conditions, and billing and termination terms. The Client undertakes to familiarise themselves with these conditions and to comply with them.

2.2 Maintenance

Scaleway may need to carry out maintenance work on the various infrastructure components used in the provision of the TEM Service, in order to ensure they remain in good working order.

Notwithstanding the foregoing, and in accordance with the General Terms of Services, it is the Client’s responsibility to notify Technical Support of any technical incident that affects the use of the TEM Service. The Client also remains responsible for managing all environments (applications, software, operating systems etc.), as well as any third-party solutions, that it deploys on its Services.

The Client undertakes to take all necessary measures to protect itself against the risks inherent in maintenance operations, regardless of its origin.

ARTICLE 3. SUBSCRIPTION CONDITIONS OF THE TEM SERVICE

Prior to subscribing, the Client undertakes to review all the information made available by Scaleway, including the Documentation, in order to ensure that the TEM Service is suitable for its needs and use cases.

In order to subscribe to the TEM Service, the Client shall:

- have a Sender's Domain registered with Scaleway or another registrar, either prior to or at the time of subscribing to the TEM Service;
- ensure that the DNS records (SPF, DKIM, MX, DMARC) are correctly configured, as Scaleway shall not be held liable in the event of a failure to access the TEM Service due to incorrect configuration of the Services by the Client. The "Autoconfig DNS" feature is available for domains managed directly by Scaleway.

Scaleway undertakes to provide the TEM Service in accordance with the Client's order and the technical specifications specific to said Service.

ARTICLE 4. TERMS OF USE OF THE TEM SERVICE

In providing the Service to the Client, Scaleway is solely responsible for the maintenance and upkeep of the infrastructure on which the Service is based, in accordance with the General Terms of Services.

The Client acknowledges that it possesses all the technical knowledge necessary to ensure the proper use of the TEM Service and accepts that said Service cannot replace the resources dedicated to the proper functioning of other types of Services that may be offered by Scaleway. To this end, the Client is invited to consult the Scaleway Website to familiarise itself with the various Services dedicated to specific uses.

Notwithstanding the foregoing, the Client acknowledges that the TEM Service remains the full and exclusive property of Scaleway or of third parties who have granted Scaleway the right to use it. Under these Specific Conditions, Scaleway grants only a right to use the TEM Service remotely.

As such, the Client must under no circumstances compromise the integrity of the TEM Service or of Scaleway's IT infrastructure on which said Service is based. The Client acknowledges that the risk of damage (whether intentional, through carelessness or negligence) to the resources and components of the TEM Service is transferred to the Client upon the provision of the Service. In the event of a risk of compromising the integrity of the Service provided or used by other Clients, Scaleway reserves the right to suspend the Client's Services, without the Client being entitled to claim any financial compensation.

4.1 Compliance with regulations

The Client undertakes to comply with all requirements relating to the use of the TEM Service and not to use it in a manner that is harmful, for unlawful purposes, or in breach of the applicable contractual, legal and regulatory frameworks. The Client also undertakes to use the TEM Service

in a reasonable manner and not to damage the reputation of the IP addresses made available to it, which remain the exclusive property of Scaleway.

The Client remains solely responsible for the content of the messages sent, the lawfulness of such messages, and the consent of the recipients. In particular, the use of the TEM Service for bulk mailings of a purely informative or service-related nature (such as, but not limited to: status alerts, technical or contractual updates, invoices or internal notifications, etc.) may be permitted, subject to compliance with best practices for Deliverability and applicable regulations, it being understood that Scaleway acts solely as a service provider.

In general, the Client indemnifies Scaleway and undertakes to indemnify it on first demand against any third-party claims relating to the content of messages sent via the TEM Service and any activity carried out through the use of said Service, under any legislation whatsoever.

4.2 Prohibited use of the Services

The Client agrees to use the TEM Service in compliance with applicable legislation and the General Terms of Services.

In the context of the TEM Service, the following uses are expressly prohibited without exception:

- sending marketing, promotional or advertising messages;
- sending unsolicited bulk communications such as Spam;
- the dissemination of fraudulent, misleading, malicious, defamatory, hateful or illegal content;
- the relaying of unauthorised third-party traffic ("open relay", "proxying" etc.).

Should Scaleway detect any abnormal use of the Services, in particular where the domain name is blacklisted or the Client's bounce rate is deemed high, Scaleway reserves the right to suspend the Service(s) concerned, or even the Client's account(s).

In this regard, Scaleway shall have the sole discretion to assess whether the bounce rate and/or complaints of Spam from third parties are excessive. Scaleway is also entitled to request that the Client provides evidence of a legal basis that complies with current regulations, and to suspend the Client's account(s) should such evidence not be provided.

In any event, measures to restrict, limit or suspend the TEM Service shall be applied in accordance with the severity and recurrence of the breach(es). They shall be determined at Scaleway's sole discretion based on the nature of the breach(es) identified.

The Client shall bear all consequences arising from the improper use of the TEM Service and any resulting malfunctions caused by the installation of software or configuration changes made by the Client.

The Client shall also be held liable for any damage to the software and/or physical resources comprising the TEM Service, whether caused intentionally or unintentionally, which does not result from normal use in accordance with the terms of the Service.

Scaleway reserves the right to suspend the TEM Service without notice in the event of the Client's failure to comply with these provisions, and the Client accepts that no refund of sums previously paid will be made.

4.3 Content Backup

The TEM Service is not an email archiving or storage system. Sent messages are transmitted and then automatically deleted after processing. Under no circumstances shall Scaleway be held liable, in any way whatsoever, for the loss or deletion of the Client's settings, regardless of the cause.

ARTICLE 5. TERM AND TERMINATION

5.1 Term

These Specific Conditions come into effect upon the Client's subscription to the TEM Service and remain applicable for the entire duration of its use.

The TEM Service takes effect upon the Client's subscription via the Account Management Console or via the APIs, and remains in force in accordance with the features and conditions of the offer selected by the Client, until its effective termination under the conditions set out below.

In the event of the deletion of the project or the associated Sender's Domain, this shall result in the automatic termination of the related Service.

5.2 Cancellation

Subject to any applicable minimum usage period or commitment, the TEM Service may be terminated by the Client via the Account Management Console or the APIs, in accordance with the terms set out in the General Terms of Services.

Upon such termination, billing ceases to apply in accordance with the terms specific to the TEM Service, as described within the Client's Account Management Console.

Subject to any contrary provisions, the termination of the TEM Service results in the deactivation of the Dedicated IP addresses, which will be made available within twenty-four (24) hours of termination.

ARTICLE 6. FINANCIAL TERMS AND CONDITIONS

The Client acknowledges that, depending on the TEM Service selected, the price and the terms of payment and invoicing vary and are set out on the Scaleway Website and within the Account Management Console.

Where the Client subscribes to the TEM Service by means other than via its Account Management Console, and in particular in the context of any provision via API, it is the Client's responsibility to familiarise itself in advance with the applicable payment and billing terms.

The TEM Service is invoiced monthly, per Scaleway project and based on the emails actually sent by the Client. Invoicing for a TEM Service begins from the date it is made available to the Client until its termination. The status of the TEM Service is visible at all times in the Client's Account Management Console.

At the end of the subscription month, and thereafter at the end of each month in which a TEM Service has been used, an invoice is issued to the Client and made available via its Account Management Console. Payment of the invoice is made via the payment method specified in the Client's Account Management Console, on the understanding that the default payment method associated with the Client's account will be used.

In the event of a payment incident or default not resolved within the specified time limit, and following a notice of settlement sent to the Client, Scaleway reserves the right to terminate all subscribed TEM Services and Options, including configuration options, in accordance with the General Terms of Services.