

Service Level Agreement JustRelate Marketing Automation (formerly Neoletter)

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Service Commitment

JustRelate provides customers with JustRelate Marketing Automation, a modern marketing automation and email marketing software in the cloud. In this context, JustRelate is committed to making economically reasonable efforts to achieve 99.95 % availability per calendar month for the JustRelate Marketing Automation API endpoint. The API endpoint is considered available when it is ready for use according to the valid documentation without downtime or significant impairment of functionality.

Service Level Credits

The customer can request a credit of Service Level Credits for the JustRelate Marketing Automation API services. A Service Level Credit is a credit calculated according to the requirements and conditions listed below.

Availability per calendar month (in percent)	Service Level Credits (in percent of the price to be paid for the affected service for the month in question)
Less than 99.95 % but not less than 99 %	2.5 %
Less than 99 % but not less than 98.5 %	5.0 %
Less than 98.5 % but not less than 98 %	7.5 %
Less than 98%	10.0 %

Service Level Credit Request and Payment Procedures

If the customer notifies JustRelate during a calendar month that the JustRelate Marketing Automation API services were less than 99.95 % available in the previous calendar month (specifying the specific periods of non-availability by day and time as well as the availability in percent) and the customer explicitly claims Service Level Credits for the stated availability, JustRelate will credit the customer with the Service Level Credits in the calendar month following the calendar month in which JustRelate completed its review of the unavailability in the stated periods.

Service Level Credits are pure credits. They are not transferable, cannot be paid out, and do not lead to a refund of payments already made.

If Service Level Credits are not claimed in the manner described (for example, if Service Level Credits are not claimed during the month following the month in which the service in question was unavailable), the claim to Service Level Credits expires without replacement.

Claims due to non-performance or poor performance expire twelve (12) months after the defect of non-availability has been remedied, unless the defect was fraudulently concealed. The statutory and contractual regulations regarding JustRelate's liability for damages remain unaffected.

SLA Exclusion

The Service Commitment does not apply in the event of inaccessibility, Service Exclusion or termination of the JustRelate Marketing Automation API or other performance disruptions of the JustRelate Marketing Automation API resulting from a Service Exclusion described in Section 6.3 of the General Terms and Conditions for JustRelate Cloud Services.

JustRelate Marketing Automation Operation

- JustRelate Marketing Automation is provided by JustRelate Deutschland GmbH, Berlin.
- All IT services operated within the European Economic Area (EEA) are subject to the provisions of the General Data Protection Regulation (GDPR). For customers within the EEA, it is therefore recommended to agree on an additional agreement according to GDPR on order processing by JustRelate. In addition to the existing agreement, JustRelate offers a corresponding contract that the customer can conclude without additional costs.

JustRelate Marketing Automation Agreements

- The use of JustRelate Marketing Automation as a user requires a current version of a modern web browser such as Chrome, Firefox, Safari, or Brave.
- The maximum amount of data managed or transferred is subject to a fair use policy. Abusive use may result in throttling of the service level or termination of the subscription with prior notice.
- Data of a calendar day is backed up by copy, i.e., the Recovery Point Objective (RPO) is accordingly 24h. The data can be restored within a maximum of four hours, i.e., the Recovery Time Objective (RTO) is 4h.
- The availability of the backed-up data of a calendar day ends seven days after the backup by deletion of the backup copy.
- JustRelate services for restoring data accidentally deleted by the customer are charged at 250 EUR per employee working hour after commissioning.
- The maximum bounce rate must not exceed 3% within 20 calendar days. The bounce rate is the percentage of undeliverable emails in relation to the total number of all sent emails. If the bounce rate is exceeded, JustRelate may announce the blocking of the customer's JustRelate Marketing Automation instance in text form and suspend the service in whole or in part five (5) calendar days after the announcement.

- The use of JustRelate Marketing Automation to send spam, phishing, malicious content, and other illegal content is not permitted and will result in suspension of the subscription with prior notice.

Conditions for Creating and Delivering Emails with JustRelate Marketing Automation

As a member of the Certified Senders Alliance (CSA), JustRelate is obligated to comply with CSA guidelines for email delivery. This is the basis for preferred email delivery via email service providers cooperating with the CSA. JustRelate is obligated to maintain the highest standards for quality and legality when sending emails to external recipients in accordance with CSA regulations, and to ensure this with customers as well. For emails delivered to recipients who are not recipients in their own organization and majority-controlled affiliated organizations, the following additional provisions therefore apply.

Consent

- Emails (promotional emails/newsletters) are generally only sent to recipients who are in an ongoing business relationship with the sender or who have given their prior consent in accordance with the requirements of the GDPR and the Privacy and Electronic Communications Directive 2002/58/EC of the European Parliament and of the Council of July 12, 2002, and national implementations (opt-in).
- Consent to receive advertising by email must be active and separate. The recipient must give an unambiguous declaration of consent. This declaration must not be part of other declarations (e.g., consent to general terms and conditions or privacy policies).
- The recipient must actively give their consent through a conscious action. The possibility of revoking consent at any time must be clearly and distinctly pointed out when obtaining consent. The notice must also contain information on how and to whom the revocation is to be made. The possibility of revocation must not be more complicated than giving consent. Revocations received must be processed immediately.
- Exceptionally, emails may also be sent to customers without explicit opt-in under the following conditions in accordance with the requirements of Article 13(2) of the Privacy and Electronic Communications Directive 2002/58/EC of the European Parliament and of the Council of July 12, 2002, and national implementations:
 - Existing customer relationship (existence of a paid exchange contract),
 - Direct marketing for own similar products or services,
 - Reference to the possibility of objection at any time (when collecting and each use of the email address), without incurring costs other than transmission costs according to basic rates, and
 - No objection by the customer.

Data Collection by Third Parties (e.g., through Co-Sponsoring)

- When using email addresses that the sender or their customers have acquired from third parties, the following applies:

- The sender or their customer must ensure that consent exists before carrying out advertising actions. This consent must explicitly refer to the sender or their customer.
- When collecting data, it must have been easy and unambiguous for the user to take note of the list of beneficiary companies.
- The number of companies or persons for whom the address data was collected was reduced to a level that excludes the forwarding of user data to a disproportionately large circle of third parties. The number must allow the user to easily grasp the scope and extent of their consent and to easily control the lawful handling of their data.

For clarification, it should be noted that the companies for which the address data is generated may not pass this address data on to third parties without obtaining separate further consent from the user.

Email Design

- The sender must be clearly identifiable when sending an email (promotional emails/newsletters). Every email sent must contain an easily recognizable imprint, either in the text itself or via a direct link. The imprint must contain the following information:
 - The name and address where the sender is established, for legal entities additionally the legal form, the commercial register, association register, partnership register or cooperative register in which they are registered, and the corresponding registration number,
 - contact information, at least a valid telephone number or an electronic contact form and an email address, and
 - a VAT identification number or economic identification number, if available.

Further information obligations under national laws remain unaffected.

- Every email sent must refer to the possibility of revocation (opt-out). It must generally be possible for the recipient to unsubscribe from emails without knowledge of access data (e.g., login and password).
- The commercial nature of the message must not be disguised or concealed in the email headers (e.g., subject, sender). Disguising or concealing occurs when headers are intentionally designed so that the recipient receives no or misleading information about the actual identity of the sender or the commercial nature of the message before viewing the content of the communication.