

Terms of Service

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ChatGPT



Claude



Gemini



Perplexity

1. Introduction

These Terms of Service ("**Terms**", "**Terms of Service**") in conjunction with our [Privacy Policy](#) and [Data Processing Addendum](#) ("**DPA**"), are the entire agreement ("**Agreement**") between **Plus Five Five, Inc.** ("**Company**", "**We**", "**Our**", "**Us**") and you ("**You**" or the "**User**"). These Terms govern Your use of our web pages and services located at resend.com (collectively, the "**Service**").

By (a) purchasing access to the service through an online ordering process that references this agreement, (b) signing up for a free plan for the service through a screen that references this agreement, or (c) clicking a box indicating acceptance, customer agrees to be bound by the Agreement.

If you do not agree with or cannot comply with this Agreement, then you may not use the Service, so please read carefully.

2. Communications

By creating an Account on our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at support@resend.com.

3. Purchases

If you wish to purchase any product or service made available through Service ("**Purchase**"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your location information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

We may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

4. Contests, Sweepstakes and Promotions

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through Service may be governed by rules that are separate from these Terms of Service. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms of Service, Promotion rules will apply.

5. Subscriptions

Some parts of Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or Plus Five Five, Inc. cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting Plus Five Five, Inc. customer support team.

A valid payment method, including credit card, is required to process the payment for your subscription. You shall provide Plus Five Five, Inc. with accurate and complete billing information including full name, address, state, zip code, telephone number, and valid payment method information. By submitting such payment information, you automatically authorize Plus Five Five, Inc. to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, Plus Five Five, Inc. will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

6. Free Tier and Free Trial

Plus Five Five, Inc. may, at its sole discretion, offer access to the Service through a free tier ("**Free Tier**") or a free trial for a limited period of time ("**Free Trial**").

Free Tier

The Free Tier provides limited access to the Service without requiring payment. Free Tier accounts are subject to usage limits and feature restrictions as described on our pricing page. You are not required to provide billing information to use the Free Tier.

At any time and without notice, Plus Five Five, Inc. reserves the right to (i) modify the features, limits, or availability of the Free Tier, (ii) cancel or discontinue the Free Tier, or (iii) convert Free Tier accounts to paid Subscriptions if usage exceeds Free Tier limits.

Free Trial

If you sign up for a Free Trial, you may be required to enter your billing information in order to access the Free Trial.

If you do enter your billing information when signing up for a Free Trial, you will not be charged by Plus Five Five, Inc. until the Free Trial has expired. On the last day of the Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

At any time and without notice, Plus Five Five, Inc. reserves the right to (i) modify the terms or duration of Free Trial offers, or (ii) cancel such Free Trial offers.

7. Fee Changes

Plus Five Five, Inc., in its sole discretion and at any time, may modify Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

Plus Five Five, Inc. will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of Service after Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

8. Refunds

Except when required by law, paid Subscription fees are non-refundable.

9. Content

Our Service allows you to send messages through our API, which may include text, graphics, images, videos, or other material ("Message Content"). You are responsible for all Message Content that you send through the Service, including its legality, reliability, and appropriateness. You are also responsible for all recipient data, contact information, and any other data you provide to or transmit through the Service ("Your Data").

By using the Service to send messages, You represent and warrant that: (i) You have the right to use any Message Content and Your Data that you send through the Service, (ii) Your use of the Service and the Message Content you send does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity, and (iii) You have obtained all necessary consents and permissions from recipients to send them messages in accordance with applicable laws and regulations, including but not limited to CAN-SPAM, GDPR, and other anti-spam laws. We reserve the right to terminate the account of anyone found to be infringing on copyrights or violating applicable laws.

You retain any and all of your rights to any Message Content and Your Data you send through the Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Message Content or Your Data you or any third party sends through the Service. However, by sending Message Content and Your Data using the Service you grant us the right and license to use such Message Content and Your Data for purposes of providing the Service, including processing, transmitting, and delivering your messages. This license does not include the right for us to disclose your Message Content or Your Data to third parties without your approval, except as necessary to provide the Service or as required by law.

Plus Five Five, Inc. has the right but not the obligation to monitor Message Content sent through the Service to ensure compliance with these Terms, our Acceptable Use Policy, and applicable laws. We may review, block, or refuse to deliver messages that violate these Terms or applicable laws.

10. Prohibited Uses

You may use Service only for lawful purposes and in accordance with these Terms. You agree to comply with our [Acceptable Use Policy](#), which is incorporated into these Terms by reference and governs your use of the Service, including but not limited to restrictions on sending messages, content requirements, and prohibited activities.

Additionally, you agree not to:

1. Use Service in any manner that could disable, overburden, damage, or impair Service or interfere with any other party's use of Service, including their ability to engage in real time activities through Service.
2. Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
3. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the server on which Service is stored, or any server, computer, or database connected to Service.
4. Attack Service via a denial-of-service attack or a distributed denial-of-service attack.

If you become aware of any violations, please report them to us immediately by contacting support@resend.com.

11. Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service. For detailed information about the analytics services we use and how they collect and process data, please refer to our [Privacy Policy](#).

12. No Use By Minors

Service is intended only for access and use by individuals at least eighteen (18) years old. By accessing or using any of Company, you warrant and represent that you are at least eighteen (18) years of age and with the full authority, right, and capacity to enter into this agreement and abide by all of the terms and conditions of Terms. If you are not at least eighteen (18) years old, you are prohibited from both the access and usage of Service.

13. Accounts

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

14. Intellectual Property

Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Plus Five Five, Inc. and its licensors. Service is protected by copyright, trademark, and other laws of the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Plus Five Five, Inc.

15. Third-Party Trademarks

Domain and brand logos shown in the dashboard while you add or configure a domain. Logos provided by Logo.dev This preview is decorative and illustrative only; it does not

affect how your emails render in a recipient's inbox. Displaying your logo in the inbox itself requires BIMl (Brand Indicators for Message Identification).

All third-party trademarks, logos, and brand names displayed through the Service remain the property of their respective owners.

16. Copyright Policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on Service infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to support@resend.com, with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged Infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims"

You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through Service on your copyright.

17. DMCA Notice and Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c) (3) for further detail):

an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest; a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work; identification of the URL or other specific location on Service where the material that you claim is infringing is located; your address,

telephone number, and email address; a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. You can contact our Copyright Agent via email at support@resend.com

18. Error Reporting and Feedback

You may provide us either directly at support@resend.com or via third party sites and tools with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Service ("Feedback"). You acknowledge and agree that: (i) you shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback; (ii) Company may have development ideas similar to the Feedback; (iii) Feedback does not contain confidential information or proprietary information from you or any third party; and (iv) Company is not under any obligation of confidentiality with respect to the Feedback. In the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory laws, you grant Company and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialize) Feedback in any manner and for any purpose.

19. Links To Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by Plus Five Five, Inc.

Plus Five Five, Inc. has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

YOU ACKNOWLEDGE AND AGREE THAT PLUS FIVE FIVE, INC. SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE

ON ANY SUCH CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH THIRD PARTY WEB SITES OR SERVICES.

WE STRONGLY ADVISE YOU TO READ THE TERMS OF SERVICE AND PRIVACY POLICIES OF ANY THIRD PARTY WEB SITES OR SERVICES THAT YOU VISIT.

20. Disclaimer Of Warranty

THESE SERVICES ARE PROVIDED BY COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THEIR SERVICES, OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED THEREIN. YOU EXPRESSLY AGREE THAT YOUR USE OF THESE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED FROM US IS AT YOUR SOLE RISK.

NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

21. Limitation Of Liability

EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD US AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF COMPANY, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRIOR LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

22. Termination

We may terminate or suspend your account and bar access to Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms.

If you wish to terminate your account, you may simply discontinue using Service.

All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

23. Governing Law

These Terms shall be governed and construed in accordance with the laws of the State of California without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding Service.

24. Changes To Service

We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Service, or the entire Service, to users, including registered users.

25. Amendments To Terms

We may amend Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically.

Your continued use of the Service following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use Service.

26. Waiver And Severability

No waiver by Company of any term or condition set forth in Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition,

and any failure of Company to assert a right or provision under Terms shall not constitute a waiver of such right or provision.

If any provision of Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of Terms will continue in full force and effect.

27. Logo Permission

By entering into this agreement, the Customer hereby grants the Company the non-exclusive, royalty-free right to use the Customer's logo for the sole purpose of promoting and referencing the Customer as a client of the Company.

Company may use the Customer's logo on its website, marketing materials, case studies, and other promotional content. Company agrees to use the Customer's logo in a professional manner and in accordance with any brand guidelines provided by the Customer. This logo usage right is non-transferable and shall remain in effect for the duration of the agreement and any subsequent renewal periods, unless terminated by either party in writing.

28. Acceptable Use

The Service may only be used in accordance with the Acceptable Use Policy found at resend.com/legal/acceptable-use.

29. Acknowledgement

BY USING SERVICE OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM

30. Contact Us

Please send your feedback, comments, requests for technical support: By email: support@resend.com.

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 All systems operational

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Insiders

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Wallpapers