

Mail Shark ROAS Dashboard Terms of Service

Effective Date: 9/1/2026

These Terms of Service (“Terms”) govern your access to and use of the Mail Shark ROAS Dashboard (“Dashboard”), provided by Targeted Solutions LLC. Dba Mail Shark (“Mail Shark,” “we,” “us,” or “our”).

By accessing or using the Dashboard, you agree to these Terms. If you do not agree, you should not access or use the Dashboard.

1. About the ROAS Dashboard

The Mail Shark ROAS Dashboard is a complimentary service available to eligible Mail Shark customers. The Dashboard is designed to help customers view, analyze, and better understand the performance of their direct mail marketing campaigns.

The Dashboard may include information such as campaign activity, customer match-back information, attributed revenue, return on ad spend (“ROAS”), response information, and other campaign performance metrics.

The Dashboard is provided as an additional service to eligible Mail Shark customers and does not constitute a separate paid product unless otherwise agreed in writing.

2. Eligibility and Account Access

You must be an authorized Mail Shark customer or an authorized representative of a Mail Shark customer to use the Dashboard.

You are responsible for:

- Providing accurate account information;
- Maintaining the confidentiality of your login credentials;
- Limiting access to authorized users; and
- Promptly notifying Mail Shark if you believe your account has been accessed without authorization.

You are responsible for activity occurring through your account by users you have authorized.

Mail Shark reserves the right to suspend or terminate Dashboard access when necessary to protect the Dashboard, Mail Shark, its customers, or its data.

3. Dashboard Data and ROAS Calculations

The Dashboard may combine information from Mail Shark campaigns with information supplied by you or obtained through approved integrations with third-party systems.

ROAS, revenue attribution, customer match-back results, and other performance metrics are intended to provide useful marketing insights. These results may depend upon the accuracy, completeness, timing, and availability of data received from Mail Shark, the customer, and third-party systems.

As a result, Dashboard metrics should be considered analytical estimates and should not be interpreted as audited financial results or guarantees of campaign performance.

Mail Shark does not guarantee that all sales, customers, transactions, responses, or revenue will be identified or attributed to a particular marketing campaign.

4. Third-Party Integrations

The Dashboard may connect with third-party software, platforms, customer management systems, point-of-sale systems, shop management systems, APIs, or other services.

Your use of a third-party service may also be governed by that provider's terms and privacy policies.

Mail Shark is not responsible for interruptions, inaccuracies, changes, outages, or other issues caused by third-party services outside Mail Shark's reasonable control.

5. Customer Data

You retain ownership of the business and customer data you provide or authorize Mail Shark to access.

You grant Mail Shark permission to access, process, match, analyze, and display this data as reasonably necessary to provide the Dashboard, measure marketing performance, improve our services, troubleshoot issues, maintain security, and fulfill our obligations to you.

You represent that you have the necessary rights and permissions to provide or authorize access to data used with the Dashboard.

Our collection and use of personal information is also governed by Mail Shark's Privacy Policy.

6. Permitted Use

You may use the Dashboard for your company's legitimate internal business and marketing purposes.

You may not:

- Attempt to gain unauthorized access to the Dashboard or another customer's account;
- Copy, reverse engineer, modify, or interfere with the Dashboard's software or systems;
- Use automated systems to extract or scrape Dashboard data without authorization;
- Introduce malicious software or code;
- Use the Dashboard for unlawful purposes; or
- Share access with unauthorized third parties.

7. Availability and Changes

We work to keep the Dashboard available and accurate, but we do not guarantee uninterrupted or error-free operation.

The Dashboard may occasionally be unavailable because of maintenance, upgrades, technical problems, third-party service interruptions, or circumstances outside our reasonable control.

Mail Shark may add, modify, replace, or discontinue Dashboard functionality from time to time.

8. No Guarantee of Marketing Results

Mail Shark does not guarantee any particular revenue, ROAS, response rate, customer acquisition rate, sales volume, or other business result from a direct mail campaign or from use of the Dashboard.

Information presented in the Dashboard is provided to assist you in evaluating marketing performance. Business and marketing decisions remain your responsibility.

9. Intellectual Property

The Dashboard, including its software, design, functionality, reports, graphics, interfaces, branding, calculations, and related technology, is owned by or licensed to Mail Shark and is protected by applicable intellectual property laws.

These Terms give you permission to use the Dashboard while you are an eligible user. They do not transfer ownership of the Dashboard or Mail Shark intellectual property to you.

10. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE DASHBOARD IS PROVIDED "AS IS" AND "AS AVAILABLE."

MAIL SHARK DOES NOT WARRANT THAT THE DASHBOARD WILL ALWAYS BE AVAILABLE, COMPLETELY ACCURATE, ERROR-FREE, OR FREE FROM INTERRUPTIONS.

MAIL SHARK DOES NOT WARRANT THAT INFORMATION OR ANALYTICS PROVIDED THROUGH THE DASHBOARD WILL PRODUCE ANY PARTICULAR BUSINESS OR MARKETING RESULT.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MAIL SHARK WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO YOUR USE OF THE DASHBOARD, INCLUDING LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, OR BUSINESS DECISIONS MADE BASED UPON DASHBOARD INFORMATION.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MAIL SHARK'S AGGREGATE LIABILITY ARISING FROM THE DASHBOARD WILL NOT EXCEED THE AMOUNT PAID SPECIFICALLY FOR ACCESS TO THE DASHBOARD DURING THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Because the Dashboard is currently provided as a complimentary service, the amount paid specifically for Dashboard access may be zero.

Some jurisdictions do not allow certain exclusions or limitations of liability, so portions of this section may not apply where prohibited by law.

12. Suspension and Termination

Mail Shark may suspend or terminate access to the Dashboard if:

- Your Mail Shark customer relationship ends;
- You violate these Terms;
- We reasonably believe your account or the Dashboard is being misused;
- Suspension is necessary for security or legal reasons; or
- The Dashboard or applicable functionality is discontinued.

Termination of Dashboard access does not affect obligations arising under your separate agreements with Mail Shark.

13. Changes to These Terms

We may update these Terms as the Dashboard and our services evolve.

When material changes are made, we may provide notice through the Dashboard, by email, or through another reasonable method.

Your continued use of the Dashboard after updated Terms become effective constitutes acceptance of the revised Terms to the extent permitted by applicable law.

14. Relationship to Other Mail Shark Agreements

These Terms apply specifically to use of the Mail Shark ROAS Dashboard.

Your direct mail campaigns, orders, payment obligations, and other Mail Shark products or services may be governed by separate agreements, order forms, or terms.

If there is a conflict between these Terms and a separate written agreement between you and Mail Shark concerning the Dashboard, the separate written agreement will control to the extent of that conflict.

15. Governing Law

These Terms are governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict-of-law principles.

Any legal action relating to these Terms or the Dashboard will be brought in a court of competent jurisdiction located in Pennsylvania, unless applicable law requires otherwise.

16. Severability

If any provision of these Terms is determined to be invalid or unenforceable, the remaining provisions will remain in effect.

17. Entire Agreement

These Terms, together with Mail Shark's Privacy Policy and any applicable written agreement between you and Mail Shark, constitute the agreement governing your use of the Dashboard.

18. Contact Us

If you have questions about these Terms or the Mail Shark ROAS Dashboard, please contact:

Mail Shark

169 Tuckerton Road
Reading, PA 19605

Website: www.themailshark.com

Email: Marketing@themailshark.com

By accessing or using the Mail Shark ROAS Dashboard, you acknowledge that you have read, understood, and agree to these Terms of Service.