Terms and Conditions for Whatsappy.myvcrd.com

Last Updated: [12/3/2024]

Welcome to Whatsappy.myvcrd.com ("Service"). By accessing or using our platform, you ("User") agree to be bound by these Terms and Conditions ("Terms"). If you do not agree with any part of these Terms, you may not access or use the Service.

1. Overview

Whatsappy.myvcrd.com provides a software-as-a-service (SaaS) platform offering WhatsApp marketing tools and AI-powered chatbot solutions. The Service integrates third-party APIs, including Meta's WhatsApp API, Flowise, and OpenAI APIs.

2. Eligibility

To use the Service, you must:

- Be at least 18 years old.
- Have the legal capacity to enter into binding agreements.
- Ensure that your use complies with all applicable laws and regulations, including WhatsApp's terms of service.

3. User Responsibilities

You agree to:

- Provide accurate and complete information during registration and maintain its accuracy.
- Use the Service only for lawful purposes.
- Not engage in prohibited activities, such as:
 - Spamming or sending unsolicited messages.
 - Misusing APIs or attempting unauthorized access.
 - Violating any third-party rights, including intellectual property rights.

4. Service Usage and API Integration

The Service relies on integrations with third-party APIs, including but not limited to:

• Meta's WhatsApp API: For messaging and marketing capabilities.

• Flowise and OpenAI APIs: For chatbot functionality.

These APIs may have their own terms and policies. By using our Service, you agree to comply with the terms of these third-party providers.

5. Fees and Payment

- Certain features of the Service may be available only through subscription plans or usage-based fees.
- All payments are non-refundable unless otherwise stated.
- The Service reserves the right to change its pricing and subscription terms with prior notice.

6. Intellectual Property

- All content, logos, designs, and software related to the Service are owned by Whatsappy.myvcrd.com or its licensors.
- You may not reproduce, distribute, modify, or create derivative works of any part of the Service without explicit written permission.

7. Data and Privacy

- Your data usage and privacy are governed by our Privacy Policy.
- You are responsible for ensuring that your use of the Service complies with data protection laws applicable to your region.

8. Service Availability

- We strive to ensure uninterrupted access to the Service but do not guarantee uptime or availability.
- The Service may occasionally be unavailable for maintenance or due to unforeseen circumstances.

9. Disclaimer of Warranties

The Service is provided on an "as is" and "as available" basis. We disclaim all warranties, express or implied, including but not limited to:

- Fitness for a particular purpose.
- Non-infringement of third-party rights.

• Accuracy or reliability of the Service.

10. Limitation of Liability

To the fullest extent permitted by law, Whatsappy.myvcrd.com shall not be liable for:

- Any direct, indirect, incidental, or consequential damages resulting from the use or inability to use the Service.
- Loss of profits, revenue, or data, even if advised of the possibility of such damages.

11. Indemnification

You agree to indemnify and hold harmless Whatsappy.myvcrd.com, its affiliates, and its employees from any claims, damages, or expenses arising out of your use of the Service or breach of these Terms.

12. Termination

- We may suspend or terminate your access to the Service at any time, with or without notice, for any violation of these Terms or misuse of the platform.
- You may terminate your account at any time. Upon termination, your rights to use the Service will cease immediately.

13. Modifications to Terms

We reserve the right to modify these Terms at any time. Changes will be effective upon posting to the website, and continued use of the Service signifies acceptance of the updated Terms.

14. Governing Law

These Terms are governed by the laws of [Your Jurisdiction], without regard to its conflict of laws principles. Any disputes shall be resolved exclusively in the courts of [Your Jurisdiction].

15. Contact Us

If you have questions about these Terms, please contact us at:

Website: <u>https://whatsappy.myvcrd.com</u>