

Terms of Service (ToS)

Preamble

The Provider operates a SaaS-based platform that enables businesses and developers to automate WhatsApp communications via an HTTP API, webhooks, and a central dashboard. The User intends to utilize this infrastructure for their own business processes. In light of the above, the following terms shall apply:

1. Scope of Agreement

These Terms of Service ("Terms") apply to all contracts regarding the use of the platform between Leon Bereschneu Software, Owner: Leon Bereschneu, Bachstraße 6, 58566 Kierspe (hereinafter "Provider") and the customer (hereinafter "User").

This offer is directed exclusively at entrepreneurs within the meaning of § 14 BGB (German Civil Code), legal entities under public law, or special funds under public law (B2B). Use by consumers is strictly excluded.

2. Subject Matter of the Contract

The subject matter of the contract is the provision of a cloud-based infrastructure through which the User can connect their own WhatsApp instances, send messages via HTTP API requests, receive messages via webhooks, and manage usage limits, access credentials, and subscriptions via a dashboard.

The specific functional scope is determined by the service description of the respective plan selected by the User.

3. Registration and Contract Formation

The presentation of the platform on the website does not constitute a legally binding offer by the Provider.

By completing the registration form, accepting these Terms, and clicking the registration button, the User submits a binding offer to enter into a contract.

The contract is concluded only when the Provider confirms the registration via email/WhatsApp or activates access to the dashboard or API interface.

4. Plans, Usage Limits, and Throttling

The platform is offered under both free and paid subscription plans.

Free Plan: The Provider reserves the right to modify, restrict, or discontinue the feature set of free plans at any time.

Usage Limits: If the usage limits defined in the respective plan (e.g., API requests per minute, message quotas) are exceeded, the Provider is entitled to temporarily throttle (rate limit) or reject further requests.

5. Prices, Payment Terms, and Price Changes

All prices are net prices exclusive of applicable statutory value-added tax (VAT).

Fees for paid subscriptions are due in advance for the respective billing period.

In the event of a payment default exceeding 7 days, access to the dashboard and API may be suspended until all outstanding amounts are cleared.

Price Changes: The Provider may adjust subscription fees upon at least 30 days' advance notice. All price change notifications will be sent exclusively via WhatsApp to the contact number provided by the User in the dashboard. Price adjustments are deemed accepted if the User does not terminate the contract prior to the end of the notice period.

6. Term and Termination

Subscriptions automatically renew for the same duration as the selected plan term unless terminated prior to the end of the current period via the dashboard or in text form.

Free plans may be terminated by either party at any time without notice.

The right to extraordinary termination for good cause (in particular, misuse or violation of Meta policies) remains unaffected.

7. API Security and User Obligations

The User is required to keep their API keys confidential and secure against unauthorized third-party access. The User bears full liability for all activities and costs incurred through their API keys.

The User bears sole responsibility for all content transmitted via the API.

Opt-In Requirement: The User warrants that they have obtained the necessary explicit consent (Opt-In) required by law from each recipient prior to sending any WhatsApp messages.

8. Meta / WhatsApp Guidelines & Disclaimers

The User agrees to strictly comply with all policies, terms, and commerce policies of Meta Platforms, Inc. / WhatsApp. Sending unsolicited mass messages (spam) is strictly prohibited.

Disclaimer for Account Bans: The Provider offers no guarantee of uninterrupted WhatsApp connectivity. If the User's WhatsApp number or account is restricted, throttled, or banned by Meta, the Provider accepts no liability. Any ban imposed by Meta does not release the User from their payment obligations.

9. Availability and Limitation of Liability

The Provider strives for high platform availability (target: 99% annual average). This excludes planned maintenance windows and outages beyond the Provider's control (e.g., disruptions at Meta or cloud infrastructure providers).

The Provider is liable without limitation only for intent and gross negligence. In cases of slight negligence, liability is limited to foreseeable, typical contractual damages resulting from the breach of essential contractual duties.

The User agrees to indemnify and hold harmless the Provider against all third-party claims (including Meta) arising from the User's platform usage, transmitted content, or failure to obtain required recipient opt-ins.

10. Data Protection and Data Processing Addendum (DPA)

Applicable data protection regulations (such as GDPR) shall be observed by both parties.

Insofar as personal data is processed on behalf of the User via the API, the parties shall enter into a separate Data Processing Addendum (DPA) pursuant to Art. 28 GDPR.

11. Miscellaneous

The laws of the Federal Republic of Germany apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

The place of jurisdiction for all disputes arising from this contract shall be the registered seat of the Provider.

Should individual provisions of these Terms be held invalid, the validity of the remaining provisions shall remain unaffected.