

Terms and conditions

Part A: Introduction

WhatsApp Business Integration is a service owned by LiveChat Integrations that allow you to connect LiveChat with your WhatsApp Business Account. To provide this service LiveChat Integrations is partnering with Kaleyra, WhatsApp Business solution provider, which [terms of service](#) you need to accept as well to be able to fully use the service.

Inside WhatsApp Business integration there're prepaid conversation packages, which is a service that allows you to buy conversation packages that you can spend by sending one-on-one messages or bulk messages to your customers. These Terms apply to any account with the WhatsApp Business application installed on LiveChat.

Please read these Terms carefully before using WhatsApp Business Integration and Prepaid conversation packages. By adding the WhatsApp Business application to LiveChat, you are agreeing to follow these Terms for as long as you remain the application installed in LiveChat.

If you have any questions about these Terms, feel free to [contact us](#).

Part B: Term

When you sign up for an account and agree to these Terms, the Agreement between you and LiveChat Integrations is formed, and the term of the Agreement (the "Term") will begin. The Term will continue for as long as you have a WhatsApp Business integration installed or until you or we terminate the Agreement in accordance with these Terms, whichever happens first. If you sign up for an account on behalf of a company or other entity, you represent and warrant that you have the authority to accept these Terms and enter into the Agreement on its behalf.

Part C: Payment Terms

You understand and agree:

1. When you sign up to WhatsApp Business integration, you agree to monthly (or annually) recurring billing, starting on the date you sign up for WhatsApp Business integration. The final account will depend on the number of WhatsApp numbers you connect to the integration.
2. Prepaid conversation packages is a one time direct payment, paid in advance for a selected amount of conversations (100, 500 or 1000 conversations package)
3. The cost for your prepaid package will be detailed on your bill and will be viewable in your account.
4. In case you won't use your conversations in a given month they will be transferred to the following month, up until (A) they are used completely, (B) you uninstall WhatsApp Business integration, © you unsitall LiveChat
5. If you choose to uninstall WhatsApp Business integration or LiveChat, you will immediately lose access to all bought and remaining conversations
6. You agree to pay for your connected WhatsApp numbers and Prepaid conversation packages and you authorize LiveChat Integrations to charge your payment method on file with us for all amounts owed associated with your WhatsApp numbers and Prepaid conversation packages use.

Part D: Compliance with WhatsApp Terms and statutory law

1. You hereby warrant and represent to use the WhatApp Business integration strictly in accordance with the applicable WhatsApp Business Solution Terms <https://www.whatsapp.com/legal/business-solution-terms>, as well as all other applicable WhatsApp terms, guidelines and policies, most

importantly:

<https://www.whatsapp.com/legal#terms-of-service>,

<https://www.whatsapp.com/policies/business-policy>,

<https://www.whatsapp.com/policies/commerce-policy/>,

<https://www.whatsapp.com/privacy> and

<https://www.whatsapp.com/legal/#privacy-policy> , altogether the “WhatsApp Terms”.

2. You acknowledge and agree that WhatsApp may modify the WhatsApp Terms and/or release additional terms, guidelines, and policies, and upon their release, such additional terms, guidelines, and policies shall become part of the WhatsApp Terms.
3. You will use the Service to provide its Customers with WhatsApp messages for Customer care and relations purposes.
4. You assume full responsibility for the text, links, numbers and in general of the Content of the WhatsApp messages sent through the Service.
5. You warrant and undertake that it will (i) use the Service for lawful purposes and comply with all laws and regulations of the Customers’ countries relating to the sending and Contents of its WhatsApp messages (including but not limited to, according to countries, the obligations on specific days and times for sending WhatsApp messages, Customer’s pre-contractual information, prohibition over Contents, respect of law and order); (ii) obtain and maintain all necessary permits, consents, authorisations or certifications for sending the WhatsApp messages and the Contents (including, without limitation, those from Customers, owners of database, copyrights or performing rights organisations) and that the Contents does not infringe the intellectual property or other rights of any person; (iii) provide promptly any information relating to the Contents, reasonably requested by any network operator and/or legal, governmental, regulatory or statutory authority; and (iv) immediately comply with such directions as may be issued from time to time by a network operator and/or legal, regulatory, governmental and/or statutory authority in relation to the Contents and will fully cooperate with Kaleyra’s request for assistance in conforming the Service to any new requirements or determinations.
6. You acknowledge that the following Meta terms and conditions apply, that they’re periodically updated by Meta and that they can be consulted on-line at the URL below. You acknowledge in particular that, among other Meta provisions, the use of the Service for gaming activities is forbidden and that the Service reselling is prohibited. You furthermore agree to these additional terms are deemed incorporated

into the Contract by reference

<https://www.whatsapp.com/legal/meta-terms-whatsapp-business?fbclid=IwAR2sf3RTiQmgpbOvPRCQ7fwhpmxRRC-IKg2RskCKNrR6WQTBfpYw2nouSp4>.

Part E: Loss of Access to conversations

You will immediately lose access to Conversations if any of the following happens:

1. You cancel or close your WhatsApp Business account;
2. You cancel or close your LiveChat account;
3. LiveChat suspends, cancels, terminates, or closes your account for any reason.

Part F: Important Things for You to Know

You understand and agree:

1. LiveChat Integrations may modify the terms of the WhatsApp Business integration and prepaid conversations offering, or cancel, terminate, disable, or discontinue its availability at any time.
2. LiveChat Integrations may refuse service or limit, suspend, or terminate your access to your WhatsApp Business integration and prepaid conversations at any time, with or without cause.
3. It is your responsibility to consult with a legal advisor to make sure your use of WhatsApp conversations is compliant with all applicable laws.
4. If required in the countries or jurisdictions where you are sending WhatsApp Messages, you represent that you will provide recipients with a method to contact you to opt out of receiving future communications. Furthermore, you agree to honor any opt-out request you may receive from any recipients from receiving future WhatsApp messages.

Part G: Record Retention

LiveChat Integration's current policy is not to retain any messages and limit solely to metadata, like API calls, API events, IDs, and phone numbers. However, WE DO NOT GUARANTEE RETENTION OF ANY information. If you want to retain information about your messages, then you are responsible for transferring and saving that data on your own.

PART H: Refunds

You won't be entitled to a refund or credit from us under any circumstance. However, we may, at our sole discretion, offer a refund, discount or credit.

Part I: Compliance with Laws and LiveChat Integrations and Meta Terms

You are responsible for understanding and complying with all applicable laws, rules, and regulations and determining whether our Service, including the WhatsApp Business application, are suitable for you in light of such laws, rules, and regulations. Your use of the WhatsApp Business application, including the content of any messages you might create, is subject to review by LiveChat Integrations and Meta. If you do not comply with our Terms that apply to your LiveChat Integrations account, then any of the following actions may be taken as determined in our sole discretion: (1) Meta or we may revoke your ability to send WhatsApp Messages; and/or (3) Meta or we may suspend or terminate your account.

Part J: Limits on Liability and Indemnification

Notwithstanding anything to the contrary, the total liability of LiveChat Integrations and our third-party providers, licensors, distributors, or suppliers to you for all claims arising out of or relating to your use of the WhatsApp Business application or these Terms shall be limited to no more than the amount that you paid us for the WhatsApp Business application the preceding month. NEITHER LIVECHAT INTEGRATIONS NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS, DATA, REVENUES, BUSINESS OPPORTUNITIES, GOODWILL, OR ANTICIPATED SAVINGS).

NOTWITHSTANDING ANYTHING TO THE CONTRARY, WHATSAPP BUSINESS APPLICATION IS PROVIDED AS-IS, WITHOUT ANY WARRANTIES WHATSOEVER.

We and our Team aren't responsible for the behavior of any third parties, agencies, linked websites, or other Members, including third-party applications, products, or services for use in connection with the Service (each, a "Third-Party Integration"). Your use of any Third-Party Integration and rights with respect to such Third-Party Integration are solely between you and the applicable third party. We are not responsible for the privacy, security or integrity of any Third-Party Integration or the practices and policies of any Third-Party Integration. We make no warranties of any kind and assume no liability of any kind for your use of any Third-Party Integration.

Part K: Miscellaneous

1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Poland with the UN Convention on Contracts for the International Sale of Goods and conflicts-of-laws rules being excluded
2. The place of performance and venue is Wrocław, Poland. However, LiveChat Integrations reserves the right to use any other legally admissible venue.
3. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to applicable laws, then the remaining provisions of this Agreement, if capable of substantial performance, shall remain in full force and effect.