Terms of Use

Clause I - Services provided and applicable contractual documents:

1.1 WHATICKET is Software as a Service (Software as a Service - SaaS) for companies (Business to Business - B2B) and people (Business to Person - B2P) that facilitates customer relationship management, through the centralization and distribution of contact and customer service, with multichannel communication coverage;

1.2 The main communication channel on which the WHATICKET solution works is WhatsApp;

1.3 The WHATICKET solution also works with the communication channels of the Meta group, involving Facebook and Instagram;

1.4 The CLIENT may use its own pre-existing number to communicate via WhatsApp;

1.5 The CLIENT may use a pre-existing business account to use the communication via Meta (Facebook and Instagram);

1.6 In addition to these Terms of Use and the Terms of Use of WhatsApp, Facebook and Instagram (Meta), other documents may apply to the provision of their services, according to particular formal arrangements that may exist between us, in this case, all these documents compose and form your Agreement;

1.7 The provisions contained in private documents that may exist between us will prevail when they treat any content of these Terms differently. This prevalence will occur exclusively on this specifically considered content;

Clause 2 - Parties to the Agreement

2.1 The parties to this contract are:

2.1.1 WHATICKET comprising the American company registered under EIN No. 36-5009350 with address at 2001 Limestone Rd STE 300-C, Wilmington, Delaware 19808;

2.1.2 "You" or "CUSTOMER": business company or individual that contracts the licensing of the WHATICKET solution, thus becoming legally and financially responsible before WHATICKET;

Clause 3 - Prices and commercial conditions

3.1 Unless otherwise stipulated in a separate document between the parties, the applicable prices, as well as the features present in each available contracting plan, are those exposed in the link https://whaticket.com/precios/;

3.1.1 The prices shown do not include any taxes or withholdings, which are the exclusive responsibility of the CLIENT;

3.1.2 When the CLIENT contracts WHATICKET from a country where WHATICKET does not have a local operation, the services will be provided and billed from its operation in the United States, as the case may be;

3.2 The choice of plan is made by you at the time of contracting within the platform itself through the "subscriptions" button located on your left menu;

3.2.1 Plan changes must also be requested from within the platform itself through the "subscriptions" button located on its left menu;

3.3 Subscription contracting plans comprise a fixed monthly or annual cost, determined based on the number of connections (WhatsApp numbers) and users of the WHATICKET solution contracted;

3.4 Any purchase of credits for the messaging campaign functionality will be made completely independently and additionally and can also be carried out within the platform itself through the "subscriptions" button located on its left menu;

Clause 4 - Payment Methods

4.1 The accepted payment methods are: Automatic Debit by Credit Card or Debit Card;

4.2 Depending on your nationality, contracting that WHATICKET is a company based in the United States, it may be necessary for the card to be international;

4.3 Charges will be made monthly and in advance, the first payment being made at the time of contracting;

4.4 WHATICKET does not store any credit card information, only the last four digits of the card and a token identifying the means of payment provided by Stripe are kept. (Stripe.com);

4.5 WHATICKET may suspend and block the CLIENT's access to the solution and even terminate this contract for good reason, if the CLIENT improperly promotes: (1) chargeback requests or (2) disputes with the credit card operator of the charge provided for in this clause;

4.6 Delays in payment will authorize WHATICKET to suspend all or part of the services provided, including the functionality of sending and receiving messages via WhatsApp, Facebook, Instagram or sending campaigns;

4.7 Depending on the case, in addition to the suspension of services provided for in the previous clauses, the amounts due will be increased by default interest of 1% per month and a non-compensatory fine of 10%;

Clause 5 - Requirements for using the WHATICKET solution:

5.1 The following are requirements for the provision of services by WHATICKET:

5.1.1 Updated web browser compatible for access;

5.1.2 Compatible mobile cellular device;

5.1.3 Acceptance and submission to the conditions set forth in these Terms;

5.1.4 Payment in accordance with the contracted plan;

5.1.5 The registration of the CLIENT's data and its authorized users on the WHATICKET platform;

5.1.6 Keeping the registered data updated;

5.1.7 The configuration of the services by the CLIENT according to its needs;

Clause 6 - Declarations of the Parties

6.1 WHATICKET and you, who have agreed to the application and content of these Terms, declare that:

6.1.1 They are legally capable and legitimated to contract, are duly accredited to carry out their activities and are in good standing, having all licenses, authorizations, certificates, permissions or any other requirements that may be necessary at the federal, State and municipal levels;

6.1.2 Fully comply with their legal obligations, especially those of a tax, labor and social security nature;

6.1.3 They have the respective and necessary technical and operational requirements to guarantee the provision and enjoyment of the services offered by WHATICKET;

6.1.4 There is no administrative, judicial or contractual obstacle that prevents them from complying with the obligations assumed under their Contract;

6.1.5 They will guide their conduct, during and after the term of their Contract, in good faith and transparency, so as not to harm each other's rights and legitimate expectations and will respect the social function of their Contract;

6.1.6 In order to establish the contractual relationship between them, considerable or large investments were not necessary;

6.1.7 They undertake to comply with all applicable legislation;

Clause 7 - General Forecasts

7.1 If any of the Parties does not enforce - when it is optional - any of the provisions governing the relationship between them or any right that they have, such fact shall not be interpreted as a waiver or as a new contractual stipulation;

7.1.1 If, for any reason, any contractual provision that governs the Agreement between the Parties is considered invalid, illegal or unenforceable, the others - insofar as it is not impossible or illogical - will remain unchanged and fully effective. If necessary, the affected provisions may be replaced by new ones, the effects of which are as close as possible to those desired by the Parties when those provisions are accepted and agreed;

7.1.1 The constitution of the relationship between the Parties will not matter exclusively, and the Parties will remain free to contract with other suppliers or customers;

7.1.2 Both Parties shall make all possible efforts to oblige any successors to comply with the obligations assumed contractually;

7.1.3 Without limiting the obligations and guarantees stipulated in these Terms, the contracted services will be provided by WHATICKET "as is" ("as is"), without any guarantees and obligations, within the applicable legal limits, of improvements or suitability for a specific purpose ;

7.1.4 The relationship between WHATICKET and CLIENT is that of service provider and service taker, respectively, so that it will not be considered, under any circumstances, as a means to constitute a company, joint venture, association, mandate, representation, agency, consortium or even to set up a labor relationship in any format;

Clause 8 - Update of contractual documents

8.1 The CLIENT acknowledges and agrees that any changes to these or other Terms that govern the relationship between the Parties may be unilaterally carried out by WHATICKET in order to include changes or developments in the services and/or communication channels on which the solution works. WHACICK;

Clause 9 - Intellectual Property

9.1 The Parties undertake to reciprocally and permanently respect copyrights, trademarks, patents, registrations, source codes, software, industrial designs and other intellectual property rights;

9.2 Given the nature of the activity carried out by WHATICKET, licensing the use of software in an as-a-service format for a communication solution on digital communication channels, any type of development carried out on its platform will be considered as its property, and it is up to the CLIENT, as the case may be, the license to use this eventual development only while contracted;

9.3 The Parties undertake not to reproduce, decompile or reverse engineer any of each other's services or platforms;

9.4 The use of the name, logo or other distinctive signs of one party by the other can only occur with authorization in this sense, unless otherwise provided in any other document signed between us, both parties being obliged, in any case, to never harm or violate another's rights by doing so;

Clause 10 - Secrecy and Confidentiality

10.1 Given the nature of the relationship between the Parties and the nature of the services provided by WHATICKET, the Parties acknowledge that information considered confidential may be exchanged between them;

10.2 Information that is not: (1) available to the public, (2) made available to the public by the owner of the information, (3) known to any of the Parties before having access to certain information by virtue of its Contract, (4) have their disclosure determined by a court order or administrative authority in the exercise of their powers or (5) come to the knowledge of any of the Parties with an origin different from the contractual relationship maintained between them and without breach of any obligation of secrecy that is of knowledge of the one receiving the information;

10.3 In the event of a judicial or administrative determination to disclose confidential information, the Party that has to comply with the order shall have the duty to inform the owner of the information - when this act of informing is not legally prohibited by the disclosure order - which must do before disclosing the information or, when this cannot be done for any reason, as soon as possible;

10.4 Confidential information provided by either Party for the performance of its Contract shall be used exclusively for the purposes and to the extent of the need for which it was disclosed. In compliance with these guidelines, the Parties consent to the disclosure of confidential information to employees, agents or representatives, who shall be subject to the same or more rigorous duty of confidentiality;

10.5 The duties of secrecy and confidentiality provided for in these Terms will remain in force for up to 5 (five) years after the end of the contractual relationship between the Parties;

Clause 11 - Subcontracting

11.1 WHATICKET may subcontract partner companies for the execution of part of the services contracted by the CLIENT;

Clause 12 - Ethics and Anti-Corruption Practices

12.1 The Parties undertake to strictly comply with updated Brazilian anti-corruption legislation, in addition to observing the highest standards of good governance in our respective markets and in terms of communication;

12.2 The Parties undertake to prevent any amounts, gifts or advantages from being given or received that are not a contractual consequence of the obligations assumed between them;

12.3 The Parties declare that they are not involved and undertake not to get involved, directly or indirectly, by themselves or their representatives, in any activity or practice that constitutes a violation of any anti-corruption legislation;

12.4 The Parties undertake to (1) not use child, slave or similar labor and (2) observe and comply with the applicable legal provisions regarding the protection of the environment;

12.5 The duties and declarations assumed by the Parties may be subject to a personal audit or by third parties specifically hired, at which time the documents and activities that prove the Party's compliance with the terms of this clause will be searched and analyzed;

Clause 13 - Acts of God and Force Majeure

13.1 In the event of events that can be classified as acts of God or force majeure occur, the Party that becomes aware of the event must inform the other within 3 (three) days of the occurrence of the fact together with the measures being taken to combat the fact and forecast of regularization, when possible;

13.2 The deadlines that may be affected by acts of God or force majeure will be extended in proportion to the delay;

13.3 The interruption of the services provided by WHATICKET for a period exceeding 15 (fifteen) days during acts of God or force majeure will allow either Party to terminate the Agreement without any amounts due as a fine or indemnity. In this case, the amounts calculated due to the use and/or availability, as the case may be, of the services provided will still be due;

13.4 Acts of God or Force Majeure shall not be considered excluding the duty of financial consideration assumed by the CLIENT in exchange for the provision of services by WHATICKET;

Clause 14 - Hypotheses of Contract Termination

14.1 Without prejudice to any other right or remedy that WHATICKET may have against the Customer, WHATICKET may terminate the contract at any time and without legal intervention in the event of exceptional circumstances that make it impossible to continue any professional cooperation between WHATICKET and the Customer;

14.1.1 The Customer agrees that the following circumstances shall be regarded as exceptional circumstances:

14.1.1.1 If WHATICKET detects or has substantial reason to believe that: Customer Data is false, misleading, inaccurate or obsolete;

14.1.1.2 The Customer materially breaches any of the provisions of these terms of service and, without prejudice to a notification from WHATICKET (i) to rectify the situation, as well as (ii) refrain from such breach and, if possible, (iii) prevent such breach or breaches from occurring in the future, fail to comply with such request within 7 calendar days of receipt of such notice, without prejudice to WHATICKET claiming additional compensation from the Customer as a result of such breach of contract;

14.1.1.3 Customer uses the Tool, Application and Services for unauthorized, illegal and/or inappropriate purposes;

14.1.1.4 The agreement with the Customer is based on incorrect or false information from the Customer;

14.1.1.5 The Customer requested the Services for reasons that cannot be considered objectively reasonable and acceptable;

14.1.1.6 If the Customer assigns its payments, declares bankruptcy, is declared bankrupt, goes into liquidation or similar process or is liquidated;

14.1.1.7 If the Customer commits an act of dishonesty, disloyalty or fraud in relation to WHATICKET, its Business or the Tool, Application and Services;

14.1.2 In the event of termination by WHATICKET, notified by email or any other means of communication, the contract will be automatically terminated without prior notice or compensation and without prejudice to the right to compensation;

14.1.3 WHATICKET does not guarantee (i) your ability to use the Service, (ii) your satisfaction with the Service, (iii) that the Service will be available at all times, uninterrupted and error-free (iv), the accuracy of the mathematical calculations performed by the Service, and (v) that bugs or errors in the Service will be corrected;

14.1.34 WHATICKET is not liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or other damages arising out of or in any way related to your use of the Service. Your only remedy for dissatisfaction with the Service is to stop using the Service;

14.2 The Customer may cancel his subscription immediately and terminate this agreement directly within the platform, by accessing the "subscriptions" menu and selecting the option to cancel his subscription;

14.2.1 Termination will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and waiver of all Content in your Account. This information cannot be retrieved from WHATICKET once your account is closed. Please be aware of this;

14.2.2 No refunds or credits for fees will be provided if you choose to terminate this Agreement prior to the end of its Term. If you terminate this Agreement prior to the expiration of its Term, or WHATICKET makes such termination, in addition to other amounts you may owe WHATICKET, you must immediately pay any unpaid fees associated with the remainder of your Term;

14.3 In addition to other cases provided for in this or other applicable documents, the Agreement entered into between the Parties may be considered terminated when:

14.4 The services offered by WHATICKET can no longer be provided for acts or facts attributable to either Party or third parties;

14.5 The CLIENT remains in default for a period exceeding 7 (seven) days;

Clause 15 - Beta Services and Free Services

15.1 WHATICKET may occasionally provide services in Beta phase. The classification of a service as "Beta";

15.1.1 Services in Beta phase are those that are not 100% (one hundred percent) completed and that are in constant evolution, but that present improvements or new functionalities that are already able to be used in a functional and effective way;

15.2 Beta Products may be provided free of charge or upon payment, which will not detract from their Beta characteristics;

15.3 Services in Beta phase may not function perfectly, as conditions such as availability, efficiency and others found in regular services may not apply;

15.4 The use of services in Beta phase by the CLIENT is voluntary and subject to the provisions set forth in this clause, so that the CLIENT cannot be held responsible for harmful acts or facts directly linked to the use of the service in Beta phase;

15.5 Services in Beta phase may present their own Terms of Use that will deal in detail with the specifics of the conditions and obligations inherent to such services;

15.6 WHATICKET does not guarantee the continuity of the service or the release of its commercial version;

15.7 WHATICKET may discontinue services in Beta phase or any time and without prior notice;

15.8 In addition to services in the Beta phase, WHATICKET may also make free trials, services or free features available to the CLIENT through its Platform;

15.9 Free services may be discontinued or charged at a future time. The CLIENT will be informed in advance, at least 30 (thirty) days in advance, of the commercial conditions proposed for the use of the service;

Clause 16 - Trafficked Content

16.1 It is exclusively up to the CLIENT to choose and/or prepare the content to be sent in the messages transmitted through the services provided by WHATICKET;

16.2 When communicating, however, the CLIENT must:

16.2.1 Always identify yourself clearly, accurately and legitimately when starting your communication;

16.2.2 Not to traffic dubious content, whose nature cannot be clearly identified;

16.2.3 Not to send messages whose content is known to be false or purposefully out of date;

16.2.4 Respect the social function of communication;

16.2.5 Not to violate the rights of third parties;

16.2.6 Respect the rights of holders of personal data treated by the communication made;

16.2.7 observe and follow the current and applicable legislation, in addition to the rules of use of the communication channel used, especially the Terms of Use - WhatsApp, Facebook and Instagram (Meta);

16.3 Regardless of the solution licensed by WHATICKET, the messages transmitted must have a strictly commercial, corporate and/or institutional nature and the use of WHATICKET services for message traffic of a personal or other nature is prohibited;

16.4 If, due to the content transmitted by the CLIENT, WHATICKET suffers (1) any type of sanction, legal or contractual, imposed by a government agency or company controlling a communication channel, or suffers (2) any type of damage claimed by a third party, the CLIENT will be charged the corresponding amount in full and immediately, without prejudice to the determination of any other additional loss and damage;

Clause 17 - Pricing Policy

17.1 WHATICKET may, upon prior notice of at least 30 (thirty) days, change the prices charged on the service provided according to its needs;

17.2 If the CUSTOMER does not agree with the updated prices, he may terminate the consolidation of his Contract, free of charge, directly within the platform through the "subscriptions" button on his left menu;

17.3 The use of the services provided by WHATICKET will imply acceptance by the CLIENT of the new commercial conditions;

Clause 18 - Responsibilities

18.1 WHATICKET will not be responsible for:

18.1.1 Indirect and/or consequential damages (including, but not limited to, loss of income, loss of goodwill and damage to Customer's property caused by the Tool, Application and Services). This limitation of liability also applies where WHATICKET has been specifically informed of the potential loss by the Customer;

18.1.2 Defects that have been caused directly or indirectly by the act of the Customer or a third party, regardless of whether they are caused by error or negligence;

18.1.3 Damage caused by using the Tool, Application and Services for a purpose other than the purpose for which it was developed or intended by WHATICKET;

18.1.4 Additional damage caused by continued use by Customer, Administrator and/or Users after a defect is detected;

18.1.5 The loss or misuse of Customer Data, unless it is solely caused by the Tool;

18.1.6 Damages caused by failure to comply with any advice and/or guidance that may be given by WHATICKET, which it always provides on a discretionary basis;

18.1.7 Damage caused by force majeure;

18.1.8 Customer is deemed not to provide any confidential information (eg on the development of data, research, including Data Nor any login data to any WHATICKET employee (in any way and for any reason). If Customer, contrary to the above, provides any such data to WHATICKET, Customer acknowledges that it is acting entirely at its own risk. In this regard, Customer indemnifies WHATICKET against any liability or responsibility in relation to the information provided that it deems in relation to Customer Data;

18.1.9 The Customer shall indemnify and/or hold WHATICKET harmless against all claims of any nature which may arise from the existence, implementation, non-compliance and/or termination of these terms of service and which have been caused by its own negligence, fault or carelessness or by its Administrator and/or any of its Users;

18.2 WHATICKET will not indemnify damages of any nature that are caused by virtue of the present of messages transmitted by the CLIENT;

18.3 WHATICKET will not indemnify lost profits or damages caused as a result of loss of chance or similar hypotheses;

18.4 WHATICKET will not indemnify damages caused as a result of the use of products in Beta phase;

18.5 WHATICKET will not be liable for acts, facts or failures directly attributable (1) to the products of communication channels, such as Facebook, Instagram (Meta), or (2) to third parties whose performance is not under its direction, supervision or responsibility;

18.6 If WHATICKET is subject to a notice by any government authority or a third party supplier, and this notice originates from an act or fact practiced (1) by the CLIENT, (2) by a third party that may be understood to be the CLIENT's responsibility or (3) by any act or fact outside any of the CLIENT's access credentials to any of the channels, platforms or tools offered by WHATICKET, the CLIENT shall assume responsibility for this assessment and reimburse WHATICKET for any expenses it has incurred or damages that suffered as a result of the assessment;

18.7 Except for the cases provided for in the clauses above or in others specifically provided for in these Terms, WHATICKET and the CLIENT will respond within the limits of their respective participation in each harmful event;

18.8 The CUSTOMER shall jointly indemnify WHATICKET in the event of any of its obligations set forth in this or other applicable document, the CLIENT, remaining free from any liability for acts, facts or omissions practiced by the CLIENT, even within the scope of their relationship;

18.9 The CUSTOMER will indemnify WHATICKET, in case of breach of any of its obligations set forth in this or other applicable terms, for any loss or damage of any nature, including material, moral, image or any other damage, direct and indirect that WHATICKET may suffer as a result of the breach - with the broadest and most complete defense and/or representation of the innocent party from that process;

18.10 In the case of judicial or administrative proceedings, the Party that is responsible for the facts found therein - in accordance with the law or any of the applicable terms - shall (1) make all possible efforts to defend and hold the innocent party harmless and (2) assume its share of responsibility for the acts and facts under discussion, seeking, when applicable, the exclusion of responsibility of the innocent party from that process;

Clause 19 - Information Security and Personal Data Processing

19.1 WHATICKET and the CLIENT undertake to process the Personal Data involved in the preparation and necessary for the execution of the contract signed between them, solely and exclusively to fulfill the purpose for which they are intended and in respect of all applicable legislation on privacy and protection of Personal Data, under penalty of incurring a fine for breach of contract, without prejudice to losses and damages;

19.2 WHATICKET or its affiliates, its employees, representatives, contractors or others will carry out the Processing of Personal Data on behalf of the CLIENT (1) will ensure that any person involved in the Processing of Personal Data on its behalf, as virtue of the contract entered into between WHATICKET and the CLIENT, will comply with the provisions set forth in this clause;

19.2.1 Purpose: WHATICKET, as Operator, will process the Personal Data received only to comply with the provisions of the contract signed with the CLIENT, in any amendments or to comply with the instructions provided by the Controller within the contractual relationship, always in compliance with the applicable principles and rules, observing the applicable privacy and data protection legislation;

19.2.2 Security measures and controls: WHATICKET declares and guarantees to have measures implemented to protect the Personal Data processed, as well as an information security policy in place, which determines technical and administrative measures capable of guaranteeing the integrity, availability and confidentiality of the information processed;

19.2.3 Sharing of Personal Information: WHATICKET will ensure that Personal Data is not accessed, shared or transferred to third parties (including subcontractors, authorized agents and affiliates) without the prior written instruction of the Controller, except so necessary for the execution of the contract signed with the CLIENT;

19.2.4 In cases where shares are shared with third parties, WHATICKET shall ensure that the third parties (a) observe the applicable legislation on privacy and data protection; (b) observe the purpose and guidelines established by the Controller for the Processing of Personal Data; and (c) adopt at least the same data protection standards adopted by WHATICKET;

If you have any questions, we are here to help you.
Write to us at
hola@whaticket.com or at +51 9 4533 6847.