

Terms of Use

This document sets out the terms and policies that define the relationship between you (the client) and WHATICKET.

Clause 1 - Services Provided and Applicable Contractual Documents:

1.1 WHATICKET is a Software as a Service (SaaS) solution for businesses (Business to Business - B2B) and individuals (Business to Person - B2P) that facilitates customer relationship management through the centralization and distribution of contacts and customer support, with multichannel communication coverage.

1.1.1 The primary communication channel on which the WHATICKET solution operates is WhatsApp.

1.1.2 The WHATICKET solution also works with the communication channels of the Meta group, including Facebook and Instagram.

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

1.1.4 The CLIENT may use a pre-existing business account to use communication via Meta (Facebook and Instagram).

1.2 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 its services, according to the particular formal arrangements that may exist between us. In this case, all these documents make up and form your agreement.

1.3 The provisions contained in private documents that may exist between us shall prevail when they treat any content of these terms differently. This prevalence shall occur exclusively over that specifically considered content.

Clause 2 - Parties to the Agreement

2.1 The parties to this contract are:

2.1.1 WHATICKET: comprised of Whaticket LLC, a U.S. company registered under EIN No. 36-5009550, with address at 407 Lincoln Road, Suite 8N-421, Miami Beach, FL 33139, United States;

2.1.2 "You" or "CLIENT": a company or individual that contracts the licensing of the WHATICKET solution, thereby becoming legally and financially responsible to WHATICKET.

Clause 3 - Prices and Commercial Terms

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 set out at <https://whaticket.com/precios/>.

3.1.1 The prices shown do not include taxes or withholdings, which are the CLIENT's sole responsibility.

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 applicable.

3.2 The plan is chosen by you at the time of contracting, within the platform itself, through the "subscriptions" button located in your left-hand menu.

3.2.1 Plan changes must also be requested from within the platform itself, through the “subscriptions” button located in your left-hand menu.

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

3.4 Any purchase of credits for the messaging campaign feature will be made completely independently and in addition, and may also be done within the platform itself through the “subscriptions” button located in your left-hand menu.

Clause 4 - Payment Methods

4.1 The accepted payment methods are: automatic debit via credit or debit card.

4.2 Depending on your nationality, and considering that WHATICKET is a U.S.-based company, an international card may be required.

4.3 Charges will be made monthly and in advance, with the first payment 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 payment method provided by Stripe (Stripe.com) are retained.

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

4.6 Payment delays will authorize WHATICKET to suspend, in whole or in part, the services provided, including the ability to send and receive messages via WhatsApp, Facebook, Instagram, or send campaigns.

4.7 As applicable, in addition to the suspension of services provided for in the preceding clauses, amounts owed will be increased by late-payment interest of 1% per month and a non-compensatory penalty 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 An updated, compatible web browser for access.

5.1.2 A compatible mobile device.

5.1.3 Acceptance of and submission to the conditions established in these Terms.

5.1.4 Payment in accordance with the contracted plan.

5.1.5 Registration of the CLIENT's data and its authorized users on the WHATICKET platform.

5.1.6 Keeping the registered data up to date.

5.1.7 Configuration of the services by the CLIENT according to its needs.

Clause 6 - Representations of the Parties

6.1 WHATICKET and you, having accepted the application and content of these Terms, represent that:

6.1.1 They are legally capable and entitled to contract, are duly accredited to carry out their activities, and are in good standing, holding all licenses, authorizations, certificates, permits, or any other requirement necessary at the Federal, State, and Municipal levels.

6.1.2 They fully comply with their legal obligations, especially those of a tax, labor, and social security nature.

6.1.3 They have the necessary technical and operational requirements to ensure the provision and enjoyment of the services offered by WHATICKET.

6.1.4 There is no administrative, judicial, or contractual obstacle preventing them from fulfilling the obligations assumed under their contract.

6.1.5 They will conduct themselves, during and after the term of their Contract, in good faith and with transparency, so as not to harm the rights and legitimate expectations of others, and will respect the social function of their contract.

6.1.6 Substantial or significant investments were not necessary to establish the contractual relationship between them.

6.1.7 They undertake to comply with all applicable legislation.

Clause 7 - General Provisions

7.1 If either Party does not enforce -when optional- any of the provisions governing the relationship between them, or any right they hold, such fact shall not be construed as a waiver or as a new contractual stipulation.

7.1.1 If, for any reason, any contractual provision governing the Agreement between the Parties is deemed invalid, illegal, or unenforceable, the remaining provisions, to the extent not impossible or illogical, shall remain unchanged and in full force. If necessary, the affected provisions may be replaced by new ones, whose effects are as close as possible to those intended by the Parties when such provisions are accepted and agreed upon.

7.1.1 The establishment of the relationship between the Parties shall not imply exclusivity, and the Parties shall remain free to contract with other suppliers or clients.

7.1.2 Both Parties will make every effort to bind their successors to fulfill the obligations contractually assumed.

7.1.3 Without prejudice to the obligations and warranties stipulated in these Terms, the contracted services will be provided by WHATICKET "as is," without warranties or obligations, within applicable legal limits, of improvement or fitness for a particular purpose.

7.1.4 The relationship between WHATICKET and the CLIENT is that of a service provider and service recipient, respectively, and shall in no case be considered a means of establishing a partnership, joint venture, association, mandate, representation, agency, consortium, or even an employment relationship of any kind.

Clause 8 - Update of Contractual Documents

8.1 The CLIENT acknowledges and agrees that any change to these or other Terms governing the relationship between the Parties may be made unilaterally by WHATICKET, in order to incorporate changes or developments in the services and/or communication channels in which the solution operates.

Clause 9 - Intellectual Property

9.1 The Parties undertake to mutually 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, which licenses the use of software in an as-a-service format for a communication solution across digital channels, any development carried out on its platform will be considered its property, with the CLIENT, where applicable, holding only a license to use such development for as long as it remains contracted.

9.3 The Parties undertake not to reproduce, decompile, or reverse engineer any of the other party's services or platforms.

9.4 The use of one party's name, logo, or other distinctive signs by the other may only occur with authorization to that effect, unless otherwise provided in any other document executed between us, with both parties obligated, in any case, to never harm or violate the rights of others in 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) publicly available, (2) made available to the public by the information's owner, (3) known by either Party before gaining access to certain information under the Contract, (4) required to be disclosed by court order or administrative authority in the exercise of its powers, or (5) obtained by either Party from a source other than the contractual relationship between them and without breach of any duty of confidentiality known to the recipient of the information.

10.3 In the event of a judicial or administrative determination to disclose confidential information, the Party required to comply with the order must inform the information's owner -when doing so is not legally prohibited by the disclosure order- which it 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 will be used exclusively for the purposes and to the extent necessary 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 will be subject to the same or a more stringent duty of confidentiality.

10.5 The duties of secrecy and confidentiality set forth in these Terms shall remain in effect 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 to carry out part of the services contracted by the CLIENT.

Clause 12 - Ethics and Anti-Corruption Practices

12.1 The Parties undertake to strictly comply with current Brazilian anti-corruption legislation, in addition to observing the highest standards of good practice in their respective markets and in matters of communication.

12.2 The Parties undertake to prevent the giving or receiving of amounts, gifts, or advantages 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 become involved, directly or indirectly, by themselves or through their representatives, in any activity or practice constituting 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 applicable legal provisions regarding environmental protection.

12.5 The duties and representations assumed by the Parties may be subject to audit by themselves or by expressly engaged third parties, at which time the documents and activities evidencing the Party's compliance under this clause will be sought and analyzed.

Clause 13 - Act of God and Force Majeure

13.1 In the event of facts that may be classified as an act of God or force majeure, the Party aware of the fact must inform the other within 3 (three) days of its occurrence, together with the measures being taken to address it and, when possible, an estimate for regularization.

13.2 Deadlines that may be affected by an act of God or force majeure will be extended in proportion to the delay.

13.3 The interruption of services provided by WHATICKET for a period exceeding 15 (fifteen) days due to an act of God or force majeure will allow either Party to terminate the Contract, with no amounts owed as a penalty or indemnity. In this case, amounts calculated based on the use and/or availability, as applicable, of the services provided will remain due.

13.4 An act of God or force majeure will not be considered as excluding the CLIENT's duty of economic consideration assumed in exchange for the provision of services by WHATICKET.

Clause 14 - Grounds for Termination of the Contract

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

14.1.1 The Client agrees that the following circumstances will be considered exceptional circumstances:

14.1.1.1 If WHATICKET detects or has substantial reason to believe that: the Client's Data is false, misleading, inaccurate, or outdated.

14.1.1.2 The Client materially breaches any of the provisions of these terms of service and, notwithstanding notice from WHATICKET (i) to remedy the situation, as well as (ii) to refrain from such breach and, to the extent possible, (iii) prevent such breach(es) from occurring in the future, fails to comply with such request within 7 calendar days of receiving said notice, without prejudice to WHATICKET's right to claim additional compensation from the Client as a result of such breach of contract.

14.1.1.3 The Client uses the Tool, the Application, and the Services for unauthorized, illegal, and/or inappropriate purposes.

14.1.1.4 The agreement with the Client is based on incorrect or false information provided by the Client;

14.1.1.5 The Client requested the Services for reasons that cannot be considered objectively reasonable and acceptable.

14.1.1.6 If the Client ceases making its payments, declares bankruptcy, enters into liquidation or a similar process, or is liquidated.

14.1.1.7 If the Client commits an act of dishonesty, disloyalty, or fraud in relation to WHATICKET, its business, or the Tool, Application, and Services.

14.1.1.8 If the Client engages in abusive use of the communication channels offered by WHATICKET, including -without limitation- the mass, indiscriminate, or fraudulent creation of WhatsApp numbers, or the sending of messages to contacts who have not given consent to receive such content (spam), in violation of the WhatsApp Business policies and/or Meta's policies.

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 indemnity, and without prejudice to the right to indemnity. In the specific case of the exceptional circumstance provided for in clause 14.1.1.8, termination will be immediate and unilateral, without prior notice, and will not entitle the CLIENT to a refund of amounts already paid.

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, without interruptions and without errors, (iv) the accuracy of the mathematical calculations performed by the Service, and (v) that bugs or errors in the Service will be corrected.

14.1.24 WHATICKET is not responsible for any direct, indirect, incidental, consequential, special, exemplary, punitive, or other damages arising from the use of the Service or otherwise related to it. Your sole remedy in the event of dissatisfaction with the Service is to stop using it.

14.2 The Client may immediately cancel its subscription and terminate this contract directly within the platform, by accessing the “subscriptions” menu and selecting the option to cancel its subscription.

14.2.1 Termination will result in the deactivation or deletion of your Account or your access to it, and the loss and forfeiture of all Content in your Account. This information cannot be recovered from WHATICKET once your account is closed. Please keep this in mind.

14.2.2 No refunds or Fee credits will be provided if you choose to terminate this Agreement before the end of your Term. If you terminate this Agreement before the end of your Term, or if WHATICKET carries out such termination, in addition to any other amounts you may owe WHATICKET, you must immediately pay any unpaid Fee 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 terminated when:

14.4 The services offered by WHATICKET can no longer be provided due to acts or facts attributable to either Party or to 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 Beta-phase services are those that are not 100% (one hundred percent) complete and are in constant evolution, but that offer improvements or new features already usable in a functional and effective manner;

15.2 Beta Products may be offered free of charge or for a fee, which will not diminish the value of their Beta features.

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

15.4 The CLIENT's use of Beta-phase services is voluntary and subject to the provisions of this clause, such that WHATICKET cannot be held responsible for harmful acts or facts directly related to the use of the Beta-phase service.

15.5 Beta-phase Services may have their own Terms of Use, which will address in detail the specific conditions and obligations inherent to such services.

15.6 WHATICKET does not guarantee the continuity of the service or the launch of its commercial version.

15.7 WHATICKET may discontinue Beta-phase services at any time and without prior notice.

15.8 In addition to Beta-phase services, WHATICKET may also make free trials, services, or free features available to the CLIENT through its Platforms.

15.9 Free services may be discontinued or charged for in the future. The CLIENT will be notified in advance, at least 30 (thirty) days ahead, of the proposed commercial terms for the use of the services.

Clause 16 - Content Subject to Transmission

16.1 It is the CLIENT's exclusive responsibility to choose and/or prepare the content to be sent in messages transmitted through the services provided by WHATICKET.

16.2 However, when communicating, the CLIENT must:

16.2.1 Always identify itself clearly, accurately, and legitimately when initiating its communication.

16.2.2 Not transmit dubious content whose nature cannot be clearly identified.

16.2.3 Not send messages whose content is known to be false or deliberately outdated.

16.2.4 Respect the social function of communication.

16.2.5 Not violate the rights of third parties.

16.2.6 Respect the rights of the data subjects whose personal data is processed through the communication carried out.

16.2.7 Observe and follow the applicable legislation in force, as well as the rules of use of the communication channel used, in particular the Terms of Use of WhatsApp, Facebook, and Instagram (Meta).

16.2.8 Comply with the WhatsApp Business policies and Meta's policies related to message sending, refraining from engaging in abusive practices, including -without limitation- the mass, indiscriminate, or fraudulent creation of numbers, and the sending of messages to contacts who have not given consent to receive such content (spam).

16.3 Regardless of the solution or channel used by the CLIENT, transmitted messages must be strictly commercial, corporate, and/or institutional in nature, and the use of WHATICKET's services for transmitting personal or other types of messages is prohibited.

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

16.5 If WHATICKET detects or receives evidence that the CLIENT engages in the abusive use described in clause 16.2.8, WHATICKET may immediately and unilaterally suspend or cancel the CLIENT's account, as provided for in clause 14.1.1.8, with no option for a refund of amounts already paid.

Clause 17 - Pricing Policy

17.1 WHATICKET may, upon at least 30 (thirty) days' prior notice, modify the prices charged for the services provided, according to its needs.

17.2 If the CLIENT does not agree with the updated prices, it may request the cancellation of its contract, free of charge, directly within the platform, through the "subscriptions" button in its left-hand menu.

17.3 The use of the services provided by WHATICKET shall imply the CLIENT's acceptance of the new commercial terms.

Clause 18 - Liabilities

18.1 WHATICKET shall not be liable for:

18.1.1 Indirect and/or consequential damages (including, among others, loss of revenue, loss of goodwill, and damage to the Client's property caused by the Tool, the Application, and the Services). This limitation of liability also applies when WHATICKET has been specifically informed of the potential loss by the Client.

18.1.2 Defects caused directly or indirectly by the action of the Client or third parties, regardless of whether caused by error or negligence;

18.1.3 Damages caused by the use of the Tool, the Application, and the Services for a purpose other than that for which they were developed or intended by WHATICKET.

18.1.4 Additional damages caused by continued use by the Client, Administrator, and/or Users after a defect has been detected.

18.1.5 The loss or misuse of the Client's Data, unless caused solely by WHATICKET's fault.

18.1.6 Damages caused by non-compliance with any advice and/or guidance that may be provided by WHATICKET, which it always provides on a discretionary basis.

18.1.7 Damages caused by force majeure.

18.1.8 It is understood that the Client does not provide any (confidential) information (e.g., an Excel spreadsheet with data, including Client Data) or login credentials to any WHATICKET employee, in any way and for any reason. Should the Client, contrary to the foregoing, provide such data to WHATICKET, the Client acknowledges that it is acting at its own risk. In such case, WHATICKET cannot guarantee the same level of security and confidentiality regarding the information provided as it does regarding Client Data.

18.1.9 The Client shall indemnify and/or hold WHATICKET harmless against all claims of any nature that may arise from the existence, performance, breach, and/or termination of these terms of service, and that have been caused

by its own negligence, fault, or oversight, or by its Administrator and/or any of its Users.

18.2 WHATICKET will not indemnify for damages and losses of any nature caused as a result of the content of messages transmitted by the CLIENT.

18.3 WHATICKET will not indemnify for lost profits or damages and losses caused as a result of loss of a chance or analogous circumstances.

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

18.5 WHATICKET will not be liable for acts, facts, or failures directly linked (1) to communication channel providers, such as Facebook, Instagram (Meta), or (2) to third parties whose actions are not under its direction, supervision, or responsibility.

18.6 If WHATICKET becomes the subject of a notice from a government authority or a third-party provider, and such notice originates from an act or fact carried out (1) by the Client, (2) by a third party who may be understood to be under the Client's responsibility, or (3) by a third party through the improper and negligent use of the Client's access credentials to any of the channels, platforms, or tools offered by WHATICKET, the CLIENT will assume responsibility for such assessment and will reimburse WHATICKET for the expenses incurred or damages suffered as a result of the assessment.

18.7 Except in the cases provided for in the preceding clauses or others expressly provided for in these Terms, WHATICKET and the CLIENT will be liable within the limits of their respective participation in each harmful event.

18.8 The CLIENT will jointly indemnify for damages and losses caused as a result of non-compliance with any of the obligations set forth in these or other applicable Terms, when such non-compliance is carried out (1) by a third party who may be understood to be under the CLIENT's responsibility, or (2) by a third party through the improper and negligent use of its access credentials to any of the channels, platforms, or tools offered by WHATICKET.

18.9 In the face of judicial or administrative proceedings, the Party responsible for the facts proven therein -in accordance with the law or any applicable Terms- must (1) make all reasonable efforts to defend and hold the innocent party harmless, and (2) assume its share of responsibility for the acts and facts under discussion, seeking, where applicable, the exclusion of the innocent party from such proceedings.

Clause 19 - Information Security and Personal Data Processing

19.1 WHATICKET and the CLIENT undertake to process the Personal Data involved and necessary for the performance of the contract entered into between them, solely and exclusively to fulfill the purpose for which it is intended and in compliance with all applicable legislation on privacy and protection of Personal Data, under penalty of a fine for breach of contract.

19.2 WHATICKET or its affiliates, employees, representatives, contractors, or others will carry out the Processing of Personal Data on behalf of the CONTROLLER, ensuring that anyone involved in the Processing of Personal Data on its behalf, under the contract entered into between WHATICKET and the CLIENT, will comply with the provisions of this clause.

19.2.1 Purpose: WHATICKET, as Processor, will process the Personal Data received exclusively to comply with the provisions of the contract entered into with the CLIENT, as amended, or to comply with instructions given by the Controller within the contractual relationship, always in compliance with applicable principles and rules, observing applicable privacy and data protection legislation.

19.2.2 Security measures and controls: WHATICKET represents and warrants that it has implemented measures to protect the Personal Data processed, and that it has an established information security policy, which sets out technical and administrative measures capable of ensuring the integrity, availability, and confidentiality of such data.

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 Controller's prior written authorization, except when necessary for the performance of the contract entered into with the CLIENT.

19.2.4 In cases where actions are shared with third parties, WHATICKET will ensure that third parties: a) observe applicable privacy and data protection legislation; b) observe the purposes and guidelines established by the Personal Data Controller; and c) adopt, at a minimum, the same data protection standards adopted by WHATICKET.

If you have any questions, we're here to help.

Write to
hola@whaticket.com or +51 9 4533 6847.

The boxes highlighted in green indicate the content incorporated in this update (clauses 14.1.1.8, 14.1.2, 16.2.8, and 16.5).