

Terms of Service

Version 1.0, last updated: August 10, 2024

The following terms and conditions, as well as any future modifications (the “Terms”) are a contract between you or your company (“you” or “your”) and HeadChat (“we,” “us,” or “our”) governing your use, and HeadChat’s provision, of the Services (as defined below). By using HeadChat’s software applications, application programming interfaces, HeadChat Webhooks, communication services, networks, and websites, including, but not limited to www.admin.headchat.io, www.headchat.io, (collectively, the “Services”), you acknowledge that you have read, understood, accept and agree to be bound by the most recent version of these Terms.

You may review the most current version of the Terms at any time on the HeadChat website at <https://www.headchat.io/tos> (“Term Page”). HeadChat reserves the right to update and change the Terms from time to time without notice, effective immediately, by posting the updated Terms on the Term Page. Your continued use of the Services after the revision date of any such changes shall constitute consent to such changes. You agree to review the Terms periodically to be aware of any such revisions. Any new features that augment or enhance the current Services, including the release of new tools and resources, shall be subject to the Terms.

If you elect to enable additional functionality or features made available through the Services (“Additional Features”), you may be presented with additional terms related to the use of such Additional Features (the “Additional Terms”). By using the Additional Features, you agree and accept the Additional Terms. In the event of a conflict between these Terms and the Additional Terms, the Additional Terms shall govern.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE, OR CEASE YOUR USE OF, THE SERVICES.

Grant of Limited License

Subject to your compliance with the Terms including, without limitation, maintaining your registration with current and accurate information and the prompt payment of applicable fees, HeadChat hereby grants you a non-exclusive, non-transferable, revocable, worldwide license to access and use the Services to communicate with your end users (“End Users”). All rights not expressly granted to you are reserved by HeadChat and its licensors.

Without explicit permission from HeadChat, you may not:

- use HeadChat’s trademarks or service marks;
- alter, modify, obscure, or remove HeadChat’s trademarks from the Services;
- alter, modify, or obscure the Services;
- either explicitly, implicitly, or through acts of omission, represent yourself as acting on behalf of HeadChat; or
- either explicitly, implicitly, or through acts of omission, represent yourself as a partner, affiliate, reseller, employee, contractor, vendor, advisor, or counsel of HeadChat.

End Users

Access to the Services by an End User shall be governed by your End User terms of service (“Your Terms”), provided that you shall be responsible for ensuring that, as between an End User, you and HeadChat: (i) HeadChat will at all times retain ownership of all of its intellectual property (as further described in the Section entitled “HeadChat’s Intellectual Property Rights” below) and End Users are

granted no rights to such intellectual property, (ii) HeadChat makes no direct or implied warranties to End Users, (iii) you shall not make any representation or warranties to End Users with respect to the Service, other than the representation that you have the necessary rights to allow End Users to use the Service, (iv) HeadChat is the direct and intended beneficiary of Your Terms, and (v) HeadChat will not be liable in any way to End Users, either directly or indirectly. As between HeadChat and you, you are responsible for ensuring that End Users do not communicate information in violation of law using the Service, and for advising them against transmitting sensitive information using the Service, including but not limited to health/medical information or personally identifiable information of minors.

Fees

HeadChat reserves the right to charge fees for your use of the Services, as described during the account registration process or when making changes to your account plan (“Fees”). You agree to pay such Fees in accordance with the terms set forth in such account registration or change to account plan.

All Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties associated with your use of the Services, other than on HeadChat’s income. You agree to pay for any such taxes that might be applicable to your use of the Services and payments made by you herein.

HeadChat reserves the right, in HeadChat’s sole discretion, to change published prices without notice. Furthermore, we reserve the right to change the Fees for the Services tied to your account upon thirty (30) days advance notice of the applicability of such change to the Fees and shall not apply to Fees already charged to your account.

Modifications to the Services

HeadChat reserves the right at any time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. HeadChat shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Services.

Account Restrictions

You must be legally able to enter into these Terms in your jurisdiction, such as being older than the minimum age of consent to enter into contracts.

You must be a natural person or a natural person representing a company, association or other organization. Accounts registered by “bots” or other automated methods are in violation of these Terms and will be immediately terminated.

You must provide a valid email address and truthfully provide any other information requested in order to complete the signup process (“Registration Data”) and provide prompt updates to the Registration Data in the event of any changes.

You must not impersonate nor misrepresent your identity or affiliations with other persons or entities.

You are responsible for maintaining the security of your account and password. HeadChat shall not be liable for any loss or damage from your failure to comply with this security obligation. You are liable for any acts or omissions made using your login and password.

You must not intentionally and maliciously disrupt the reasonable enjoyment of others using the Service.

If your use of the Services causes undue stress on the Services and the systems running the Services, HeadChat reserves the right to limit or disable your access to the Services without notice.

Verbal, physical, written or other abuse (including threats of abuse or retribution) of any customer, employee, member, or officer of HeadChat will result in immediate account termination.

You may not forge or manipulate headers, data, or network protocols to disguise the origin of Content or otherwise disrupt the intended use of the Services.

Content Restrictions

You are responsible for all materials, including without limitation, information, data, text, software, music, sound, photographs, graphics, video, and email messages or other kinds of messages posted, received or sent through the Services (collectively "Content") and for all activity that occurs under your account, whether done so by you or any End User of the Service who is chatting with you.

We have the right, but not the obligation, to remove Content that we determine in our sole discretion to be "Offensive Content" as defined below. We also have the right, but not the obligation, to limit or revoke the use privileges of anyone who posts such Content or engages in unacceptable behavior on or through the Services.

HeadChat does not warrant that the Content will be accessible or transferable on the Services either for short term or long term use. To the extent any Content is available for use through the Services, you agree to only use such Content for internal purposes only to address the End User's needs.

We cannot control all Content posted by third parties to the Services. You agree to use the Services at your own risk. You understand that by using the Services you may be exposed to Content that you may find offensive, indecent, incorrect or objectionable, and you agree that under no circumstances will HeadChat be liable in any way for any Content, including any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of your use of any Content. You understand that you must evaluate and bear all risks associated with the use of any Content, including any reliance on the Content, integrity, and accuracy of such Content.

You may not post any unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable Content, or Content that violates any of these the Terms ("Offensive Content"). Examples of such Offensive Content include, but are not limited to:

- abuse, harassment, threats, flaming or intimidation of any person or organization
- engaging in or contributing to any illegal activity or activity that violates others' rights
- use of derogatory, discriminatory or excessively graphic language
- providing information that is false, misleading or inaccurate
- hacking or modifying the Services to falsely imply an association with HeadChat
- engaging in or contributing to any activity that maliciously degrades the Services
- implying or pretending to be affiliated with a company or organization with which you are not affiliated, or misrepresenting the extent of your affiliation or role with an affiliated company or organization
- disclosing personal login information, including, but not limited to passwords without the express permission of the individual or organization who provided it to you
- transmitting worms, viruses or harmful software
- sending spam, unsolicited mail, junk mail or chain letters
- disclosing personal or proprietary information of another user, End User, person or organization
- altering the Service's user interface in a way that removes access to any part of the Service's functionality and/or inhibits access to or the display of advertisements
- collecting the content or information belonging to another user, an End User or HeadChat, or otherwise accessing the Services, using automated means (such as harvesting bots, robots, spiders or scrapers) without our permission

- soliciting log in information or accessing the account of another user or End User of the Services
- promoting, condoning, endorsing, distributing, publishing, or posting any material that solicits money, funds or people on websites or other properties that belong to HeadChat
- aiding in the use of the Services for purposes of advertisement or solicitation for commercial goods or services on websites or other properties that belong to HeadChat
- harassing, annoying, intimidating or threatening users or End Users of the Services or employees or agents of HeadChat
- aiding or engaging in deceptive or predatory practices towards users or End Users of the Service
- removing or altering, visually or not, any copyrights, trademarks, or proprietary marks and rights owned by us
- forging, manipulating or plagiarizing messages, communications, headers or identifiers to imply an association with us or the Services
- posting, publishing, displaying or transmitting in any way proprietary information, copyrighted material and trademarks not belonging to you, without the prior written consent of the owner of such rights
- posting content that advocates, endorses, condones or promotes harassment of others, or content that actively or indirectly harasses others
- posting content that is offensive and harmful, including but not limited to, content that advocates, endorses, condones or promotes racism, bigotry, hatred or physical harm of any kind against any individual or any group of individuals
- posting content that provides materials or access to materials that exploits people under the age of 18 in an abusive, violent or sexual manner
- posting content that solicits personal information or any information from anyone under the age of 18
- posting content that uses, promotes or links to an illegal or unauthorized copy of another person's copyrighted work or intellectual property

Grant of License. You represent that you have the authority to and do hereby grant to HeadChat a non-exclusive, irrevocable license to use the Content made available through the Services to the extent necessary to provide the Services (the "Content License"). Such Content License includes, without limitation, the right to reproduce, compress, transfer, and distribute the Content internally and with third party service providers to the extent necessary to enable transmission of and access to the Content through the Service.

HeadChat's Intellectual Property Rights

The Services are protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in the Terms, HeadChat, its suppliers and licensors own all right, title and interest in and to the Services, including all associated intellectual property rights. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

HeadChat always appreciates your feedback or other suggestions about HeadChat, but you understand that we may use such feedback without any obligation to compensate you for them (just as you have no obligation to offer them). You grant us a non-exclusive, worldwide, royalty-free, sublicensable, transferable, irrevocable, perpetual license to use, modify, adapt, publish, perform, or derive new works from your feedback as we choose.

You may not duplicate, copy, reuse, or reverse engineer any portion of the Services, including, but not limited to, the HTML, CSS, Javascript, visual design elements, features, functions, or graphics without express written permission from us.

All trademarks, service marks, logos, trade names and any other proprietary designations of HeadChat used herein are trademarks or registered trademarks of HeadChat. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties

Third-party services

As part of your enjoyment of the Services, subject to these Terms, you may grant a third party access to your account to provide additional products, services or labor provided you agree to be responsible for the actions of the third party and to bind the third party to these Terms as your agent.

From time to time, separate applications or services that integrate or interoperate with the HeadChat Services (collectively, "Add-ons") may become available, either directly from HeadChat or independently. If you choose to install, access or enable an Add-on, you agree that the third-party Add-on provider may acquire access to your account data and information as required for the interoperation or integration of such Add-on and you grant HeadChat permission to give such Add-on access to your account data and information. Accordingly, such applications are governed by their own terms and conditions and are not considered Services under these Terms.

Privacy Policy

We take your privacy seriously. You can view our full explanation of how we handle your privacy on our dedicated privacy policy page (the "[Privacy policy](#)").

100% Service Guarantee

We will respond to your support inquiries within one business day and we will ensure the Services have no unexpected downtime.

Cancellation

You are solely responsible for properly cancelling your paid subscription. An email, phone, chat, or written request to cancel your paid subscription is not considered cancellation. You may cancel your paid subscription at any time by clicking on the "billing" link on the dashboard when logged in. The billing page provides a link to cancel your account. The cancellation of your paid subscription will occur at the end of your current paid up period. Upon cancellation or otherwise, you may request that your data be destroyed. The destruction of your data will follow the the terms of our Privacy Policy.

Termination

HeadChat may terminate your account without notice in the event that you breach any of these Terms. Your cancellation will take effect immediately and you will not be charged again. In the event of any termination, HeadChat will not refund any of the prepaid Fees. Such termination of the Services will result in the deactivation or deletion of your account or your access to your account, and the forfeiture and relinquishment of all content in your account. HeadChat reserves the right to refuse service to anyone for any reason at any time.

Refunds

You are expected to fulfill your payment obligations. In the case of recurring charges, authorized third parties may store and process your payment information as agreed. Be aware that additional fees and taxes may apply to your transactions.

HeadChat is not obligated to provide refunds or credits for partial months or years of the Services, upgrades or downgrades, or unused time during your subscription.

Warranty Disclaimers

You expressly understand and agree that:

HeadChat warrants that your data will be treated in accordance with its Privacy Policy, as described in the Privacy Policy. Except as expressly warranted in the terms, all Services are provided “as is” and HeadChat hereby disclaims all warranties and conditions with regard to the Services, whether express, implied or statutory, including all warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.

Other than as expressly set in these Terms, HeadChat makes no warranty that (i) the Services will meet your requirements or expectations, (ii) that your access to or use of the Services will be uninterrupted, timely, secure or error free, (iii) that any defects in the Services will be corrected, or (iv) that the Services or any server through which you access the Services are free of viruses or other harmful components.

Any material downloaded or otherwise obtained through the use of the Services are accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

No advice or information, whether oral or written, obtained by you from HeadChat or through or from the Services shall create any warranty not expressly stated in these terms.

Limitation of Liability

You expressly understand and agree that HeadChat and its subsidiaries, affiliates, officers, employees, agents, partners and licensors shall not be liable to you for any indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if HeadChat has been advised of the possibility of such damages) in any way relating to or arising from this agreement.

Indemnification

You agree to defend, indemnify and hold harmless HeadChat, its officers, directors, employees, and agents, harmless for any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of your connection to or use of the Services, including but not limited to any breach by you of these Terms, any claims arising from the content you submit, post, transmit or make available through the Services, and any misuse of the Services or claims against HeadChat by an End User.

Non-solicitation

You may not use the Services to solicit, interfere with, or endeavour to entice away from HeadChat any HeadChat customer, user, or subscriber.

The Services are for your own use only. You may not resell, lease or provide them in any other way to anyone else, except as expressly permitted through the Services or by written permission of HeadChat or by acting as an agent contracted by a third party to act on its behalf.

Force Majeure

HeadChat shall not be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, crime, terrorist attacks, embargoes, acts of civil or military authorities, widespread Internet outages, fire, floods, earthquakes, accidents, strikes, fuel or energy. In the event of any such delay, any applicable period of time for action by HeadChat may be deferred for a period equal to the time of such delay.

Integration and Severability

These Terms are the entire agreement between you and HeadChat with respect to the Services and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and HeadChat with respect to the Services. If any provision of the Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.