

**Note: We're currently in Beta, as a consequence also our Terms are growing and evolving as are we as a company. If you are unhappy with the current Terms of Service or Privacy Policy, please don't hesitate to reach out to [andreas@sendmate.io](mailto:andreas@sendmate.io). We'd love to get your opinion!**

By signing up for the Sendmate service ("Service") or any of the services of Sendmate ("Sendmate") - a product by Record Bird GmbH - you are agreeing to be bound by the following terms and conditions ("Terms of Service"). The Services offered by Sendmate under the Terms of Service include various features to help you create and manage a subscription chat bot in Facebook Messenger or other similar messaging platforms. Any new features or tools which are added to the current Service shall be also subject to the Terms of Service. You can review the current version of the Terms of Service at any time at [Terms of Service](#). Sendmate reserves the right to update and change the Terms of Service by posting updates and changes to the Sendmate website. You are advised to check the Terms of Service from time to time for any updates or changes that may impact you. You must read, agree with and accept all of the terms and conditions contained in this Terms of Service agreement and Sendmate's [Privacy Policy](#) before you may become a Sendmate user.

## Terms:

1. You must be 18 years or older or at least the age of majority in the jurisdiction where you reside or from which you use this Service.
2. To access and use the Services, you must register for a Sendmate account ("Account") by providing your valid email address. Sendmate may reject your application for an Account, or cancel an existing Account, for any reason, in our sole discretion.
3. You acknowledge that Sendmate will use the email address you provide as the primary method for communication through the Facebook login.
4. You are responsible for keeping your passwords secure. Sendmate cannot and will not be liable for any loss or damage from your failure to maintain the security of your Account and password.
5. You are responsible for all activity and content such as data, graphics, photos and links that is uploaded under your Sendmate Account ("Store Content"). You must not transmit any worms or viruses or any code of a destructive nature.
6. A breach or violation of any term in the Terms of Service as determined in the sole discretion of Sendmate will result in an immediate termination of your services.

7. The Terms of Service shall be governed by and interpreted in accordance with the laws of Austria, without regard to principles of conflicts of laws. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Vienna, Austria with respect to any dispute or claim arising out of or in connection with the Terms of Service. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms of Service and is hereby expressly excluded.
8. You acknowledge and agree that Sendmate may amend these Terms of Service at any time by posting the relevant amended and restated Terms of Service on Sendmate's website, available at [Terms of Service](#) and such amendments to the Terms of Service are effective as of the date of posting. Your continued use of the Services after the amended Terms of Service are posted to Sendmate website constitutes your agreement to, and acceptance of, the amended Terms of Service. If you do not agree to any changes to the Terms of Service, do not continue to use the Service.
9. You may not use the Sendmate service for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws), the laws applicable to you in your customer's jurisdiction, or the laws of Austria. You will comply with all applicable laws, rules and regulations in your use of the Service.
10. Questions about the Terms of Service should be sent to [andreas@sendmate.io](mailto:andreas@sendmate.io)
11. You acknowledge and agree that your use of the Service, including information transmitted to or stored by Sendmate, is governed by [Privacy Policy](#).
12. You expressly understand and agree that Sendmate shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from the use of or inability to use the service.
13. Your use of the Service is at your sole risk. The Service is provided on an "as is" and "as available" basis without any warranty or condition, express, implied or statutory.
14. Sendmate does not warrant that the Service will be uninterrupted, timely, secure, or error-free.

15. We do not claim any intellectual property rights over the material you provide to the Sendmate service. All material you upload remains yours. You can disable Sendmate for each page at any time via your page settings. If you wish to deactivate your Sendmate account, please [andreas@sendmate.io](mailto:andreas@sendmate.io)
16. Sendmate shall have the non-exclusive right and license to use the names, trademarks, service marks and logos associated with your store to promote the Service.
17. Prices for using the Services are subject to change upon 30 days notice from Sendmate. Such notice may be provided at any time by posting the changes to the Sendmate Site.
18. Sendmate reserves the right at any time, and from time to time, to modify or discontinue, the Service (or any part thereof) with or without notice.
19. Sendmate shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

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