

Terms of Service

Welcome and thanks for your interest in Sendmate, which we very much appreciate! Please note that we are currently in Beta. As a result, our Terms of Service are growing and evolving as are we as a company. If you are unhappy with the current Terms of Service and / or our Privacy Policy, please do not hesitate to reach out to privacy@sendmate.io. We would love to hear from you and we value your opinion!

1. Terms

Sendmate, developed by Record Bird GmbH, is a service that allows individuals, companies, and agencies to easily send personalised messages at scale via Facebook Messenger.

Please read on to learn the rules and restrictions that govern your use of our website(s), products, services and applications (the “Services”). If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at privacy@sendmate.io, Record Bird GmbH, Marxergasse 24, 2, 2.02, 1030 Vienna, Austria. These Terms of Use (the “Terms”) are a binding contract between you and Record Bird GmbH / Sendmate. (“Sendmate,” “we” and “us”).

Your use of the Services is also governed by and subject to the Facebook Platform Policies (<https://developers.facebook.com/policy>) and Facebook Commerce Product Merchant Agreement (https://www.facebook.com/legal/commerce_product_merchant_agreement), which are hereby incorporated by reference and are a part of these Terms. You are solely responsible and liable for complying with the Facebook Platform Policies and Facebook Commerce Product Merchant Agreement. You must agree to and accept all of the Terms, or you do not have the right to use the Services.

By accessing the website at <https://www.sendmate.io> and subsequently using our Services, you are agreeing to be bound by these terms of service, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in our Services are protected by applicable copyright and trademark law.

Finally please note that if you wish to continue using our Services you must download our [Data Processing Agreement](#), print and sign it and then return a signed digital copy to us via privacy@sendmate.io - thank you.

2. Use License

1. Permission is granted to temporarily use Sendmate's Services to send personalised direct to fan messages at scale via the Facebook Messenger platform. This is the grant of a license, not a transfer of title, and under this license you may not:
 1. modify or copy the materials (information, software or code);
 2. use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
 3. attempt to decompile or reverse engineer any software contained on Sendmate's Services;
 4. remove any copyright or other proprietary notations from the materials; or
 5. transfer the materials to another person or "mirror" the materials on any other server.
2. This license shall automatically terminate if you violate any of these restrictions and may be terminated by Sendmate at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any extracted data in your possession whether in electronic or printed format.

3. Disclaimer

1. The materials on Sendmate's Services are provided on an 'as is' basis. Sendmate makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.
2. Further, Sendmate does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Services or otherwise relating to such materials or on any sites linked to this site.

4. Limitations

In no event shall Sendmate or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on Sendmate's Services, even if Sendmate or a Sendmate authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

5. Accuracy of materials

The materials appearing on Sendmate's Services could include technical, typographical, or photographic errors. Sendmate does not warrant that any of the materials on its Services are accurate, complete or current. Sendmate may make changes to the materials contained on its Services at any time without notice. However Sendmate does not make any commitment to update the materials.

6. Links

Sendmate has not reviewed all of the sites linked to its Services and is not responsible for the contents of any such linked site(s). The inclusion of any link does not imply endorsement by Sendmate of that site. Use of any such linked Services is at the user's own risk.

7. Content sent through Sendmate

Sendmate does not review the content sent through its Service and is not responsible for such content. Any content sent by using Sendmate does not imply endorsement by Sendmate. Users should respect Facebook [TOS policy](#). Sendmate is not responsible if a user is banned from using Facebook services for any reason, even related to the usage of Sendmate.

8. Modifications

Sendmate may revise these terms of service for its Services at any time. We will notice you if these changes occur. By using this Services you are agreeing to be bound by the then current version of these terms of service.

9. Governing Law

These terms and conditions are governed by and construed in accordance with the laws of Austria and you irrevocably submit to the exclusive jurisdiction of Austrian courts.

Additional Resources

[Privacy Policy](#)

[Cookie Policy](#)

[Data Processing Agreement](#)