Terms of Service

Version 2026-03-03 · Effective 3 March 2026

These Terms of Service are issued by Bluemarlin Ventures S.L., a Spanish limited company with VAT number ESB27665173 and registered office at Avenida de San Antón 37, 29018 Málaga, Spain ("BlueMarlin"). They bind the business that opens a workspace (the "Customer") and every natural person who uses an account within it (a "User"). They should be read together with the Privacy Policy at bluemarlinchat.com/privacy and the Data Processing Agreement at bluemarlinchat.com/dpa, which forms part of the contract.

1. General Provisions and Scope of Application

1.1 BlueMarlin is the provider of the web platform "BlueMarlin" (the "Platform"), which enables businesses to communicate with their customers, leads and other contacts ("End Users") through the WhatsApp Business Platform and to manage that communication, the related contact data and associated business records through a web interface, an application programming interface and connected tools.

1.2 These terms of service (the "Terms") apply to every use of the Platform. By registering for, accessing or using the Platform, the Customer and each User agree to be bound by them. The Customer is responsible for the acts and omissions of its Users as if they were its own.

1.3 The Platform is directed exclusively at persons acting in the course of their trade, business, craft or profession and not at consumers, meaning natural persons acting for purposes predominantly outside their commercial or professional activity. By using the Platform the Customer declares that it is acting as a business; use by consumers is not permitted.

1.4 Order forms or written offers accepted by both parties form part of the contract; the order of precedence between the contractual documents is set out in Clause 26.3. The Customer's own general terms and conditions do not apply unless BlueMarlin has agreed to them in writing.

2. Subject Matter of the Contract and Platform Functionalities

2.1 Depending on the subscription plan, the Platform provides in particular: (a) a shared inbox for WhatsApp messages on the Customer's own numbers; (b) bulk template campaigns with delivery tracking, opt-out detection, do-not-contact restrictions and frequency capping; (c) collections of records with custom fields, views, tags, notes, segments and CSV or Excel import; (d) file and media storage; (e) pages, PDF documents and public share links (Clause 5); (f) an embeddable chat widget (Clause 5); (g) AI Features (Clause 3); (h) a public API, outbound webhooks and a connection point for third-party AI clients (Clause 4); (i) integrations connected by the Customer (Clause 6); (j) a shared sandbox WhatsApp number (Clause 7); and (k) calendar and booking fields with scheduled reminders (Clause 8).

2.2 The scope of use, any additional services booked ("Add-Ons"), the commencement date and the fees are determined by the subscription plan selected at bluemarlinchat.com/pricing and the order confirmation sent by BlueMarlin. Each plan defines usage limits, including the number of records, Users,

connected WhatsApp numbers, the AI Features included per month and, for Add-Ons, the number of emails that may be sent per month; the Platform enforces them by preventing further additions, and exceeding them requires an upgrade or the relevant Add-On.

2.3 BlueMarlin provides the Platform on a software-as-a-service basis. The Customer needs its own internet access and a current web browser; BlueMarlin is not responsible for the Customer's hardware, software or network. BlueMarlin may develop the Platform further and change individual functionalities provided that the agreed core functionality is not materially impaired; Clause 16 applies to features released in beta or preview.

2.4 Communication via WhatsApp takes place through the WhatsApp Business Platform (Cloud API) operated by Meta Platforms Ireland Limited, Meta Platforms, Inc. and WhatsApp LLC ("Meta/WhatsApp"). The contracts governing its use are concluded independently between the Customer and Meta/WhatsApp. BlueMarlin has no influence on the services of Meta/WhatsApp, who may change or discontinue them at any time and thereby affect the services of BlueMarlin. Where the Customer connects a number that continues to be used in the WhatsApp Business app ("coexistence" mode), Meta/WhatsApp synchronises messages and, where offered, existing chat history on terms it alone determines. BlueMarlin is not liable for service limitations, account restrictions or number suspensions caused by Meta/WhatsApp. Conversation and messaging fees are billed by Meta/WhatsApp directly to the Customer and are not included in BlueMarlin's fees.

3. Artificial Intelligence Features

3.1 The Platform provides functions based on large language models and related machine-learning services ("AI Features"): (a) a customer-facing AI agent that answers incoming WhatsApp messages using the Customer's knowledge base (texts, question-and-answer pairs, uploaded documents and pages crawled from URLs the Customer provides) and the data access the Customer configures per audience; (b) an internal AI assistant for the Customer's team, never exposed to End Users, which reads and writes workspace data through tools on a User's instructions; (c) saved procedures ("skills") and automations that the assistant executes on the Customer's instructions, including on a schedule; and (d) transcription of incoming voice messages. Each plan includes AI Features up to the amount per month stated on the pricing page, measured at the per-action rates published there. The Customer may set a monthly spending cap within the limits of its plan and may purchase additional capacity, including by an automatic recharge up to that cap where the Customer enables it. AI Features pause when the included amount and any purchased capacity are used up, or when the Customer's cap is reached. The customer-facing agent can be switched off per workspace, audience or conversation.

3.2 To provide AI Features, BlueMarlin transmits to third-party AI service providers engaged as sub-processors under the Data Processing Agreement ("Sub-processors") the text of incoming End User messages, the audio of voice messages, the Customer's knowledge base content, recent conversation history and, where the assistant needs to read workspace data, the content of the records involved, which may include personal data of End Users. Billing information is never transmitted to AI service providers, and data of one workspace is never made available to another.

3.3 BlueMarlin currently uses services of Anthropic, PBC for response generation and assistant features, and of OpenAI for the text embeddings used in knowledge retrieval and for speech-to-text transcription. BlueMarlin may change or replace the AI models or providers at any time provided that the agreed service is not materially impaired.

3.4 Data transmitted to AI service providers under their API terms is not used by those providers to train or improve their models. BlueMarlin does not use End User communications or Customer Content to train AI models.

3.5 AI-generated outputs are produced by probabilistic systems and may be inaccurate, incomplete, out of date or inappropriate. AI Features are provided "as is"; BlueMarlin gives no warranty as to the accuracy, reliability or fitness for any purpose of AI-generated outputs or of actions taken by the assistant. The Customer is solely responsible for reviewing and supervising AI-generated communications sent to End Users and for the instructions it gives to the assistant. BlueMarlin is not liable for damage arising from reliance on AI-generated content or from actions the assistant performs on the Customer's instructions.

3.6 The customer-facing agent escalates conversations to human operators when it cannot answer, when an End User asks for a person or when the Customer's configuration so requires. The Customer shall ensure that human operators handle escalated conversations promptly and that End Users are informed, where the law so requires, that they are interacting with an automated system.

3.7 Skills, automations and scheduled actions run under the Customer's authority. The Customer is responsible for the content of each skill, for the data it may access and for the effects of the actions it triggers, including messages sent to End Users and changes to records. BlueMarlin may pause or disable a skill or automation that causes errors, exceeds plan limits or threatens the stability or security of the Platform, and will inform the Customer.

3.8 Every action the internal assistant performs on workspace data through a tool is recorded in an audit log identifying the acting User, a summary of the inputs and the outcome. Actions that delete or irreversibly modify data require explicit confirmation by a User. The audit log helps the Customer supervise the assistant; it does not shift responsibility for the instructions given to it to BlueMarlin.

4. API, Webhooks and Third-Party AI Clients

4.1 Subject to the subscription plan, BlueMarlin provides programmatic access to the Platform through a REST API authenticated with API keys issued by BlueMarlin (prefixed "bm_live_") and carrying the permission scopes selected by the Customer. BlueMarlin stores only a cryptographic hash of each key. The Customer is solely responsible for the safekeeping, rotation and scoping of its API keys; all actions performed with them are deemed authorised by the Customer, and BlueMarlin is not liable for unauthorised access resulting from their compromise.

4.2 BlueMarlin may impose rate limits and usage restrictions on the API and may revoke or restrict API access where the Customer's usage threatens the stability or security of the Platform or breaches these Terms. API request logs are retained for 48 hours for troubleshooting and security purposes.

4.3 The Customer may configure outbound webhooks to receive event notifications at its own endpoints. Payloads are signed with a per-workspace secret and may contain personal data of End Users, including phone numbers, message content and delivery status. The Customer is solely responsible for securing its endpoints (including HTTPS), verifying signatures before processing a payload and ensuring that its processing of the data received complies with data protection law; BlueMarlin is not liable for breaches, losses or penalties arising from its failure to do so.

4.4 The Customer may connect its own AI tools (for example an AI coding assistant, a desktop AI application or any other client supporting the Model Context Protocol) to its workspace at mcp.bluemarlinchat.com ("Third-Party AI Clients"). A User authorises the connection on a consent screen showing the workspaces and scopes granted. The Customer agrees that: (a) data read through the connection flows to the client and to the AI vendor chosen by the Customer, under the Customer's own agreements with them, and the Customer is responsible for that data flow; (b) the client and its AI vendor are not Sub-processors of BlueMarlin, which has no control over or responsibility for their handling of the data; (c) actions performed through the connection are deemed actions of the Customer;

(d) the Customer may revoke a connection at any time in the Platform, after which its tokens cease to work; and (e) BlueMarlin may rate-limit, suspend or revoke connections that generate excessive load, behave abnormally or breach these Terms.

5. Chat Widget, Share Links, Pages and Documents

5.1 The Platform offers an embeddable chat widget for the Customer's own websites that opens a WhatsApp conversation between the visitor and the Customer; it sets no cookies, and BlueMarlin stores nothing about the visitor until the visitor writes on WhatsApp. The Customer is solely responsible for informing visitors about the widget, for any consents its website may require and for the lawfulness of the implementation.

5.2 The Customer may publish read-only share links that make selected views or pages, and the documents generated from them, accessible to anyone who possesses the link, optionally protected by a password or an expiry date and, where the Customer enables it, downloadable as CSV, XLSX or PDF. Publishing a share link is exclusively the Customer's decision. The Customer is solely responsible for the content made available, including any personal data it contains, for its right to publish it, for informing the data subjects concerned where required, for choosing appropriate protections and for revoking links no longer needed. BlueMarlin is not liable for any disclosure resulting from the Customer's publication of share links or documents.

5.3 Pages and PDF documents generated from records reproduce the data the Customer has stored and the templates it has composed. The Customer is responsible for their accuracy and lawfulness and for any legal effect it attributes to them, for example as quotations, contracts or invoices; BlueMarlin does not verify their content.

6. Integrations Connected by the Customer

6.1 The Customer may connect third-party services to its workspace, currently including the import of Airtable bases, the synchronisation of Revolut Business bank transactions into a collection, Google sign-in and Google Maps address autocomplete. Each connection is established by the Customer with its own account, credentials or OAuth consent and is governed by its agreement with that third party, which is not a Sub-processor of BlueMarlin. BlueMarlin may add, change or remove integrations at any time.

6.2 The Customer warrants that it has the right and a legal basis to import, synchronise and store the data obtained from each connected service, including bank transaction data and the personal data of the counterparties appearing in it. BlueMarlin stores only the data the Customer maps to fields in its collections and the technical metadata needed to run the synchronisation. Credentials and tokens are stored encrypted and used exclusively for the synchronisation the Customer has configured. The Customer may disconnect a service at any time; some services require periodic re-consent, without which synchronisation stops.

6.3 BlueMarlin is not responsible for the availability, accuracy or completeness of data delivered by connected services, for changes to their interfaces or for a synchronisation the Customer has configured incorrectly. Synchronised data is Customer Content.

7. Shared Sandbox WhatsApp Number

7.1 For evaluation purposes BlueMarlin may make available a WhatsApp number it owns (the "Sandbox Number") that a Customer can pair with its own mobile phone by sending the pairing keyword and code shown in the Platform. A pairing lasts 72 hours and is renewed with each inbound message from the paired phone.

7.2 The Sandbox Number is shared among all Customers who use it. Messages sent through it are limited to paired phones, to pre-approved demonstration templates and to a daily cap per workspace (currently 200 outbound messages); campaigns and the chat widget are not available on it. Conversations held through the Sandbox Number remain in the Customer's inbox and are Customer Content.

7.3 The Sandbox Number is provided free of charge, "as is" and solely to evaluate the Platform; it must not be used for any production purpose. BlueMarlin may change, suspend or withdraw it, reduce its limits or unpair a phone at any time without notice or liability. Clauses 12 and 20 do not apply to the Sandbox Number.

8. Calendar and Booking

8.1 The Platform allows the Customer to store bookings and appointments as records with a booking field, to configure availability and to send scheduled WhatsApp reminders to End Users. Reminders use templates approved by Meta/WhatsApp and are subject to the consent obligations in Clause 15 and to Clause 2.4.

8.2 The Customer is responsible for the availability, time zone and reminder settings it configures, for confirming or cancelling bookings with its End Users and for any consequence of a booking that is missed, duplicated or scheduled outside its availability. Reminders are executed on a best-effort basis; BlueMarlin does not guarantee delivery at a particular time.

9. Registration, Accounts and Authority

9.1 To use the Platform, a User must register with a Google account or with an email address verified by a one-time code, and create or join a workspace. Each workspace belongs to one Customer; a natural person may be a member of several workspaces.

9.2 The person who creates a workspace or accepts these Terms on behalf of a Customer represents and warrants that he or she is duly authorised to bind that Customer; failing such authority, he or she is personally bound by these Terms in respect of that workspace until the Customer ratifies the acceptance.

9.3 The Customer warrants that all data provided at registration and in the workspace settings, including billing details and VAT identification number, are accurate and complete, and shall keep them up to date.

9.4 Users shall keep their login means confidential and are responsible for all activity under their accounts. The Customer shall notify BlueMarlin without delay at info@bluemarlinchat.com of any unauthorised use of an account, API key or connection.

9.5 The Customer, through its workspace administrators, controls which Users are members of its workspace and their roles; data a removed User created remains Customer Content.

10. Free Plan and Trials

10.1 BlueMarlin offers a free plan (the "Free Plan") with the limits stated on the pricing page, in which the WhatsApp features are used through the shared sandbox number (Clause 7) and a one-off amount of AI Features is included. New workspaces start on the Free Plan. The Free Plan has no fixed term; BlueMarlin may change its limits or discontinue it with thirty (30) calendar days' notice.

10.2 The first paid subscription of a Customer may start with a free trial of fourteen (14) calendar days (the "Trial Period"). Payment information is required to start it, and the subscription is charged at the end of the Trial Period unless the Customer cancels it before. BlueMarlin may also grant a trial of a paid plan without payment information, for the period it communicates to the Customer.

10.3 Only one Trial Period is granted per Customer. BlueMarlin may refuse or end a trial if, in its reasonable judgement, the Customer has previously used one under a different workspace or account, or uses the trial in breach of these Terms.

10.4 When a trial ends without a paid subscription, or a paid subscription ends, the workspace moves to the Free Plan and the Customer Content is preserved. Content and connections above the Free Plan's limits remain available but cannot be extended until the Customer subscribes to a paid plan. Clause 23.4 applies only if the contract is terminated or the workspace is deleted.

11. Conclusion of Contract and Subscription

11.1 The service descriptions and prices on BlueMarlin's website do not constitute a binding offer. By selecting a paid plan and completing the ordering process the Customer submits a binding offer; the contract for the paid plan is concluded when BlueMarlin confirms the order or activates the plan, whichever occurs first. Use during the Trial Period is governed by these Terms from acceptance.

11.2 Acceptance of these Terms, the Privacy Policy and the Data Processing Agreement is declared by each User, before first access to the Platform, on a screen that displays the documents or links to their full text, by an express act (ticking a box or pressing an accept button). BlueMarlin records the time of acceptance, the network address (IP), the browser identification string and the version label accepted, and keeps that record as evidence of the conclusion of the contract (Article 6(1)(b) and (f) GDPR).

11.3 When BlueMarlin publishes a new version of these Terms, it may ask Users to accept the new version in the Platform before continuing. Continued use after acceptance of the new version is governed by that version. Clause 25 governs the notice and objection procedure for amendments to the contract of a paying Customer.

11.4 During the term the Customer may book Add-Ons (such as email-sending volume, additional WhatsApp numbers or AI capacity) through the Platform. Recurring Add-Ons are billed in addition to the plan fee on the same billing cycle; one-off AI capacity is billed when it is purchased.

12. Availability of the Platform

12.1 BlueMarlin aims to provide the Platform with an availability of 99% on a monthly calendar average. This is a commercially reasonable objective and not a guaranteed service level; no credits, compensation or penalties are owed for failure to meet it.

12.2 Non-availability does not exist where the Platform is unavailable for reasons for which BlueMarlin is not responsible, in particular: (a) force majeure, including war, natural disasters, epidemics, cyberattacks and acts of public authorities; (b) abusive or improper use by the Customer, including the blocking of a WhatsApp number for spam; (c) announced maintenance windows; (d) failures of the Customer's internet connection, hardware or software; or (e) actions or omissions of third-party providers, including Meta/WhatsApp, hosting and AI service providers and connected services.

12.3 BlueMarlin may temporarily restrict access for maintenance, security patches or updates and shall, where reasonably possible, announce planned maintenance in advance. The availability of third-party services, in particular the WhatsApp Business Platform, is not part of BlueMarlin's contractual performance.

13. Usage Rights and Restrictions

13.1 BlueMarlin grants the Customer a limited, revocable, non-exclusive and non-transferable right to use the Platform during the term, within the agreed scope, for its own business activities and through the number of Users allowed by its plan. The Platform, its software, design, documentation and all related intellectual property rights remain the property of BlueMarlin or its licensors; no other rights are granted.

13.2 The Customer shall not: (a) rent, resell, distribute or otherwise transfer the Platform or access to it; (b) use the Platform to build a competing product; (c) grant third parties access other than through Users, API keys, webhooks and Third-Party AI Clients as permitted by these Terms; (d) modify, decompile or reverse-engineer the Platform except where applicable law permits; (e) circumvent usage limits, rate limits or security measures; (f) remove or alter proprietary notices; (g) use bots or scrapers to access or extract the Platform or its content other than through the API; or (h) share login means or API keys with unauthorised persons.

14. Acceptable Use

14.1 The Customer shall use the Platform lawfully and in compliance with the WhatsApp Business Policy, the WhatsApp Commerce Policy and the other Meta/WhatsApp terms applicable to it, as amended from time to time.

14.2 In particular, the Customer shall not use the Platform to: (a) send unsolicited bulk or promotional messages ("spam") or messages to persons who have not agreed to receive them or have opted out; (b) promote or sell goods, services or content that Meta/WhatsApp prohibit or restrict under the WhatsApp Business and Commerce Policies; (c) store or transmit content that is unlawful, defamatory, threatening, harassing, discriminatory or pornographic, glorifies violence or infringes third-party rights; (d) process personal data for which it has no lawful basis; (e) process special categories of personal data within the meaning of Article 9 GDPR or data relating to criminal convictions, unless it has a valid legal basis, has implemented the safeguards required by law and has notified BlueMarlin in writing beforehand; (f) knowingly message, or collect personal data of, minors; (g) impersonate another person or business; (h) send malware, phishing links or content designed to interfere with the Platform or any network; or (i) probe the vulnerability of the Platform or attempt to access accounts, data or systems other than its own.

14.3 BlueMarlin does not systematically monitor Customer Content or End User communications for legality, but may investigate reported or detected breaches and take the measures described in Clause 22. Meta/WhatsApp may independently assess the Customer's messaging quality and restrict or block a number outside BlueMarlin's control.

15. Customer Content and Obligations of the Customer

15.1 The Customer retains all rights in the content it and its Users provide to the Platform, including messages, contact data, records, files, documents, logos, knowledge base materials, pages and data synchronised from connected services (collectively "Customer Content"). The Customer grants BlueMarlin a non-exclusive, worldwide, royalty-free licence, for the term of the contract and to the extent necessary to perform it, to host, store, reproduce, process, transmit, display and back up Customer Content and to make it available to Sub-processors for that purpose, and warrants that it holds all rights needed to do so.

15.2 The Customer may store or transmit through the Platform only Customer Content that it is entitled to use, that does not infringe third-party rights, in particular intellectual property and personality rights, and that complies with Clause 14.

15.3 The Customer is solely responsible for ensuring that the legal requirements for communication with End Users are met, in particular that: (a) each End User has given any consent required under applicable data protection and electronic communications law (including the GDPR and the ePrivacy Directive) before receiving messages; (b) statutory information obligations are fulfilled; and (c) End Users are offered, and can exercise, an effective opt-out. BlueMarlin does not review Customer Content or End User communications for legality and is not liable for the Customer's failure to obtain consents.

15.4 The Platform provides technical mechanisms that help honour opt-outs (keyword-based unsubscribe detection, do-not-contact restrictions, frequency capping). They are a convenience and do not relieve the Customer of its own obligation to honour opt-out requests under applicable law, including requests received outside the Platform.

15.5 Promotional and other business-initiated messages, in particular campaigns and reminders, may only be sent with templates approved by Meta/WhatsApp; misuse may lead to the permanent blocking of the sending number. The Customer is solely responsible for compliance with these requirements and with the WhatsApp Business Policy; any consequences, including account suspensions, number blocks or fines imposed by Meta/WhatsApp, are borne exclusively by the Customer. Restrictions imposed by Meta/WhatsApp are not a defect in BlueMarlin's services and do not entitle the Customer to a refund, credit or compensation.

15.6 The Customer shall indemnify and hold harmless BlueMarlin, its directors, officers, employees and agents upon first request against all claims, damages, losses, costs and expenses (including reasonable legal fees) asserted by third parties or public authorities arising from: (a) the Customer's use of the Platform or Customer Content; (b) the Customer's breach of these Terms, of the Meta/WhatsApp terms or of applicable law; (c) the Customer's failure to obtain required consents or to honour opt-outs; (d) data disclosed through share links, webhooks, Third-Party AI Clients or connected services; or (e) regulatory proceedings, fines or penalties imposed on BlueMarlin as a result of the Customer's actions or omissions. This obligation survives termination.

15.7 During the term the Customer can export its data itself through the Platform (including CSV and XLSX exports of views and records and the download of files and documents) and through the API. The Customer is responsible for keeping its own backup copies of Customer Content; BlueMarlin's backups exist for disaster recovery of the Platform as a whole. Subject to Clause 21, BlueMarlin is not liable for loss of Customer Content.

16. Beta and Preview Features

16.1 BlueMarlin may make available features labelled as beta, preview or experimental ("Beta Features"). Beta Features are provided for evaluation, may be incomplete, may change or be withdrawn at any time without notice, and are excluded from Clause 12 and Clause 20.

16.2 The Customer uses Beta Features at its own risk and shall not rely on them for critical processes. BlueMarlin's liability in connection with Beta Features is limited to intent and gross negligence. Information about unreleased Beta Features is Confidential Information of BlueMarlin.

17. Feedback

17.1 If the Customer or a User provides suggestions, bug reports or other feedback about the Platform ("Feedback"), the Customer grants BlueMarlin a perpetual, irrevocable, worldwide, royalty-free licence to use and exploit it without restriction or compensation. Feedback does not include Customer Content, and BlueMarlin will not identify the Customer as its source without consent.

18. Confidentiality

18.1 "Confidential Information" means all non-public information disclosed by one party to the other in connection with the contract and marked as, or reasonably understood to be, confidential, including Customer Content, End User data, individually offered pricing, security information and unreleased features. It excludes information that is or becomes public through no fault of the receiving party, was lawfully known to it before disclosure, is independently developed, or is lawfully obtained from a third party without a duty of confidentiality.

18.2 Each party shall use the other party's Confidential Information only to perform the contract or exercise its rights under it, shall protect it with no less than reasonable care, and shall disclose it only to employees, advisers and subcontractors who need to know it and are bound by no less protective obligations. Disclosure of Customer Content to Sub-processors under the Data Processing Agreement is permitted.

18.3 A party may disclose Confidential Information where required by law or by a court or authority, provided that, where legally permitted, it informs the other party in advance and limits the disclosure to what is required. These obligations apply during the term and for five (5) years after its end; for personal data and trade secrets, for as long as the information remains confidential.

19. Fees and Payment

19.1 The fees for the plan and Add-Ons booked by the Customer and the billing cycle (monthly or annual) are those published at bluemarlinchat.com/pricing at the time of the order or stated in the order confirmation.

19.2 All amounts are in EUR and exclusive of taxes, including VAT, unless otherwise stated. The Customer is responsible for the taxes applicable in its jurisdiction and shall provide a valid VAT identification number where it relies on the reverse-charge mechanism.

19.3 Payments are processed by BlueMarlin's payment service provider (currently Stripe), which alone collects and stores card details in accordance with the Payment Card Industry Data Security Standard; BlueMarlin never has access to card numbers and keeps only the references and invoice metadata needed to manage the subscription.

19.4 Fees are payable in advance for each billing period and invoiced electronically. Fees paid are non-refundable except where these Terms or mandatory law provide otherwise.

19.5 The Customer may set off only undisputed or finally adjudicated claims.

19.6 If a payment fails, BlueMarlin will notify the Customer and grant a grace period of seven (7) calendar days to resolve it. If the payment is still outstanding after the grace period, the workspace may be placed in read-only suspended state until payment is received. BlueMarlin may charge interest on overdue amounts at the statutory rate for late payment in commercial transactions.

19.7 BlueMarlin may adjust the fees at its reasonable discretion in line with changes in the costs relevant to the price calculation, including infrastructure costs, third-party service fees and exchange rates. Price changes will be communicated by email and take effect no earlier than thirty (30) calendar days after the notification and, for annual plans, not before the next renewal. If BlueMarlin increases the fees of the Customer's plan by more than 10% within any twelve-month period, the Customer may terminate the contract with effect from the date the increase takes effect by giving notice within four (4) weeks of the price-change notice, in addition to its ordinary termination rights under Clause 23.

20. Warranty

20.1 BlueMarlin warrants that during the term the Platform will substantially conform to the functionalities described in the applicable service description. This warranty does not extend to AI Features (Clause 3.5), the Sandbox Number, Beta Features, third-party services or services connected by the Customer.

20.2 Defects reported by the Customer shall be remedied, at BlueMarlin's discretion, by repair, workaround or replacement.

20.3 BlueMarlin gives no warranty for: (a) the internet access of the Customer or its End Users; (b) the availability, functionality or performance of the WhatsApp Business Platform or any other third-party service; (c) the accuracy or suitability of AI-generated outputs; (d) the deliverability or timing of WhatsApp messages, which depend on factors outside BlueMarlin's control; or (e) the Customer's compliance with applicable law.

20.4 Except as expressly stated in these Terms, the Platform is provided "as is" and "as available" to the maximum extent permitted by law, and BlueMarlin disclaims all other warranties, express, implied or statutory, including merchantability, fitness for a particular purpose and non-infringement.

21. Liability

21.1 BlueMarlin is liable without limitation for damage caused by intent or gross negligence.

21.2 In cases of simple negligence, BlueMarlin is liable only for breach of a material contractual obligation, meaning one whose fulfilment is essential for the proper performance of the contract and on whose observance the Customer may regularly rely, and only for foreseeable damage typical for this type of contract. All other liability for simple negligence is excluded.

21.3 BlueMarlin's total aggregate liability for all claims arising under or in connection with the contract, regardless of the legal basis, shall not exceed the total fees paid by the Customer to BlueMarlin in the six (6) months immediately preceding the event giving rise to the claim, or one thousand euros (EUR 1,000), whichever is greater.

21.4 BlueMarlin is not liable for: (a) indirect, incidental, special, consequential or punitive damage, including loss of profits, data, business, goodwill or reputation, regardless of the theory of liability; (b) damage arising from the conduct of Meta/WhatsApp, AI service providers, payment processors, connected services or Third-Party AI Clients; (c) damage resulting from the Customer's failure to comply with these Terms, including the failure to obtain consents, secure webhook endpoints, safeguard API keys or protect share links; (d) regulatory fines or sanctions resulting from the Customer's actions or omissions; or (e) damage arising from a suspension or termination in accordance with these Terms.

21.5 BlueMarlin's liability for damage arising from injury to life, body or health, for fraud and under mandatory statutory provisions that cannot be limited by contract remains unaffected.

21.6 The exclusions and limitations of this Clause also apply to the personal liability of BlueMarlin's directors, officers, employees, representatives and agents.

22. Suspension, Blocking and Removal of Content

22.1 BlueMarlin may temporarily or permanently block or suspend the Customer's access to the Platform, in whole or in part, if: (a) there are concrete indications of a breach of these Terms or applicable law; (b) the Customer's use poses a risk to the security, integrity or availability of the Platform or to the data of other customers; (c) the Customer is in default of payment beyond the grace period in Clause 19.6; (d) BlueMarlin receives a complaint, takedown request or enforcement notice from a third

party, a public authority or Meta/WhatsApp relating to the Customer's content or activities; or (e) BlueMarlin otherwise has a legitimate interest in doing so. BlueMarlin shall choose the least restrictive adequate measure.

22.2 The Customer will be notified of a blocking or suspension by email, in advance where reasonably possible and otherwise without delay. Access is restored once the cause has been removed. A permanently blocked access cannot be restored, and BlueMarlin may then terminate the contract for good cause.

22.3 BlueMarlin may remove content that does not comply with Clauses 14 or 15 if the Customer fails to remove it within a reasonable period, not less than seven (7) calendar days, after being asked to do so; manifestly unlawful content, or content whose removal is required by law, an authority or Meta/WhatsApp, may be removed immediately with notice to the Customer afterwards.

22.4 Fees remain payable during a suspension caused by the Customer.

23. Term, Termination and Data Export

23.1 Unless otherwise agreed, the term corresponds to the billing cycle of the selected plan (monthly or annual) and the contract renews automatically for successive periods of the same length unless terminated. For monthly plans, notice of termination must be given no later than fourteen (14) days before the end of the current billing period; for annual plans, no later than thirty (30) days before the end of the current annual period. BlueMarlin will send a renewal reminder by email no later than seven (7) days before each annual renewal date. Notice may be given in the subscription settings of the Platform or by email under Clause 26.1.

23.2 The right of both parties to terminate the contract without notice for good cause remains unaffected. Good cause includes in particular: (a) the Customer becomes insolvent; (b) the Customer is in default of payment for two consecutive billing periods; (c) either party materially breaches these Terms and fails to cure the breach within fourteen (14) days of written notice; (d) the Customer's use exposes BlueMarlin to enforcement by Meta/WhatsApp or a public authority; or (e) circumstances arise that make continuation unreasonable for the terminating party.

23.3 Termination of the contract automatically ends all Add-Ons and additional services.

23.4 Upon termination or expiry of the contract, or when the Customer deletes its workspace, Users lose access and API keys, webhooks, widgets, published share links and Third-Party AI Client connections stop working. BlueMarlin retains the Customer Content for thirty (30) calendar days after the effective date (the "Retention Period"), during which the Customer may request, by email from an administrator's account address to info@bluemarlinchat.com, an export of its Customer Content in a common machine-readable format, which BlueMarlin will provide within the Retention Period. After the Retention Period BlueMarlin permanently deletes the Customer Content; copies in backups roll off within a further thirty (30) days. BlueMarlin is not liable for loss of data after the Retention Period. Records BlueMarlin must keep under mandatory law, in particular invoices, are retained for the statutory period.

23.5 Clauses that by their nature should survive termination shall survive, including Clauses 15.6 (indemnity), 17 (feedback), 18 (confidentiality), 20 (warranty), 21 (liability), 24 (data protection) and 26 (final provisions).

24. Data Protection

24.1 Insofar as BlueMarlin processes personal data on behalf of the Customer in providing the Platform, in particular data relating to End Users and other persons appearing in Customer Content, BlueMarlin acts as processor within the meaning of Article 28 GDPR and the Customer as controller. The Data Processing Agreement published at bluemarlinchat.com/dpa (the "DPA") is incorporated into these Terms by reference and is concluded between the parties, in electronic form as permitted by Article 28(9) GDPR, upon acceptance of these Terms; it contains the terms required by Article 28(3) GDPR, the technical and organisational measures and the list of Sub-processors. A countersigned PDF copy of the DPA is available on request to info@bluemarlinchat.com.

24.2 Customer data at rest is hosted in the European Union: the application servers and the primary database run in a data centre in Germany operated by an ISO/IEC 27001-certified European infrastructure provider, whose identity is available on request; database backups, files, media and generated documents are kept in object storage under EU jurisdiction. Personal data leaves the European Union only transiently, to the Sub-processors and under the transfer mechanisms set out in the DPA.

24.3 The personal data that BlueMarlin processes as controller (account, billing and technical data of the Customer and its Users), the purposes, legal bases, retention periods, recipients and the rights of data subjects are described in the Privacy Policy at bluemarlinchat.com/privacy.

24.4 The current list of Sub-processors is maintained in the DPA, and BlueMarlin will notify the Customer of intended changes in accordance with the procedure set out there, including the Customer's right to object.

24.5 The Customer is solely responsible for ensuring that its use of the Platform complies with applicable data protection law, including the processing of End User personal data, the instructions it gives to BlueMarlin and to the AI Features, and the data it publishes through share links, discloses through webhooks and Third-Party AI Clients or imports from connected services. BlueMarlin is not liable for fines or sanctions imposed on the Customer for its failure to comply with those obligations.

25. Amendment of the Terms

25.1 BlueMarlin may amend these Terms to reflect changes in applicable law or in the requirements of Meta/WhatsApp or other providers, changes to the Platform, new features or other reasonable business purposes, provided that the amendment does not alter the essential balance of the contract to the Customer's detriment.

25.2 Amendments will be communicated to the Customer by email no later than thirty (30) calendar days before they take effect. If the Customer does not object within four (4) weeks of receipt of the notification, the amendments are deemed accepted with effect for the future; if it objects, BlueMarlin may terminate the contract with two (2) weeks' notice. The amendment notice will draw attention to the effect of silence and to the right of termination. Clause 11.3 applies to re-acceptance of a new version in the Platform.

25.3 Amendments that are purely to the Customer's benefit, that are of an editorial nature or that are required by law may take effect on publication without the procedure in Clause 25.2.

26. Notices, Language and Final Provisions

26.1 Notices to the Customer may be given by email to the address of its workspace administrators or to the billing email address on file, constitute valid written notice and are deemed received on the business day following dispatch; the Customer shall keep those addresses current. Notices to BlueMarlin shall be sent by email to info@bluemarlinchat.com.

26.2 These Terms, the Privacy Policy and the DPA are drawn up in English. Any translations BlueMarlin makes available are provided for convenience only; in the event of any discrepancy the English version prevails.

26.3 These Terms, the DPA, the Privacy Policy and any order confirmation or written agreement between the parties constitute the entire agreement on their subject matter and supersede all prior negotiations and understandings. In the event of conflict the following order of precedence applies: (a) the DPA, in respect of data-protection matters; (b) a written order form or individual agreement signed by both parties, in respect of the commercial terms it expressly covers; (c) these Terms; and (d) the Privacy Policy, which is provided for information purposes only.

26.4 The contract, including these Terms, is governed by the substantive law of the Kingdom of Spain, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and of the rules of private international law.

26.5 The courts of Málaga, Spain, have exclusive jurisdiction over all disputes arising from or in connection with the contract; BlueMarlin may also sue the Customer before the courts of the Customer's seat. Mandatory provisions on exclusive jurisdiction remain unaffected.

26.6 Should any provision of these Terms be or become invalid or unenforceable, the remaining provisions are not affected. The invalid provision shall be replaced by a valid one that most closely reflects its economic purpose.

26.7 A failure by either party to enforce any right or provision of these Terms does not constitute a waiver of it.

26.8 The Customer may not assign the contract without BlueMarlin's prior written consent. BlueMarlin may assign it to an affiliate or to a successor in a merger, acquisition or sale of the business, and will inform the Customer.

27. Contact

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