

West Message Terms of Service

Last updated: October 26, 2023

Welcome to West Message

Thank you for using the services provided by West Message, Inc. ("West Message," "we," "us," or "our"). These Terms of Service ("Terms") govern your access to and use of our website, mobile applications, and other online products and services (collectively, the "Services").

By using our Services, you agree to comply with these Terms. If you do not agree with these Terms, do not use our Services.

Acceptance of Terms

Your access to and use of the Services is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who wish to access or use the Services.

Permission to Communicate with Customers

By signing up for a West Message account, you affirm that you have obtained all required consents and permissions to communicate with your customers in the form of text messages via our Services. Failure to secure such permission constitutes a breach of these Terms and may result in immediate termination of your account.

User Responsibilities

You are responsible for all activities that occur under your account. You agree to maintain the security and confidentiality of your account credentials.

Our Services

West Message provides a range of services for businesses, including but not limited to targeted communication, automated appointment booking, seamless integration, scheduled messages, and intelligent chatbots.

Account Credits

West Message operates on a credit-based system for usage of its text messaging and multimedia messaging services. Account credits are required for sending messages through our Services, and they must be purchased in advance. The following outlines the cost structure for sending messages:

- Text Message (SMS): Each text message (SMS) sent through our Services will cost one (1) account credit.
- Multimedia Message (MMS): Each multimedia message (MMS) sent through our Services will cost five (5) account credits.

Please note that once credits are used to send a message, they are non-refundable. It is your responsibility to ensure you have sufficient account credits to utilize our Services. Failure to maintain adequate account credits may result in the inability to send messages or make full use of our Services. Prices for account credits are subject to change and will be updated in accordance with these Terms.

By using our Services, you agree to this credit-based system and the associated costs. If you have questions regarding account credits or need further clarification, please contact us at:

contact@westmessage.com

Payments

You agree to pay all fees or charges to your account based on West Message's fees, charges, and billing terms. All users must have an active paid subscription to use West Message.

Termination

We reserve the right to terminate or suspend your account and bar access to the Services immediately, without prior notice or liability, under our sole discretion.

Changes to Terms

We reserve the right to modify or replace these Terms at any time. We will strive to provide at least 30 days' notice prior to any new terms taking effect.

Privacy Policy

Please refer to our Privacy Policy for information on how we collect, use, and disclose your information.

Disclaimers

Our Services are provided "as is" and "as available" without any warranties of any kind, either express or implied.

Limitation of Liability

In no event shall West Message, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages.

Governing Law

These Terms shall be governed and construed in accordance with the laws of the jurisdiction in which West Message operates, without regard to its conflict of law principles.

Contact Us

For any questions about these Terms, please contact us at:

contact@westmessage.com

By using our Services, you agree to be bound by these Terms of Service. Thank you for choosing West Message.