

FETCHWAY TERMS & CONDITIONS

Last Updated: June 30, 2026

These Terms & Conditions (“Terms”) form a binding agreement between Fetchway LLC, a Wyoming, United States limited liability company with its registered address at 30 N Gould St Ste R, Sheridan, WY 82801, United States (“Fetchway,” “we,” “us,” or “our”), and the business entity or individual registering for and using the Fetchway platform (“Business,” “you,” or “your”).

By creating an account, accessing, or using the Fetchway platform (the “Service”), you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Service. If you are entering into these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind that entity, in which case “you” refers to that entity.

1. The Service

Fetchway is a business-to-business software-as-a-service platform that enables appointment-based businesses to connect a WhatsApp Business account to the Fetchway dashboard using Meta’s Embedded Signup and the WhatsApp Cloud API (and, where applicable, other supported WhatsApp Business providers). Through the dashboard, Businesses may configure and manage services, staff, resources, branches, availability, business hours, booking rules, customers, and appointments. End-customers of a Business may use WhatsApp to book, reschedule, or cancel appointments, and to receive confirmations, reminders, and booking updates, configured by the Business.

Fetchway is not an artificial intelligence product. All booking, scheduling, and notification automation performed by the Service is rule-based and deterministic, operating according to configuration choices made by the Business.

2. Eligibility and Account Registration

The Service is intended for businesses that provide services, rentals, or appointment-based offerings requiring scheduling or booking functionality — including, without limitation, clinics, salons, gyms, studios, professional practices, companies, sole proprietors, self-employed professionals, and independent service providers. The Service is not intended for businesses primarily selling physical consumer products without a booking, reservation, or scheduling component.

To create an account, you must be at least 18 years of age, or the age of legal majority in your jurisdiction, and have the authority to bind the Business on whose behalf you are registering. You agree to provide accurate, current, and complete information during registration and to keep that information up to date.

End-customers who interact with a Business through WhatsApp do not create a Fetchway account and are not parties to these Terms. Such end-customers are customers of the Business, not of Fetchway.

3. Reseller and Partner Program

Fetchway may offer, or in the future offer, a reseller or partner program through which approved partners may refer or onboard Businesses to the Service in exchange for compensation, subject to a separate partner agreement. Regardless of how a Business is referred or onboarded, the Business's contractual relationship for use of the Service is directly with Fetchway LLC under these Terms, unless and until a separate agreement expressly provides otherwise.

4. WhatsApp Business Platform; Third-Party Dependencies

The Service relies on the WhatsApp Business Platform operated by Meta Platforms, Inc. ("Meta") and may rely on other WhatsApp Business Solution Providers from time to time. Use of WhatsApp functionality through the Service is subject to Meta's own terms and policies, including the WhatsApp Business Messaging Policy, the WhatsApp Commerce Policy, and the Meta Platform Terms (collectively, "Meta Policies").

You are solely responsible for complying with all applicable Meta Policies. You acknowledge that Meta independently controls access to the WhatsApp Business Platform, and that Fetchway cannot prevent Meta from limiting, suspending, or terminating your WhatsApp Business Account or phone number for violations of Meta Policies or for any other reason within Meta's discretion. Fetchway is not responsible or liable for any action taken by Meta, or for any resulting disruption to your use of the Service.

5. Acceptable Use

You may use the Service only for lawful business purposes. You agree not to use the Service for, or in connection with:

- Illegal products or services
- Fraudulent or deceptive activities
- Spam or unsolicited bulk messaging
- Harassment or abusive communications
- Impersonation of any individual or business
- Circumvention of Meta's policies or platform restrictions
- Malware, phishing, or other malicious software
- Adult or sexually explicit services, where prohibited by applicable law or Meta Policies
- Any activity that violates applicable laws or regulations

Fetchway reserves the right to investigate and take appropriate action, including suspension or termination of accounts, against any Business that violates this Section.

6. Subscription Plans, Fees, and Payment

Access to the Service requires a paid subscription, billed on a monthly or annual basis depending on the plan selected. Available plans, pricing, and features (including any limited-time launch offers) may change over time and will be made available to you at the time of purchase or renewal.

Subscription payments are processed through Stripe and, during the initial launch phase, may also be collected via bank transfer or Stripe Payment Links. Fetchway does not directly store payment card data; such data is processed and tokenized by the applicable payment processor. As the Service expands into additional markets, additional regional payment processors may be introduced.

Fetchway does not currently offer a public free trial, though promotional or invitation-only trials may be made available at Fetchway's sole discretion from time to time.

Where commercially and technically feasible, WhatsApp messaging costs (including Meta conversation-based charges or similar platform fees) may be incorporated into Fetchway's subscription pricing rather than billed separately; this pricing model may evolve as the Service expands into additional markets and supports additional WhatsApp providers.

6.1 Refunds

New subscriptions may qualify for a 14-day money-back guarantee, subject to reasonable platform usage. Duplicate or accidental charges will be refunded. Other refund requests will be reviewed on a case-by-case basis, and Fetchway may, in its discretion, make reasonable exceptions where appropriate. Refunds are generally not provided for partial subscription periods where the Service has already been substantially used.

6.2 Cancellation

You may cancel your subscription at any time, effective at the end of your current billing period; cancellation prevents future renewals but does not entitle you to a refund for the remainder of the then-current period except as set out in Section 6.1. Following cancellation, your data will be retained for approximately 30 days to permit reactivation, after which it may be permanently deleted in accordance with our Privacy Policy.

7. Service Availability

The Service is provided on a commercially reasonable, best-effort basis. While Fetchway strives to provide a reliable and highly available Service, uninterrupted or error-free availability is not guaranteed. Scheduled maintenance, updates, third-party outages (including outages of Meta's platform or other infrastructure providers), and events beyond Fetchway's reasonable control may temporarily affect availability. No formal Service Level Agreement (SLA) is currently provided.

8. Your Data; Data Protection

As between you and Fetchway, you retain ownership of your business information, your end-customer information, uploaded content, logos, branding, and your appointment and operational data. You are solely responsible for the accuracy of the data you input into the Service and for ensuring you have an appropriate legal basis to collect and process your end-customers' personal information.

With respect to end-customer personal data processed through the Service, Fetchway acts as a data processor / service provider on your behalf, and you act as the data controller, as further described in our Privacy Policy. A Data Processing Agreement may be made available where required by applicable law.

Our collection, use, and protection of personal data is further described in our Privacy Policy, which is incorporated into these Terms by reference.

9. Intellectual Property

Fetchway LLC retains all right, title, and interest in and to the Fetchway platform, software, branding, documentation, and all related intellectual property. Except for the limited right to access and use the Service in accordance with these Terms, no rights are granted to you in our intellectual property.

Fetchway will not use your business name, logo, or branding in marketing materials, testimonials, or case studies without your prior permission.

10. Suspension and Termination

Fetchway may suspend or terminate your account or access to the Service for reasons including, but not limited to: non-payment; violation of these Terms; fraudulent or illegal activity; abuse of the platform; violations of Meta or WhatsApp policies; or security threats or conduct that may negatively impact the Service or other users.

Where appropriate, Fetchway will make reasonable efforts to provide notice before suspension. However, Fetchway reserves the right to suspend or terminate accounts immediately, without notice, where necessary to protect the Service, its users, or to comply with legal or regulatory obligations.

Upon termination, your right to access and use the Service will cease, and data will be handled in accordance with Section 6.2 and our Privacy Policy.

11. Disclaimer of Warranties

THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FETCHWAY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT THE WHATSAPP BUSINESS PLATFORM OR ANY OTHER THIRD-PARTY SERVICE WILL REMAIN AVAILABLE OR FUNCTION WITHOUT INTERRUPTION.

12. Limitation of Liability

To the maximum extent permitted by law, Fetchway LLC’s total liability arising from or relating to the Service shall not exceed the total subscription fees paid by you to Fetchway during the twelve (12) months immediately preceding the event giving rise to the claim.

FETCHWAY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL, OR LOSS OF DATA, EVEN IF FETCHWAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Indemnification

You agree to defend, indemnify, and hold harmless Fetchway LLC, its officers, employees, contractors, and affiliates from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or relating to: your use of the Service; your communications with your customers; your violation of these Terms; your violation of applicable laws; your violation of Meta or WhatsApp policies; or claims brought by your own customers.

14. Modifications to the Service or Terms

Fetchway may modify, update, or discontinue features of the Service at any time. We may also update these Terms from time to time; we will update the "Last Updated" date above when we do so, and material changes will be communicated through the Service or by email where appropriate. Continued use of the Service after changes take effect constitutes acceptance of the updated Terms.

15. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of Wyoming, United States, without regard to its conflict-of-laws principles.

The parties agree to first attempt to resolve any dispute arising from or relating to these Terms or the Service through good-faith informal discussions. If a dispute cannot be resolved informally within a reasonable period, it shall be resolved through binding arbitration in accordance with applicable arbitration rules. Nothing in these Terms prevents either party from seeking temporary injunctive or other equitable relief in a court of competent jurisdiction where appropriate to prevent irreparable harm.

16. International Use

Fetchway currently serves Businesses in the United Arab Emirates and intends to expand into additional markets over time, including Saudi Arabia, Egypt, Qatar, India, Indonesia, Malaysia, Singapore, Brazil, Argentina, Mexico, Peru, Colombia, the United Kingdom, Spain, Italy, and Germany. Fetchway LLC currently contracts with all Businesses, including those in the United Arab Emirates, as a United States entity, and does not currently maintain a local legal entity, branch office, or appointed legal representative in the United Arab Emirates or any other jurisdiction outside the United States. You are responsible for ensuring that your use of the Service complies with any laws applicable to your business and location.

17. General Provisions

These Terms, together with our Privacy Policy and any order forms or plan terms agreed at signup, constitute the entire agreement between you and Fetchway regarding the Service. If any provision of these Terms is found to be unenforceable, the remaining provisions will continue in full force and effect. Fetchway's failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. You may not assign these Terms without Fetchway's prior written consent; Fetchway may assign these Terms in connection with a merger, acquisition, or sale of assets.

18. Contact Us

If you have questions about these Terms, please contact us at:

Fetchway LLC

30 N Gould St Ste R, Sheridan, WY 82801, United States

General support: support@fetchway.io

Privacy inquiries: privacy@fetchway.io