



WHATSAPP BUSINESS - TERMS AND CONDITIONS

Broadcast Voice Networks, Inc. (BVN Telecom Group) · Last updated: Oct 13, 2026

Important notice: BVN is an independent technology provider that facilitates access to the WhatsApp Business platform. BVN is not Meta Platforms, Inc. or WhatsApp LLC, is not affiliated with them, and does not control their decisions. Use of WhatsApp is at all times subject to Meta's policies, which the Customer agrees to know and comply with.

1. IDENTIFICATION AND ACCEPTANCE

1.1. These Terms and Conditions (the "Terms") govern access to and use of the business messaging service through integration with the WhatsApp Business API (the "Service"), offered by Broadcast Voice Networks, Inc., a corporation organized under the laws of the State of Florida, United States, with its principal office in West Palm Beach, Florida, doing business as BVN Telecom Group ("BVN", "we", "us").

1.2. By contracting, activating, accessing, or using the Service, the individual or legal entity contracting it (the "Customer") represents that it has read, understood, and accepted these Terms, as well as the Meta Policies described in Section 4. If the Customer acts on behalf of a company, it represents that it has sufficient authority to bind that company.

1.3. If the Customer does not agree with these Terms or with the Meta Policies, it must not use the Service.

1.4. The Service is intended exclusively for businesses and professionals for commercial purposes. It is not intended for consumers for personal or household use.

2. DEFINITIONS

Meta: Meta Platforms, Inc., WhatsApp LLC, and their affiliates, owners and operators of WhatsApp. WhatsApp Business Platform: the WhatsApp Business API (including the Cloud API) and other WhatsApp business services provided by Meta. WABA Account: the Customer's WhatsApp Business Account, together with its phone numbers, display name, profile, templates, and settings. Meta Policies: the set of Meta terms, policies, and guidelines listed in Section 4, as in effect from time to time. End User: any person who receives messages from, or sends messages to, the Customer through the Service. Template: a message format pre-approved by Meta, required to start conversations or to message outside the customer service window. Customer service window: the 24-hour period that opens or restarts each time an End User messages the Customer. Meta Charges: the fees Meta charges for use of the WhatsApp Business Platform, including per-delivered-message fees.



3. NATURE OF THE SERVICE AND BVN'S ROLE

3.1. BVN acts solely as a technology facilitator: it provides the Customer with a platform, tools, integrations, and first-level technical support to connect its WABA Account to the WhatsApp Business Platform. To do so, BVN may rely on technology partners and authorized providers.

3.2. Meta provides, controls, and makes the decisions regarding the WhatsApp service. Decisions reserved exclusively to Meta include, among others: business verification; approval or rejection of the display name and Templates; message categorization and pricing; quality rating; messaging limits; restrictions, suspensions, blocks, or closures of accounts and numbers; and changes to its products, prices, and policies.

3.3. BVN cannot reverse, overturn, prevent, or guarantee the outcome of any Meta decision. BVN does not guarantee that Meta will approve, keep active, or restore the Customer's WABA Account, numbers, or Templates.

3.4. The Customer is solely responsible for the content of its messages, its contact lists, how it obtains its End Users' consent, and its use of the Service. BVN does not review or pre-approve content sent by the Customer.

4. MANDATORY COMPLIANCE WITH META POLICIES

4.1. The Customer agrees to comply at all times with the following Meta policies, in their current versions, which form an integral part of these Terms:

WhatsApp Business Terms of Service. WhatsApp Business Solution Terms. WhatsApp Business Messaging Policy. WhatsApp Commerce Policy. WhatsApp Messaging Guidelines. WhatsApp Brand Guidelines and Intellectual Property Policy. Meta Commercial Terms and any other applicable technical and product documentation.

These policies are published by Meta at business.whatsapp.com/policy and whatsapp.com/legal.

4.2. Meta may modify its policies at any time, including without prior notice. It is the Customer's sole responsibility to review them periodically and adapt its operations to any change. Continued use of the Service constitutes acceptance of such changes.

4.3. In the event of any conflict between these Terms and the Meta Policies regarding the use of WhatsApp, the Meta Policies shall prevail.

5. CUSTOMER OBLIGATIONS

The Customer agrees, at a minimum, to:

5.1. Consent (opt-in): send messages only to End Users who have provided their number and their prior, express, and verifiable consent to receive messages from its business via WhatsApp, clearly identifying its business when requesting such consent. The Customer must keep proof of that consent and provide it to BVN or Meta upon request.

5.2. Opt-out: immediately honor any End User request to stop receiving messages, and offer simple mechanisms to unsubscribe.



5.3. Templates and customer service window: use approved Templates to start conversations or to message outside the customer service window, and classify its Templates in the correct category (marketing, utility, authentication), without attempting to disguise marketing messages as other categories.

5.4. Quality: maintain a good quality rating by avoiding unwanted, repetitive, or misleading messages, or messages that lead End Users to block or report the business.

5.5. Truthful identity: not impersonate any other person, brand, or entity, and keep its business information accurate and up to date with BVN and Meta.

5.6. Applicable law: comply with all laws and regulations applicable to its business and to the countries of its End Users, including, as applicable, consumer protection, contact, and telemarketing laws (for example, the Telephone Consumer Protection Act and the Florida Telephone Solicitation Act in the U.S.; Law 1480 of 2011 and Law 2300 of 2023 in Colombia), personal data protection laws (for example, Law 1581 of 2012 in Colombia or the GDPR where applicable), and regulated-industry rules.

5.7. Regulated industries: refrain from sending messages about activities that Meta restricts or permits only in certain countries and under certain conditions (for example, alcohol, gambling, financial services, healthcare, medications), unless the activity is expressly permitted by Meta in the relevant country and the Customer meets all additional requirements.

5.8. Credentials: safeguard its usernames and passwords and be responsible for all activity carried out from its account.

6. PROHIBITED USES

Using the Service for any of the following is strictly prohibited:

Sending unsolicited bulk messages (spam), buying or renting databases, or contacting numbers obtained without consent. Offering, selling, or promoting products or services prohibited by the WhatsApp Commerce Policy (including, among others, drugs, weapons, adult content, animals, counterfeit goods, fraudulent services, or deceptive schemes). Fraud, phishing, scams, identity theft, or any unlawful activity.

Content that is illegal, defamatory, discriminatory, violent, harassing, or that infringes third-party rights, including intellectual property. Sharing sensitive End User data (for example, full payment card numbers, bank account numbers, or identity documents) in violation of the Meta Policies. Circumventing, manipulating, or abusing Meta's or BVN's limits, quality systems, or technical controls. Reselling, sublicensing, or assigning the Service to third parties without BVN's written authorization.



7. BLOCKS, RESTRICTIONS, AND SANCTIONS IMPOSED BY META

7.1. The Customer acknowledges that Meta may, in its sole discretion and without BVN's involvement, limit the number of messages, reject or pause Templates, lower the quality rating, restrict features, suspend or remove phone numbers, or temporarily or permanently disable the Customer's WABA Account.

7.2. BVN shall not be liable for any such measures or their consequences, including interruption of communications; loss of contacts, conversations, or data; loss of sales, customers, or revenue; or damage to the Customer's reputation.

7.3. Where the measure results from the Customer's content, conduct, or breach, no refunds shall be due of amounts paid to BVN for the affected period or of balances consumed with Meta, and the Customer shall remain obligated to pay all charges incurred.

7.4. At the Customer's request, BVN may provide guidance on any review or appeal channels Meta makes available, without this implying any guarantee of outcome or any obligation to achieve reinstatement of the account.

8. PRICING, META CHARGES, AND BILLING

8.1. The Service may include: (a) BVN's own fees (platform, users, licenses, implementation, support); and (b) Meta Charges for the use of WhatsApp. BVN's prices are set out in the commercial proposal, estimate, service order, or the Customer portal.

8.2. Meta charges per delivered message, based on the message category (marketing, utility, authentication, and service) and the country of the recipient's phone number, with possible volume tiers. As of the date of these Terms, based on Meta's announcements,

from October 1, 2026, service messages within the customer service window may also be charged. Meta may update its rates up to four times per year (January 1, April 1, July 1, and October 1).

8.3. The Customer bears all Meta Charges generated by its WABA Account, including those resulting from misuse, erroneous sends, the category Meta assigns to its Templates, or use by third parties with access to its account. BVN may pass these charges through on the Customer's invoice, deduct them from the Customer's prepaid balance, or require the Customer to pay them directly to Meta using its own payment method.

8.4. Any change to Meta's pricing will be passed through to the Customer from its effective date, and shall not constitute a unilateral modification by BVN.

8.5. Payments are non-refundable unless otherwise required by mandatory law. Non-payment entitles BVN to suspend the Service until the Customer's account is brought current.

9. FINES, SANCTIONS, AND INDEMNIFICATION

9.1. The Customer shall be solely responsible for any fine, sanction, charge, penalty, claim, lawsuit, or demand imposed or brought by Meta, administrative or judicial authorities, telecommunications carriers, End Users, or any third party, arising from: (a) the content of its



messages; (b) breach of these Terms, the Meta Policies, or the law; (c) lack of End User consent; or (d) use of the Service by the Customer, its employees, contractors, or any person accessing it with its credentials.

9.2. The Customer agrees to defend, indemnify, and hold harmless BVN and its shareholders, officers, employees, technology partners, and providers from and against any damage, loss, cost, fine, sanction, or expense (including reasonable attorneys' fees and costs) arising from the foregoing.

9.3. If BVN or its technology partners pay, or suffer deductions, charges, or penalties, because of the Customer, the Customer shall reimburse the full amount within ten (10) calendar days of BVN's request, and BVN may offset it against any balance in the Customer's favor.

10. SUSPENSION AND TERMINATION BY BVN

10.1. BVN may suspend the Service in whole or in part, without prior notice and without liability, when: (a) it detects or reasonably suspects a breach of these Terms, the Meta Policies, or the law; (b) Meta, a technology partner, or an authority so requires; (c) there is non-payment; or (d) the Customer's use puts the platform, other customers, or BVN's relationship with its providers at risk.

10.2. BVN may terminate the Service for material or repeated breach, or upon thirty (30) days' notice for any other reason.

10.3. The Customer may terminate the Service as agreed in its estimate or service order. Termination does not extinguish payment obligations already incurred or indemnification obligations.

11. PERSONAL DATA AND PRIVACY

11.1. With respect to its End Users' data, the Customer is the data controller and must have a privacy policy, notices, and authorizations in accordance with applicable law. BVN acts as a data processor and will process such data solely on the Customer's behalf, according to its instructions, and to provide the Service.

11.2. Meta processes WhatsApp Business Platform information under its own terms and privacy policies, over which BVN has no control.

11.3. BVN applies reasonable administrative, technical, and physical security measures. BVN's processing of data is also governed by its Privacy Policy, published at <https://www.bvntelecomgroup.com/privacy-policy.html>.

12. OWNERSHIP AND PORTABILITY OF THE WABA ACCOUNT

12.1. The WABA Account, phone numbers, and display name registered in the Customer's name belong to the Customer. BVN acquires no rights over them.

12.2. If the Customer decides to transfer its WABA Account to another provider or to take direct control of it, BVN will reasonably assist within the timeframes required by Meta, without prejudice to the collection of any outstanding balances.



12.3. The platform, software, integrations, trademarks, and other developments of BVN and its technology partners are their property. The Customer receives only a limited, non-exclusive, non-transferable license to use them for the term of the Service. WhatsApp

and Meta are trademarks of their respective owners.

13. AVAILABILITY AND DISCLAIMER OF WARRANTIES

13.1. THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY LAW, BVN MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR UNINTERRUPTED OR ERROR-FREE OPERATION.

13.2. Service availability depends on Meta, cloud providers, third-party networks, and the Customer's connectivity. BVN does not guarantee the delivery, reading, or delivery time of any message.

14. LIMITATION OF LIABILITY

14.1. IN NO EVENT SHALL BVN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, OR LOSS OF DATA, CUSTOMERS, OR GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2. BVN'S TOTAL AND CUMULATIVE LIABILITY FOR ANY CLAIM RELATED TO THE SERVICE SHALL NOT EXCEED THE AMOUNT OF BVN'S OWN FEES (EXCLUDING META CHARGES) ACTUALLY PAID BY THE CUSTOMER DURING THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

14.3. These limitations do not apply where applicable law does not permit liability to be limited, such as in cases of fraud or gross negligence.

15. FORCE MAJEURE AND THIRD-PARTY ACTS

BVN shall not be liable for any failure or delay caused by events beyond its reasonable control, including decisions, failures, or product, pricing, or policy changes by Meta; failures of cloud, internet, or telecommunications providers; cyberattacks; acts of government; natural disasters; pandemics; or labor disputes.

16. CHANGES TO THESE TERMS

BVN may modify these Terms at any time, in particular to reflect changes in the Meta Policies or the law. The current version will be published on this website with its last-updated date. Material changes will be communicated to the Customer by email or through the platform. Continued use of the Service after publication constitutes acceptance.



17. GOVERNING LAW AND JURISDICTION

17.1. These Terms are governed by the laws of the State of Florida and applicable federal laws of the United States of America, without regard to their conflict-of-laws rules.

17.2. The parties will endeavor in good faith to resolve any dispute through direct negotiation for thirty (30) days. Failing that, the dispute shall be submitted to the state or federal courts located in Palm Beach County, Florida, to whose jurisdiction the Customer expressly submits, without prejudice to any mandatory rules applicable in the Customer's country.

18. GENERAL PROVISIONS

Entire agreement: these Terms, the estimate, service order, or commercial proposal, and the policies referenced herein constitute the entire agreement between the parties regarding the Service. In the event of conflict, the terms agreed in writing in the signed or accepted estimate or service order shall prevail. Severability: if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assignment: the Customer may not assign these Terms without BVN's written authorization. BVN may assign them to affiliates or to a successor. No waiver: failure to exercise any right shall not constitute a waiver of that right. Survival: the sections on payments, indemnification, limitation of liability, data, and governing law survive termination. Language: these Terms are published in Spanish and English. In the event of any discrepancy between the two versions, the Spanish version shall prevail. Notices: notices will be sent to the email address registered by the Customer.

19. CONTACT

Broadcast Voice Networks, Inc. (BVN Telecom Group) West Palm Beach, Florida, United States
Email: support@bvntelecomgroup.com Phone: +1 (305) 590-8080 Website: <https://www.bvntelecomgroup.com/index.html#contacto>