

# Terms of Use — bots.farm

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These Terms of Use ("Terms") govern the relationship between the bots.farm online platform (hereinafter referred to as the "Platform", "we", "our", "us") and the users of the Platform — Clients and Subscribers (hereinafter referred to as "you", "your"). By using the Platform and its services, you confirm your agreement with these Terms and with the Privacy Policy. Registration on the Platform website constitutes acceptance of the Terms.

## 1. Definitions

Account — a record in the information system containing Client data.

Active Subscriber — a subscriber who has given consent to receive messages.

Profile — a list of information about subscribers and their data.

Balance — section of the Personal Account containing financial settlements; multiple balances may exist.

Chatbot — a program simulating dialogue with a user.

Client — an individual registered on the Platform and using its services.

Content — texts, graphics, videos, and other materials.

Controller — an entity determining the purposes and means of processing personal data.

Cookie — text files storing technical information about visits and settings.

Documentation — the Terms and the Privacy Policy.

Free Plan — free use of services with limitations.

Messenger — communication systems (Telegram, Viber, Facebook, WhatsApp, etc.).

Platform Owner — DataPulse OÜ, Sepapaja tn 6, 15551 Tallinn, Estonia.

Partner — an entity jointly providing services, including messenger operators.

Parties — the Owner and the Client.

Personal Account (Dashboard) — a protected section of the Platform accessible after registration.

Personal Balance — a section of the Dashboard showing funds available for services.

Personal Information — data allowing direct or indirect identification of you or a subscriber.

Platform Console — part of the Dashboard for managing functions.

Platform Website — domains \*.bots.farm; Clients are responsible for their own links and content.

Processor — an entity processing personal data on behalf of the Controller.

Registration — actions described in Section 5.

Service — provision of Platform functionalities.

Services — bots.farm tools and resources for subscriber growth, sales, and integrations.

Platform bots.farm — a website for increasing sales and loyalty using chatbots and messengers.

Spam — unsolicited messages without recipient consent and/or intended to mislead.

Spam Mailing — unsolicited bulk messages without prior subscriber consent.

Subscriber — a person registered through a widget or chatbot.

Subscription Fee — payment for using services.

Tariff Plan — system of rates for using the service; current tariffs are listed on the website.

Term — duration of the Tariff Plan.

Users — Clients and Subscribers.

User Consent — voluntary, informed, and unambiguous consent to the processing of personal data.

## **2. Services**

The Platform provides tools for sales and customer loyalty through chatbots and messengers, including: account registration, technical support, exercising data subject rights, paid additional services, integrations, visual editor, mailings, surveys, and more.

## **3. Tariffs and Limits**

Available plans include Free and PRO. The Free Plan supports up to 500 subscribers with up to 2 projects. The PRO Plan starts at €10 and supports up to 1000 subscribers per package. Exceeding Free Plan limits results in suspension until upgrading. Payment periods: monthly, quarterly, yearly.

#### **4. Consents**

The Client confirms being at least 16 years old, using the services for lawful purposes, and consents to recurring charges under the chosen tariff, period, and subscriber count.

#### **5. Registration and Login**

Clients register via form or Google/Apple. Subscribers register via widget or chatbot message depending on the messenger. Login and password must not be shared. False contact information voids access.

#### **6. Recovery of Access**

Access may be restored by contacting support (support@bots.farm) with proof of account ownership. Two-factor authentication may be disabled upon request.

#### **7. Dashboard**

The Dashboard allows management of campaigns, templates, statistics, mailing lists, and tariff changes. Clients upload subscriber contacts and are responsible for lawful processing.

#### **8. Rights of the Platform Owner**

Receive timely payments; use cookies; process and transfer personal data under applicable rules; interact with external services; restrictively grant access to employees/controllers/processors; disclose data in accordance with the Privacy Policy; block accounts for non-payment or violations; modify interface, tariffs, or documents; provide free access; delete or deactivate accounts after prolonged non-payment.

#### **9. Rights of Users**

Use services; unsubscribe via messenger command; delegate access to projects within the granted permissions.

#### **10. Obligations of the Platform Owner**

Provide access to services; offer tariff choices; notify about tariff changes; coordinate tariff changes when limits are exceeded; refrain from transferring internal messenger IDs to third parties.

## **11. Obligations of Users**

Keep login credentials secure; provide accurate data; refrain from spamming; avoid using purchased/illegal databases; ensure easy unsubscribe; inform subscribers of their rights; use professional communication; provide card details when activating PRO.

## **12. Prohibited Actions**

Uploading purchased/illegally collected databases; distributing prohibited content; sharing access with third parties; inviting without consent; fraudulent data collection; sending messages without consent; publishing content violating rights and freedoms.

## **13. Intellectual Property**

The Platform's software, design, and content belong to the Owner. Clients receive a non-exclusive license to use the services. Clients are responsible for the legality of their content. The Platform may use, copy, and process client data and content during use. Access may be terminated for third-party rights violations.

## **14. Refunds**

Paid subscription fees are non-refundable. If a prepaid period is deactivated, the unused portion is credited to the Personal Balance, not the card.

## **15. Third-Party Services**

Traffic and personal data are encrypted and transmitted via HTTPS or Cloudflare.

## **16. Document Updates**

Changes to the Terms and Privacy Policy are communicated via email, messages, or pop-ups on the homepage.

## **17. Communication**

Support: support@bots.farm; Mailing address: Sepapaja tn 6, 15551 Tallinn, Estonia.

## **18. Anti-Spam**

Any spam mailings are prohibited. Unlawful sources include purchased lists, directories, scraping, business cards/forms without consent, role-based emails as primary lists, etc. Messenger requirements: truthful content, clear sender identification, explicit cost disclosure, no unauthorized bulk mailings. Prohibited content: escort/dating, malware, pharmaceuticals/counterfeit, 'quick money', trading signals, MLM, affiliate schemes, debt

collection, credit/mortgage, supplements, 18+ content, illegal goods/piracy, gambling, political parties/organizations, tobacco, alcohol, religious propaganda. Complaints must be sent to [legal@bots.farm](mailto:legal@bots.farm) with user identification, violation description, and timeframe. Responses are issued within 30 business days.

## **19. Disclaimer of Liability**

We are not responsible for user actions caused by misinterpretation of documents; not liable for indirect or consequential damages; overall liability is limited to one monthly payment. The service and content are provided 'as is' without warranties. The accuracy of client data to subscribers is not guaranteed. Clients bear responsibility for the legality of transmitted information. Cookie use is assumed. Consequences of account blocking due to non-payment rest with the Client.

## **20. Governing Law and Disputes**

These Terms are governed by Estonian, EU, and international law. Disputes are resolved in Estonian/EU courts.

## **21. Term and Termination**

The Terms remain in force until terminated by either Party. The Owner may unilaterally terminate access and block an account for: violation of anti-spam rules, breach of user obligations, prohibited actions, or violation of Terms/Privacy Policy. The Client may unilaterally terminate use. Payments are non-refundable. Upon account deletion by either Party, the Owner is not responsible for data retention or transfer; debts are charged until repaid.