

## Terms of Use (TOS)

Welcome to **Youtube Translator**, operated by **Rei Koleci**, located at Paseo de la Castellana, 194 – 28046 New York. By accessing or using our platform, you agree to comply with these Terms of Use. If you do not agree, please discontinue use immediately.

### 1. Definitions

- **“Platform”** refers to Youtube Translato and all associated services.
- **“User”** refers to any individual or entity using the platform.
- **“Company”** refers to Rei Koleci, the operator of the platform.

### 2. Scope of Service

ManyContacts is a WhatsApp-based contact center platform that integrates with CRM systems such as HubSpot to streamline communication. Users must:

- Use the platform solely for legitimate business purposes.
- Comply with WhatsApp's, Meta's, and any other relevant third-party service provider's terms of use.

### 3. Prohibited Activities

Users are strictly prohibited from using the platform for:

1. **Illicit Activities:** This includes but is not limited to:
  - Fraud, scams, or deceptive practices.
  - Promotion of illegal products or services.
2. **Prohibited Business Practices:**
  - Activities banned by WhatsApp or Meta, including but not limited to:
    - Bulk or automated messaging.
    - Sharing harmful, offensive, or misleading content.
    - Marketing banned substances, such as illegal drugs or counterfeit goods.
  - Activities violating any local, national, or international laws.
3. **Data Misuse:**
  - Harvesting personal data without consent.
  - Sending spam or unauthorized marketing communications.
4. **Harmful Actions:**
  - Introducing viruses, malware, or any harmful technology to the platform.
  - Attempting to hack, reverse-engineer, or disrupt platform operations.

#### 4. Compliance with WhatsApp and Meta Policies

Users agree to comply with WhatsApp Business and Meta policies, including:

- **Prohibited Content Policies:** No sharing of content that promotes violence, hate speech, or discrimination.
- **Message Volume and Nature:** Respect guidelines for message volume, automation, and opt-in consent from recipients.

If Meta or WhatsApp suspends or bans your account due to non-compliance, **Rei Koleci** will not be liable for damages or service interruptions.

#### 5. User Responsibilities

- Users are responsible for ensuring compliance with all applicable laws, including but not limited to:
  - Data protection and privacy laws (e.g., GDPR, CCPA).
  - Communication laws regarding unsolicited messaging.
- Users must ensure all customer interactions via the platform are lawful and ethical.

#### 6. Account Suspension or Termination

We reserve the right to suspend or terminate access to the platform if:

- Users violate these terms or third-party policies.
- Unauthorized or illegal activities are detected.
- Meta or WhatsApp requests account suspension due to policy breaches.

Termination does not waive the user's obligation to pay outstanding fees.

#### 7. Indemnification

Users agree to indemnify and hold harmless **Rei Koleci** from any claims, liabilities, or damages arising from:

- Misuse of the platform.
- Violations of these Terms of Use.
- Non-compliance with third-party policies or applicable laws.

#### 8. Limitation of Liability

**Rei Koleci** will not be liable for:

- Direct or indirect damages arising from platform use, including interruptions caused by third-party services (e.g., WhatsApp outages).
- Loss of data or revenue due to user misconduct or third-party actions.

#### 9. Intellectual Property

All intellectual property rights related to ManyContacts, including trademarks, logos, and platform content, remain the sole property of **Rei Koleci**. Users are granted limited access for their business use only.

## 10. Fees and Payment

- Users must pay all applicable fees for platform access as outlined in their subscription plan.
- Failure to pay may result in suspension or termination of access.

## 11. Governing Law

These Terms of Use are governed by the laws of Spain. Any disputes shall be resolved exclusively in the courts of Madrid.

## 12. Updates to Terms

**Rei Koleci** reserves the right to modify these Terms of Use at any time. Changes will be communicated to users via email or platform notifications. Continued use of the platform constitutes acceptance of the updated terms.

## 13. Contact

For questions or concerns, contact us at:

Email: [support@Youtube Translato](mailto:support@Youtube Translato)

Address: Paseo de la Castellana, 194 – 28046 Madrid

IVA/VAT: B87614533

# Privacy Policy

**Rei Koleci** (IVA/VAT: B87614533), operating under the brand **Youtube Translato**, is committed to protecting your privacy. This Privacy Policy explains how we collect, use, and safeguard your personal data when you use our services.

## 1. Data Controller

The data controller for all information collected on this platform is:

**Rei Koleci**

Paseo de la Castellana, 194 – 28046 Madrid, Spain

Contact: [support@Youtube Translato](mailto:support@Youtube Translato)

## 2. Information We Collect

We collect and process the following types of personal data:

### **A. Information You Provide**

- Name, email address, phone number, and company details when creating an account.
- Payment information for subscription services (processed via secure third-party providers).
- Messages and communication logs via WhatsApp and other integrated services.

### **B. Automatically Collected Information**

- IP address, browser type, and device information.
- Usage data, including interactions with the platform.

### **C. Third-Party Integrations**

If you connect third-party accounts (e.g., HubSpot, WhatsApp), we may collect:

- Customer communication history.
- CRM data synchronized with our platform.

## **3. How We Use Your Information**

We use your data to:

- Provide, manage, and improve our services.
- Facilitate WhatsApp and CRM integrations.
- Respond to inquiries and provide customer support.
- Process payments and manage subscriptions.
- Send transactional and marketing communications (only with user consent).
- Analyze usage trends and improve platform performance.

## **4. Legal Basis for Data Processing**

We process personal data based on the following legal grounds:

- **Performance of a contract:** To deliver the services you subscribe to.
- **Consent:** For marketing communications and optional features.
- **Legitimate interest:** To enhance user experience, secure the platform, and prevent misuse.
- **Legal obligations:** To comply with applicable laws and regulations.

## **5. Sharing Your Data**

We do not sell your personal data. However, we may share it with:

1. **Third-Party Providers:** For payment processing, customer support tools, and analytics.
2. **WhatsApp and Meta:** For platform integrations, adhering to their policies.

3. **Legal Authorities:** When required to comply with legal obligations.

## 6. Data Retention

- Personal data is retained only as long as necessary to provide our services or comply with legal obligations.
- Communication logs via WhatsApp are retained based on the configuration set by the user.
- Inactive accounts may have their data deleted after 2 years of inactivity.

## 7. Your Rights

Under applicable data protection laws, you have the following rights:

- **Access:** Request a copy of your personal data.
- **Correction:** Update or correct inaccurate data.
- **Deletion:** Request the deletion of your personal data (“right to be forgotten”).
- **Restriction:** Restrict the processing of your data in certain cases.
- **Data Portability:** Receive your data in a structured, machine-readable format.
- **Objection:** Object to data processing based on legitimate interest.
- **Withdrawal of Consent:** Withdraw consent for optional processing activities.

To exercise these rights, contact us at [support@Youtube Translato](mailto:support@Youtube Translato).

## 8. Cookies and Tracking

We use cookies and similar tracking technologies to:

- Analyze platform performance.
- Provide personalized user experiences.
- Enable essential functionality.

For details, refer to our **Cookie Policy** [provide link if available].

## 9. Security Measures

We implement robust security measures to protect your data, including:

- Encrypted data transmission (SSL/TLS).
- Secure payment processing through trusted providers.
- Regular security audits and monitoring.

However, no system is entirely secure, and we cannot guarantee absolute data protection.

## 10. International Data Transfers

If your data is transferred outside the European Economic Area (EEA), we ensure:

- The recipient country offers an adequate level of data protection, or

- Standard contractual clauses are in place to safeguard your data.

### **11. Children's Privacy**

Our platform is not intended for individuals under 16 years of age. We do not knowingly collect data from minors.

### **12. Third-Party Links**

Our platform may contain links to third-party websites. We are not responsible for the privacy practices of these external sites.

### **13. Changes to This Privacy Policy**

We may update this policy from time to time. Any changes will be communicated via email or on our platform. Continued use of our services indicates acceptance of the updated policy.

### **14. Contact Us**

If you have questions or concerns regarding this policy, please contact us:

Email: **support@Youtube Translato**

Address: **Paseo de la Castellana, 194 – 28046 Madrid**

IVA/VAT: **B87614533**