TERMS OF SERVICE

Root-ling Marketplace

Platform for Task-Based Services — Republic of Lithuania
Version: 5.1 | **Effective date:** 2 May 2026 | **Last revised:** 28 October 2026

This version applies from 28 October 2026. Earlier versions are available on request at info@root-ling.com.

These Terms of Service ("Terms") constitute a legally binding agreement between you and Root-ling governing your access to and use of the Root-ling platform, including our website (root-ling.com), mobile application, and all associated services. By registering or using the Platform, you confirm you are at least 18 years old and agree to be bound by these Terms.

1. Definitions

- **Platform** — The Root-ling website, mobile application, and all related services.
- **Task Maker** (also "Client") — A registered user who posts Tasks and initiates payments.
- **Tasker** — A registered user who completes Tasks as an independent contractor.
- **Task** — A service request posted by a Task Maker on the Platform.
- **Service Fee** — The 15% commission deducted by Root-ling from the Task budget upon completion.
- **Escrow** — Temporary holding of payment funds by Stripe until task completion is confirmed.
- **Stripe** — Third-party payment processor (Stripe Payments Europe Ltd., Ireland). Stripe's own terms apply independently.
- **Task Boost** — A paid feature that increases the visibility of a task in the Tasker feed.
- **Subscription** — An optional paid premium plan for Clients, Taskers, or both.
- **Ambassador** — A user enrolled in our referral programme.
- **Service Provider Agreement** — The direct contractual agreement formed between a Client and a Tasker for performance of a Task. Root-ling is not a party.
- **Cookies** — Small data files stored on your device used to improve platform functionality and analytics.
- **Content** — Any text, photo, video, review, message, or material submitted by users.

2. User Accounts & Eligibility

2.1 Eligibility

- You must be at least **18 years** of age.
- You must have full legal capacity to enter into binding contracts.
- You must not have been previously suspended or banned from the Platform.

- You must be a resident of Lithuania or a country where the Platform is officially available.

2.2 Account Registration

You agree to provide accurate, current, and complete information and to keep it updated. You are solely responsible for all activity under your account. Notify us immediately at support@root-ling.com if you suspect unauthorized access.

By creating an account, you confirm that you have read, understood, and agree to these Terms of Service and our Privacy Policy. You must **actively accept these Terms during the registration process** — continued use of the Platform constitutes ongoing acceptance.

You may not create multiple accounts, transfer your account to another person, or impersonate anyone.

2.3 Account Types & Role Assignment

Users are assigned roles based on their activity on the Platform. A user who posts a task is designated as a Task Maker for that task. A user who accepts or completes a task is designated as a Tasker. Users may act in both roles at different times. Roles are assigned automatically based on platform activity.

2.4 Identity Verification

Identity verification is required before users may take any significant action on the Platform, including but not limited to: posting tasks, accepting tasks, initiating chat conversations, submitting ratings or reviews, and receiving payouts via Stripe Connect.

Verification may include: submission of a government-issued ID document, a live selfie for face-matching, phone number verification, and email verification. We use third-party verification providers and may decline accounts that fail verification.

Users who have not completed identity verification will have these features restricted until verification is complete. Providing false or fraudulent documents is grounds for immediate account termination and may be reported to relevant authorities.

> **Note:** Root-ling does not currently display public verification badges to other users. Verification status is used internally to unlock platform features and ensure compliance. Verification documents are retained for 12 months for fraud and dispute investigation purposes, then deleted (Privacy Policy, §7).

3. Platform Role — Marketplace, Not Employer

Root-ling is a digital marketplace and intermediary only. We provide a technology platform that connects individuals who need tasks completed with independent service providers. **We do not employ Taskers under any circumstances.**

Root-ling is not a party to any service agreement between users, does not employ Taskers, does not direct or supervise task execution, and does not guarantee the quality, safety, legality, or timely completion of any task. Root-ling disclaims liability for the conduct of users to the fullest extent permitted by law.

Note: Root-ling does not perform background checks as a standard requirement. Users engage with one another at their own risk. We strongly recommend reviewing profiles, ratings, and task details carefully before engaging.

3.1 Independent Contractor Status — No Employment Relationship

By registering as a Tasker, you expressly acknowledge, represent, and agree that:

a) You are an independent service provider acting solely on your own account and at your own risk. You are not an employee, worker, agent, partner, joint venturer, franchisee, or representative of Root-ling, and no provision of these Terms shall be construed to create such a relationship.

b) No employment relationship of any kind exists or is intended between you and Root-ling. This includes, without limitation: no employment contract under the Lithuanian Labour Code (LR Darbo kodeksas), no civil law service contract with Root-ling, no apprenticeship, internship, or training relationship, and no relationship of subordination, supervision, or control.

c) You are not entitled to any benefit, right, or protection conferred on employees under Lithuanian or EU labour law, including but not limited to: minimum wage, paid leave, sick pay, parental leave, working time limits, redundancy or severance pay, unemployment insurance, occupational pension contributions, statutory notice periods, or protection against dismissal.

d) You retain full autonomy over how, when, and whether you perform Tasks. You decide which Tasks to apply for, set your own schedule, use your own tools, equipment, and methods, may decline any Task without consequence, and may simultaneously offer your services on competing platforms or directly to clients.

e) You bear all economic risk of your activity, including the risk of non-payment by a Client (subject to Platform escrow protections), poor reviews, demand fluctuations, and operational costs.

f) You will not represent yourself as an employee, agent, or representative of Root-ling to any third party, and you will not bind Root-ling to any obligation toward any third party.

3.2 Tasker's Own Legal and Tax Obligations

Taskers are solely responsible for:

a) registering, where required by Lithuanian law, as self-employed under one of the recognised forms (individuali veikla pagal pažym■, verslo liudijimas, individual enterprise, or as a UAB);

b) declaring all income received through the Platform to the State Tax Inspectorate (Valstybin■ mokes■i■ inspekcija, VMI) and paying all applicable taxes — personal income tax (gyventoj■ pajam■ mokestis, GPM), social security contributions (Sodra), and compulsory health insurance (PSD);

c) registering for and charging VAT (PVM) where their annual turnover exceeds the statutory threshold (currently €45,000) under the Lithuanian Law on VAT;

d) holding all professional licences, certifications, registrations, and insurance required for the services they offer (e.g. trade licences, vehicle insurance, professional liability insurance);

e) complying with all health, safety, consumer protection, and sector-specific regulations applicable to their services;

f) maintaining their own records of income and expenses as required by Lithuanian accounting and tax law.

Root-ling does not withhold tax, social contributions, or any other amounts from Tasker payouts. Root-ling does not provide tax, accounting, or legal advice. We may issue Taskers an informational annual earnings summary, but this does not constitute a tax document and Taskers remain solely responsible for all reporting.

3.3 Reclassification — Indemnity

If a court, regulator, tax authority, or any other body attempts to reclassify the Tasker–Root-ling relationship as one of employment, agency, or any other relationship inconsistent with §3.1, the Tasker agrees to:

a) **fully indemnify and hold Root-ling harmless** for any tax, social security contribution, fine, penalty, interest, legal fee, or other liability arising from such reclassification, **to the maximum extent permitted by Lithuanian law**;

b) cooperate with Root-ling in defending such reclassification, including providing evidence of the Tasker's autonomy, parallel client base, and self-employed status.

This indemnity does not apply to claims that cannot lawfully be excluded under mandatory provisions of Lithuanian or EU law.

3.4 Service Contract Between Users

When a Client and Tasker agree to a Task, a **direct service contract** is formed between those two users. The contract is governed by:

- the Lithuanian Civil Code (Lietuvos Respublikos Civilinis kodeksas), Book Six, Chapter XXXV (paslaug■ teikimas — provision of services);
- the agreed Task description, price, and conditions;
- these Terms only insofar as they apply to use of the Platform.

Root-ling is not a party to the service contract and assumes no responsibility for its formation, performance, breach, or termination, except for our role in payment processing and dispute facilitation as expressly described in these Terms.

3.5 Platform Safety Mechanisms

Root-ling is committed to creating a safe and reliable platform. To support this, we implement:

- Identity verification for users (with secure handling and limited document retention)
- Location-based task matching and activity tracking
- Secure payments processed via Stripe with escrow protection
- User ratings and review systems
- In-platform communication and activity monitoring

These features are designed to help users make informed decisions and increase trust. Root-ling continuously works to improve platform safety and user experience.

4. Task Posting & Acceptance

4.1 Reverse Marketplace Model

Root-ling operates a **reverse marketplace** model: Task Makers post a Task with a description and a budget they are willing to pay. Taskers browse open Tasks and apply to those they wish to perform. The Task Maker selects a Tasker, and a service contract is formed.

4.2 Task Makers

- Must provide accurate, complete, and lawful task descriptions, including location, timing, and any safety hazards.
- Tasks must not involve illegal activity or deceptive intent.
- Task Makers set the task budget — this is the total amount before the 15% Service Fee is deducted.
- Task Makers confirm completion by approving the work within the Platform, triggering fund release from escrow.
- Must provide reasonable access to the location where the Task is to be performed.
- Must treat Taskers with respect and pay the agreed price upon completion.

4.3 Taskers

- Taskers apply for or express interest in tasks through the Platform.
- Taskers accept tasks voluntarily and are solely responsible for performing services professionally and in compliance with applicable law.
- Must perform Tasks with reasonable care, skill, and diligence.
- Must hold all required licences, certifications, and insurance for the services they offer.
- Must attend Tasks at the agreed time or notify the Task Maker promptly of delays.
- Must not subcontract Tasks without the Task Maker's prior agreement.
- Must handle Task Maker property with care and report damage immediately.
- Must not misrepresent their qualifications or ability to complete a task.

4.4 Task Assignment

Task Makers review interested Taskers and confirm assignment. A binding service agreement exists only between the Task Maker and Tasker — not with Root-ling.

4.5 Communication

All Task-related communication must take place through the Platform's messaging system until the Task is completed. This requirement protects both parties and allows us to assist with disputes. Sharing personal contact information to circumvent the Platform fee is a breach of these Terms.

5. Payments & Fees

5.1 Payment Processing

All task payments must be made exclusively through the Platform via Stripe. By using the Platform, you agree to be bound by the Stripe Connected Account Agreement and Stripe's Terms of Service. **Off-platform payments are strictly prohibited and constitute a material breach of these Terms.**

5.2 Escrow & Release

Upon task acceptance, the Task Maker's payment is held in escrow by Stripe. Funds are released to the Tasker after the Task Maker confirms completion, or automatically after the platform's protection window (typically **24-48 hours**) if no dispute is raised. Newly registered Stripe accounts may be subject to longer hold periods (up to 7 days) for fraud-protection purposes.

5.3 Service Fee

- Root-ling deducts a **15% Service Fee** from the total task budget upon completion.
- The Tasker receives the remaining 85% of the agreed task amount.
- The Service Fee is non-refundable except in cases of verified platform error.

The service fee covers payment processing, platform infrastructure, customer support, dispute resolution, marketing, and ongoing platform development.

5.4 Additional Stripe Fees

Stripe may apply additional payment processing fees (typically 1.4%-2.9% + a fixed fee depending on card type and region). These fees are charged by Stripe independently and are separate from Root-ling's Service Fee. Users are advised to review Stripe's current fee schedule at stripe.com/pricing.

5.5 Reimbursable Expenses

Where a Task involves reimbursable expenses (e.g. shopping, parts), the Task Maker and Tasker should agree on these in advance. Receipts must be uploaded to the Platform.

5.6 Taxes

Taskers are solely responsible for declaring income and complying with all applicable tax obligations under Lithuanian law. Root-ling does not withhold taxes unless required by law.

PROHIBITED: Requesting or offering off-platform payment is grounds for immediate account termination.

6. Task Boost & Visibility Features

6.1 Overview

Task Makers may optionally purchase a Task Boost to increase the visibility of their task in the Tasker swipe feed. Boosting is entirely optional and does not affect the task's content or the Service Fee calculation.

6.2 Boost Options & Pricing

The following boost options are available:

- **Task Boost (€1.50)** — Task appears higher in the Tasker feed for 48 hours. Tagged as 'Priority'.
- **Spotlight (€3.00)** — Maximum visibility with a special highlight badge for 72 hours.

Boost fees are charged directly to Root-ling as a separate payment from the task budget. The 15% Service Fee does not apply to boost payments. 100% of boost fees are retained by Root-ling.

6.3 Boost Rules & Fairness

- Boosted tasks appear higher in the feed, but relevance and quality signals are still considered.
- A boost does not guarantee task acceptance or Tasker assignment.
- The same boosted task will not be shown repeatedly to the same Tasker.
- Boost does not override Root-ling's ranking algorithm — highly relevant non-boosted tasks may still appear above boosted ones.
- Tasks may only be boosted while they have OPEN status and have not yet been accepted.

6.4 Boost Payments

Boost payments are processed via Stripe as a direct charge to Root-ling's account. These payments are separate from the task escrow and are **non-refundable** once the boost period has commenced. If a boost payment fails, the task remains unboosted.

7. Subscription Plans

7.1 Overview

Root-ling offers optional premium subscription plans for Task Makers, Taskers, or both. Subscriptions auto-renew until cancelled. You may cancel at any time from your account settings. Cancellation takes effect at the end of the current billing period.

7.2 Right of Withdrawal

In accordance with Article 6.228^{10} of the Lithuanian Civil Code regarding distance contracts, you have a **14-day right of withdrawal** for subscription purchases. **However**, you expressly waive this right where you have requested immediate access to premium features and used them. By starting to use a paid feature within the 14-day period, you acknowledge that the right of withdrawal is forfeited for the unused remainder of that period.

7.3 Promo Codes & Ambassador Programme

Promo codes may grant percentage or fixed-amount discounts. Codes are non-transferable, may have expiry dates, and may not be combined with other offers unless explicitly stated.

Ambassadors who refer paying users may earn a **20% commission on the Service Fee** for tasks completed by their referrals, subject to the Ambassador Programme terms.

8. Cancellations & Refunds

8.1 Cancellation by Task Maker

Task Makers may cancel a task before a Tasker has been confirmed without penalty. Cancellation after task acceptance may result in a cancellation fee not exceeding **20% of the agreed task budget**, at Root-ling's discretion, to compensate the Tasker for preparation time already invested.

8.2 Cancellation by Tasker

Taskers who accept and then cancel without valid reason may receive a negative impact on their rating. Repeated cancellations may result in account restrictions or suspension.

8.3 Refunds

Refunds are not automatic. They are evaluated on a case-by-case basis following a formal dispute submission. The Service Fee is not refunded unless the failure was caused by a verified platform error. Boost fees are non-refundable once the boost period has commenced.

8.4 Dispute Window & Mediation

Task Makers must raise a dispute within **7 days of Task completion**. After this window, completion is deemed accepted and funds are released to the Tasker.

Root-ling may, but is not obligated to, assist in resolving disputes between users. Where Root-ling chooses to mediate, its determination on escrow fund release shall be considered final within the Platform. Either party retains the right to pursue legal remedies under Lithuanian law.

For consumer disputes, you may also use the European Online Dispute Resolution platform (Regulation (EU) No 524/2013) at ec.europa.eu/consumers/odr.

9. User Conduct & Prohibited Use

All users must interact respectfully, honestly, and professionally. The following are strictly prohibited:

- Harassment, abuse, threats, or discrimination based on race, gender, religion, nationality, disability, or sexual orientation
- Fraud, identity theft, impersonation, or submission of false information
- Posting tasks that involve illegal services, controlled substances, weapons, or sexual content
- Sharing personal contact details (phone, email, or social media handles including WhatsApp, Telegram, Instagram, Facebook, Signal) in task listings or messages to circumvent the Platform
- Manipulating ratings or reviews through fake accounts, incentivized feedback, or coercion

- Scraping, reverse-engineering, or interfering with the Platform's technical infrastructure
- Using automated tools (bots, scrapers) without our written consent
- Posting Content that is unlawful, obscene, defamatory, or violent
- Using the Platform for money laundering, fraud, or other illegal purposes
- Any action intended to damage the reputation or operations of Root-ling

10. Prohibited Tasks and Content

The following are strictly prohibited on the Platform:

- any task involving illegal activities under Lithuanian or EU law;
- adult, sexual, or escort services;
- weapons, ammunition, explosives, or controlled substances;
- medical, dental, surgical, or mental health treatment requiring a licence the Tasker does not hold;
- legal or financial advice requiring a licence the Tasker does not hold;
- transport of illegal items or persons;
- gambling or betting services;
- tasks that endanger minors or vulnerable persons;
- hate speech, harassment, or discrimination based on protected characteristics;
- counterfeit goods or copyright-infringing material.

This list is non-exhaustive. We may remove any Task or Content that we reasonably believe violates these Terms or applicable law.

11. Ratings & Reviews

After task completion, both Task Makers and Taskers may leave ratings (1–5 stars) and written reviews. All reviews are subject to content filtering. Reviews containing contact information, hate speech, discriminatory language, or personal data will be automatically redacted or removed.

Root-ling reserves the right to remove reviews that are fraudulent, defamatory, or submitted in bad faith. **Users may not threaten negative reviews to gain concessions.**

12. Notice and Action — Illegal Content (DSA)

In accordance with the EU Digital Services Act (Regulation (EU) 2022/2065), you may report illegal content via support@root-ling.com or the in-app reporting tool. Reports should describe the content, its location, and the reasons it is believed to be illegal. We will acknowledge receipt and act in a timely, diligent, non-arbitrary manner.

We may, where required by law or these Terms, restrict visibility, remove content, suspend or terminate accounts, or notify competent authorities. We will notify affected users of significant decisions and provide an internal complaint mechanism.

13. Cookies & Tracking Technologies

13.1 What Are Cookies

Cookies are small data files stored on your device when you visit the Platform. We use cookies and similar tracking technologies to operate and improve the Platform.

13.2 Types of Cookies We Use

- **Necessary Cookies:** Essential for the Platform to function. These cannot be disabled. They include session management, authentication tokens, and security features.
- **Analytics Cookies:** Help us understand how users interact with the Platform (e.g., pages visited, time spent). Used to improve user experience. Require your consent.
- **Marketing Cookies:** Used to deliver relevant advertisements and track campaign effectiveness. Require your consent.

13.3 Cookie Consent

When you first visit the Platform, you will be presented with a cookie consent banner. You may accept all cookies, reject optional cookies, or manage your preferences individually. You may withdraw or change your consent at any time through the cookie settings available on the Platform.

13.4 Third-Party Cookies

We may use third-party services (such as Google Analytics) that set their own cookies. These third parties have their own privacy policies and Root-ling is not responsible for their data practices.

13.5 Cookie Revenue

Root-ling may generate revenue through analytics and marketing cookies that enable targeted advertising. This revenue supports the operation of the Platform. You can opt out of marketing cookies at any time without affecting your ability to use the Platform.

14. Safety & Risk Disclaimer

Root-ling takes user safety seriously and continuously works to improve platform protections. By using the Platform you acknowledge:

- You are voluntarily engaging with other users for service tasks.
- Root-ling does not verify the physical safety of task locations.
- Root-ling does not provide insurance for property damage, personal injury, or theft during task execution.
- Users are solely responsible for their own safety and the safety of their property.

We recommend users: meet in accessible locations, inform someone of task details, and trust their judgment if a situation feels unsafe.

15. Intellectual Property

All Platform content, design, logos, and software are owned by Root-ling and protected under applicable Lithuanian and EU intellectual property laws. You may not copy, modify, distribute, or create derivative works without our prior written consent.

By submitting Content (Task descriptions, photos, reviews), you grant Root-ling a worldwide, non-exclusive, royalty-free, transferable licence to host, display, reproduce, modify (for technical purposes such as resizing), and distribute that Content on and through the Platform, for the purposes of operating and promoting the Platform. You retain ownership of your Content.

16. Limitation of Liability

The Platform is provided "as is" and "as available". To the maximum extent permitted by applicable law, Root-ling and its directors, employees, agents, and affiliates shall not be liable for:

- Any indirect, incidental, consequential, special, or punitive damages
- Loss of profits, revenue, data, goodwill, or business opportunities
- Damages arising from the conduct, actions, or omissions of any user
- Any failure, interruption, or unavailability of the Platform
- Unauthorized access to or alteration of your account or data
- Quality of work performed by any Tasker, or behaviour of any Task Maker

Root-ling's total aggregate liability to any user for any cause whatsoever, in any 12-month period, shall not exceed the greater of: **(a) €500**, or **(b) the total Service Fees paid by the affected user to Root-ling in the preceding 12 months**.

To illustrate: if a Tasker causes property damage worth €5,000 during a task, Root-ling's maximum liability is limited to €500 or the Service Fees paid by the affected user in the prior 12 months — whichever is greater. The Tasker bears full personal responsibility for any damages caused during service performance. Task Makers are advised to arrange their own insurance for high-value tasks.

Nothing in these Terms excludes liability for: death or personal injury caused by Root-ling's negligence; fraud or fraudulent misrepresentation; or any liability that cannot lawfully be excluded under mandatory provisions of Lithuanian or EU law (including consumer protection rights of consumers under the Lithuanian Civil Code).

17. Indemnity

You agree to indemnify and hold Root-ling harmless from any claim, loss, or damage arising from your breach of these Terms, your use of the Platform, your violation of third-party rights, or your performance of (or failure to perform) any Task.

18. Termination

18.1 Termination by Root-ling

Root-ling reserves the right to suspend or terminate an account immediately, with or without prior notice, where reasonably necessary, including but not limited to cases where a user:

- Violates these Terms
- Engages in fraudulent, illegal, or abusive activity
- Poses a safety risk to other users
- Attempts to circumvent platform protections
- Is required to be removed by applicable law

Where possible, Root-ling will provide advance notice of such action.

18.2 Termination by User

Users may request account closure at any time through the Platform or by contacting support@root-ling.com. Requests are typically processed within 30 days. Root-ling may delay closure to complete pending tasks, payments, or dispute resolution. Users remain responsible for obligations incurred prior to account closure.

18.3 Effect of Termination

Upon termination: the user's right to access the Platform ceases immediately; active tasks may be cancelled or completed at Root-ling's discretion; Root-ling may retain user data as required by law (Privacy Policy, §7); outstanding payments are processed subject to applicable dispute resolution. Provisions that by their nature survive termination — including payments, liability limitations, and dispute resolution — remain in effect.

18.4 Reinstatement

Root-ling reserves the right, but is not obligated, to reinstate suspended or terminated accounts at its sole discretion. Any reinstatement may be subject to additional conditions, including full compliance with these Terms and remedial actions required by Root-ling. Reinstated accounts may be subject to ongoing monitoring, restrictions, or limitations as deemed appropriate.

19. Governing Law and Jurisdiction

These Terms are governed by the laws of the Republic of Lithuania, without regard to conflict-of-law principles. The UN Convention on Contracts for the International Sale of Goods does not apply.

Any dispute shall first be addressed through good-faith negotiation. If unresolved within 30 days, the dispute shall be submitted to the exclusive jurisdiction of the competent courts in Kaunas, Republic **of Lithuania**.

For users who are consumers in the European Union, mandatory consumer protection provisions of your country of habitual residence may apply in addition to these Terms.

20. General Provisions

- **Changes to Terms:** Root-ling may modify these Terms at any time. Material changes will be communicated by email or prominent notice at least **30 days** before taking effect. Continued use constitutes acceptance.
- **Severability:** If any provision is found unenforceable, the remaining provisions continue in full force.
- **Entire Agreement:** These Terms, together with our Privacy Policy, constitute the entire agreement between you and Root-ling.
- **No Waiver:** Failure to enforce any provision shall not constitute a waiver of that provision.
- **Assignment:** You may not assign your rights without our consent. We may assign our rights to an affiliate or successor.
- **Language:** These Terms are available in Lithuanian and English. In the event of a conflict, the Lithuanian version prevails for users residing in Lithuania.

21. Contact Information

For questions, complaints, or legal notices regarding these Terms, users may contact Root-ling through the following channels:

UAB Root-ling
Laisvės al. 85E-5, LT-44297 Kaunas, Lithuania
General Support: support@root-ling.com
Legal & Compliance: info@root-ling.com
Phone: +370 622 47542
Website: https://www.root-ling.com
Registration code: 307894328

Root-ling will make reasonable efforts to respond to inquiries in a timely manner. For legal notices, communication must be sent via email to info@root-ling.com and will be deemed received upon confirmation of receipt or within a reasonable timeframe after submission.

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22. WhatsApp Business Messaging Services

Added in Version 5.1 (effective 28 October 2026). Sections 1–21 above are unchanged. This section applies only to businesses that use Root-ling's WhatsApp Business Messaging Services ("Business Customers").

22.1 Scope

Root-ling provides software that connects a Business Customer's WhatsApp Business account to Meta's WhatsApp Business Platform, for example an automated assistant that answers customer questions and hands conversations over to the business's staff, together with related website or catalogue pages. The features, fees and term of the service are set out in a separate offer or order confirmed in writing (including by email). If the order and this section conflict, the order prevails.

22.2 Meta and WhatsApp

- The Business Customer owns its WhatsApp Business account and phone number, and must accept and comply with Meta's WhatsApp Business terms and the WhatsApp Business and Commerce Policies.
- Unless agreed otherwise, WhatsApp messaging charges are billed by Meta directly to the Business Customer.
- Meta may change, limit or suspend the WhatsApp Business Platform or a Business Customer's account. Root-ling is not responsible for Meta's availability, decisions or charges.
- The Business Customer connects its account through Meta's sign-up flow and can withdraw Root-ling's access at any time in its Meta business settings; the service then stops.

22.3 Business Customer responsibilities

- have a lawful basis to communicate with its End Customers and, where required, their opt-in;
- inform its End Customers in its own privacy notice that an automated assistant and Root-ling (as processor) are used;
- keep the catalogue, stock and price information it provides accurate, and confirm orders and prices itself;
- not use the service for unlawful, misleading or prohibited content, spam, or content that breaches Meta's policies.

22.4 Automated replies

Automated replies, including those generated with an AI language model, are based on the information the Business Customer provides and may contain errors. They are informational; prices, stock and orders are binding only when confirmed by the Business Customer. End Customers can always ask for a human.

22.5 Data processing terms (Article 28 GDPR)

For personal data of End Customers, the Business Customer is the controller and Root-ling is the processor. Section 17 of the Privacy Policy describes the categories of data, purposes, retention periods and sub-processors. Root-ling will:

- process the data only on the Business Customer's documented instructions (this section and the order), unless EU or Lithuanian law requires otherwise;
- ensure that persons authorised to process the data are bound by confidentiality;
- apply appropriate security measures, including encryption in transit, encrypted storage of access tokens, access control, data minimisation and automatic deletion;

- use the sub-processors listed in section 17.6 of the Privacy Policy, inform the Business Customer in advance of any change, and give it the opportunity to object;
- assist the Business Customer in responding to data subject requests and with data protection impact assessments where needed;
- notify the Business Customer without undue delay, and in any case within 48 hours, after becoming aware of a personal data breach affecting its data;
- at the end of the service, delete the data within 30 days (or return it first, if requested), unless the law requires storage;
- make available the information necessary to demonstrate compliance and allow reasonable audits, with prior notice.

Transfers outside the EEA take place only under the EU–US Data Privacy Framework or Standard Contractual Clauses.

22.6 Term and termination

Either party may end the service with 30 days' written notice, or immediately if the other party materially breaches these Terms and does not remedy the breach within 14 days of notice. Root-ling may suspend the service immediately if Meta suspends the Business Customer's account or if continued use would breach the law or Meta's policies. On termination Root-ling disconnects from the Business Customer's WhatsApp account and deletes the data as described in section 22.5.

22.7 Liability

Section 16 (Limitation of Liability) applies. In addition, to the extent permitted by law, Root-ling is not liable for interruptions or changes of the WhatsApp Business Platform, for messages that Meta does not deliver, or for decisions End Customers make based on automated replies that the Business Customer has not confirmed.

© 2026 UAB Root-ling. Section 22 was added to describe the WhatsApp Business Messaging Services. Questions about these Terms: info@root-ling.com.