

Terms of Service

Effective date: August 9, 2026 · Last updated: August 9, 2026

PLEASE READ THIS. THESE TERMS AFFECT YOUR LEGAL RIGHTS.

Cologne is a calculator, not a payment service. We never receive, hold, transmit, or control money. We are not a bank, a money transmitter, a payment processor, or a party to any payment between you and anyone else. See Section 3.

Cologne uses automated systems to read a photograph of a receipt, and it will sometimes get it wrong. You are responsible for checking the numbers before you pay or ask anyone to pay. See Section 7.

A Cologne split page can be viewed by anyone who has its link. There is no password and no sign-in. See Section 6.

Section 18 requires most disputes to be resolved by individual binding arbitration and waives your right to a jury trial and to participate in a class action. You may opt out of arbitration within 30 days — see Section 18.7.

Section 19 requires most claims to be brought within one year.

1. Who these Terms bind, how you accept them, and what the words mean

These Terms of Service ("**Terms**") are a binding agreement between you and Cologne, a general partnership ("**Cologne**," "**we**," "**us**," "**our**").

1.1 Definitions

- "**Service**" means the Cologne WhatsApp business account, the Cologne website at cologneagent.com, every split page we generate, and everything we provide through them.

- **"Sender"** means anyone who sends a message or an image to the Cologne WhatsApp business account.
- **"Participant"** means anyone who opens a split page and interacts with it — chooses a name or alias, claims an item, or adjusts an allocation.
- **"Viewer"** means anyone who opens or loads a split page, whether or not they interact with it.
- **"You"** means whichever of these you are. These Terms apply to all three.
- **"Your Content"** has the meaning given in Section 13.2, and **"Derived Data"** the meaning given in Section 13.3.
- **"Cologne Parties"** means Cologne and its operators, owners, officers, members, partners, employees, contractors, agents, licensors, and suppliers.

1.2 How you accept

You accept these Terms by doing any of the following:

- sending a message or image to the Cologne WhatsApp business account;
- **opening or loading a Cologne split page;**
- claiming an item, entering a name or alias, or otherwise interacting with a split page; or
- clicking or tapping a button indicating that you agree.

If you do not agree, do not use the Service. If you have opened a split page and do not agree, close it.

If you use the Service on behalf of an organization, you represent that you are authorized to bind it, and "you" includes that organization.

2. Eligibility

You may use the Service only if you are **at least 18 years old** and legally able to enter into a contract.

The Service is offered in and intended for the **United States**. We make no representation that it is appropriate or available anywhere else. Because a split page is shared by link, we cannot control where one is opened, and opening one outside the United States does not make the Service available to you there.

You represent that you are not located in, and are not a national of or ordinarily resident in, any country or territory subject to comprehensive United States sanctions, and that you are not on any United States government list of prohibited or restricted parties.

3. What Cologne is, and what it is not

What it is. You send us a photograph of a receipt. We use automated systems, including artificial intelligence, to read it and extract line items and amounts. We publish those extracted items at a web address and give you a link and a QR code. People who open that link can indicate which items they had, and we calculate what each of them owes, including proportional tax, tip, service charges, and fees. Where a payment handle has been provided, we may show a link that opens a third-party payment application with an amount pre-filled.

What it is not.

- **We do not handle money.** We never receive, accept, hold, take custody of, transmit, direct, or control funds or anything of value. We are not a party to any payment between you and any other person.
- **We are not a bank, money transmitter, money services business, payment processor, payment facilitator, escrow agent, or financial institution.**
- **We do not guarantee, insure, collect, or enforce any payment.** Whether someone pays you is between you and them. We have no obligation and no ability to recover money on your behalf.
- **We do not verify identity.** We do not verify who a Participant is, whether the alias they chose is real, whether they actually had the items they claimed, or whether they are entitled to view the split.
- **We do not verify payment handles.** See Section 8.
- **We are not affiliated with, endorsed by, or sponsored by** Meta Platforms, Inc., WhatsApp, PayPal, Inc., Venmo, or any restaurant, venue, or merchant named on any receipt.

Any button or link that opens a third-party payment application is a convenience. Tapping it hands you off to that application, whose terms govern what happens next.

4. Your soft account

If you send us a receipt, we create a lightweight record keyed to your WhatsApp phone number so we can associate your receipts and any payment handle you give us. There is no password and no login. Anyone with access to your WhatsApp account can use the Service as you.

You are responsible for maintaining control of your phone and your WhatsApp account, and for everything done through them. Tell us at info@cologneagent.com if you believe someone else is using the Service as you.

5. Receipts you send us, and what you promise

When you send us a receipt image, you represent and warrant that:

1. You obtained the receipt lawfully and you are entitled to submit it;
2. You have the right to grant us the licenses in Section 13;
3. You are not submitting anyone's confidential, proprietary, or sensitive personal information without the right to do so;
4. To your knowledge the image does not display a **full payment card number**, and you will not knowingly send us one;
5. You are not submitting content that is unlawful, infringing, defamatory, obscene, or that contains malware; and
6. Your use of the Service complies with all applicable laws.

Others' information. A receipt and a split necessarily involve other people. By submitting a receipt and sharing a split link, you confirm that you have any consent or authority needed from the people at your table for the information on the split to be shown to whoever holds the link. **You, not Cologne, are responsible for what you choose to share and with whom.**

We may refuse, remove, or decline to process any image or content for any reason, including if we determine it is not a receipt.

6. Publication and sharing — you decide, and you direct us

This section is important and we want it to be unambiguous.

When you send us a receipt and ask for a split, **you are instructing us to publish the extracted contents of that receipt at a web address and to make that address available to whoever you choose to give it to.** We act on that instruction. You choose whether to create a split, whether to share the link or QR code, and with whom.

You acknowledge and agree that:

1. **Anyone who has the link or a photograph of the QR code can view the split page.** There is no password, no account, and no access control other than the fact that the address is long and randomly generated. This is by design. What they can view is everything on the page: the venue, the line items and amounts, Participants' aliases and claims, and the Sender's payment handle if one was provided.
2. Search engines are asked not to index split pages, but we cannot guarantee that no third party will ever access, copy, cache, or archive one.
3. Once you share a link, **you cannot control who it is forwarded to**, and anyone who views the page can screenshot or copy it.
4. Anything a Participant types on a split page — including their chosen alias and their claims — is visible to everyone else on that page, live.
5. We screen receipt images for payment card numbers before storing or processing them and screen for other sensitive details before publishing, but screening is automated and imperfect, and **we do not warrant that all sensitive information will be detected or removed.** You are responsible for reviewing what you send.

If you do not want a receipt's contents visible to whoever holds a link, do not create a split.

Deletion. You may ask us at any time to delete a split and disable its link. See the Privacy Policy, including what happens to other people's information when you do.

7. Accuracy — we do not warrant the numbers

Cologne reads photographs of receipts using automated systems, including artificial intelligence. These systems make mistakes. They may misread a price, miss a line item, misclassify a fee, split a quantity incorrectly, misread handwriting, or produce a total that does not match the printed total. Currency symbols are ignored and all amounts are treated as United States dollars regardless of what appears on the receipt.

Accordingly:

1. **All amounts the Service produces are estimates for your convenience.** They are not invoices, statements of account, bills, tax records, or determinations of what anyone legally owes.
2. **You are solely responsible for verifying every amount before you pay it or ask anyone else to pay it.** The receipt itself is the authoritative record, not our reading of it.
3. **We do not warrant that any calculation, allocation, tax figure, tip figure, or total is accurate, complete, or suitable for any purpose,** and we disclaim liability for reliance on them to the fullest extent permitted by law.
4. We may change, correct, or recalculate a split at any time.

If a split looks wrong, do not use it. Tell us at info@cologneagent.com and we will try to fix it.

8. Payments and payment handles

We are not in the payment. Any payment happens entirely inside a third-party application such as Venmo, between you and the other person, under that provider's terms. We do not process, route, guarantee, reverse, refund, or have visibility into it.

Payment handles. A Sender may give us a payment handle so Participants can pay them. You agree that:

1. You give it to us voluntarily, and you authorize us to display it on split pages you create — where it is visible to anyone who has the link — and to include it in payment links;
2. **We do not verify that a handle is valid, that it belongs to you, or that it still belongs to you.** Payment applications allow users to change usernames, and a username you released may later belong to someone else;

3. **It is your responsibility to keep your handle current with us**, and to tell us if it changes;
4. **We are not responsible for a payment sent to the wrong recipient**, whether because a handle was stale, mistyped, changed, reassigned, or because a Participant selected the wrong person in their payment app.

Before you send money, confirm in your payment application that you are paying the person you intend to pay. Peer-to-peer payments are generally irreversible and typically have no chargeback or dispute process.

No fees today. The Service is currently provided at no charge. We may introduce fees in the future. If we do, we will give notice and you will not be charged without agreeing first.

9. Acceptable use

You will not:

1. Send images that are not receipts, or send images in volume for any purpose other than splitting a real bill;
2. Send content that is unlawful, harassing, hateful, defamatory, obscene, sexually explicit, or that depicts or exploits minors;
3. Send us a full payment card number, bank account number, government identification number, or other sensitive identifier;
4. Attempt to access a split page you were not given the link to, or enumerate, guess, brute-force, or scan for split page addresses;
5. Scrape, crawl, harvest, or use automated means to access or extract data from the Service;
6. Claim items you did not have, impersonate another person, or manipulate a split to cause someone to overpay;
7. Reverse engineer, decompile, or attempt to derive the source code or models underlying the Service;
8. Interfere with, overload, disrupt, or attempt to circumvent any rate limit, security measure, or access control;
9. Use the Service to build or train a competing product or dataset;
10. Resell, sublicense, or commercially exploit the Service without our written permission; or

11. Use the Service in violation of any law, or of the WhatsApp or Meta terms applicable to your use of WhatsApp.

We may investigate, suspend, or terminate access for any violation, and may report unlawful activity to law enforcement.

10. WhatsApp

Cologne is reachable through a WhatsApp business account. Your use of WhatsApp itself is governed by Meta's and WhatsApp's own terms and privacy policy, not by these Terms, and we do not control WhatsApp, its availability, or how Meta handles your data.

Messages. When you message us, we may reply. We will only send you messages related to the receipt or split you asked about, or to operate the Service. **Reply STOP at any time and we will stop messaging you.** Standard WhatsApp data charges from your carrier may apply.

We do not send WhatsApp messages to people who have not messaged us first. If you separately ask us to send a copy of your own share to an email address or phone number, we will send it to the address you gave us and will not use it for anything else.

11. Third-party services and merchants

The Service references and links to third parties — payment applications, merchants and venues named on receipts, and infrastructure providers. We do not control them, do not endorse them, and are not responsible for their content, products, services, availability, terms, or acts and omissions. Merchant and venue names appear only to identify the receipt and do not indicate any relationship with, or endorsement by, that merchant.

12. Reporting a problem with a split page

If a split page contains information about you that you did not put there, that should not be public, or that you believe infringes your rights, email info@cologneagent.com with the link, or use the report link on the page. You do not need to be a Cologne user. We will review it and, where appropriate, remove the information or take the page down.

13. Intellectual property, your content, and our data rights

13.1 Ours

The Service — including the software, models, prompts, design, interfaces, text, graphics, and the Cologne name and logo, to the extent we have rights in them — is owned by Cologne and protected by intellectual property law. We grant you a limited, personal, non-exclusive, non-transferable, revocable license to use the Service as intended. Nothing else is granted.

13.2 Yours

You keep whatever rights you have in the content you submit ("**Your Content**"). You grant Cologne a **worldwide, non-exclusive, royalty-free, fully paid, sublicensable, transferable license** to host, store, reproduce, process, analyze, adapt, modify, translate, extract data from, and display Your Content, **for the purposes of operating, providing, securing, maintaining, debugging, evaluating, and improving the Service — including using receipt images and their parsed results to test, evaluate, and fine-tune the automated receipt-reading systems and models we use exclusively to provide the Service** — and to publish extracted receipt contents at a split page as you have directed under Section 6.

This license lasts as long as we retain Your Content under the retention schedule in the Privacy Policy, and survives to the extent necessary for our legal, security, and dispute-resolution obligations and for Derived Data under Section 13.3.

13.3 Derived Data

"**Derived Data**" means information generated by Cologne from operation of the Service and from Your Content — including statistical and aggregated information, parsing accuracy, latency and quality

metrics, item- and category-level patterns, and benchmarks, test sets, evaluations, and analyses built from them — **in each case in a form that does not identify you and is not reasonably linkable to you.**

As between you and Cologne, Cologne exclusively owns all Derived Data and all intellectual property rights in it. We may create, use, retain, and reproduce Derived Data for our internal business purposes, including operating, evaluating, and improving the Service, during and after your use of the Service, and this survives deletion of Your Content and termination of these Terms.

We handle de-identification and aggregation as described in Section 7 of the Privacy Policy, including our public commitment not to attempt re-identification. Any disclosure of information that identifies you or is reasonably linkable to you is governed by Sections 5 and 6 of that Policy, and we will not begin selling or sharing your personal information without first updating that Policy and providing the notices and opt-out the law requires.

13.4 Feedback

If you send us ideas, suggestions, bug reports, or feedback, you grant us an unrestricted, perpetual, irrevocable, royalty-free right to use them for any purpose, with no obligation or compensation to you.

14. Changes to the Service; suspension and termination

We may change, suspend, limit, or discontinue the Service or any part of it, at any time, with or without notice. We may impose rate limits, including on how many images you may send in a period.

We may suspend or terminate your access at any time, with or without notice, including if we believe you have violated these Terms or created risk or legal exposure for us. You may stop using the Service at any time.

Survival. Sections 1, 2, 3, 5, 6, 7, 8, 9, 11, 13, 15, 16, 17, 18, 19, 20, and 22 survive termination.

15. Disclaimer of warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE COLOGNE PARTIES DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

WITHOUT LIMITING THE FOREGOING, THE COLOGNE PARTIES DO NOT WARRANT THAT: THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; ANY RECEIPT WILL BE READ CORRECTLY OR COMPLETELY; ANY AMOUNT, ALLOCATION, TAX, TIP, FEE, OR TOTAL WILL BE ACCURATE; ANY SENSITIVE INFORMATION WILL BE DETECTED OR REMOVED; ANY SPLIT PAGE WILL REMAIN PRIVATE OR ACCESSIBLE ONLY TO INTENDED VIEWERS; ANY PAYMENT LINK WILL FUNCTION, REACH THE INTENDED RECIPIENT, OR RESULT IN PAYMENT; OR THAT ANY PERSON WILL PAY WHAT THEY OWE.

SOME JURISDICTIONS DO NOT ALLOW CERTAIN DISCLAIMERS, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU. IN THAT CASE THESE DISCLAIMERS APPLY TO THE GREATEST EXTENT PERMITTED.

16. Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY LAW:

- 1. THE COLOGNE PARTIES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS OPPORTUNITY**, whether based in contract, tort, negligence, strict liability, statute, or otherwise, and whether or not we were advised of the possibility.
- 2. THE COLOGNE PARTIES WILL NOT BE LIABLE FOR:** money you paid, failed to receive, overpaid, underpaid, or sent to the wrong person; any error in reading a receipt or calculating a split; any disclosure of a split page or its contents to any person; anything done by another Sender, Participant, Viewer, merchant, or third-party payment provider; or any unavailability, change, or discontinuation of the Service or of any third-party service it depends on.

3. **THE COLOGNE PARTIES' TOTAL AGGREGATE LIABILITY** for all claims relating to the Service will not exceed **the greater of (a) one hundred United States dollars (\$100) and (b) the total amount you paid us for the Service in the twelve months before the event giving rise to the claim.**
 4. These limitations apply even if a limited remedy fails of its essential purpose, and they reflect an allocation of risk that is a basis of the bargain between us. **The Service is provided free of charge, and it would not be provided on these terms without these limitations.**
 5. **Nothing in this Section limits any liability that cannot be limited under applicable law,** including liability for fraud, willful misconduct, gross negligence, death or personal injury caused by negligence, or any claim for statutory damages or under a statute that prohibits such limitation. Some jurisdictions do not allow certain limitations, so parts of this Section may not apply to you.
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17. Indemnification

You will defend, indemnify, and hold harmless the Cologne Parties from and against any third-party claim, demand, or proceeding, and any resulting loss, liability, damage, cost, and expense (including reasonable attorneys' fees), arising out of or relating to: (a) Your Content; (b) your decision to create a split or to share a split link, and any person's access to a split page as a result; (c) any consent or authority you represented you had under Section 5 but did not; (d) your breach of these Terms or of any law; or (e) your violation of any third party's rights, including privacy and intellectual property rights.

This obligation does not apply to any claim to the extent it arises from the negligence, willful misconduct, or breach of these Terms by a Cologne Party, or from the Service functioning as we designed it.

We will give you prompt written notice of any claim for which we seek indemnity, and will not settle it without your consent, not to be unreasonably withheld. You may assume the defense with counsel reasonably acceptable to us; if you do not, we may defend it and you will reimburse reasonable costs.

Your total obligation under this Section is capped at the amount in Section 16.3, except for claims arising from your fraud or willful misconduct.

18. Dispute resolution — arbitration and class action waiver

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS, INCLUDING YOUR RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION.

18.1 Talk to us first

Before starting arbitration or any proceeding, email info@cologneagent.com describing the dispute and what you want. We will do the same. If we cannot resolve it within **60 days**, either of us may proceed. This step is a condition precedent, **and any applicable limitations period is tolled while it runs.**

18.2 Agreement to arbitrate

Except as stated in Sections 18.4 and 18.7, **you and Cologne agree that any dispute, claim, or controversy arising out of or relating to these Terms or the Service — including its formation, interpretation, breach, termination, validity, and enforceability — will be resolved exclusively by final and binding individual arbitration, and not in court.**

Arbitration will be administered by the **American Arbitration Association ("AAA")** under its **Consumer Arbitration Rules** then in effect (and, where applicable, its **Mass Arbitration Supplementary Rules**), as modified by these Terms. The rules and filing forms are at adr.org. The arbitration will be before a single arbitrator. It may be conducted by document submission, telephone, or videoconference; if an in-person hearing is required, it will take place in **New York County, New York, or in the county where you live, at your election.**

The arbitrator has exclusive authority to resolve all disputes, including whether a claim is arbitrable, except that a court decides whether Section 18.3 is enforceable. The arbitrator may award any relief a court could award to you individually, and only relief individual to the parties.

This agreement to arbitrate is governed by the Federal Arbitration Act.

18.3 Class action and jury trial waiver

YOU AND COLOGNE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING.

YOU AND COLOGNE WAIVE ANY RIGHT TO A TRIAL BY JURY.

Except as provided in Section 18.5, the arbitrator may not consolidate claims of more than one person or preside over any class or representative proceeding. If this Section 18.3 is found unenforceable as to a particular claim or request for relief, that claim or request will be severed and heard in a court of competent jurisdiction, and all other claims will proceed in arbitration.

18.4 Exceptions

Either party may bring an individual claim in **small claims court** if it qualifies. Either party may seek **injunctive or equitable relief in court to protect intellectual property rights or to stop unauthorized access to or misuse of the Service**, without first satisfying Section 18.1.

18.5 Coordinated filings

If 25 or more demands for arbitration raising substantially similar claims are filed against Cologne by or with the assistance of the same law firm or coordinated group within a 90-day period, the parties will use the following process, which is intended to make resolution faster and cheaper for everyone:

1. Demands are grouped into **batches of no more than 50**, plus a final batch of the remainder. Each batch is assigned to a single arbitrator and proceeds as a single arbitration for fee and administration purposes, while each claimant's claim is decided individually.
2. The parties will first arbitrate **an initial batch of up to 10 bellwether cases** — five selected by each side — and then attempt in good faith to resolve the remaining demands using the outcomes.
3. Any applicable limitations period is **tolled** for demands awaiting a batch.
4. A party may not use this Section to avoid arbitration, and neither party waives the right to arbitrate by participating in it.

This Section does not create a class, collective, or representative proceeding, and Section 18.3 continues to apply.

18.6 Costs

Payment of AAA filing, administrative, and arbitrator fees is allocated between the parties by AAA's Consumer Arbitration Rules and fee schedule, and each party will pay the fees those rules allocate to it. If the arbitrator finds that a claim was frivolous or brought for an improper purpose, fees may be reallocated as those rules and applicable law permit. Each party bears its own attorneys' fees unless a statute or the arbitrator provides otherwise.

18.7 Your right to opt out of arbitration

You may opt out of Sections 18.2, 18.3, and 18.5 by emailing info@cologneagent.com with the subject line "ARBITRATION OPT-OUT" within 30 days of first accepting these Terms, including your name and the phone number or split link associated with your use. Opting out will not affect anything else in these Terms, and we will not hold it against you.

18.8 Changes

If we materially change this Section 18 after you accept these Terms, you may reject the change by emailing us within 30 days of the change, in which case the version you accepted continues to apply to you.

19. Time limit on claims

To the fullest extent permitted by law, any claim relating to the Service must be brought within ONE (1) YEAR after it arises, or it is permanently barred.

This Section does not apply to any claim where a shorter-than-statutory period is prohibited by applicable law, including claims under statutes that do not permit contractual shortening of the limitations period. The period is tolled while Section 18.1 runs.

20. Governing law and venue

These Terms and any dispute are governed by the laws of the **State of New York**, without regard to its conflict-of-laws rules, except that the Federal Arbitration Act governs Section 18. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

For any dispute not subject to arbitration, you and Cologne consent to the exclusive jurisdiction and venue of the state and federal courts located in **New York County, New York**, and waive any objection to that venue.

Nothing in this Section deprives you of the protection of mandatory consumer-protection provisions of the law of the state where you reside that cannot be waived by agreement.

21. Electronic communications and changes to these Terms

Electronic communications. By using the Service you consent to receive notices, disclosures, and agreements from us electronically — by message to the WhatsApp number we have on file, by email where you have given us an address, and by posting on the Cologne website and on split pages. You agree that electronic notices satisfy any legal requirement that a communication be in writing, and that your electronic acceptance has the same effect as a handwritten signature. You may withdraw this consent by emailing us, but doing so means you can no longer use the Service.

Changes. We may update these Terms. We will post the updated version at this address, change the "Last updated" date, and maintain a dated list of prior versions.

For material changes we will post a prominent notice on the Cologne website and on split pages before the change takes effect, and will also notify anyone we have a way to reach directly. **Because most Participants and Viewers give us no contact details, posting is the only notice we can give them, and material changes apply to them only going forward.**

Changes take effect when posted, or on the date stated in the notice. **Your continued use after that date means you accept the updated Terms.** If you do not agree, stop using the Service.

22. General

Assignment. You may not assign or transfer these Terms without our written consent, and any attempt to do so is void. **We may assign or transfer these Terms and all of our rights and obligations, in whole or in part, without restriction and without notice, including to a newly formed entity, an affiliate, a successor, or an acquirer of our business or assets.** These Terms bind and benefit each party's permitted successors and assigns.

Entire agreement. These Terms and the Privacy Policy are the entire agreement between you and Cologne about the Service, and supersede any prior understanding. If they conflict, these Terms govern

except as to matters of privacy practice, where the Privacy Policy governs.

Severability. If any provision is held unenforceable, it will be limited or severed to the minimum extent necessary and the rest remains in full force. Section 18.3 is subject to its own severability rule in that section.

No waiver. Our failure to enforce any provision is not a waiver of it.

Headings. Headings are for convenience and do not affect interpretation.

No third-party beneficiaries. Except for the Cologne Parties, who may enforce Sections 15, 16, and 17, there are no third-party beneficiaries.

Force majeure. We are not liable for any failure or delay caused by events beyond our reasonable control, including outages or changes at WhatsApp, Meta, any payment application, or any infrastructure provider.

Relationship. Nothing here creates a partnership, joint venture, agency, fiduciary, employment, or franchise relationship between you and Cologne.

Interpretation. "Including" means "including without limitation." These Terms will not be construed against the drafter.

23. Contact

Cologne, a general partnership Email: info@cologneagent.com Web: cologneagent.com