

Relay – Terms of Service

Last Updated: [8/20/25]

1. Agreement to Terms

These Terms of Service (“Terms”) are a legal contract between you (“User,” “you”) and **Relay Autos** (“Company,” “we,” “our,” or “us”) regarding use of Relay (“Software,” “Service”).

By accessing or using Relay, you agree to these Terms. If you do not agree, you must stop using Relay immediately.

Relay is an independent software service and is **not affiliated with, endorsed by, or connected to Meta Platforms, Inc. (Facebook, Instagram, WhatsApp)**.

2. Eligibility

By using Relay, you represent and warrant that you:

- Are at least 18 years old (or the age of majority in your jurisdiction).
 - Have full legal capacity to enter into this Agreement.
 - Will comply with all applicable laws, regulations, and third-party platform policies.
 - Are not located in a country subject to embargoes or on restricted lists.
-

3. License Grant

We grant you a limited, revocable, non-exclusive, non-transferable license to access and use Relay solely for lawful purposes.

You may not:

- Reverse-engineer, copy, or modify Relay.

- Sell, rent, sublicense, or transfer Relay to third parties.
 - Use Relay to compete with us.
 - Interfere with or circumvent security, posting limits, or restrictions imposed by Facebook or Relay.
-

4. User Responsibilities

You acknowledge and agree that you are solely responsible for:

- **Compliance with Platform Rules:** Using Relay in a way that complies with Facebook's Terms, Commerce Policies, and Community Standards.
 - **Content Accuracy:** Ensuring all listings, pricing, and descriptions are lawful and accurate.
 - **Account Security:** Safeguarding your credentials and device access.
 - **Third-Party Interactions:** Managing communications, disputes, and transactions with buyers and third parties.
-

5. Prohibited Uses

Relay may not be used for:

- Illegal, counterfeit, fraudulent, stolen, or infringing products.
- Misleading, deceptive, or manipulative advertising.
- Bulk spam, harassment, or abusive communication.
- Circumventing platform restrictions, posting limits, or automated detection systems.
- Uploading malicious code, viruses, or scripts.
- Violating intellectual property rights, privacy rights, or contractual rights.

Violations may result in **immediate termination without refund**.

6. Service Disclaimer: Facebook & Third-Party Risk

- Relay depends on Facebook Marketplace, a third-party platform we do not control.
 - Meta may **suspend, block, or terminate accounts** at its sole discretion.
 - Relay does not guarantee uninterrupted access, prevention of account bans, or continued compatibility.
 - You expressly assume all risk of account actions taken by Meta.
-

7. Fees & Payment

- Fees are charged in advance on a subscription basis.
 - Payments are non-refundable, except as described in our Refund Policy.
 - By subscribing, you authorize automatic recurring billing until cancellation.
 - We may suspend service for failed payments.
-

8. Intellectual Property Rights

- Relay, including software, content, trademarks, and documentation, is our exclusive property.
 - You retain ownership of your data but grant us a worldwide license to process, display, and transmit it solely to provide the Service.
-

9. Data Protection

- Our **Privacy Policy** governs data collection and use.
 - We make no guarantee of data security or compliance with Facebook's own storage systems.
 - Users are responsible for lawful data entry into Relay.
-

10. Disclaimers of Warranty

Relay is provided “**AS IS**” and “**AS AVAILABLE.**”

We disclaim all warranties, express or implied, including merchantability, fitness for a particular purpose, title, and non-infringement.

We do not warrant that:

- Relay will be error-free, uninterrupted, or secure.
 - Relay will remain compatible with Facebook Marketplace.
 - Use of Relay will generate sales, profits, or account growth.
-

11. Limitation of Liability

To the fullest extent permitted by law:

- We shall not be liable for indirect, incidental, consequential, punitive, or special damages (including lost profits, lost data, reputational harm, or business interruption).
 - Total liability under any claim shall not exceed the amount you paid to Relay in the **12 months before the claim arose**.
 - These limitations apply even if we were advised of the possibility of damages.
-

12. Indemnification

You agree to indemnify, defend, and hold harmless Relay Autos, its officers, employees, contractors, and affiliates against any claims, damages, liabilities, costs, and expenses (including legal fees) arising from:

- Your use or misuse of Relay.
 - Your violation of these Terms.
 - Your violation of Facebook's rules or applicable law.
 - Any claim by Facebook, regulators, or third parties caused by your actions.
-

13. DMCA & Intellectual Property Claims

If you upload or process copyrighted materials through Relay, you are solely responsible. We claim **safe harbor protections** under the Digital Millennium Copyright Act (DMCA). Rights holders may submit takedown notices to contact@relayautos.io.

14. Termination

We may suspend or terminate your account immediately if you:

- Breach these Terms.
- Misuse Relay in a way that exposes us to liability.
- Fail to pay fees.

Upon termination:

- Your license ends.
- We may delete your account and data.
- Provisions relating to liability, indemnification, and dispute resolution will survive.

15. Governing Law & Dispute Resolution

- These Terms shall be governed by the laws of United States.
- All disputes will be resolved through **binding arbitration**
- You waive the right to a jury trial or class action; disputes must be brought individually.

16. Export & Compliance

Relay may be subject to U.S. export laws and international restrictions. You agree not to use Relay in violation of such laws or in sanctioned countries.

17. Force Majeure

We are not responsible for any failure or delay caused by events beyond our reasonable control, including but not limited to:

- Facebook or Meta API changes, bans, or outages.
- Regulatory action.
- Government restrictions or sanctions.
- Cyberattacks, natural disasters, network failures, strikes, war, or terrorism.

18. Severability

If any provision is unenforceable, the remaining Terms remain in effect.

19. Survival

Sections on Intellectual Property, Disclaimer, Limitation of Liability, Indemnification, Governing Law, and Dispute Resolution survive termination.

20. No Waiver

Failure to enforce any provision does not constitute a waiver of rights.

21. Entire Agreement

These Terms, along with incorporated policies (Privacy Policy, AUP, Refund Policy, Disclaimer, Cookie Policy), constitute the complete agreement. No external representations or promises are binding unless in writing and signed by us.