MapCaller Terms of Service

Version: 2026-09-13-v1

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Provider: K&H Digital Sp. z o.o., ul. Podmiejska 20, 01-498 Warszawa, Poland | KRS 0001005137 | NIP 5423459599 | REGON 523790365

Product: MapCaller - an independent product. References to Google Maps, Google OAuth, Meta, WhatsApp and other third-party services are used only to describe compatibility or functionality. MapCaller is not affiliated with, sponsored by or endorsed by Google or those third parties.

1. Purpose of these Terms

These Terms of Service govern use of the MapCaller cloud service, browser extension, website, account, API and related features. They apply to consumers, sole traders, professionals and organizations unless a separate written agreement expressly provides otherwise.

Acceptance is made through an active click-wrap action. The applicable document version, date and time, accepting user, organization where relevant, locale and acceptance source may be recorded as contractual evidence.

2. Parties

The service provider and contracting party is K&H Digital Sp. z o.o.

A User may be an individual acting for personal purposes, an entrepreneur or professional, or an organization represented by an authorized administrator. A person creating or purchasing for an organization confirms that they have authority to accept the applicable terms on its behalf.

3. Service description

MapCaller helps Users organize work with business and contact data available to them, record contact results, comments and interaction history, and use available communication channels.

MapCaller is not an official product of Google, Meta, WhatsApp or other external platforms; does not guarantee the availability, accuracy or freshness of third-party data; is not a telecommunications operator or legal basis for calls or messages; and may depend on Google Maps, Google OAuth, browsers, payment, communications, cloud and other external services.

4. Registration and account

The User must provide accurate information, protect credentials, devices and access to the connected Google account, and must not share credentials with unauthorized persons.

The User is responsible for activity performed through their account, invited users, devices registered within the organization and persons to whom access is actually provided. The Provider may reasonably request verification of e-mail, identity, organization, VAT ID, administrative authority or lawful use.

5. User licence

For the duration of an active subscription, the User receives a limited, non-exclusive, non-transferable and revocable right to use the currently supported version of MapCaller within the selected plan.

The User does not acquire rights in source code, architecture, algorithms, brand, documentation or derivative elements. Without written permission, the User must not copy, sell, rent or sublicense the product;

bypass entitlement, device limits, authentication or security controls; reverse engineer or seek source code except where mandatory law does not permit such restriction; resell MapCaller as a standalone service bureau product; or remove proprietary notices.

6. Acceptable use

The User is responsible for ensuring the legality of calls, messages, data processing and use of information obtained from external platforms.

Prohibited uses include spam, harassment, fraud and unlawful direct marketing; mass automation that violates external-platform rules; unlawful scraping or circumvention of technical restrictions; processing without a lawful basis; uploading malicious code; infringement of third-party rights; credential sharing; and attempts to access another organization without authorization. More detailed rules may be set out in an Acceptable Use Policy forming part of the agreement.

7. Plans, payments and taxes

The standard starting price is USD 5 per month for each active named-user seat unless a different price is shown before ordering. One active seat corresponds to one active user and includes use on up to two active devices. Price, billing period, currency, limits and included features are shown before an order becomes binding.

Subscriptions may renew automatically until cancelled. The User is informed in advance about billing frequency, total price, taxes and cancellation method. Payments are processed by Stripe or another payment provider identified at checkout. K&H Digital does not store full payment-card numbers or CVV.

The User must provide correct billing details and VAT ID. Taxes are calculated according to applicable rules and location information. An incorrect VAT ID does not remove the obligation to pay correctly assessed tax. Failed payment may lead to grace-period treatment, read-only mode, suspension or termination under the Billing, Renewal and Refund Policy.

For Enterprise / Custom plans, pricing, seat quantity, payment arrangements, support scope, SLA, refunds, termination and other commercial conditions may be set in a separate written agreement, commercial offer or other individually agreed document. In case of conflict, those individually agreed conditions prevail for the relevant subject matter.

8. Consumers and statutory withdrawal rights

A consumer receives mandatory pre-contract information and any statutory right to withdraw from a distance contract, including a 14-day period where applicable and where no lawful exception applies.

Where paid digital service is to begin immediately, the checkout flow must obtain any explicit request to begin performance before expiry of the statutory withdrawal period, any acknowledgement required by law regarding consequences for the withdrawal right, and confirmation of the contract on a durable medium such as e-mail.

Nothing in these Terms limits mandatory consumer rights relating to conformity of digital services, remedies, price reduction or termination.

9. No free trial and voluntary 14-day first-payment refund guarantee

No free trial is provided. Paid access begins after successful payment and completion of applicable activation checks.

Separately from mandatory consumer rights, K&H Digital offers a voluntary full refund of the organization's first successful payment when a valid request is submitted within 14 x 24 hours from the provider-authoritative paid_at timestamp in UTC. No reason is required.

The guarantee applies only once to the first paid subscription of a specific organization. It does not restart after renewals, later purchases, re-registration, additional accounts, or creation of a new organization by the same user after the guarantee has already been used.

A person who has already received this voluntary 14-day refund in any organization does not receive the guarantee again when using the same MapCaller account / same Google account identifier, even if a new organization or subscription is created. After refund confirmation, paid access is terminated. The guarantee is not an admission of defect, loss or liability and does not create a right to additional compensation.

The voluntary guarantee applies to the standard public MapCaller subscription. For Enterprise / Custom, it applies only where the separate written agreement, commercial offer or individually agreed terms expressly provide for it.

10. Customer data

The User retains rights in data, comments and other materials entered into MapCaller. The User grants the Provider a limited right to process those materials only as necessary to provide the service, store and protect data, provide support and correct errors, and comply with law and the agreement.

GDPR roles, categories of data, subprocessors, retention, export and deletion are described in the Privacy Policy and, where applicable, a Data Processing Agreement.

11. External services

Features may depend on Google Maps, Google OAuth, WhatsApp, the browser, Stripe, Google Sheets, cloud infrastructure and other providers. Relevant subprocessors may be listed in the Privacy Policy, DPA or a separate provider list rather than in these Terms.

The User must comply with applicable third-party rules. The Provider is not responsible for a third party changing, blocking or discontinuing its service, but will take reasonable measures to notify Users and adapt MapCaller where practicable.

12. Availability, updates and security

MapCaller is provided on a reasonable-efforts basis. Continuous availability and a 24/7 SLA are not guaranteed unless a specific plan or separate agreement expressly says otherwise.

The Provider may issue fixes and updates, stop supporting obsolete versions, require security updates, and temporarily restrict the service for maintenance or risk mitigation. The User must use a supported extension version and reasonable security measures.

13. Suspension, cancellation and termination

The Provider may suspend or restrict access for non-payment, breach of these Terms or acceptable-use rules, security risk, unlawful use, abuse of limits or licensing controls, or where required by law or an external provider.

For an ordinary remediable breach, the Provider will, where reasonably possible, allow time to cure it. Immediate restriction may be used for a security threat, fraud, unlawful activity or other material risk.

The User may cancel the subscription through the account where that functionality is available. Cancellation stops future renewal but does not by itself create a right to a refund of amounts already paid, except where the Refund Policy or mandatory law provides otherwise. Termination does not remove accrued payment obligations.

14. Export and deletion

After subscription expiry, organization data is retained for 30 days, subject to the export functionality actually available in the product. During this period an Owner or Admin may request or use an available export function.

The method and scope of export depend on functionality actually implemented in MapCaller. Until a complete export UI exists, these Terms do not promise an automatic export of every category of data.

Billing, tax, fraud-prevention, security and legal records may be retained longer where required or justified by law and legitimate compliance needs. Further retention and deletion rules are described in the Privacy Policy.

15. Liability

To the extent permitted by mandatory law, the Provider is not liable for lost profit, revenue, customers, transactions, opportunities, data, reputation, employee time, downtime, indirect loss or consequential loss.

To the extent permitted by mandatory law, the Provider is not liable for the unavailability or modification of Google Maps, Google OAuth, WhatsApp, browsers, payment, communications or other external services. Temporary unavailability, errors, maintenance or outages do not by themselves create an automatic right to compensation.

To the extent permitted by mandatory law, the Provider's aggregate liability for all claims is limited to the amount actually paid for the last one month of subscription for the affected named-user seat. Mandatory rights that cannot lawfully be excluded or limited remain unaffected.

16. Changes to these Terms

The Provider may update these Terms where reasonably necessary because of legal, security, technical, product or commercial changes. The current version and effective date are made available to the User.

Where a change requires re-acceptance, the service may require the User or the authorized organization Owner to accept the new version before performing the affected new or high-risk action. Existing acceptance records are not overwritten.

For consumers, a change does not remove mandatory rights and does not apply retroactively. In the event of a material adverse change, the User may terminate the agreement before that change takes effect where required by applicable law. Required notices may be provided on a durable medium.

17. Governing law and disputes

The working governing-law rule is Polish law, without prejudice to mandatory consumer protections that apply regardless of a contractual choice of law.

For B2B disputes, the competent court is the court at the registered seat of K&H Digital Sp. z o.o., unless mandatory law requires otherwise. Consumer jurisdiction and alternative dispute-resolution rights remain governed by applicable mandatory law.

18. Contact and complaints

General support, billing questions and complaints: support@kihedi.com.

Privacy and personal-data matters: privacy@kihedi.com.

Postal contact: K&H Digital Sp. z o.o., ul. Podmiejska 20, 01-498 Warszawa, Poland.