



Terms of Service

Effective date: August 2026

PLEASE READ CAREFULLY

These Terms include a broad indemnification obligation (Section 18), a disclaimer of warranties (Section 16), and a limitation of liability (Section 17). They also require most disputes to be resolved by binding individual arbitration and waive your right to a jury trial and to participate in a class action (Section 19).

1. Agreement to These Terms

These Terms of Service (the “Terms”) are a binding agreement between you and Wesaid (“Wesaid,” “we,” “us,” or “our”) governing your access to and use of the Wesaid website a www.wesaid.com, our mobile and web applications, and any related services (together, the “Services”).

By creating an account, clicking to accept, or otherwise accessing or using the Services, you agree to these Terms and to our Privacy Policy, which is incorporated by reference. If you do not agree, do not use the Services.

If Wesaid and your organization have signed a separate written agreement covering the Services, that agreement controls to the extent it conflicts with these Terms.

2. Eligibility and Authority

The Services are intended for business use. You must be at least 18 years old and capable of forming a binding contract. If you use the Services on behalf of a company, partnership, or other entity, you represent and warrant that you have authority to bind that entity, and “you” and “Customer” in these Terms mean both you and that entity, which is jointly and severally responsible for compliance with these Terms.

You are responsible for the acts and omissions of everyone who accesses the Services through your account, including your employees, contractors, subcontractors, agents, and anyone you invite to a project (“Your Users”), as if they were your own.

3. Accounts and Security

- You must provide accurate, current, and complete information when you register and keep it up to date.
- You are responsible for safeguarding your credentials and for all activity that occurs under your account.
- Notify us immediately at info@wesaid.com if you suspect unauthorized access or any other breach of security.

- We may refuse, suspend, or reclaim any account or username at our discretion, including where we reasonably believe these Terms have been violated.

4. What the Services Do — and What They Do Not Do

Wesaid provides tools to capture, timestamp, transmit, and store confirmations of actions, approvals, instructions, and site conditions. The Services are a recordkeeping and communication tool only.

Wesaid is not a party to any agreement, contract, change order, approval, or dispute between you and any other person or entity. Without limiting Sections 16 through 18:

- **We do not provide legal advice.** Nothing in the Services, and no template, prompt, or output within them, is legal advice or a substitute for advice from a qualified attorney licensed in your jurisdiction.
- **We do not guarantee legal effect.** We make no representation that any confirmation, approval, signature, or record created through the Services will be legally binding, admissible in any proceeding, sufficient to satisfy any notice, lien, change-order, or contractual requirement, or persuasive to any court, arbitrator, insurer, or counterparty.
- **We do not verify content or identity.** We do not confirm the accuracy, completeness, authority, or identity of any person who creates, receives, approves, or responds to a confirmation.
- **We do not supervise construction work.** We have no role in the design, means, methods, sequencing, safety, or performance of any project, and no duty to inspect, monitor, or intervene.
- **Delivery is not guaranteed.** Notifications sent by email, push, or text may be delayed, blocked, filtered, or undelivered for reasons outside our control.

You are solely responsible for determining whether the Services meet your legal, contractual, and recordkeeping requirements, and for maintaining your own independent records.

5. Your Content

“Customer Content” means everything you or Your Users submit to the Services, including confirmation text, photos, video, voice notes, documents, signatures, project data, and contact information for third parties. As between you and Wesaid, you own your Customer Content.

You grant Wesaid a worldwide, non-exclusive, royalty-free license to host, store, copy, transmit, display, and process Customer Content solely to operate, secure, support, and improve the Services and as otherwise permitted by our Privacy Policy. This license ends when the content is deleted, except for content already shared with other participants, retained in routine backups, or required to be retained by law.

You represent and warrant that you have all rights, consents, and permissions necessary to submit Customer Content and to grant this license, and that Customer Content does not violate these Terms or any law or third-party right.

6. Consents, Recording, and Notices You Are Responsible For

You are solely responsible for obtaining every consent and giving every notice required for your use of the Services, including:

- Consent to record audio, video, or images of people, and compliance with all applicable one-party and two-party consent, wiretap, and eavesdropping laws;
- Consent from every person whose mobile number, email address, or other personal information you enter into the Services, including consent to receive text messages under the Telephone Consumer Protection Act and applicable state law;
- Any notices to your employees, contractors, subcontractors, and customers about monitoring, recordkeeping, or electronic signatures;
- Compliance with electronic signature and records laws (including ESIGN and UETA), lien and notice statutes, prevailing-wage and employment laws, privacy laws, and the terms of your own contracts.

Wesaid has no obligation to obtain these consents for you and no liability for your failure to obtain them.

7. Acceptable Use

You will not, and will not permit Your Users or anyone else to:

- Use the Services to harass, threaten, defraud, defame, or impersonate anyone, or to fabricate, backdate, or alter a record in order to mislead;
- Upload unlawful, infringing, or malicious content, or any code intended to disrupt or damage software or hardware;
- Send messages that violate the TCPA, CAN-SPAM, CTIA guidelines, or carrier rules, or send unsolicited marketing through the Services;
- Access the Services to build a competing product, or copy, scrape, reverse engineer, decompile, or attempt to derive source code;
- Circumvent usage limits, security measures, or authentication, or probe or load-test the Services without our written permission;
- Resell, sublicense, or provide the Services to third parties except as expressly permitted;
- Use the Services in violation of any export control, sanctions, or anti-corruption law.

We may investigate suspected violations and may suspend or terminate access, remove content, and cooperate with law enforcement.

8. Text Messaging

If you opt in to receive text messages, message frequency varies based on your account activity, and **message and data rates may apply**. Reply STOP to unsubscribe or HELP for help. Mobile numbers and SMS consent data are never sold or shared with third parties or affiliates for marketing or promotional purposes. See our Privacy Policy for details.

When you use the Services to send messages to other people, you are the sender of that content. You are responsible for having a valid, documented basis to contact each recipient and for honoring their opt-out requests.

9. Fees, Billing, and Renewal

- **Fees.** Paid plans are billed at the rates and on the billing cycle shown at purchase. All fees are stated in U.S. dollars.
- **Authorization.** You authorize us and our payment processor to charge your payment method for all fees, applicable taxes, and any overage or add-on charges.
- **Automatic renewal.** Subscriptions renew automatically at the end of each term at the then-current rate unless you cancel before the renewal date through your account settings or by emailing info@wesaid.com.
- **No refunds.** Except where required by law, fees are non-refundable and there are no refunds or credits for partial periods, unused features, or downgrades.
- **Price changes.** We may change prices for future terms with at least 30 days' notice before the change takes effect.
- **Late or failed payment.** We may suspend the Services if payment fails or is past due, and you are responsible for reasonable costs of collection.
- **Taxes.** Fees exclude sales, use, VAT, and similar taxes, which are your responsibility except for taxes on our net income.

10. Free Trials and Beta Features

We may offer free trials and features identified as beta, preview, or early access. These are provided “as is” without any warranty or support commitment, may be changed or discontinued at any time, and may not perform as a generally available feature would. Unless you cancel before a free trial ends, your plan converts to a paid subscription and your payment method is charged.

11. Third-Party Services

The Services may integrate with or link to third-party products, including cloud storage, payment processing, messaging carriers, and project management tools. Your use of those products is governed by their terms, not ours. We are not responsible for third-party products and do not endorse them.

12. Intellectual Property

The Services, including all software, designs, text, graphics, and the Wesaid name and logos, are owned by Wesaid and its licensors and are protected by intellectual property law. Subject to these Terms and your payment of applicable fees, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for your internal business purposes. We reserve all rights not expressly granted.

If you send us feedback, suggestions, or feature requests, you grant us a perpetual, irrevocable, royalty-free license to use them without restriction or compensation.

13. Confidentiality

Each party may receive non-public information of the other. The receiving party will use it only to perform under these Terms, protect it with at least reasonable care, and not disclose it except to personnel and advisors bound by similar obligations or as required by law. This does not apply to information that is public through no fault of the receiving party, already known to it, independently developed, or rightfully received from a third party.

14. Term, Suspension, and Termination

- These Terms apply from your first use of the Services until terminated.
- You may stop using the Services and close your account at any time.
- We may suspend or terminate your access immediately, with or without notice, if you breach these Terms, if your account creates risk or legal exposure for Wesaid or others, or if payment is past due. We may also discontinue the Services generally with reasonable notice.
- On termination, your license ends and we may delete Customer Content after a reasonable period. Export anything you need before closing your account. Content you shared with other participants may remain available to them as part of their own records.
- **Sections 4, 5, 6, 12, 13, and 15 through 22 survive termination.**

15. Data and Backups

We maintain commercially reasonable backup and security practices as described in our Privacy Policy, but you remain responsible for maintaining independent copies of records you consider material. We are not liable for loss, corruption, or unavailability of Customer Content except to the extent caused by our gross negligence or willful misconduct.

16. Disclaimer of Warranties

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WESAID DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, AND NON-INFRINGEMENT.

WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; THAT ANY MESSAGE WILL BE DELIVERED; THAT ANY RECORD WILL BE LEGALLY SUFFICIENT, ENFORCEABLE, OR ADMISSIBLE; OR THAT USE OF THE SERVICES WILL PREVENT, RESOLVE, OR IMPROVE THE OUTCOME OF ANY DISPUTE. Some jurisdictions do not allow the exclusion of certain warranties, so parts of this section may not apply to you.

17. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WESAID AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, LICENSORS, AND SUPPLIERS (THE “WESAID PARTIES”) WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, LOST REVENUE, LOST BUSINESS, PROJECT DELAY, COST OVERRUN, LOSS OF GOODWILL, OR LOSS OF DATA, ARISING OUT OF OR RELATING TO THE SERVICES, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE WESAID PARTIES’ TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) THE AMOUNTS YOU PAID WESAID FOR THE SERVICES IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (\$100).

These limitations apply even if a limited remedy fails of its essential purpose, and are an essential basis of the bargain between us. Some jurisdictions do not allow certain limitations, so parts of this section may not apply to you.

18. Indemnification

18.1 Your indemnity

You will defend, indemnify, and hold harmless the Wesaid Parties from and against any and all claims, demands, actions, causes of action, suits, proceedings, investigations, arbitrations, losses, liabilities, damages, judgments, awards, settlements, fines, penalties, interest, costs, and expenses of every kind — including reasonable attorneys’ fees, expert fees, and other costs of defense — arising out of or relating in any way to:

- Your or Your Users’ access to or use of the Services;
- Any Customer Content you or Your Users create, upload, send, receive, store, rely on, or act upon;
- Any claim, dispute, demand, or proceeding brought by or involving any of your customers, clients, project owners, developers, general contractors, subcontractors, suppliers, design professionals, employees, contractors, agents, insurers, sureties, or any other third party — including any dispute concerning the existence, scope, accuracy, authenticity, authority, validity, enforceability, interpretation, performance, or breach of any agreement, change order, work authorization, instruction, approval, or confirmation created, recorded, transmitted, or stored through the Services;
- Any personal injury, death, property damage, construction defect, delay, disruption, acceleration, cost overrun, back charge, lien, bond claim, or jobsite incident relating to any project for which the Services were used;
- Your or Your Users’ violation of these Terms, our Privacy Policy, or any applicable law or regulation — including recording and consent laws, wiretap and eavesdropping laws, the TCPA and other messaging laws, electronic signature laws, privacy and data protection laws, employment and wage laws, and lien and construction notice statutes;
- Your or Your Users’ violation or infringement of any right of any third party, including intellectual property, privacy, publicity, and contract rights;

- **Any message, notification, or communication you send or cause to be sent through the Services, including any claim that a recipient did not consent to receive it;**
- **Your failure to obtain any consent or give any notice described in Section 6;**
- **Any act or omission of Your Users, or of anyone using your account, whether or not authorized by you.**

This indemnity applies regardless of whether the claim is founded in contract, tort, statute, strict liability, or any other theory, and regardless of whether the claim is ultimately successful.

18.2 Defense and settlement

We will notify you of any claim subject to Section 18.1 within a reasonable time, though a delay in notice does not relieve you of your obligations except to the extent you are materially prejudiced. Wesaid may, at its option and at your expense, assume or participate in the defense of any such claim with counsel of its own choosing. You will not settle any claim in a way that imposes any obligation, payment, restriction, or admission of fault on any Wesaid Party without that party's prior written consent. You will cooperate reasonably in the defense.

18.3 Independent obligation

Your obligations under this Section 18 are independent of, and are not limited or reduced by, the limitations of liability in Section 17. This Section 18 survives termination or expiration of these Terms. To the extent any part of this Section is held unenforceable under an applicable anti-indemnity or similar statute, it will be enforced to the maximum extent permitted by law and the remainder will remain in effect.

18.4 Wesaid's indemnity

Wesaid will defend you against any third-party claim alleging that the Services, as provided by us and used in accordance with these Terms, infringe that third party's U.S. patent, copyright, or trademark, and will pay damages finally awarded or amounts we agree in settlement. This obligation does not apply to claims arising from Customer Content, your combination of the Services with anything not supplied by us, your modifications, or your use in violation of these Terms. This is our sole liability and your exclusive remedy for infringement claims.

19. Dispute Resolution and Arbitration

Please read this section carefully. It affects your legal rights.

- **Informal resolution first.** Before filing a claim, you agree to contact us at info@wesaid.com and attempt in good faith to resolve the dispute for at least 30 days.
- **Binding arbitration.** Any dispute arising out of or relating to these Terms or the Services that is not resolved informally will be settled by final and binding arbitration administered by [ARBITRATION PROVIDER] under its then-current commercial rules, before a single arbitrator, in [ARBITRATION VENUE — COUNTY, STATE]. The Federal Arbitration Act governs the interpretation and enforcement of this provision.

- **Class action waiver.** You and Wesaid each waive the right to a jury trial and the right to bring or participate in any class, collective, consolidated, or representative action. The arbitrator may not consolidate claims or preside over any form of representative proceeding.
- **Exceptions.** Either party may bring an individual claim in small claims court, and either party may seek injunctive or equitable relief in court to protect intellectual property or confidential information.
- **Opt out.** You may opt out of this arbitration agreement by emailing info@wesaid.com with the subject line “Arbitration Opt-Out” within 30 days of first accepting these Terms. Opting out does not affect any other part of these Terms.
- **Time limit.** Any claim must be brought within one (1) year after it arises, or it is permanently barred, to the extent permitted by law.

20. Governing Law and Venue

These Terms are governed by the laws of the State of [GOVERNING LAW STATE], without regard to its conflict-of-laws rules. For any dispute not subject to arbitration, you and Wesaid consent to the exclusive jurisdiction and venue of the state and federal courts located in [COUNTY, STATE].

21. Changes to the Services and These Terms

We may modify, suspend, or discontinue any part of the Services at any time. We may also update these Terms; when we do, we will revise the “Last updated” date and, for material changes, provide additional notice such as an email or in-app notice before they take effect. Your continued use of the Services after the effective date means you accept the updated Terms. If you do not agree, stop using the Services and close your account.

22. General

- **Entire agreement.** These Terms and the Privacy Policy are the entire agreement between you and Wesaid regarding the Services and supersede all prior discussions.
- **Severability.** If any provision is held unenforceable, it will be modified to the minimum extent necessary and the remaining provisions stay in effect.
- **No waiver.** Our failure to enforce any provision is not a waiver of it.
- **Assignment.** You may not assign these Terms without our written consent. We may assign them in connection with a merger, acquisition, or sale of assets.
- **Force majeure.** Neither party is liable for delays or failures caused by events beyond its reasonable control, including outages, carrier failures, natural disasters, labor disputes, and government action.
- **Notices.** We may send notices to the email address on your account or post them in the Services. Notices to us go to info@wesaid.com and to the address in Section 23.
- **Relationship.** Nothing in these Terms creates a partnership, joint venture, agency, employment, or fiduciary relationship.

- **No third-party beneficiaries.** Except for the Wesaid Parties in Sections 17 and 18, these Terms create no third-party beneficiary rights.
- **Headings.** Section headings are for convenience and do not affect interpretation.

23. Contact Us

Questions about these Terms? Contact us at:

Wesaid

Email: info@wesaid.com