

Terms

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In this document

- 1. The agreement and the supplier
- 2. Professional use, eligibility and authority
- 3. The service
- 4. Accounts, credentials and API keys
- 5. Fees, renewal and taxes
- 6. Fee changes
- 7. Refunds
- 8. Customer API content
- 9. Records, logs and retention
- 10. Reporting unlawful material or a rights concern
- 11. Confidentiality
- 12. Privacy and processing
- 13. Intellectual property and licence
- 14. Acceptable use
- 15. Availability, changes and third-party dependencies
- 16. Suspension and termination
- 17. Liability
- 18. Third-party claims
- 19. Events outside reasonable control
- 20. Contract changes and notices
- 21. Mandatory consumer and non-professional rights
- 22. French law and disputes
- Contact

1. The agreement and the supplier

These terms are a contract between you and WEBAPI GROUP SAS for WebAPI Group at <https://www.webapi.group>. WEBAPI GROUP SAS ("we", "us") is a French société par actions simplifiée. SIREN 984 275 917. Headquarters SIRET 984 275 917 00016. VAT number FR32984275917. Registered with the Trade and Companies Register of Toulouse on 16 February 2024 under number 984 275 917 R.C.S. Toulouse. Share capital EUR 1,000. Registered office: ZI de Vic, 10 ter route d'Escalquens, 31320 Castanet-Tolosan, France.

APE code 62.01Z. Its corporate purpose is the design, creation, development, maintenance, and updating of websites, web applications, and digital solutions.

You are the customer: the person or organisation that orders or uses the service. If you accept these terms for an organisation, you bind that organisation.

These terms, the [privacy policy](#), and the [data processing agreement](#) form the agreement. Section 20 states how a change, a signed writing, and a purchase order relate to that agreement.

2. Professional use, eligibility and authority

The service is offered for professional use. If you use it for a company, you confirm that you can bind that company. If a mandatory consumer rule applies to you, that rule prevails over anything in these terms that conflicts with it.

The person who accepts these terms must be at least 18 and able to contract, and must give accurate account and billing details. Order the service for a trade, business, craft, or profession. We may ask for reasonable evidence of that professional use, and we may refuse an order that does not qualify.

Late-payment interest, the liability cap, and the trader jurisdiction clause apply to a customer acting in a professional capacity. They do not remove a mandatory consumer or non-professional right. Section 21 explains those rights.

3. The service

WEBAPI GROUP SAS operates Autom, BrowserSolver, CaptureKit, ChartQuery, Flystack, HuntAPI, Piloterr, and Veille. Each product is an API or software service described on its own website. These documents are the company-level set. A product website's terms describe that product.

We provide the service with reasonable care. You need compatible software and internet access. Unless we agree a different standard in writing, we do not promise a particular commercial outcome, uninterrupted availability, or that a result will be complete or fit for a purpose we have not agreed. Results can be incomplete or wrong. You review them before you rely on them. The service is not legal, medical, financial, or other professional advice.

A page that describes the service is the current description of what we offer. It is not a promise that every feature will remain available in the same form, or that the service is suitable for a regulated activity, unless we agree that in writing. Where a result depends on a third-party website, network, or provider, that third party remains responsible for its own service.

4. Accounts, credentials and API keys

You must give us accurate account information and keep it up to date. You must protect your password and API keys, and you must tell us promptly if you believe they are compromised. You are responsible for activity under your account.

Revoke a key that you no longer need or that may have been exposed. Activity under your account includes requests sent with your API keys. Do not put a password, an API key, or a full payment-card number in a support message, a documentation-assistant message, or another free-text field.

This section does not make you liable for unauthorised use without regard to fault, and it does not override a mandatory rule about an unauthorised payment.

5. Fees, renewal and taxes

Paid plans are billed in advance for the period and at the price shown at checkout. A subscription renews for the same period unless you cancel it before the renewal date in your account, or by writing to us.

Fees do not include taxes. You pay the taxes that apply to your purchase, other than taxes on our net income. If you are a professional customer and an invoice is overdue, late-payment interest runs under Article L441-10 of the French Commercial Code, and the statutory recovery indemnity applies where the law requires it. Those professional provisions do not apply to a consumer.

Stripe processes card payments. We do not store full card numbers on our servers. We supply the paid period after a valid payment is verified.

6. Fee changes

We will tell you before a fee change applies to the next billing period. You may cancel before that change takes effect. A fee change applies to a future billing period. It does not change the price of a period that has already started.

7. Refunds

Refunds are considered case by case, and where the law requires a refund. Fees for a period that has already started stay due unless we agree otherwise in writing or the law requires a refund.

A refund request does not, by itself, cancel a charge for service that was correctly supplied. A mandatory right of withdrawal, conformity, or repayment prevails over this section. Section 21 describes the consumer withdrawal right where it applies.

We may restrict the affected account while we reconcile a genuine payment dispute. Writing to us is the ordinary way to correct a billing error. It is not a condition on a statutory right to dispute an unauthorised or incorrect payment.

8. Customer API content

"Customer API content" means API requests, URLs, search queries, video, capture options, chart data, monitoring settings, extracted or generated results, and request logs.

You keep your rights in customer API content. You give us a licence to host, copy, transmit, and process it only so we can provide, secure, and bill the service, handle a support request about it, and comply with the law. You must have the authority to give that licence. The licence does not transfer ownership of your content and does not give us a right to sell it.

You are responsible for the data, queries, URLs, and instructions you submit, and for using the results lawfully. Where a product fetches a third-party website, you are responsible for any permission that source requires.

We do not give you a right in third-party material that we do not hold. Paying a fee does not, by itself, allow you to republish another person's material, use their name or mark, or disregard the law that applies to that material.

9. Records, logs and retention

We keep the records needed to provide, secure, and bill the service, including request logs and invoices. The service is not a permanent archive of every request or every result. Save the results you need in your own systems. A log shows that a request was made and how it was billed. It is not a promise that the same result can be retrieved later.

We keep the full API request log for 3 months. After 3 months we keep only the HTTP method, the URL, and the response time. The full API request log is the customer API content described in section 8.

Personal-data retention is described in the [privacy policy](#). Section 12 states where customer API content is processed.

10. Reporting unlawful material or a rights concern

To report unlawful material, or a concern about intellectual property or privacy, write to the contact address on the product website you use, or to the registered office, with the subject "Rights notice". Identify the URL, account, or request, explain the ground, and include the facts we need to find the material. If you represent someone else, say who you

represent and how we can reply. Do not send a password, an API key, a full card number, or personal data that the notice does not need.

We will review a notice that is precise enough to act on. We may ask you for more information, and we may restrict the affected use while we review it. You may ask us to look again, with the same notice and any further evidence. This section does not remove a right to apply to a court or a competent authority. It does not decide whether a hosting exemption applies. We remain responsible for our own conduct.

11. Confidentiality

Each party will protect the other party's non-public business information with reasonable care, use it only to perform the service or to exercise a right under these terms, and disclose it only to personnel and providers who need it and are bound to protect it. This duty does not cover information that is public through no breach of these terms, already known without a duty of confidence, independently developed, or lawfully received from someone else. A party may disclose information when the law requires it, and will give prior notice where the law allows that notice.

The duty continues for three years after the contract ends, and for as long after that as the information remains a trade secret protected by law.

Do not send us a password, a full payment-card number, special-category personal data, or data about criminal offences, unless the service has a specific field for that data and these terms cover it.

12. Privacy and processing

The [privacy policy](#) explains how we handle personal data. We are the controller for account data, billing, the public website, support, and dashboard security. We are the processor for customer API content. You choose the purpose of that customer content. Where you determine the purposes of personal data in customer API content, you are responsible for a lawful basis, for notices, and for the rights of the people concerned. The fact that a page is public is not, by itself, permission to reuse personal data for any purpose.

The [data processing agreement](#) is part of these terms and applies to every customer, on every plan. It is the Article 28 GDPR contract for customer API content. You do not need a separate enterprise order for it to apply. A signed copy is available if you want one for your records. If the data processing agreement conflicts with these terms on a point of data protection, the data processing agreement prevails.

Customer API content is processed only in the EU/EEA, on Hetzner infrastructure in Germany (Falkenstein and Nuremberg) and Finland (Helsinki), and in our own datacenters

in Toulouse. This applies to every customer and every plan.

Cloudflare, Inc. provides DNS for the public websites. The proxy is enabled on those sites, and Orange-to-Orange is enabled. Cloudflare does not host customer API content. That content stays on Hetzner and in the Toulouse datacenters. Mistral AI does not receive the API request stream. It may process support tickets, documentation-assistant messages, and a limited dashboard security profile, as described in the privacy policy. We do not rely on the EU-US Privacy Shield.

13. Intellectual property and licence

We own the service, the software, and the brand. These terms do not give you the right to use our name or logo in your marketing. If you send us feedback, we may use it to operate and improve the service without owing you a fee.

While your plan is active, you receive a non-exclusive, non-transferable licence to use the service for your own activities, within that plan. People in your organisation may use it under your account. This licence does not let you resell access to the service unless we agree in writing.

You must not copy the service, remove a rights notice, or reverse engineer the service, except where a mandatory rule allows it. These limits do not remove a mandatory right, including a right of interoperability where the law provides one. Third-party material returned by the service remains subject to its owners' rights.

14. Acceptable use

Use the service in accordance with the law and these terms.

- Do not use the service to break the law, to infringe another person's rights, or to submit content you have no right to submit.
- Do not distribute malware, attempt unauthorized access, access another customer's account, or interfere with the service.
- Do not bypass a fee or a limit, or send traffic in order to overload the service.
- Do not use the service for unlawful surveillance, harassment, or unsolicited contact that the law does not allow.
- Do not use the service in breach of applicable sanctions, or as the sole control of a decision that could affect a person's health, safety, legal position, finances, or employment.
- Report a suspected security issue to us in private, with enough detail for us to understand it. Do not use another customer's data to demonstrate it.

We may suspend the service if we reasonably believe your use creates a legal, security, or abuse risk.

15. Availability, changes and third-party dependencies

The service is provided "as is" and "as available". We do not warrant that it will be uninterrupted, error-free, or fit for a purpose you did not agree with us in writing. Maintenance, and a failure of a third-party website, network, or provider, can affect the service. We will take reasonable steps to limit a disruption that is within our control. No particular uptime or support time applies unless we agree it in writing.

We may correct, secure, and develop the service. A feature described as a preview or a beta may change or end. If we materially reduce a paid service that is under our control, we will give reasonable advance notice, normally at least 30 days, unless a security or legal reason requires us to act sooner. You may cancel the affected service if you do not accept that reduction. This section does not replace the notice in section 20 for a material change to these terms. Mandatory remedies remain available.

16. Suspension and termination

You may stop using the service and cancel a paid plan as described in section 5. Cancellation takes effect at the end of the current paid period unless we agree otherwise or the law requires an earlier end. It does not, by itself, refund that period. Section 7 covers refunds.

We may suspend or close the affected account, key, or feature if you do not pay, if you breach these terms, if we need to protect the service or another person, or if the law requires it. We will act proportionately, and we will tell you the reason and how you can respond, unless telling you would create a security risk or break the law. Where a breach is not urgent and you can remedy it, we will normally give you notice and 15 days to remedy it before we close the account. We may suspend at once for non-payment, a credible security threat, unlawful use, or a breach that cannot reasonably wait.

You may write to us to challenge a restriction or to ask us to close the account. When the contract ends, your right to use the service ends. Amounts already properly due stay due. Sections that by their nature should survive, including payment for amounts already due, confidentiality, intellectual property, liability, the indemnity in section 18, and governing law, survive. Where it is lawful and practical, we will give you a reasonable opportunity to retrieve customer content held in the service before a closure we have planned. Keep your own copies. The service is not a permanent archive.

17. Liability

You are responsible for deciding whether the service suits your needs, for your instructions, for users of your account, and for checking results before you use them. We remain responsible for our own obligations and for loss caused by our own breach.

Our total liability arising out of the service in any twelve-month period is limited to the fees you paid us for the service during the twelve months before the claim. We are not liable for lost profits, lost data, or indirect or consequential loss. Nothing in these terms limits liability that French law does not allow us to limit, including liability for wilful misconduct and for bodily injury.

The cap does not reduce a refund or a correction of a sum that was not properly due. The cap does not apply to a consumer. Section 21 prevails where a mandatory consumer or non-professional right applies.

18. Third-party claims

You will indemnify WEBAPI GROUP SAS against third-party claims, losses, and reasonable legal costs that arise from your customer content, your use of the service, or your breach of these terms. We may control the defence of a claim that would require us to pay money or admit fault. This indemnity does not apply to the extent the claim is caused by our breach of these terms.

We will tell you promptly of a claim that we ask you to cover under this section. We will not settle that claim on terms that admit fault on your behalf, or that impose a non-monetary obligation on you, without your consent, which you must not unreasonably withhold. You may dispute the claim. This section applies to a professional customer. It does not apply to a consumer.

19. Events outside reasonable control

Neither party is liable for a failure to perform to the extent the failure is force majeure under Article 1218 of the French Civil Code. An ordinary shortage of funds, or a difficulty the affected party could reasonably have avoided, is not force majeure merely because it is inconvenient. The affected party will notify the other, limit the effect, and resume performance when it can.

If the impediment continues for more than 30 days, either party may end the affected part of the service by notice. Fees for service already supplied stay due. Any refund of fees for service that will not be supplied is handled under section 7, and under section 21 where that section applies.

20. Contract changes and notices

We may change these terms. If a change is material, we will give at least 30 days' notice by email or through the service before it takes effect. If you keep using the service after that date, you accept the change. If you do not accept it, stop using the service before that date. A change required by law or by a security need may take effect sooner, where that is justified. Continued use is not a waiver of a statutory right. Where the law requires a fresh agreement, we will ask for it.

The date at the top of these terms identifies the version. A later version does not rewrite a period that has already been supplied. Keep the email address on your account current. We may send contractual notices to that address. Marketing messages are separate from contractual notices. Records of orders, invoices, and notices may be used as evidence. You may challenge their accuracy.

These terms, the privacy policy, and the data processing agreement are the whole agreement about the service. A purchase order or other document you send does not change them unless we sign that document. If a provision is held invalid, the rest remains in force to the extent the law allows. An invalid provision is not rewritten in a way that removes a mandatory protection.

21. Mandatory consumer and non-professional rights

If a mandatory consumer or non-professional rule applies to you, that rule prevails over anything in these terms that conflicts with it. Late-payment interest under Article L441-10 of the French Commercial Code, the liability cap in section 17, and the trader jurisdiction clause in section 22 do not remove those rights.

Where the French distance-contract withdrawal right applies, you may withdraw within 14 days after the contract is concluded, without giving a reason. Write to the contact address on the product website you use, or to the registered office, with an unequivocal statement. You may use these words: "I withdraw from my contract for the supply of the service, concluded on (date). Name: (name). Address: (address). Date: (date)." Sign the notice only if you send it on paper. We will acknowledge the request and repay any sum the law requires, using the same means of payment, within the period the law sets, ordinarily 14 days after we receive the notice.

Using the service, or accepting these terms, does not by itself waive that withdrawal right. We may charge for service supplied before withdrawal only where the law allows the charge and the required request and information were actually given. We do not treat use of the service as a general waiver.

The legal guarantees of conformity for digital content and digital services remain available, including bringing the service into conformity within a reasonable time, without charge and

without major inconvenience, and a price reduction or an end to the contract where the law provides that remedy. No deadline in these terms replaces a limitation period set by law.

A consumer may complain to a competent consumer authority, and may use the consumer mediation procedure that applies to us, after a written complaint that remains unresolved. These terms do not state that we belong to a mediator that has not been appointed. Write to us and we will identify the scheme that applies, where one applies. The former European online dispute resolution platform is no longer a route for complaints.

22. French law and disputes

French law governs these terms. The courts of Toulouse have jurisdiction, except where a mandatory rule gives you the right to bring a claim somewhere else. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

WHERE BOTH PARTIES CONTRACT AS TRADERS (COMMERÇANTS), AND ONLY TO THE EXTENT ARTICLE 48 OF THE FRENCH CODE OF CIVIL PROCEDURE ALLOWS A JURISDICTION CLAUSE, THE COURTS OF TOULOUSE HAVE EXCLUSIVE JURISDICTION, INCLUDING FOR A CLAIM WITH MORE THAN ONE DEFENDANT OR A THIRD-PARTY CLAIM.

To raise a complaint, write to the contact address on the product website you use, or to the registered office. State the account reference, the relevant date, and the remedy you want. Do not include a password, an API key, or a full card number. The parties will try in good faith to resolve the dispute before litigation. That effort does not prevent urgent relief, and it does not suspend a legal time limit.

These terms are published in English. That does not waive a right to information, or to a contract, in a language required by law. These terms do not require arbitration, a waiver of a collective action, or a limit on a truthful review.

Contact

Write to the registered office, or use the contact address published on the product website you use. WEBAPI GROUP SAS, ZI de Vic, 10 ter route d'Escalquens, 31320 Castanet-Tolosan, France.