Specific terms

Last updated on 27/10/2026

This is an automatic translation of the Dutch original. In case of any discrepancy, the Dutch version is legally binding.

1. Specific Terms and Conditions for the use of communication services (SMS, VOICE)

The offers and the prices of the 'credits' are valid on the day they are offered on our Website. The prices indicated are exclusive of 21% VAT. JAAN cannot be held liable for (printing) errors appearing in its offers. JAAN offers its services on its Website while stocks last. JAAN cannot be held liable for damage that would result from a product being out of stock.

A valid Agreement between the Client and JAAN only exists once JAAN receives payment for the order via its Website. This rule may be deviated from, subject to JAAN's consent.

JAAN's General Terms and Conditions take precedence over all other terms and conditions, in this case those of the Client.

These terms and conditions, and every order, acceptance or agreement falling under these terms and conditions, are governed by Belgian law. Any dispute concerning the present document, its interpretation or its performance shall, in the absence of an amicable settlement, fall under the jurisdiction of the courts of Ghent.

2. Credits

JAAN uses the system of credits for the use of its communication platform.

A credit is defined as a quantitative ratio applied to a received or sent message; thus, for example, one (1) sms / voice call is not equal to 1 (one) credit. For the exact ratio per network, express reference is made to our Website:

https://www.jaan.be/smsbox/prijzen#gateway-list

The total number of credits per “sent” message depends on the encoding (GSM7/Unicode), the number of (special) characters and the charges applied by our message suppliers. This calculation is subject to change.

For detailed information, we refer you to our Website:

https://www.jaan.be/faq
https://www.jaan.be/smsbox/sms-calculator

The credits are valid for 12 months from the date of purchase. Reactivation is possible within 7 days after the expiry date by purchasing a minimum of 500 new credits. After 7 days, they expire irrevocably. In the case of orders placed during the validity period of previously purchased credits, the most recent purchase date counts as the start of the 12-month period and the previously purchased credits are automatically extended for 12 months.

The Client agrees to receive a notification e-mail once a week stating the remaining number of credits and their expiry date. The Client thus has the opportunity to top up his credits in time.

Purchased credits are in principle made available on the Client's account immediately after receipt of payment. However, JAAN reserves the right at all times, on the basis of its automated and manual anti-fraud checks, to temporarily suspend or block the provision or use of credits in whole or in part pending verification, for security reasons and to prevent abuse, fraud and phishing. Such a temporary suspension does not give rise to any right to compensation. In that case, the Client can contact support to have the verification carried out (see "Wrongly denied access?").

3. Premium SMS

JAAN pays the Client within 90 days after the end of the calendar month when the balance exceeds €25 (Belgium; for other countries a minimum of €50 applies).

The Client may send an invoice after each calendar month upon reaching the min. amount. The Client will

then receive an e-mail in his mailbox stating the exact amount to be invoiced, if > €25 (abroad > €50). The stated amount is excl. VAT. A due date of 90 days must be stated on the invoice.

4. Rights/obligations and liability of the Client

The Client has his own account, with the possibility of using the credits purchased by him/her for sending or receiving a message.

The Client is responsible for the information he provides regarding his identity. Creating false aliases or false sender numbers is prohibited, and the Client acknowledges and accepts that in the event of malpractice in this respect, the account will be suspended for further investigation. If, after suspension and formal notice, the Client still refuses to provide the correct information, the suspension will lead to the irrevocable closure of the account with loss of credits. Further prosecution and the obligation to indemnify remain applicable on the part of the Client for any damage caused.

The Client undertakes to behave like a normal and prudent person and thus to remain within the legal standards. JAAN's services may under no circumstances be used for, among other things but not limited to, stalking, spoofing, sending trojans, illegal activities, or causing damage to the recipient's electronic devices.

The services provided by JAAN are intended for normal use only and may not cause any damage to third parties or to JAAN. In case of doubt, the Client must first request permission from JAAN. This permission will be granted within seven (7) days after a thorough investigation of possible damage. Without such permission, the obligation to indemnify remains applicable on the part of the Client.

The Client may use his credits for all purposes permitted within the legally allowed standards.

Sending advertising messages is permitted if the recipient has given his consent to it. In the event of problems, the Client must hand over these consents at JAAN's request.

The Client only sends commercial messages to recipients who have given their consent to receive them, and keeps proof of that consent. Every message with commercial content offers the recipient a simple and free means of unsubscribing. Unsubscribing by means of a STOP reply is only possible if the Client activates the reply option when sending; the messages are then sent via JAAN's shortcode 8676 (Belgium) and JAAN automatically records STOP replies on a block list per account, which the Client may not circumvent. In all other cases, STOP requests are processed and managed by the recipient's mobile operator, insofar as that operator supports this; JAAN has no access to those lists and cannot accept any responsibility for them. In that case, the Client shall include its own means of unsubscribing in the message (e.g. a link or telephone number) and manage its own unsubscribe list. At JAAN's first request, the Client shall provide proof of consent within five (5) working days.

The Client will reimburse JAAN for all costs arising from damage caused by the provision of incorrect information by the Client.

The Client indemnifies JAAN against legal proceedings based on acts committed by the Client when using the account.

The Client undertakes to consult the FAQ section (https://www.jaan.be/faq) at regular intervals in order to stay informed of the latest technical developments at JAAN.

5. Anti-fraud measures

Fraud is a form of deception. That is why we at JAAN do everything to prevent fraud. Our public and internal measures ensure this.

- ***Highest priority***

  With us, security is never up for discussion. That is why security and fraud prevention have the highest priority at JAAN. By taking public and internal measures, we ensure that fraud can be reduced to a minimum.

- ***Continuous monitoring***

  We always monitor how our system is used. If we notice anything suspicious, all access to our system is denied as a precaution. In addition, we keep lists of fraudulent transactions, users or other matters that are no longer welcome with us.

- ***Self-learning system***

  JAAN works with a continuous monitoring system. It indicates when things need to be checked

manually. This allows us to decide for ourselves whether something looks like fraud or not. Moreover, the system is self-learning, and therefore works ever better and more efficiently.

- ***Wrongly denied access?***

No system is 100% perfect. An unjustified block may have occurred through our automatic fraud prevention system. We can rectify this manually for you. Contact us via support.

6. Rights/obligations and liability of JAAN

JAAN guarantees a 99.9% uptime of its gateway. JAAN delivers SMS, WhatsApp and voice messages via telecom operators and specialised transmission services. These parties exclusively pass the messages on to the recipient's network and are not sub-processors of JAAN or of the Client (see article 14.5 of the general terms and conditions and the Data Processing Agreement). JAAN offers no guarantee as to the delivery time or final delivery and is not liable for shortcomings of these parties or of the mobile operators. Changes in roaming or interconnection agreements may temporarily make it impossible to send to certain networks; JAAN will notify the Client thereof by e-mail as soon as it becomes aware of this.

JAAN cannot be held responsible for its gross faults or for the gross and intentional faults committed by an appointee or performing agent.

JAAN accepts no liability whatsoever for any damage or loss suffered by the Client or a third party as a result of the use of the services offered.

JAAN ensures that the system is accessible 24 hours a day, except for periodic maintenance, technical failures and force majeure. JAAN cannot be held liable for any loss of turnover or other costs arising therefrom.

JAAN never discloses the content of sent and received messages, telephone numbers or other data of the Client to third parties, except to the transmission services required for delivery, to judicial or competent authorities where required by law, and for internal control and fraud prevention. Message data are retained for thirteen (13) months and then automatically erased or anonymised, as described at jaan.be/data-retentie and in the Data Processing Agreement.

JAAN is obliged to assist the Client with technical difficulties within a reasonable period of five (5) days.

7. 2mail – e-mail marketing and SMTP relay

2mail.1 The Client shall send e-mails via 2mail exclusively to recipients who have given their prior consent to receive them or with whom it has an existing customer relationship within the meaning of article XII.13 of the Belgian Code of Economic Law. It shall keep proof of consent and provide it at JAAN's first request within five (5) working days.

2mail.2 The use of purchased, rented, scraped or otherwise non-consensually collected address lists is prohibited.

2mail.3 Every commercial e-mail contains a working unsubscribe link and the identity and address of the sender. Unsubscribes are automatically processed by JAAN on a block list per account; the Client may not circumvent it. Transactional e-mails sent via the SMTP relay contain no commercial content, unless the recipient has consented to this.

2mail.4 JAAN processes bounces and complaints automatically. In the event of a bounce rate above five (5) % or a complaint rate above 0.1 % per mailing, JAAN may pause the mailing and contact the Client. In the event of repetition or abuse, JAAN may suspend the account in accordance with article 5.3 of the general terms and conditions.

2mail.5 Delivery takes place via the recipients' mail servers, which are not sub-processors of JAAN or of the Client (article 14.5 of the general terms and conditions). JAAN does not guarantee delivery to the inbox; it does, however, take the measures described in Annex B to the Data Processing Agreement (SPF, DKIM, DMARC, reputation management).

2mail.6 Contact lists, campaigns and statistics are retained in accordance with jaan.be/data-retentie and the Data Processing Agreement.