

# BIZCHATASSIST TERMS OF SERVICE

*Effective Date: January 04, 2026*

Welcome to BizChatAssist. These Terms of Service ("Terms") govern your use of our AI chatbot services ("Service"). By purchasing or using our Service, you agree to be bound by these Terms. Please read them carefully.

## 1. SERVICE DESCRIPTION

BizChatAssist provides custom AI-powered chatbot solutions for businesses. Our Service includes:

- Custom chatbot trained on your business information
- Integration code for your website
- Ongoing hosting and maintenance
- Technical support via email

## 2. PRICING AND PAYMENT TERMS

**Setup Fee:** \$200 one-time fee (non-refundable)

**Monthly Service Fee:** \$20/month, billed monthly

**Promotional Offer:** First 2 months free for new clients

### 2.1 Refund Policy

The \$200 setup fee is non-refundable once work has commenced. Monthly fees are non-refundable but you may cancel at any time as outlined in Section 3.

### 2.2 Payment Method

Payment is due upon invoice. Accepted payment methods will be communicated during onboarding.

## 3. CANCELLATION POLICY

### 3.1 Client-Initiated Cancellation

You may cancel your monthly service at any time by providing written notice to [gavinscheu@gmail.com](mailto:gavinscheu@gmail.com). Upon cancellation, you may choose either:

- Service continues through the end of your current billing period, or
- Immediate service termination upon request

No refunds will be issued for partial months of service.

### 3.2 Company-Initiated Cancellation

BizChatAssist reserves the right to terminate service for violation of these Terms, including but not limited to abuse of service or non-payment.

## **4. FAIR USE POLICY**

### **4.1 Message Limits**

Your Service includes unlimited messages for normal business use. "Normal business use" is defined as typical customer inquiries related to your business operations. We reserve the right to contact clients with abnormally high usage (exceeding 10,000 messages per month) to discuss usage patterns.

### **4.2 Abuse Prevention**

The Service may not be used for spam, malicious activities, or any purpose that violates applicable laws. Abuse of the Service, including attempts to overload systems or use the Service for purposes other than legitimate customer support, may result in immediate termination without refund.

### **4.3 Infrastructure Issues**

If your usage is causing infrastructure issues that affect other clients, we will work with you in good faith to find a solution, which may include upgrading to a custom plan or implementing usage limits.

## **5. SERVICE LEVEL AND UPTIME**

### **5.1 Uptime Target**

We target 99.99% uptime for our Service (approximately 8 hours of potential downtime per year). This target is not a guarantee, and brief outages for maintenance, updates, or technical issues may occur.

### **5.2 Response Time**

Typical chatbot response time is under 3 seconds. Response times may vary based on system load, internet connectivity, and third-party service availability. We do not guarantee specific response times.

### **5.3 No Refunds for Outages**

Brief service interruptions are not grounds for refunds or credits. In the event of extended outages (exceeding 24 consecutive hours), we will work with affected clients on a case-by-case basis.

## **6. CLIENT RESPONSIBILITIES**

### **6.1 Content Provision**

Client is responsible for providing accurate, complete, and legal information for chatbot training, including but not limited to business hours, pricing, policies, and FAQs.

### **6.2 Content Accuracy**

Client acknowledges that the chatbot responses are based on information provided by the Client. BizChatAssist is not responsible for inaccurate or outdated information provided by the Client.

### **6.3 Legal Compliance**

Client warrants that all information provided does not violate any laws, regulations, or third-party rights, and does not contain defamatory, offensive, or illegal content.

#### **6.4 Updates**

Client is responsible for notifying BizChatAssist of any changes to business information that require chatbot updates. Updates will be implemented within 3-5 business days of notification.

### **7. LIMITATIONS OF LIABILITY**

#### **7.1 No Warranty**

The Service is provided "as is" without warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

#### **7.2 Limited Liability**

BizChatAssist's total liability for any claims arising from or related to the Service shall not exceed the total amount paid by Client in the 3 months preceding the claim.

#### **7.3 Indirect Damages**

BizChatAssist shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, use, or goodwill.

#### **7.4 Chatbot Responses**

While we strive for accuracy, BizChatAssist is not responsible for any errors, omissions, or inaccuracies in chatbot responses. AI systems may occasionally produce unexpected or incorrect responses.

### **8. INTELLECTUAL PROPERTY**

#### **8.1 Client Content**

Client retains all rights to content provided for chatbot training. By using our Service, Client grants BizChatAssist a limited license to use, reproduce, and display such content solely for the purpose of providing the Service.

#### **8.2 BizChatAssist Technology**

All underlying technology, code, and systems used to provide the Service remain the exclusive property of BizChatAssist. Client receives no ownership rights to the Service technology.

## **9. DATA PRIVACY AND SECURITY**

### **9.1 Data Collection**

The Service collects and processes messages sent through the chatbot. This data is used solely to provide and improve the Service.

### **9.2 Data Storage**

Client data is stored securely using industry-standard practices. However, no system is completely secure, and BizChatAssist cannot guarantee absolute security.

### **9.3 Third-Party Services**

The Service utilizes third-party AI services (OpenAI) to generate responses. By using our Service, Client acknowledges that data may be processed by these third-party providers in accordance with their respective privacy policies.

### **9.4 Data Retention**

Upon service cancellation, Client data will be retained for 30 days for potential reactivation, then permanently deleted unless otherwise required by law.

## **10. MODIFICATIONS TO TERMS**

BizChatAssist reserves the right to modify these Terms at any time. Material changes will be communicated to active clients via email at least 30 days before taking effect. Continued use of the Service after changes take effect constitutes acceptance of the modified Terms.

## **11. GOVERNING LAW AND DISPUTE RESOLUTION**

These Terms shall be governed by and construed in accordance with the laws of the State of Alabama, United States, without regard to its conflict of law provisions. Any disputes arising from these Terms or the Service shall be resolved through good faith negotiation, or if necessary, through the courts of Alabama.

## **12. CONTACT INFORMATION**

For questions about these Terms or the Service, please contact us at:

**Email:** [gavinscheu@gmail.com](mailto:gavinscheu@gmail.com)

**Website:** [bizchatassist.com](http://bizchatassist.com)

## ACCEPTANCE OF TERMS

By purchasing or using BizChatAssist services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.

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### **BizChatAssist**

Co-Founder: Gavin Scheu

Co-Founder: Matthew Mongelli