

# TERMS AND CONDITIONS OF AI FRONT DESK, INC.

Effective date: 1<sup>st</sup> January 2024

## 1. Introduction

These Terms and Conditions (the "Terms") constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and AI Front Desk, Inc. ("Company", "we", "us", or "our"), concerning your access to and use of the [www.myaifrontdesk.com](http://www.myaifrontdesk.com) website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "Service"). You agree that by accessing the Service, you have read, understood, and agreed to be bound by all of these Terms and Conditions. If you do not agree with all of these Terms and Conditions, then you are expressly prohibited from using the Service and you must discontinue use immediately.

We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Terms and Conditions and you waive any right to receive specific notice of each such change.

Please ensure that you check the applicable Terms every time you use our Service so that you understand which Terms apply. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Service after the date such revised Terms are posted.

## 2. Definition of Key Terms

For the purposes of these Terms and Conditions, the following definitions shall apply:

- "User": Refers to any individual or entity who accesses or uses our Service.
- "Account": The registered user account that is required to access and use certain aspects of the Service.
- "Content": Any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of the Service.
- "Subscription": The fee-based arrangement for accessing our Service, which is subject to recurring charges as set forth in these Terms.
- "Confidential Information": Information that is proprietary or confidential and is either clearly labeled as such or identified as Confidential Information.

## 3. User Eligibility

The Service is intended only for access and use by individuals at least eighteen (18) years of age. By accessing or using any part of the Service, you warrant and represent that you are at least eighteen (18) years of age and with the full authority, right, and capacity to enter into this agreement and abide by all of the terms and conditions of these Terms. If you are not at least eighteen (18) years old, you are prohibited from both the access and usage of the Service.

## 4. Description of Services

AI Front Desk, Inc. offers a comprehensive AI-powered phone receptionist service designed to meet the needs of small business owners. Our Service includes, but is not limited to, the following features:

- Automated phone answering available 24/7, ensuring that business owners never miss a call.
- Advanced AI technology capable of engaging in human-like conversations, providing callers with a seamless interaction experience.
- Customizable functionalities including appointment scheduling, query responses, and call forwarding.
- Text messaging capabilities during calls for enhanced communication.
- Programmable call handling, allowing businesses to tailor the AI receptionist's responses and actions according to specific business needs.
- Multilingual support, enabling businesses to cater to a diverse client base.
- A comprehensive administrative dashboard offering detailed call logs and analytics for business optimization.

It is important to note that the scope of our Service may evolve over time and additional functionalities or features may be introduced in accordance with emerging business needs and technological advancements.

## **5. Account Registration and Management**

To gain full access to the Service, Users are required to create an Account, which involves providing accurate and complete registration information and updating such information as necessary to maintain its accuracy. The User is responsible for maintaining the confidentiality of their Account and password and for restricting access to their computer or device, and they agree to accept responsibility for all activities that occur under their Account. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders at our sole discretion.

## **6. Subscription Terms**

- Access to the Service is provided on a subscription basis. The current Subscription fee is \$54.99 per month, subject to change at our discretion. Subscriptions are billed in advance on a monthly basis and will automatically renew each month on the date of the original subscription until canceled by the User in accordance with our cancellation policy outlined in Section 8. The Subscription fee may be subject to tax, which will be charged in addition to the Subscription fee.
- We may offer multiple Subscription plans, including special promotional plans or Subscriptions with differing conditions and limitations. Any materially different terms from those described in these Terms will be disclosed at your sign-up or in other communications made available to you.
- In the event of multiple failed payment attempts due to declined credit card transactions, we reserve the right to automatically cancel your Subscription and terminate your Account. Users will be notified prior to any such cancellation and provided with an opportunity to update their payment information to avoid service

interruption.

## **7. Usage Fees and Billing Policy**

In addition to the Subscription fee, Users will incur additional usage-based fees. These fees include:

- 15 cents per text message sent during the course of an interaction facilitated by our Service.
- 15 cents per minute for engagement with the AI receptionist in a call.
- A reduced rate of 3 cents per minute for calls that are transferred to another department or external number as facilitated by the AI receptionist.

These usage fees will be calculated on a monthly basis and billed in conjunction with the Subscription fee. Billing will occur on the 15th of each month, although we reserve the right to change this date at our sole discretion. All fees are non-refundable except as required by law or as explicitly set forth herein. We reserve the right to change the usage fees at any time, subject to providing Users with prior notice of such changes. In the event of late payment, we may suspend or terminate your access to the Service.

## **8. Free Trial and Cancellation Policy**

From time to time, we may offer a free trial period for our Service, the specifics of which will be provided at the initiation of the offer. If you choose to continue using the Service after the trial period, your Subscription will automatically commence, and your provided payment method will be charged. You will still be responsible for usage fees, as defined in section seven, despite being on a free trial. You have the option to cancel your Subscription at any time. Cancellation requests must be made through your Account settings or by contacting our customer service team. Following cancellation, your access to the Service will persist until the end of the current billing period.

## **9. Fees and Taxes**

You agree to pay the fees for using our Services as outlined in your subscription plan or order form.

In addition to the fees, you are responsible for paying all applicable taxes related to your use of our Services, excluding taxes based on AI Front Desk, Inc.'s income.

## **10. Feedback**

Any feedback, comments, or suggestions you may provide regarding the Services is entirely voluntary and we will be free to use such feedback as we see fit and without any obligation to you. By providing feedback, you grant us a non-exclusive, worldwide, royalty-free, perpetual, and irrevocable license to use your feedback in any manner related to our Services.

## **11. Refund Policy**

Our Service is offered on a digital, subscription-based model. As such, refunds are generally not provided. Exceptions may be made at our discretion, subject to specific circumstances. Should you believe you are entitled to a refund, please submit a request in writing to our customer support within the specified timeframe. Your eligibility for a refund will be assessed

based on various factors, including but not limited to service usage, compliance with our Terms, and the nature of the issue prompting the refund request.

## **12. Restrictions on Use**

You agree not to, and not to permit others to:

- Reverse engineer, decompile, or otherwise attempt to derive the source code or underlying algorithms of our Services.
- Modify, translate, adapt, or create derivative works from our Services.
- Distribute, transmit, pledge, or otherwise transfer rights to the Services.
- Use the Services for the benefit of third parties or provide third-party access to our Services.
- Remove or alter proprietary notices on our Services.
- Use the Services to develop competitive products or services.
- Interfere with the Services' operation or bypass access restrictions.
- Use automated means to access, index, or store any content of our Services in violation of these Terms.

## **13. Intellectual Property Rights**

AI Front Desk, Inc. retains all rights, title, and interest in the Services, including all related intellectual property rights. Any modifications, enhancements, or customizations to the Services will be the sole property of AI Front Desk, Inc.

You retain all rights to data you provide through the use of our Services. However, AI Front Desk, Inc. may collect, generate, and use data from your usage to improve our Services. We will treat such data with strict confidentiality and in accordance with our Privacy Policy.

## **14. User-Generated Content**

Users may have the opportunity to create, post, or share content, including but not limited to custom AI receptionists and agents, through the Service ("User-Generated Content"). By posting User-Generated Content, you grant us a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You represent and warrant that you own or otherwise control all of the rights to the User-Generated Content that you post and that the use of your content does not violate these Terms and will not cause injury to any person or entity.

## **15. Privacy Policy**

Your privacy is important to us. Our Privacy Policy, which is separate from these Terms, describes how we collect, use, and disclose information about our users. We recommend that you read our Privacy Policy thoroughly to understand our privacy practices.

## **16. Data Security**

We implement a variety of security measures to maintain the safety of your personal information when you enter, submit, or access your personal information. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security due to the inherent nature of the internet. Any transmission of personal

information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Service.

### **17. Confidentiality**

Each party agrees to protect the other party's proprietary information with the same standard of care it uses to protect its own similar information but no less than reasonable care.

Proprietary information will only be used for the purpose of fulfilling obligations under this Agreement and will not be disclosed to third parties except as required by law.

### **18. Service Modifications and Availability**

We reserve the right to modify, suspend, or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice at any time. You agree that AI Front Desk, Inc. shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service. We do not guarantee that the Service will always be available or be uninterrupted. We may suspend, withdraw, discontinue, or change all or any part of our Service without notice. We will not be liable if, for any reason, our Service is unavailable at any time or for any period.

### **19. Third-Party Links and Services**

Our Service may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by AI Front Desk, Inc. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website from the Service, you do so at your own risk, and you understand that these Terms and our Privacy Policy do not apply to your use of such sites.

### **20. User Feedback and Suggestions**

Any feedback, comments, ideas, improvements, or suggestions (collectively, "Suggestions") provided by you to AI Front Desk, Inc. regarding the Service shall remain the sole and exclusive property of AI Front Desk, Inc. We shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

### **21. Compliance with Laws**

You agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of our Service and the Content and materials provided therein.

### **22. Indemnification**

You agree to indemnify, defend and hold harmless AI Front Desk, Inc. and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Service or your breach of these Terms. This indemnification obligation will survive the termination of these Terms and your use of the Service.

### **23. Limitation of Liability**

To the fullest extent permitted by applicable law, in no event will AI Front Desk, Inc., its affiliates, officers, directors, employees, agents, suppliers, or licensors be liable to any person for any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence, or otherwise, even if AI Front Desk, Inc. has been advised as to the possibility of such damages or could have foreseen such damages.

#### **24. Disclaimer for AI-Powered Interactions**

AI Front Desk, Inc. provides an AI phone receptionist service that involves artificial intelligence (AI) performing various tasks such as answering calls, scheduling, and responding to queries. While we endeavor to ensure that the AI service operates as intended, you acknowledge and agree that AI Front Desk, Inc. shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses, resulting from:

- The performance, actions, or statements made by the AI-powered receptionist;
- Any unauthorized access to or alteration of your transmissions or data;
- Any other matter relating to the Service.

This limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

#### **25. Representations, Warranties, and Disclaimers**

Each party represents that they have the full right and authority to enter into this Agreement and that this Agreement does not conflict with any other agreement or obligation.

You warrant that you will use our Services in compliance with all applicable laws and that the data you provide does not infringe on any third-party rights.

AI Front Desk, Inc. provides the Services on an "as-is" and "as available" basis. Except as expressly provided in this Agreement, we disclaim all warranties, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

#### **26. Dispute Resolution**

Any disputes arising out of or relating to these Terms, the Service, or your relationship with AI Front Desk, Inc. shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in the English language, in the State of California, USA. The decision of the arbitrator shall be final and binding on both parties. Notwithstanding the foregoing, either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration.

#### **27. Changes to Terms and Conditions**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking

effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

## **28. Termination**

This Agreement commences on the Effective Date and will remain in effect until terminated by either AI Front Desk, Inc. in accordance with these Terms.

## **29. General Provisions**

- 29.1. Notices:** All notices and communications must be in writing and delivered by recognized courier services, email, or registered mail to the addresses provided in this Agreement.
- 29.2. Force Majeure:** Neither party shall be liable for delays or failures in performance resulting from causes beyond their reasonable control, including but not limited to acts of God, labor disputes, and governmental actions.
- 29.3. Entire Agreement and Amendments:** This Agreement constitutes the entire agreement between the parties. Any amendments must be in writing and signed by both parties.
- 29.4. Severability:** If any part of this Agreement is found invalid or unenforceable, the remainder of the Agreement will remain in effect.
- 29.5. Assignment and Successors:** This Agreement may not be assigned without the prior written consent of the other party, except in the case of a merger or acquisition.

## **30. Contact Information**

If you have any questions about these Terms, please contact us at [contact@myaifrontdesk.com](mailto:contact@myaifrontdesk.com).