



CherryBotz

Powering customer engagement with AI

Terms and Conditions

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These Terms and Conditions ("Terms") govern your use of the website ("Website") and services offered by Cherrybotz ("we", "us", "our"), an AI bot company based in Australia. By accessing and using this Website, you agree to comply with and be bound by these Terms. If you do not agree with these Terms, please refrain from using the Website.

1. Acceptance of Terms

By using our website and services, you confirm that you have read, understood, and agreed to these Terms. We reserve the right to modify these Terms at any time, and such changes will be posted on this page. Your continued use of the Website after such changes will constitute your acceptance of those changes.

2. Eligibility

You must be at least 18 years of age or have the consent of a legal guardian to use our website and services. By using this Website, you represent and warrant that you meet these eligibility requirements.

3. Services Provided

Cherrybotz provides AI-powered chatbot solutions for businesses. Our services include, but are not limited to, AI-powered SMS chatbots, voice bots, appointment scheduling, customer support automation, lead generation, lead nurturing and follow-up sequences, CRM integration, conversational AI design, and other related AI automation tasks ("Services"). By using our Services, you agree to follow all instructions and guidelines provided by us.

4. Account Registration

To access certain features of the Website or use our Services, you may be required to create an account. When you create an account, you agree to provide accurate, current, and complete information and to update it as necessary. You are responsible for maintaining the confidentiality of your account and for all activities that occur under your account.

5. Intellectual Property

All content on the Website, including text, graphics, logos, images, videos, software, AI chatbot frameworks, conversational flows, prompt designs, and bot configurations, is owned by Cherrybotz or its licensors and is protected by Australian and international copyright laws. You may not copy, modify, distribute, reverse-engineer, or create derivative works based on any content from the Website without our express written consent.

6. AI Services and Automation Disclaimer

Our AI-powered chatbots and automation tools are designed to assist with business communications, lead management, and customer engagement. While we strive for accuracy and reliability, AI-generated responses may occasionally contain errors or inaccuracies. Our AI services are not a substitute for professional advice, including but not limited to legal, medical, financial, or accounting advice. You acknowledge that:

- AI chatbot responses are generated based on programmed logic and training data and may not always be accurate.

- We do not guarantee specific outcomes, conversion rates, or revenue results from the use of our AI services.
- You are responsible for reviewing and approving all AI-generated communications before they are sent to your customers.
- We are not liable for any decisions made based on AI-generated content or recommendations.
- AI performance may vary depending on the quality of training data, knowledge base content, and configuration provided.

7. User Responsibilities

By using our Website and AI Services, you agree not to:

- Engage in any unlawful activity or use the Website or AI Services for illegal purposes.
- Upload or distribute any harmful content, including viruses or malware.
- Interfere with the proper functioning of the Website, AI bots, or Services.
- Violate the rights of other users or third parties.
- Use AI chatbots to send spam, unsolicited messages, or engage in deceptive practices.
- Attempt to reverse-engineer, decompile, or extract the underlying AI models, prompts, or conversational logic.
- Use our AI Services in any manner that violates applicable telecommunications, privacy, or anti-spam legislation.

8. Data Handling and AI Processing

By using our AI-powered Services, you acknowledge that customer interactions with AI chatbots may be recorded, stored, and analysed for the purposes of improving service quality, training AI models, and generating performance reports. You are responsible for informing your end users that they may be interacting with an AI-powered system and for obtaining any necessary consents required under applicable privacy legislation.

9. Privacy

Your use of the Website is also governed by our Privacy Policy, which can be accessed at cherrybotz.com.au/privacy-policy/. Please review our Privacy Policy to understand how we collect, use, and protect your personal data.

10. Payments and Billing

If applicable, you agree to pay for any Services that you purchase through the Website. All payments are due in accordance with the terms specified at the time of purchase. AI service subscriptions are billed on a recurring basis as outlined in your service agreement. We reserve the right to suspend or terminate your access to the Services, including deactivating any active AI chatbots, if payment is not received.

11. Service Level and Uptime

While we endeavour to maintain high availability of our AI chatbot services, we do not guarantee uninterrupted or error-free operation. Scheduled maintenance, third-party platform outages (including CRM, telephony, and messaging providers), and unforeseen

technical issues may result in temporary service disruptions. We will make reasonable efforts to notify you of planned downtime in advance.

12. Limitation of Liability

To the maximum extent permitted by law, Cherrybotz is not liable for any indirect, incidental, special, or consequential damages arising from your use or inability to use the Website or Services, including but not limited to loss of data, loss of profits, loss of leads, missed appointments, inaccurate AI-generated responses, or other damages. Our liability for any claim arising from the use of the Website or Services shall be limited to the amount you have paid for the Service in question.

13. Third-Party Integrations and Links

Our Services may integrate with or contain links to third-party platforms, including but not limited to CRM systems, telephony providers, payment processors, and messaging platforms. We do not control or endorse the content, practices, or availability of these third-party services and are not responsible for any damages, losses, or service interruptions that may arise from your use of them.

14. Indemnity

You agree to indemnify and hold harmless Cherrybotz, its affiliates, officers, employees, agents, and licensors from any claims, damages, liabilities, and expenses (including legal fees) arising from your use of the Website or Services, your violation of these Terms, or your infringement of any third-party rights.

15. Termination

We reserve the right to suspend or terminate your access to the Website and Services at our sole discretion, with or without notice, for any reason, including violation of these Terms. Upon termination, any active AI chatbots deployed on your behalf may be deactivated, and access to associated data and analytics may be revoked.

16. Governing Law

These Terms are governed by and construed in accordance with the laws of New South Wales, Australia. Any disputes arising under these Terms shall be resolved in the courts located in New South Wales.

17. Severability

If any provision of these Terms is deemed unlawful, void, or unenforceable, the remaining provisions will remain in full effect.

18. Contact Us

If you have any questions or concerns about these Terms or the Website, please contact us at:

CherryBotz

Website: cherrybotz.com.au

Email: julie@cherrybotz.com.au

IMPORTANT DISCLAIMER

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