

LeverBot General Terms and Conditions

Last Updated: 2024/08/15

These Terms and Conditions (hereinafter, "TC") govern the use of the LeverBot platform, a service that facilitates conversational experiences through AI-driven chatbots and data analytics (hereinafter, "the Service"). The Service includes chatbots that can be used on websites, main messaging channels, and other integrations to enhance visitor engagement and conversion rates.

The Service is offered by Leveragai, Inc. (hereinafter, "LeverBot"), with its principal office at 5520 Research Park Drive Suite 100 Baltimore, MD 21228. By using LeverBot, you (hereinafter, "the Client") agree to comply with and be bound by these TC. If you do not agree with these Terms, you should not use LeverBot's services.

1. Acceptance of Terms

By accessing or using LeverBot, you agree to these TC. LeverBot reserves the right to modify these TC at any time. Your continued use of the Service following any changes constitutes acceptance of those changes.

2. Provision of Service and Grant of License

LeverBot grants the Client a non-exclusive, revocable, and non-transferable right to use the Service. The Client will have access to various subscription plans, each providing different features and functionalities:

- Basic Plan
- Professional Plan
- Advanced Plan
- Corporate Plan

The Service allows the Client to create and manage chatbots across multiple channels, analyze performance metrics, and control customer interactions. LeverBot may modify the Service's design, presentation, configuration, or functionalities at any time without prior notice.

3. User Responsibilities

The Client agrees to use LeverBot only for lawful purposes. The Client is responsible for maintaining the confidentiality of their account credentials and all activities under their account.

4. Intellectual Property

LeverBot retains all intellectual property rights over its methodology, models, and software. The Client does not acquire any intellectual property rights through the use of the Service. The Client retains rights over any content they provide to LeverBot.

5. Data Privacy and Data Processing

LeverBot is committed to protecting your privacy. The personal data processed through the Service is governed by our Privacy Policy [[link to Privacy Policy](#)] and data protection clauses within this TC. LeverBot acts as the Data Processor, processing personal data on behalf of the Client (Data Controller) as per the General Data Protection Regulation (GDPR).

6. Payment and Consequences of Non-Payment

The price for the Service depends on the subscription plan chosen by the Client. Payments will be processed automatically, as agreed upon in the specific terms and conditions. In the event of non-payment, LeverBot reserves the right to suspend the Service.

7. Third-Party Services

LeverBot may integrate with or provide links to third-party services. LeverBot is not responsible for the content, functionality, or practices of these third-party services. The Client agrees to use third-party services at their own risk and according to their terms.

8. Service Guarantee

If the Service is interrupted for 24 hours or more, the Client may be compensated as per the terms outlined in this TC. LeverBot will notify the Client of any scheduled or emergency maintenance that may impact Service availability.

9. Liability and Responsibility

LeverBot is not liable for indirect, incidental, or consequential damages arising from the use of the Service. The Client agrees to indemnify LeverBot against any third-party claims related to their use of the Service. LeverBot's liability is limited to the amount paid by the Client for the Service in the last six-month period.

10. Communication Preferences

By accepting these TC, the Client consents to be contacted by LeverBot through various communication channels for service-related purposes. The Client can manage their communication preferences by contacting LeverBot.

11. Changes in Pricing

LeverBot reserves the right to adjust pricing in line with third-party providers' changes, such as the WhatsApp Business API pricing by Meta. The Client will be notified of such changes at least four weeks in advance.

12. Termination

The Client or LeverBot may terminate the agreement under the following conditions:

- A serious breach of obligations by either party, including non-payment.
- The extinction of the legal entity of either party.
- Mutual agreement between the parties.

In the event of termination, any breaches that caused damage may result in claims for compensation.

13. Nullity and Ineffectiveness of Clauses

If any clause of these TC is deemed null or ineffective, the remaining clauses shall remain in full effect.

14. Applicable Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Maryland. Any disputes arising from these Terms and Conditions shall be resolved in the courts of Maryland.

15. Contact Information

If you have any questions about these Terms, please contact us at info@leverbot.io

Sincerely

LeverBot