

## **TERMS AND CONDITIONS:**

### **Chatbot Development Agreement**

#### **1. Definitions:**

- "Agreement" means these Terms and Conditions, together with the Client Requirements Document and the Proposal.
- "Chatbot" means the software application developed by Easy Parle for the Client, designed to automate conversations.
- "Client" means the entity engaging Easy Parle for the development of a Chatbot.
- "Client Requirements Document" means the document detailing the specific functionalities, features, and requirements of the Chatbot as agreed upon by both parties and dated [Insert Date].
- "Easy Parle" means Easy Parle, a website development and chatbot creation company located at [Insert Easy Parle's Address or General Location].
- "Intellectual Property" means all patents, trademarks, service marks, trade names, copyrights, moral rights, trade secrets, know-how, and any other intellectual property rights, whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights.
- "Material Defect" means a failure of the Chatbot to substantially conform to the specifications outlined in the Client Requirements Document dated [Insert Date], that significantly impairs the Chatbot's functionality or usability.
- "Proposal" means the written document provided by Easy Parle to the Client outlining the scope of work, estimated timelines, and pricing for the Chatbot development project, dated [Insert Proposal Date].
- "Service(s)" means the chatbot development and related services provided by Easy Parle to the Client as described in the Agreement.

#### **2. Scope of Services:**

- Easy Parle agrees to provide chatbot development services to the Client as outlined in the Client Requirements Document and the Proposal. These Services may include, but are not limited to, requirements gathering, chatbot design, development, testing, integration with the Client's website ([Insert Website URL]) using [Specify API, protocols, etc.], and deployment.
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- The specific functionalities, features, and scope of the Chatbot are detailed and agreed upon in the separate Client Requirements Document dated [Insert Date].

### **3. Client Responsibilities:**

- The Client agrees to provide Easy Parle with all necessary information, data, and access to systems required for the proper execution of the Services. This includes, but is not limited to, information about their products or services, frequently asked questions, relevant business processes, access credentials to their website ([Insert Website URL]) and potentially their relevant systems (e.g., CRM, appointment systems).
- The Client is responsible for providing timely feedback and approvals at each stage of the project as outlined in the agreed-upon timeline. Delays in providing feedback or approvals may impact the project timeline.
- The Client warrants that they have the necessary rights and permissions to provide Easy Parle with any content, trademarks, logos, or other materials required for the Chat bot.
- The Client is responsible for ensuring the accuracy and legality of all information provided to Easy Parle for use in the Chat bot.
- The Client agrees to update the content provided to Easy Parle for use in the Chatbot within [Specify Time Frame, e.g., 5 business days] of any changes to their services, pricing, or other relevant information.

### **4. Easy Parle's Responsibilities:**

- Easy Parle agrees to perform the Services in a professional and workmanlike manner, using commercially reasonable efforts to develop the Chatbot according to the specifications outlined in the Client Requirements Document dated [Insert Date].
  - Easy Parle will use its best efforts to adhere to the agreed-upon project timeline.
  - Easy Parle will maintain the confidentiality of the Client's proprietary information shared during the course of the project.
  - Easy Parle will implement reasonable security measures, including but not limited to [Specify Security Measures, e.g., data encryption, secure server storage], to protect Client data in accordance with applicable data privacy regulations.
  - Easy Parle will provide a disaster recovery plan to the client, that details the steps taken to recover services in the event of outages, or technical issues.
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## **5. Intellectual Property:**

- Unless otherwise explicitly agreed upon in writing, Easy Parle shall retain ownership of its proprietary chatbot development platform, tools, methodologies, and any pre-existing intellectual property used in the development of the Chatbot.
- Upon full payment of all fees due under the Agreement, the Client will be granted a non-exclusive, non-transferable license to use the developed Chatbot for its internal business operations on their website ([Insert Website URL]) and any other websites owned and operated by the Client.
- The Client shall retain ownership of their trademarks, logos, service marks, and any specific content provided by the Client for use in the Chatbot.

## **6. Payment Terms:**

- The fees for the Chatbot development Services will be as specified in the Proposal dated [Insert Proposal Date].
- Payment terms, including the payment schedule and accepted methods of payment, are outlined in the Proposal. Typically, payments may be structured based on project milestones.
- All fees are exclusive of applicable taxes, which will be the responsibility of the Client.
- Late payments may be subject to interest charges as permitted by applicable law.

## **7. Confidentiality:**

- Both Easy Parle and the Client agree to hold each other's confidential information in strict confidence and not to disclose it to any third party without the prior written consent of the disclosing party, except as required by law.
- Confidential information includes, but is not limited to, business plans, client data (to the extent accessible during development), pricing information, technical specifications, and project details.

## **8. Data Privacy and Security:**

- Easy Parle will take reasonable measures to ensure the security and integrity of the Chatbot and any Client data processed through it, in accordance with industry best practices and applicable data privacy regulations.
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- Easy Parle will store any data collected by the chatbot on secure servers located in [Specify Location] for a period of [Specify Data Retention Period], after which it will be securely deleted.
- The Client is responsible for ensuring that their use of the Chatbot complies with all relevant data privacy laws and regulations, including obtaining any necessary consents from their users.

### **9. Warranties and Disclaimers:**

- Easy Parle warrants that the Chatbot will substantially conform to the specifications outlined in the Client Requirements Document dated [Insert Date], for a period of 90 days from the date of deployment. During this period, Easy Parle will use commercially reasonable efforts to correct any Material Defects reported by the Client.
- "Commercially reasonable efforts" for bug fixes or error correction will mean to begin working on the issue within 2 business days of notification, and to resolve the issue within a reasonable timeframe based on the severity of the error.
- The Chatbot utilizes the ChatGPT platform. In the event of a service disruption or downtime of ChatGPT servers, the Chatbot's functionality may be affected. Easy Parle shall not be held responsible for any issues arising from ChatGPT server downtime.
- EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, Easy Parle MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE CHATBOT IS PROVIDED "AS IS."
- Easy Parle does not warrant that the Chatbot will be error-free or that its operation will be uninterrupted.

### **10. Limitation of Liability:**

- TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Easy Parle BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, EVEN IF Easy Parle HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
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- Easy Parle's TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY THE CLIENT TO Easy Parle FOR THE SPECIFIC PROJECT GIVING RISE TO THE CLAIM.

**11. Termination Clause:**

- Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches any provision of this Agreement and fails to cure such breach within [Specify Cure Period, e.g., 30 days] after receiving written notice of the breach.
- Easy Parle may terminate this Agreement immediately upon written notice if the Client fails to make any payment when due as per the Proposal.
- Upon termination of this Agreement for any reason, the Client shall pay Easy Parle for all Services performed and expenses incurred up to the date of termination.

**12. Governing Law and Jurisdiction:**

- This Agreement shall be governed by and construed in accordance with the laws of [Specify Jurisdiction], without regard to its conflict of laws principles.
  - Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts located in [Specify Location].
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**13. Entire Agreement:**

- This Agreement (comprising these Terms and Conditions, the Client Requirements Document dated [Insert Date], and the Proposal dated [Insert Proposal Date]) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written.

**14. Amendments:**

- Any amendments or modifications to this Agreement must be in writing and signed by

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