AI answering setup agreement

Version setup-1.0 · October 29, 2026

1. Setup service

For a one-time fee of $750 USD plus applicable tax, BotGal will set up the AI answering service that you and BotGal confirm in writing. BotGal will configure and test the greeting, answering instructions, callback-detail collection and call emails in your own accounts and provide a short handoff. Phone-service compatibility, permitted access, test calls, acceptance criteria and your approval before activation must be agreed before setup. The assistant does not text callers.

Payment does not automatically start setup or activate the assistant. After payment, BotGal will contact you to confirm your answering needs, the scope and a setup time in writing.

2. Payment, support and refunds

Payment is processed securely by Stripe. The fee covers the agreed setup and email or phone support for 1 month after BotGal receives your payment. Ongoing monitoring, maintenance and later changes after that period are not included unless agreed in writing.

No refunds, except where required by law.

You own and control your provider accounts and pay any provider charges directly under their terms. Those charges are not included in BotGal's fee. Before setup, you and BotGal must confirm which providers are needed and you must approve any provider costs.

3. Accounts, data and approval

You retain account and billing control and authorize only the access needed for the agreed setup. Agree on the access method, test data, responsibilities and when access ends before work begins. Do not send passwords, API keys or customer records by email or through checkout. Use fictional or redacted test examples initially.

You must have authority to use your accounts and data and obtain required notices and consents, including for calls and recordings. You must approve the greeting, instructions and test calls before activation and review call information before taking any consequential action. AI can make mistakes; BotGal does not promise error-free results, universal compatibility, savings or revenue. Your approval does not excuse BotGal from performing its agreed obligations. You remain responsible for your business decisions and lawful use.

BotGal does not receive or retain recordings, transcripts or caller details from your own assistant. The separate BotGal demo line has its own recording practice described in the Privacy Policy. Account ownership does not excuse BotGal from its own privacy or legal obligations.

4. End of support and your accounts

BotGal's included support ends 1 month after BotGal receives your payment, unless otherwise agreed in writing. Your accounts remain yours: the end of support does not cancel provider subscriptions or stop the assistant running in your accounts. You control whether to pause them and remain responsible for provider charges. BotGal will explain how to pause the assistant at handoff. Both parties will arrange to end setup access when it is no longer needed.

5. Materials license

You may use and adapt the instructions and templates provided by BotGal for your own business AI answering service and share them with providers only as needed to build and operate that service. This permission continues after the support period, subject to these restrictions. You may not sell, publish, redistribute, repackage or sublicense the materials, use them to train others, or offer setup services based on them. Your own data and materials remain yours; third-party tools remain subject to their own terms.

6. Independent providers and limited release

BotGal does not control independent providers' availability, policies or service changes. To the extent permitted by law, you release BotGal from claims arising solely from an independent provider's outage, service change or processing error that BotGal did not cause or contribute to and had no contractual duty to prevent or address. This does not release claims arising from BotGal's own acts, omissions or failure to perform the agreed setup. It is not a waiver of unknown claims.

7. Liability limits and protected rights

To the extent permitted by law, BotGal is not liable for indirect, incidental, special or consequential losses arising from the service, including lost profits, business interruption or lost business opportunities, even if advised such losses were possible. To the extent permitted by law, BotGal's total liability arising from this agreement will not exceed the amount you paid BotGal under it.

None of the release, exclusions or indemnity provisions limits responsibility for fraud, willful misconduct, gross negligence, violation of law or liability that cannot lawfully be limited. They do not waive nonwaivable consumer or privacy rights or remove BotGal's own data-protection obligations.

8. Indemnity and hold harmless

To the extent permitted by law, you will indemnify and hold BotGal harmless from third-party claims, damages and reasonable legal costs, but only to the extent caused by your unlawful instructions, unauthorized use or disclosure of data, or misuse of the assistant outside the agreed scope. This does not cover any portion caused by BotGal's negligence, misconduct or breach of this agreement and does not shift BotGal's own legal or privacy obligations to you.

BotGal must promptly notify you of a claim and reasonably cooperate. Delayed notice reduces your obligation only to the extent it prejudices your defense. You may control the defense with qualified counsel; BotGal may participate at its own expense. Neither party may settle a covered claim in a way that imposes an admission, payment or nonmonetary obligation on the other without that party's written consent, not to be unreasonably withheld.

9. Electronic acceptance and records

By checking each required box on BotGal's purchase page and completing payment through Stripe, you agree to this agreement for yourself or the business you are authorized to represent and consent to electronic records. You can read, save or print this agreement before paying, or request a copy at support@botgal.ai.

Your checkbox acknowledgments, the document versions presented, a server receipt time and a reference are saved with your Stripe checkout record. Stripe collects your contact and payment details under its own terms. Reaching the confirmation page alone does not confirm that payment succeeded.

10. Which documents apply

This agreement governs your purchase, together with the scope both parties confirm in writing. Privacy Policy 2.0 describes data handling; acknowledging it does not waive privacy rights. Archived trial and training terms are not incorporated. Future changes do not amend this accepted version without agreement.

Questions or requests: BotGal LLC | support@botgal.ai | (415) 496-5436