

Terms of Service & Privacy Policy

Effective Date: January 1, 2026 | Version 1.0

This agreement governs the relationship between Purple Snow AI ("Company," "we," "us") and any individual or business entity ("Client," "you") that purchases, uses, or accesses our AI chatbot services. By making a payment or using our services you agree to be bound by these terms in full.

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01. SERVICES PROVIDED

Purple Snow AI provides the following services to clients:

- Custom AI chatbot design, development, and deployment for business websites
- Monthly chatbot hosting, maintenance, and content updates
- Appointment booking system integration including Calendly and Google Calendar

- Bilingual (English and Spanish) chatbot support
- SMS notification setup where applicable
- Analytics and reporting on chatbot performance
- Instagram and social media chatbot integration
- Custom domain and subdomain configuration under purplesnow.ai

Services are delivered as described in the package selected at time of purchase. Purple Snow AI reserves the right to modify service offerings with 30 days written notice to active clients.

02. PAYMENT TERMS

Setup Fee

A one-time non-refundable setup fee is due in full before any work begins. Work will not commence until payment is confirmed. Setup fees are:

Package	Setup Fee	Monthly Fee
Starter	\$500	\$200/month
Pro	\$800	\$350/month
Premium	\$1,200	\$500/month

Monthly Recurring Fee

- Monthly fees are billed automatically via Stripe on the same date each month
- The first monthly payment is due 30 days after the setup fee is paid
- Failure to pay monthly fees within 7 days of the due date may result in service suspension
- Suspended services will be restored within 24 hours of payment received
- All prices are in USD and are subject to change with 30 days written notice

Late Payments

Accounts more than 14 days past due are subject to a \$25 late fee. Accounts more than 30 days past due may be terminated without further notice and the chatbot will be taken offline.

03. REFUND POLICY

SETUP FEES ARE NON-REFUNDABLE. Once a setup fee has been paid and work has begun, no refunds will be issued under any circumstances.

Monthly subscription fees are non-refundable once a billing cycle has begun. Clients who cancel mid-cycle will retain access to services through the end of the paid period.

Exceptions:

- If Purple Snow AI fails to deliver the agreed chatbot within 14 days of receiving all required client information, a full setup fee refund will be issued

- If the chatbot experiences downtime exceeding 72 consecutive hours due to our error, a prorated credit will be applied to the following month
- Refund requests must be submitted in writing to hello@purplesnow.ai within 7 days of the qualifying event

04. INTELLECTUAL PROPERTY

Purple Snow AI Ownership

Purple Snow AI retains full ownership of all code, templates, systems, workflows, and methodologies used to build and deploy client chatbots. This includes but is not limited to:

- The chatbot template and underlying code architecture
- The AI prompt engineering and system prompts
- The deployment infrastructure and processes
- The Purple Snow AI brand, logo, and all associated marks

Client Content Ownership

Clients retain full ownership of their business information provided to us including business name, services, pricing, photos, and branding. Clients grant Purple Snow AI a limited license to use this content solely for the purpose of building and operating their chatbot.

No Reverse Engineering

Clients may not copy, reverse engineer, decompile, or attempt to extract the underlying code, prompts, or architecture of any chatbot built by Purple Snow AI. Violation of this clause will result in immediate termination and may result in legal action.

05. CLIENT RESPONSIBILITIES

The client agrees to:

- Provide accurate and complete business information within 5 business days of setup fee payment
- Notify Purple Snow AI within 48 hours of any changes to business information including hours, pricing, or services
- Maintain an active Calendly account if booking integration is included in their package
- Not share, sell, or sublicense access to the chatbot without written consent from Purple Snow AI
- Ensure their business complies with all applicable laws and regulations
- Not use the chatbot for any illegal, deceptive, or harmful purposes
- Respond to communications from Purple Snow AI within 3 business days

Failure to provide required information within 14 days of setup fee payment may result in project delay without refund. Purple Snow AI cannot be held responsible for delays caused by the client.

06. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PURPLE SNOW AI SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM THE USE OR INABILITY TO USE OUR SERVICES.

This includes but is not limited to:

- Loss of revenue, profits, or business opportunities
- Loss of data or business information
- Damage to reputation or goodwill
- Costs of substitute services
- Any damages resulting from third-party service outages including Anthropic API, Vercel, or Calendly

Our total liability to any client for any claim shall not exceed the total amount paid by that client to Purple Snow AI in the three months preceding the claim.

07. NO GUARANTEE OF RESULTS

Purple Snow AI does not guarantee any specific business outcomes including but not limited to increased revenue, bookings, leads, website traffic, or client retention. Results vary by business, industry, location, and client participation.

We guarantee delivery of the chatbot as described in the selected package. We do not guarantee that the chatbot will increase your business revenue.

08. CANCELLATION POLICY

Client Cancellation

- Clients may cancel their monthly subscription at any time with 30 days written notice sent to hello@purplesnow.ai
- Cancellation takes effect at the end of the current billing cycle
- No partial refunds are issued for unused time in a billing period
- Upon cancellation the chatbot will be taken offline and all associated subdomains deactivated
- Client data will be retained for 30 days after cancellation then permanently deleted

Purple Snow AI Cancellation

Purple Snow AI reserves the right to terminate services immediately and without refund if:

- The client violates any provision of these terms
- The client uses the chatbot for illegal or harmful purposes
- Payment is more than 30 days overdue
- The client engages in abusive or threatening behavior toward Purple Snow AI staff

09. CONFIDENTIALITY

Both parties agree to keep confidential any proprietary information shared during the course of the business relationship. This includes:

- Purple Snow AI's technical methods, pricing structures, and business processes
- Client's business strategies, customer data, and financial information
- Any communications marked as confidential by either party

This confidentiality obligation survives termination of the agreement for a period of 2 years.

10. DATA & PRIVACY POLICY

Information We Collect

- Business information provided during onboarding (name, address, hours, services)
- Payment information processed securely through Stripe — we never store card details
- Communication records including emails and messages
- Chatbot conversation data for the purpose of improving service quality

How We Use Your Information

- To build, deploy, and maintain your chatbot
- To process payments and manage your account
- To communicate with you about your service
- To improve our services and develop new features

How We Protect Your Information

- All data is transmitted over encrypted HTTPS connections
- Payment processing is handled entirely by Stripe — PCI DSS compliant
- We do not sell, rent, or share your business information with third parties
- Chatbot conversation data is anonymized and used only for service improvement
- We retain client data for 30 days after contract termination then permanently delete it

Third Party AI Services

Our chatbots are powered by Anthropic's Claude AI. Conversations with the chatbot may be processed by Anthropic in accordance with their privacy policy available at anthropic.com/privacy. By using our chatbot service you acknowledge and agree to Anthropic's data processing practices.

End User Data

Conversations between your customers and the chatbot are not permanently stored by Purple Snow AI. Conversation data is processed in real time and is not retained beyond the active session unless specifically required for the service.

11. ACCEPTABLE USE

The chatbot service may not be used for:

- Any illegal activity or in violation of any applicable law
- Harassment, abuse, or threatening behavior toward users

- Collecting personal information from users without proper consent
- Spreading misinformation or deceptive content
- Adult content, gambling, or any service that targets minors
- Spamming or unsolicited communications
- Impersonating any person, business, or organization

Violation of this section will result in immediate service termination without refund.

12. THIRD PARTY SERVICES

Our services rely on third-party platforms including Anthropic (AI), Vercel (hosting), Stripe (payments), and Calendly (booking). Purple Snow AI is not responsible for any outages, changes, or discontinuation of these third-party services.

If a critical third-party service permanently discontinues, Purple Snow AI will notify clients within 7 days and make reasonable efforts to migrate to an alternative service within 30 days.

13. DISPUTE RESOLUTION

In the event of a dispute both parties agree to first attempt resolution through good faith negotiation. If negotiation fails within 30 days, disputes shall be resolved through binding arbitration in the state of California.

The client waives the right to participate in a class action lawsuit against Purple Snow AI. All disputes must be brought individually.

14. GOVERNING LAW

These terms shall be governed by and construed in accordance with the laws of the State of California, United States, without regard to its conflict of law provisions.

15. MODIFICATIONS TO TERMS

Purple Snow AI reserves the right to modify these terms at any time. Clients will be notified of material changes via email at least 30 days before changes take effect. Continued use of the service after the effective date of changes constitutes acceptance of the new terms.

The most current version of these terms will always be available at purplesnow.ai/terms.

16. ENTIRE AGREEMENT

These Terms of Service and Privacy Policy constitute the entire agreement between Purple Snow AI and the client with respect to the subject matter herein and supersede all prior agreements, understandings, and representations.

If any provision of this agreement is found to be unenforceable, the remaining provisions will continue in full force and effect.

AGREEMENT & SIGNATURE

By making payment to Purple Snow AI the client acknowledges that they have read, understood, and agree to be bound by these Terms of Service and Privacy Policy in their entirety.

CLIENT SIGNATURE

DATE

PRINT NAME

BUSINESS NAME

Purple Snow AI Representative

DATE

Purple Snow AI | purplesnow.ai | hello@purplesnow.ai | Suisun, California | Last Updated: January 2026

This document was prepared by Purple Snow AI for use in client engagements. This is not legal advice. For complex legal matters consult a licensed attorney.