

Terms and Conditions

BOOTES Ai ("Provider") provides generative AI services for text, image, voice, and video creation to clients ("Client"). By engaging our services, the Client agrees to the following terms and conditions:

1. Service Description

Provider will deliver generative AI services as detailed in the service agreement or project documentation. The scope of services, including the type of AI generation (text, image, voice, video), will be agreed upon before commencement.

2. Performance and Warranties

Limitations of Generative AI: Client acknowledges that generative AI is a developing technology with inherent limitations. Text, images, voices, and videos generated by AI may require revisions to achieve the desired outcome. The number of revisions included in the service will be specified in the service agreement.

Provider strives to deliver generative AI services that are of high quality and accuracy. These standards will be further defined in the service agreement specific to the type of AI generation requested (text, image, voice, video).

3. Data Security and Confidentiality

Provider guarantees the confidentiality and security of all data shared with us during the course of providing services. We will implement appropriate measures to protect client data from unauthorized access or disclosure.

4. Timelines and Delivery

Provider commits to delivering generative AI services within the agreed-upon timelines as specified in the service agreement or project plan. Any delays will be communicated to the Client with reasons and a revised delivery schedule.

5. Intellectual Property

Client Ownership: Client owns the intellectual property rights associated with the generated content unless otherwise agreed upon in writing. Provider retains ownership of the underlying intellectual property to generate outputs.

Licensing Options: The service agreement may offer clients different licensing options for the generated content, such as standard usage rights or full ownership.

6. Client Responsibilities

Client agrees to:

Collaborate with Provider by providing necessary information, feedback, and access to data as required for successful service delivery.

Acknowledge the creative nature of the services and the possibility of needing revisions to achieve the desired outcome.

7. Acceptable Use Policy

The generated content cannot be used for any illegal or unethical purposes, including hate speech, violence, or defamation.

8. Termination and Refunds

Either party may terminate the engagement by providing written notice before the delivery of finalized generative AI services. In case of termination, the Client may request a refund of fees paid for unused or undelivered services.

9. Dispute Resolution

In the event of any disputes arising from these Terms, both parties agree to engage in good faith negotiations to reach an amicable resolution. If necessary, either party may seek mediation or arbitration to resolve the dispute.

10. Governing Law and Jurisdiction

These Terms shall be governed by the laws of South Africa. Any disputes arising from these Terms shall be subject to the exclusive jurisdiction of the courts in South Africa.

11. AI Principles

Provider is committed to using AI responsibly. This includes:

Socially Beneficial AI: We strive to provide generation services that will be used for positive purposes and avoids creating or reinforcing unfair bias.

Safety and Accountability: AI models are designed and tested for safety.

Transparency and Explainability: We aim to provide clients with simple, helpful explanations about how the AI generation works.

12. Entire Agreement

These Terms and Conditions, along with the Service Agreement, constitute the entire agreement between Provider and Client regarding the generative AI services.

By engaging our services, the Client acknowledges that they have read, understood, and agreed to these Terms and Conditions.