Terms and Conditions

This Agreement of TERMS AND CONDITIONS of service directly govern the receipt, access, and utility of everything provided by "MESSAGE REPLY" to the User/Customer/Visitor/Client/Consumer by –

(A) Any purchase of subscription access to the service(s) through an online payment system (Bank/MFS) that directly/indirectly references this agreement.

(B) Signing up for a free or paid plan for the available service(s) through any platform that references this agreement.

(C) Clicking a box indicates acceptance of the agreement bound by all the Terms and Conditions of a User/Customer/Visitor/Client/Consumer.

PLEASE NOTE: **'CUSTOMERS'** in this agreement refers to the person(s), business(s), and/or company(s) to pay for a selected "**MESSAGE REPLY**" Subscription Plan. **'USERS'** in this agreement refers to the clients of the **'CUSTOMERS'** who won't be contacted with "MESSAGE REPLY" in any way. Instead, **'CUSTOMERS'** will serve their distinctive '**USERS**' using "**MESSAGE REPLY**" 's service(s).

Individuals who accept this agreement can do so on behalf of a company/business and other legal entity. Such individuals must provide informed consent that they have the "**AUTHORITY**" to represent and bind the entity along with the "**AFFILIATES**" to this agreement.

For individuals to accept this agreement doesn't have such authority or the entity doesn't agree with the "Terms and Conditions", the individuals in question must deny the acceptance of this agreement. And the entity will not be eligible to use available service(s).

Everything mentioned right above features the meaning set forth herein. The involved person or party to choose "MESSAGE REPLY" at this moment agrees as follows –

01.   The Service

1.1 Service Description
"MESSAGE REPLY" is a cloud-based artificial intelligence service. It offers corporate-level customer service, sales, and user engagement chatbots. A user submission is anything a Customer sets up, changes, uploads, and/or uses in some other way through the service. The Customer is the only one responsible for all user submissions within the service. Section 8.2 in this agreement has further information about user submissions. Meanwhile, '"MESSAGE REPLY Content" refers to any templates, scripts, instructions, or other materials accessible with the

service(s), allowing Users to apply them for solutions. People who buy the service won't get a copy of the software or access to the code or software (any private segment) that runs "MESSAGE REPLY".

1.2 Customer's Subscription

Under the rules of this agreement, Customers can buy a subscription from the available options and use it as described in one or more ordering screens that both parties agree to on the "MESSAGE REPLY" website or service portal. These screens reference this agreement and explain the business terms for the Customer's subscription. All subscriptions are applicable for the time stated in the order (Subscription Period). Access to and use of the purchased service is only allowed by people authorized by the Customer and only for the internal business reasons of the Customer and no one else.

1.3 "MESSAGE REPLY" Ownership

The proprietary ownership owns everything featured in "MESSAGE REPLY" (Service, Software, Content, Document, and others). Anything within the platform with value towards Customers is called '"MESSAGE REPLY" Materials.' It also owns all the rights, titles, and interests (including every intellectual property right) in and to the "MESSAGE REPLY" Materials, all related and underlying technology, and any updates, improvements, changes, or fixes to those things. The ownership also covers all derivative works of or changes to those things. This agreement doesn't give any suggested licenses, and "MESSAGE REPLY" keeps any rights that aren't explicitly given to the Customer.

1.4 Permissions

The service settings can be changed so a User can approve other Users doing different things within the platform (Permissions). Setting and managing all permissions is the Customer's sole duty. It includes choosing which Users can set those permissions. Therefore, "MESSAGE REPLY" is neither in charge of handling permissions nor is responsible for the permissions set by the Customers and Users.

The Customer can give its Affiliates Access to the service(s). If they do, those Affiliates will also have all the rights and responsibilities of this agreement. The Customer promises that it will be held fully responsible for any violations of this agreement by its Affiliates and that it has the power to negotiate this agreement on behalf of its Affiliates.

The Customer is also in charge of all payments due under this agreement, even if the service is used by someone other than the Customer or its Affiliates. If an Affiliate wants to claim "MESSAGE REPLY", the Customer, not the Affiliate, must do so. A party's 'Affiliate' is any organization that is directly/indirectly controlled by, under the control of, or connected to that party.

02.   Restrictions

2.1 Customer's Responsibilities

If someone gets into the Customer account or a User's account without permission, that person is directly responsible for what they do. The only time this doesn't apply is when the service itself is not secure. The Customer is responsible for ensuring that all its Users understand and follow the rules and obligations set out in this agreement. If a User breaks these rules, the Customer will be held responsible.

2.2 Use Restrictions

The Customer agrees not to –

(a) change, translate, copy, or make new works based on the service(s).

(b) reverse engineer, decompile or try to find the source code or underlying ideas unless allowed by law.

(c) sublicense, sell, rent, lease, distribute, or otherwise make money off of the service(s).

(d) remove proprietary notices from the service(s).

(e) break the law by using the service(s).

(f) try to get into the service(s) without permission or cause problems.

(g) use the service(s) to support products that compete with "MESSAGE REPLY".

(h) test the service's weakness without permission.

If the Customer's use of the service seriously hurts "MESSAGE REPLY" or the service's security or integrity, "MESSAGE REPLY" may stop the Customer's access to the service. They will do what they can to let the Customer know and fix the problem immediately.

2.3 API Access Restrictions

As part of the service, "MESSAGE REPLY" may grant its Customers access to APIs. "MESSAGE REPLY" can set and maintain limits on how much the APIs can be used, and the Customer agrees always to follow those limits. "MESSAGE REPLY" can also stop or restrict access to the API at any time.

03.   Third-Party Services

The service(s) may work with third-party apps, services, or goods that "MESSAGE REPLY" doesn't own or manage. Customers can choose to use these Third-Party Services along with "MESSAGE REPLY" services if they want to. If the service needs to be integrated with a Third Party, buyers must give "MESSAGE REPLY" their login information so that the platform can provide, allow, and/or integrate its service(s).

As a condition of using Third-Party Services, Customers must confirm that they're authorized to give this information without breaking any rules. Third-Party Services aren't backed by "MESSAGE REPLY" in any way. Users must agree that this agreement doesn't cover the use of Third-Party Services and that they may need to sign different contracts with the service providers.

Concerning Third-Parties, "MESSAGE REPLY" expressly disclaims all warranties and guarantees. Any refund claims or other disagreements must be sent directly by the Customers to the Third-Party Service providers. The Customer takes all the risks when they use Third-Party Services. "MESSAGE REPLY" isn't responsible for any problems that may happen when Customers/Users use or try 3rd party services.

04.   Financial Terms

4.1 Fees
Customers must pay the amounts listed in the order to access and use the services mentioned in premium plans (Fees). All Fees will be charged in the currency written on the order or in BDT (Bangladeshi Taka) if no currency is written. Customers can't get out of making payments, and Fees aren't refunded unless this agreement says otherwise. In its sole judgment, "MESSAGE REPLY" can change/alter its Fees. Customers can reject or discard renewals upon altered/changed Fees.

4.2 Payment
If a Customer gives "MESSAGE REPLY" their credit card or ACH payment information, the company will bill them for the Fees. It can happen directly or through a Third-Party Payment Provider (Payment Processor). If a Customer places an order, "MESSAGE REPLY" can charge their credit card or ACH payment method for any services given, even recurring fees.

The buyer is responsible for ensuring that "MESSAGE REPLY" has up-to-date and correct information about their credit card or ACH payment. If Customers don't provide the correct info, access to the services may be temporarily blocked. "MESSAGE REPLY" can also take any fee the Customer owes off their accounts. There'll be extra rules and a Privacy Policy for payments made by a Payment Processor.

If Payment Processors make a mistake or don't include something, "MESSAGE REPLY" isn't responsible. "MESSAGE REPLY" can fix the Payment Processor's mistakes, even if they've already been asked for or received payment. If the Customer accepts an order, regular charges will be made to payment methods. This will happen until the Customer ends this agreement or changes their payment method.

4.3 Taxes
Taxes, Levies, Duties, and other similar Government Payments, such as Value-Added, Sales, Use, or Withholding Taxes, aren't included in Fees. 'Taxes' refers to all these things together all

across "MESSAGE REPLY". Customers are responsible for paying all the taxes that come with what they buy.

When "MESSAGE REPLY" has to pay or collect taxes that the Customer is responsible for, it'll send an invoice to the Customer for those taxes. The Customer should show a valid Tax Exemption Certificate approved by the right taxing body. To be clear, "MESSAGE REPLY" is the only one that has to pay taxes on its income, property, and workers.

4.4 Failure to Pay
Customers who don't pay their Fees on time may be unable to use the service(s) until all the unpaid amounts are paid. If the first attempt to charge the Customer's account/card fails, "MESSAGE REPLY" can try charging the card again. If a Customer thinks they were billed wrong, they need to contact "MESSAGE REPLY" within fifteen (15) days of the first bill that shows the mistake to ask for a refund or adjustments. When "MESSAGE REPLY" gets a disagreement notice, they will review it and send the Customer a written decision with evidence to back it up. It means that the Customer must pay the amounts billed within ten (10) days of getting "MESSAGE REPLY" 's written decision.

05.   Term and Termination

5.1 Agreement Terms and Renewals
Customers can use the "MESSAGE REPLY" service(s) starting on the date listed on the purchase order (Subscription Start Date) and for as long as the subscription lasts (Subscription Period). They can choose not to renew their payment period by sending a "MESSAGE REPLY" message (as long as "MESSAGE REPLY" confirms the cancellation in writing) or by changing their payment settings in the service.

This agreement starts on the first day of the Subscription Period and stays in effect as long as the order specifies the Subscription Period. It includes any renewals of the Subscription Period and as long as the Customer uses the service(s), even if they're not under a paid order (Term). Either party can end this agreement anytime, and all orders can be ended immediately.

Should a Customer cancel or choose not to renew their paid subscription to the service(s), they can still access their subscriptions, but it'll automatically be downgraded to the 'Free Version' of the service(s). If either "MESSAGE REPLY" or the Customer ends this agreement or deletes their profiles or account within the service(s), they can no longer use the Free Version.

5.2 Termination
Either party can break this agreement with written notice delivered to the other party. It's applicable when the other party makes some grave mistake or conducts severe wrongdoing and doesn't fix it within fifteen (15) days of receiving the notice. "MESSAGE REPLY" can tell a Customer anytime they no longer need to use the Free Version.

5.3 Effect of Termination

If the Customer ends this agreement because "MESSAGE REPLY" has breached it and has not been fixed, "MESSAGE REPLY" will refund any prepaid fees that haven't been used for the rest of the ongoing Subscription Period. If "MESSAGE REPLY" ends this agreement because the Customer hasn't fixed a breach, the Customer will pay any unpaid fees for the current subscription even after the termination.

Customers will still have to pay any fees owed to "MESSAGE REPLY" for the time before the end date. All rights and freedoms that "MESSAGE REPLY" gave the Customer will end right away when the agreement is terminated, and the Customer will no longer be able to use the service(s).

If the Customer asks for termination or if the Customer deletes their workspace in the service(s) within fifteen (15) days of being fired for cause, "MESSAGE REPLY" will delete their user information, including passwords, files, and uploads (unless they ask for the info to be deleted earlier in writing).

"MESSAGE REPLY" may keep user submissions and user information for Customers who are using the Free Version so that they can keep using it. If an account isn't used for more than one (1) year, "MESSAGE REPLY" may delete all user submissions and user information by default.

5.4 Survival

The parts of this agreement that say "General Terms," "Warranty Disclaimer," "Limitation of Liability," "Data," "Confidentiality," and "Ownership of "MESSAGE REPLY" will stay in effect even if this agreement ends or runs out.

06.   Warranties and Disclaimers

6.1 Warranties

Customers represent and warrant that all user submissions submitted by Users comply with all the applicable laws, rules, and regulations.

6.2 Warranty Disclaimer

Aside from what is stated directly in this document, the services and all related parts and information are offered 'as is' and 'as available' without warranties. "MESSAGE REPLY" disclaims all warranties, whether expressed or implied, including merchantability, fitness for a particular purpose, and non-infringement. Customers agree that "MESSAGE REPLY" doesn't promise that the services will be uninterrupted, on time, safe, or error-free. Some places don't let Customers get rid of certain warranties, so the disclaimers might not apply if they're against the law.

07.   Limitation of Liability

No matter what the applicable law says/implies, "MESSAGE REPLY" won't be responsible for any direct, special, incidental, or consequential damages, including the ones emerging/resulting from using and/or accessing the services, interruption, delay, or inability to employ the service(s), lost revenues or profits, loss of business and/or goodwill, data corruption, or system failures.

"MESSAGE REPLY" 's total responsibility won't go over the total fees paid or due by the Customer for the service in the twelve (12) months before the claim. It doesn't matter if "MESSAGE REPLY" was told about the possibility of these damages; these limitations still stand.

08.   Confidentiality

8.1 Definition

The person receiving the information (Receiving Party) knows that the person disclosing the information (Disclosing Party) may share business, technical, or financial information about the Disclosing Party's operations that should be kept secret because of how it was shared (Confidential Information).

For "MESSAGE REPLY", 'confidential information' about the service's features, functions, and performance is not available to the public. For Customers, user information and user submissions are confidential. Both sides consider this agreement and all orders with it confidential information.

Some things that aren't confidential are –

(a) information that is made public without breaking any duty to the Disclosing Party.

(b) information that was known to the Receiving Party before the Disclosing Party disclosed it without breaking any duty.

(c) information that is received from a third party without breaking any duty.

(d) information that the Receiving Party created without using the Disclosing Party's Confidential Information.

8.2 Protection and Use of Confidential Information

The Receiving Party must –

(a) keep the Disclosing Party's Confidential information safe with at least the same level of care it uses for similar information, but not less than a reasonable level of care.

(b) only let employees, affiliates, subcontractors, agents, consultants, legal advisors, financial advisors, and contractors (Representatives) who need to see the Confidential Information for this agreement's purposes and are bound by similar confidentiality obligations as those in this agreement.

(c) not give any Confidential Information to third parties without written permission from the Disclosing Party unless this agreement says otherwise.

(d) use the Confidential Information only to do what this agreement says.

This doesn't stop possible investors or buyers from talking about the terms of the agreement or the other party's name as long as they follow standard confidentiality rules.

8.3 Compelled Access or Disclosure
The Receiving Party can see or share the Disclosing Party's Confidential Information if required by law, as long as it tells the Disclosing Party ahead of time (if legally allowed) and provides reasonable help at the Disclosing Party's cost if the Disclosing Party wants to fight the disclosure.

8.4 Feedback
Customers may sometimes give Feedback on the service (Feedback). "MESSAGE REPLY" could decide to use this Feedback. Customers give "MESSAGE REPLY" a worldwide, royalty-free, irrevocable, fully transferable, and sublicensable license to use, disclose, modify, derive, works, distribute, display, and exploit any Feedback as "MESSAGE REPLY" sees fit, without any obligation or restriction. The only thing that "MESSAGE REPLY" has to do is not credit the Customer as the source of the Feedback.

09. Data

9.1 User Information
To use the service(s), Customers and their Users must provide details like names, email addresses, usernames, and other relevant technical information. This is 'User Information.' As part of using the service(s), Customers give "MESSAGE REPLY" and its contractors permission to keep, process, and get user information. Customers promise that they have the legal right to provide "MESSAGE REPLY" user information so that it can be used as stated in this agreement. Users are responsible for their user information and any use of their passwords without their permission.

9.2 User Submissions
Customers only give "MESSAGE REPLY," a global, royalty-free, transferable license to use, process, and show user submissions to provide the service. Customers own all rights to user submissions, not just the ones listed here. This agreement doesn't give them any other rights.

9.3 Service Data
When a Customer uses the service, "MESSAGE REPLY" gathers information about how well it works and how it performs (Service Data). Provided Service Data is collected and made

anonymous to reveal no personal information. "MESSAGE REPLY" is free to use this data however they want. Service Data is owned by "MESSAGE REPLY", but it won't say that Customers or Users are the source.

9.4 Data Protection
"MESSAGE REPLY" uses sensible security measures to keep Customer Data safe (data such as user information and submissions). Customers are still in charge of keeping their tools and data secure. "MESSAGE REPLY" handles all Customer Data in line with its Privacy Policy.

10.   General Terms

10.1 Publicity
Suppose the Customer gives written permission for "MESSAGE REPLY" beforehand. In that case, they can use and show the Customer's name, image, trademarks, or service marks on their website and in their marketing materials. This is an excellent way to show off "MESSAGE REPLY"'s Clients and Users without risking private information or customer privacy rights.

10.2 Force Majeure
"MESSAGE REPLY" isn't responsible if it fails to do what it's supposed to do or takes too long to do it because of things that are out of its control, such as problems with Third-Party Hosting or utility providers, strikes (except for those involving "MESSAGE REPLY"'s employees), riots, fires, natural disasters, wars, terrorism, or actions by the government. "MESSAGE REPLY" is protected by these conditions against unplanned events that keep it from meeting its service responsibilities.

10.3 Changes
"MESSAGE REPLY" knows that its service is a living and changing offering based on subscriptions. The platform can change the service(s) at any time to improve the experience. The chatbot promises that it won't significantly reduce the core features it offers Customers.

"MESSAGE REPLY" can also change the terms of this agreement at any time, as long as Customers are told at least fifteen (15) days in advance and the changes are marked, such as on the terms page of the "MESSAGE REPLY" website.

10.4 Relationship of the Parties
This agreement doesn't turn "MESSAGE REPLY" and the Customer into a partner, franchisee, joint venture, agency, trustee, or employee. Both sides are independent contractors, which means they can run their businesses and make their own decisions while working together under this agreement.

10.5 No Third-Party Beneficiaries

"MESSAGE REPLY" and the Customer are the only ones who can agree to this. It is not meant to help a Third Party, and that party won't be able to directly/indirectly enforce any of its rules. This section clarifies what the agreement should cover, limiting each party's duties and advantages.

10.6 Email Communications

"MESSAGE REPLY" may send notices through the service(s) instead of email, but emails will be used for notices under this agreement. Notices sent to the chatbot must be sent to a specific email address. Notices sent to Customers will be sent to the email addresses they provide through the service(s). If a Customer emails a notice, it is delivered the next business day. If the Customer uses the service(s), it'll be treated as delivered the same day.

10.7 Amendment and Waivers

Changes to this agreement won't take effect unless they're made in writing and signed/acknowledged by people authorized by both sides. If one party doesn't use a right granted by this agreement on time, that party won't be seen as waiving that right. Also, waivers must be in writing and signed by the person giving the release.

10.8 Severability

If a court decides that any part of this agreement is illegal or not enforceable, that part will only be changed as much as is needed to make it legal or enforceable. All other parts will stay in full force. This section makes sure that the agreement can still be used even if some of its parts are changed.

10.9 Assignment

Neither party can give or assign their rights or duties under this agreement without the other party's written permission first. However, "MESSAGE REPLY" can do so without consent in case of a merger, acquisition, company reorganization, or sale of substantially all assets. No assignment will be valid if it is not approved. This agreement binds and helps the parties, even their heirs and/or authorized assigns.

10.10 Governing Law and Venue

The governing and applicable laws of the People's Republic of Bangladesh will apply to this agreement, except for its rules on conflicts of laws. If there is a disagreement about this agreement, it will be settled in the District Judicial Court in Dhaka, Bangladesh.

Both parties agree that the court has the power to hear the case. If there is a disagreement under this agreement, there is no right to a trial by a jury. The person or group that wins an enforcement case should get their reasonable costs and attorney fees back.

10.11 Entire Agreement

This agreement and any related papers and orders are the only agreement between "MESSAGE REPLY" and the Customer. It replaces all other agreements, discussions, and understandings of any kind. This ensures that everyone knows exactly what they are supposed to do and what they expect from each other.