



## TradieAssistance – Terms of Service

Welcome to TradieAssistance. These Terms of Service govern your access to and use of our website and services, including receptionist service, call handling, message taking, appointment management (if applicable), and Frequently Asked Question (FAQ) support. By accessing or using our service, you agree to be bound by these Terms.

### 1. Services Provided

- TradieAssistance provides AI-powered voice agents for phone conversations, significantly reducing the number of missed calls by Tradies and improving customer service.
- Our services are subject to the terms and conditions outlined in this document.

### 2. Changes to Terms

- We reserve the right to modify these Terms at any time.
- We will notify users of any changes by posting the new Terms on this site.
- Your continued use of the service after such changes constitutes your agreement to the new Terms.

### 3. Access & Usage Scope

Your monthly subscription and pay-per-minute fees grant access to the TradieAssistance AI receptionist service, including:

- Call answering & message taking, both on behalf of the number dialled
- Basic FAQ support
- Appointment scheduling (if integrated)

### 4. Auto-renewal

At the end of your current term (monthly) your products will auto-renew. Your current term will automatically renew, unless you tell us that you don't want to renew by emailing [admin@tradieassistance.com](mailto:admin@tradieassistance.com), but any outstanding fees must be paid prior to disconnection of your service.

### 5. User Conduct

- You agree to use the service only for lawful purposes and not to use the service for any illegal or unauthorised purpose.

### 6. Account Registration and Use

- To access certain features of our service, you may be required to create an account.
- You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

### 7. Privacy Policy

- Our Privacy Policy, which describes how we handle personal data, is available on our website and forms part of these Terms.



## 8. Payment & Activation

- Tradespeople approve their monthly subscription activation and securely save their card details via Stripe.
- No pay-per-minute charges are made until your TradieAssistance AI receptionist is fully set up, your account details are emailed to you, and you leave your phone ringing more than 3 or 4 times – which will be discussed with you during set up time – so that the call is forwarded to your unique TradieAssistance AI.
- On a monthly basis fees based on actual usage will then be charged via Stripe.
- Failed payments will be retried up to three (3) times. Continued failure may result in service suspension until payment is resolved.

## 9. System Updates & Customisation

- **System Updates:** Your monthly subscription fee includes system upgrades, bug fixes, and security enhancements to ensure compatibility and reliability. These updates do not alter your workflow or setup.
- **Custom Requests:** Changes outside the original setup scope (e.g., new workflows, custom features, calendar or CRM integrations) may incur additional fees. All such work will be quoted and approved in writing before implementation.

## 10. Changes to Service

- We reserve the right to withdraw or amend our service, and any service or material we provide via the service, in our sole discretion without notice.

## 11. Service Performance

- TradieAssistance aims for high reliability and minimal downtime.
- Some interruptions may occur due to third-party service dependencies (e.g., telephony and internet providers). In such cases, we will act promptly to resolve issues and keep you informed.
- TradieAssistance is not liable for disruptions caused by third-party services outside our control.

## 12. Support & Communication

- You receive direct access to our support team via a dedicated WhatsApp chat.
- Support is available during standard New Zealand business hours.

## 13. Data Privacy & Compliance

- TradieAssistance is built with privacy in mind and aligns with major data protection standards, including the New Zealand Privacy Act 2020, GDPR, and HIPAA (where applicable).
- However, it is your responsibility to ensure the use of the AI receptionist complies with local privacy, consent, and data handling laws in your region or industry.
- You are also responsible for informing your customers or patients that their calls may be answered by an AI receptionist, if and where disclosure is required by law.

## 14. Cancellation Policy / Termination

- You may cancel your service at any time by emailing [admin@tradieassistance.com](mailto:admin@tradieassistance.com), but any outstanding fees must be paid prior to disconnection of your service.



- Cancellation takes effect immediately upon receipt of outstanding fees, provided a cancellation request has been emailed also.
- We do not provide refunds if you decide to stop using the TradieAssistance subscription during your Subscription Term.
- We may terminate or suspend access to our service immediately, without prior notice or liability, for any reason, including without limitation if you breach the Terms.

## **15. Intellectual Property**

- All intellectual property rights in the service and its content are the exclusive property of TradieAssistance or its licensors.

## **16. Third-Party Services**

- Our service may contain links to third-party websites or services that are not owned or controlled by TradieAssistance.
- We have no control over, and assume no responsibility for, the content or practices of any third-party websites or services.

## **17. Disclaimer and Limitation of Liability**

- The service and its content are provided "as is" without warranty of any kind.
- In no event will TradieAssistance Limited, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from your access to or use of or inability to access or use the service.

## **18. Governing Law**

- These Terms shall be governed by and construed in accordance with the laws of New Zealand, without regard to its conflict of law provisions.

## **19. Contact Us**

- For any questions about these Terms, please contact us at [admin@tradieassistance.com](mailto:admin@tradieassistance.com), Auckland, New Zealand.

By signing up the TradieAssistance service, you agree to the above Terms of Service and authorise TradieAssistance Limited to process payments via Stripe.