End User License Agreement (EULA)

Last updated: November 12, 2026 · Gadget Guy Media LLC

This End User License Agreement ("EULA") covers software that Gadget Guy Media LLC ("Gadget Guy Media," "we," "us") builds and hosts for a client business (the "Client"), such as a Gadget Guy AI Front Desk chatbot, a custom web app or an automation (the "Licensed Software"). It applies to the Client and to the people who use the Licensed Software through the Client, such as its staff and website visitors ("Users"). It's part of our Terms of Service, and if they conflict, a signed written agreement with the Client controls first, then these Terms, then this EULA.

1. Ownership

- **Client-owned:** once the build is paid in full, the Client owns the custom code, designs, configuration and content we created specifically for it, as described in our Terms.
- **Gadget Guy Media components:** we keep ownership of our pre-existing tools, templates, libraries and hosting setup used in the Licensed Software ("GGM Components"), and grant the Client a non-exclusive, perpetual license to use them as part of its project.
- **Third-party components:** open-source and third-party components remain under their own licenses.

2. License to use the hosted software

While we host the Licensed Software for the Client, we grant the Client a non-exclusive, non-transferable license to access and use it for the Client's own business, and to let its employees, contractors and website visitors use it for that purpose. Users may use the Licensed Software only as the Client makes it available to them.

3. Restrictions

The Client and Users may not:

- copy, decompile or reverse-engineer GGM Components, or resell or sublicense them as a standalone product;
- use the Licensed Software for anything unlawful, deceptive, harassing or harmful, or to send spam;
- try to break, overload or get around the security of the Licensed Software or our hosting, or run security tests without our written permission;
- use it to collect sensitive information, such as protected health information (PHI), payment card numbers or Social Security numbers, unless we've agreed in writing that it's built for that;
- remove notices that tell Users they're talking to an AI.

4. AI output

Chatbots and AI features are set up to answer from information the Client approves, but AI can still be wrong or incomplete. Their answers aren't professional (medical, legal, financial or similar) advice. Users should confirm important details directly with the Client. The Client is responsible for keeping its information accurate and for how it uses the output.

5. Client's responsibilities to its Users

The Client is responsible for giving its Users any privacy notices and consents required by law, and for how it uses the information its Licensed Software collects. Unless we agree otherwise in writing, the Licensed Software isn't HIPAA compliant and isn't covered by a Business Associate Agreement, so healthcare clients must use it for non-medical questions only.

6. Data

- **Client data belongs to the Client:** we process it only to host, maintain and support the Licensed Software, and as described in our Privacy Policy.
- **Chat history:** unless the Client asks us to keep chat history, chatbots we build don't save conversations. Requests a chatbot collects (like a name and callback number) are sent to the Client as configured.
- **AI providers:** messages may be processed by third-party AI model providers to generate replies, under those providers' terms.
- **When hosting ends:** the Client can ask for an export of its data within 30 days. After that, we delete it from our hosting, except where we need to keep records by law.

7. Updates and maintenance

Basic maintenance includes keeping the hosting running, applying security and dependency updates, and fixing things that break. We may update the Licensed Software and GGM Components for security, reliability or compatibility, and we won't make changes that reduce agreed functionality without telling the Client. Content updates and new features are covered by care plans or quoted separately.

8. Availability

We use reasonable efforts to keep hosted software available, but we don't guarantee uninterrupted service. Outages can be caused by maintenance, third-party providers or events outside our control. We'll try to schedule maintenance at quiet times.

9. Term and termination

The license to use the hosted service lasts while the Client's free hosting period, hosting plan or care plan is active, and ends if the plan is cancelled or stays unpaid as described in our Terms. If the build has been paid in full, we'll give the Client a copy of its client-owned code and content on request, so it can host the software elsewhere. GGM Components remain licensed to the Client as part of that code.

10. Disclaimers and liability

The warranty disclaimer and limitation of liability in our Terms of Service apply to the Licensed Software. To the fullest extent permitted by law, Users use the Licensed Software as provided, and Gadget Guy Media has no liability to Users beyond what the law requires.

11. Governing law

This EULA is governed by the laws of the State of Tennessee, USA, and disputes will be resolved in the state or federal courts serving Sumner County, Tennessee.

12. Contact

Questions about this EULA? Email info@gadgetguymedia.com.