Terms of Service

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

These Terms of Service ("Terms") govern your use of gadgetguymedia.com (the "Site") and the services provided by Gadget Guy Media LLC ("Gadget Guy Media," "we," "us"). By using the Site, booking or paying for a service, you agree to these Terms. Our Privacy Policy, Return & Refund Policy and End User License Agreement (EULA) are part of these Terms.

1. Our services

Gadget Guy Media is a one-person AI and web studio based in Gallatin, Tennessee. Current services and published prices include:

- **Free Local AI Audit:** a free, no-obligation review of a business's website, listings and AI search visibility, delivered as a written report.
- **Build Blueprint ($297):** a 30-minute call plus a detailed project plan (PDF) and fixed quote. The fee is credited in full to a build started within 90 days.
- **Gadget Guy AI Front Desk: Website Chatbot ($1,500):** a one-time, fixed-price website chatbot build, including one year of basic hosting and maintenance.
- **Custom builds and automation:** AI tools, web apps and automations, priced per project in a written quote.
- **AI coaching ($75 per hour):** one-on-one sessions over video call, paid in advance.
- **Hosting ($75 per month) and care plans (Basic $199, Growth $349, Partner $499 per month):** optional ongoing services that start after any included free hosting period.

Prices may change, but the price in your written quote, invoice or checkout applies to that purchase. The specific scope, deliverables and timeline for a build are agreed in writing (a quote, proposal, invoice or email) before work begins.

2. Free audits and consultations

The free Local AI Audit and any introductory call are free and carry no obligation. They don't create a client relationship. A client relationship begins only when we both confirm scope and payment terms in writing, or when you complete a paid checkout.

3. Scope and changes

Work outside the agreed scope is a change request. We'll tell you if a request changes the price or timeline before doing it, and won't charge for out-of-scope work you haven't approved.

4. Payment

- **Processing:** payments are processed by Stripe. We never see or store your full card number.
- **Builds:** invoices are due on receipt unless the quote says otherwise. Larger projects may be split into milestones, each invoiced separately.
- **Coaching:** sessions are paid in advance at checkout.
- **Taxes:** prices don't include sales tax. Where tax applies, it's added at checkout or on the invoice.
- **Late payments:** invoices more than 15 days past due may incur a service charge of 1.5% per month (or the maximum allowed by law, if lower), and active work may be paused until the balance is paid.

5. Hosting, care plans and recurring billing

- **Free first year:** where a build includes free hosting (for example, the Gadget Guy AI Front Desk), the free period runs for 12 months from the go-live date.
- **After the free period:** hosting continues at $75 per month, or at the price of the care plan you choose instead. Every care plan includes hosting. The plan is agreed at the end of the free year, and billing starts then.
- **Automatic renewal:** hosting and care plans are billed monthly in advance through Stripe and renew automatically each month until cancelled. If you save a card during the free period, you won't be charged until the free period ends. We'll email you a reminder about 30 days before the first charge.
- **Cancelling:** you can cancel anytime from the billing portal at gadgetguymedia.com/billing or by emailing us. Cancellation takes effect at the end of the current billing period.
- **Failed payments:** if a payment fails, we'll let you know and Stripe will retry it. If it stays unpaid for more than 15 days after we notify you, we may suspend hosting until it's resolved.
- **Price changes:** we'll give you at least 30 days' notice by email before changing the price of an active plan.

6. Third-party usage costs

Some builds rely on paid third-party services, such as AI model providers. Unless your quote says otherwise, usage fees for those services are billed separately at cost, with no markup, and aren't included in the build or hosting price. Any estimate we give for these fees is an estimate, not a quote.

7. Refunds

Refunds are covered by our Return & Refund Policy at gadgetguymedia.com/refunds.

8. Your responsibilities

- Provide accurate information, content and access in a timely way, and respond to questions and approvals within a reasonable time. Delays on your side may extend the timeline.
- Only give us material you have the right to use, and make sure the business information a chatbot answers from (hours, prices, policies) is accurate and up to date.
- Don't use our services for anything unlawful, deceptive or harmful.
- Healthcare and other regulated businesses: unless we agree otherwise in writing, the chatbots we build are not HIPAA compliant and are not covered by a Business Associate Agreement. They must be used for non-medical questions only, and you're responsible for telling visitors not to share protected health information (PHI) in chat.

9. Intellectual property

- **What you own:** once you've paid in full, you own the custom code, designs and content we create specifically for you.
- **What we keep:** we keep ownership of our pre-existing tools, templates, libraries, methods and know-how. You get a non-exclusive, perpetual license to use them as part of your project.
- **Third-party components:** some deliverables include open-source or licensed third-party components, which are governed by their own licenses.
- **Hosted software:** use of software we host for you is also governed by our EULA.

10. Portfolio and case studies

Unless you ask us not to in writing, we may show your business name, logo, screenshots and a description of the work in our portfolio after launch. We'll ask for your approval before publishing a detailed case study with results.

11. Confidentiality

We'll each treat non-public information shared during a project as confidential and use it only to deliver the services.

12. AI output

AI systems can make mistakes. Chatbots and AI tools we build are set up to answer from information you approve, but they can still be wrong or incomplete. They don't provide professional (medical, legal, financial or similar) advice. You're responsible for reviewing how they're configured and for decisions made using their output.

13. Warranty disclaimer

Except for the post-launch fix periods described in your quote, the Site and services are provided "as is" and "as available," without warranties of any kind, express or implied, including merchantability, fitness for a particular purpose and non-infringement. We don't guarantee any particular business result, search ranking, traffic or revenue.

14. Limitation of liability

To the fullest extent permitted by law, our total liability for any claim arising from these Terms, the Site or our services is limited to the amount you paid us in the 12 months before the claim. We're not liable for indirect, incidental, special, consequential or punitive damages, or for lost profits or data.

15. Indemnification

You agree to defend and indemnify Gadget Guy Media against third-party claims arising from content or materials you provide, or from your use of the services in violation of these Terms or the law.

16. Third-party services

Our services integrate with third-party platforms such as Stripe, SendGrid, Google, AI model providers and our hosting providers. We're not responsible for their outages, policy changes or price changes, although we'll work with you to handle them.

17. Ending an engagement

Either of us may end a project with written notice. You agree to pay for work completed up to that date. Sections on payment, intellectual property, confidentiality, disclaimers and liability survive termination.

18. Governing law

These Terms are governed by the laws of the State of Tennessee, USA, without regard to conflict-of-law rules. Any dispute will be resolved in the state or federal courts serving Sumner County, Tennessee.

19. Changes to these Terms

We may update these Terms from time to time. We'll change the "Last updated" date when we do, and email active clients about material changes. Changes don't affect purchases already made.

20. Contact

Questions about these Terms? Email info@gadgetguymedia.com.