

# **Bullet Brava: Al Powered Assistant**

Terms & Conditions



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#### Introduction and aims

Bullet Digital Solutions & Bullet AI are trading names of Red Bullet Web Development Ltd (the "Company") will enter into an agreement with the "Client" and this agreement will be dated and cover a clearly stated period. Bullet Brava is the AI powered assistant delivered by the team at Bullet AI, a division of Bullet Digital Solutions.

By using Bullet Brava, you, The Client, are agreeing to be bound by the terms and conditions of use ("Terms of Service"). These are listed below but also form part of your agreement with Bullet Digital Solutions.

Violation of any of the terms below may result in termination of your agreement.



### **Agreement Format**

An agreement will be prepared between Bullet Digital Solutions and the Client. This will include our standard terms but might include additional clauses, annexes or referenced documentation. All parties will have a chance to review and approve the agreement before signing.

# Variation

Any variation to the signed agreement between Bullet Digital Solutions and the client will only be permitted if all parties agree in writing around that variation.

# **Price & Payment**

Final pricing and payment milestones will form part of the agreement between the Client and Company. Company invoices will be raised in accordance to those agreed milestones and should be settled by the Client within the 30 day payment terms on the invoice.

# **Account Terms**

You are responsible for your Bullet Brava administration dashboard account login credentials (email & password) and maintaining the security of these. The Company cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

You are responsible for all knowledge and content added to Bullet Brava and activity that occurs within your account area.

You may not use Bullet Brava for any illegal purpose or to violate any laws (including but not limited to copyright laws).

Your login may only be used by one person – a single login shared by multiple people is not permitted.



## **Cancellation and Termination of your Account**

Should you wish to cancel your account, please first contact team@bulletdigitalsolutions.co.uk. Once cancellation has been agreed, all your data will become read-only. After 12 months, all this data (including uploaded knowledge & resources) will be permanently deleted from all backups and logs. This information can not be recovered once it has been permanently deleted. If you would like it deleted sooner, we can facilitate that.

If you cancel Bullet Brava before the end of your current agreement period, your cancellation will take effect immediately (or on the agreed date). But we will not be able to refund any unused pro-rata'd time remaining within that paid agreement period.

## **Modifications to Features & Services**

The Company reserves the right at any time and from time to time to enhance any part of Bullet Brava with prior notice. There will be a need to deploy new releases of the tool periodically. These releases will include necessary security updates, error fixes and feature enhancements. The Company will always communicate new releases to the Client and ensure any downtime during release is minimised and scheduled around periods of low usage.

If the Client has requests for improvements to Bullet Brava, they are invited to raise this with their account manager or through support channels. We will always consider suggestions and strive to improve our tools around real user feedback and usage.



#### **Copyright and Content Ownership**

All content, resources & knowledge posted within your Bullet Brava account must comply with U.K. copyright law.

We claim no intellectual property rights over the data or resources you put into your Bullet Brava account. All resources uploaded remain yours.

The look and feel of Bullet Brava is copyright © Bullet Digital Solutions. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML, CSS, JavaScript, or visual design elements without express written permission from the Company.

## Force majeure

In any event that the Company is unable to carry out any provision of the Agreement for any reason beyond their control, including (without limiting the foregoing) any Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract, the Company shall not be held liable. During the continuance of such a contingency, the Client may, by way of written notice to the Company, elect to pay for work done and materials used before terminating the Agreement. Otherwise the Client shall accept delivery of any such provision as soon as it can be made available.

# **General Conditions**

Client use of Bullet Brava is at their own risk. Bullet Brava is provided on an "as is" and "as available" basis.

Technical support is only provided through our Support Desk and detailed in your support package, forming part of the agreement between the Company and Client.

You understand that the Company uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run Bullet Brava.

You must not modify, adapt or hack Bullet Brava.

You must not modify another website so as to falsely imply that it is associated with Bullet Brava or the Company.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of Bullet Brava, use of Bullet Brava, or access to Bullet Brava without the express written permission of the Company.

We may, but have no obligation to, remove content and accounts that we determine in our sole discretion are unlawful or violates any party's intellectual property or these Terms of Service. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Bullet Brava user or Company employee will result in immediate account termination.

Clients should expressly understand and agree that the Company shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Company has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use Bullet Brava; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from Bullet Brava; (iii) unauthorised access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on Bullet Brava; (v) or any other matter relating to Bullet Brava.

The failure of the Company to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes part of the entire agreement between the Company & the Client, and govern your use of Bullet Brava, superseding any prior agreements between parties (including, but not limited to, any prior versions of the Terms of Service).



Any new features added to Bullet Brava shall be subject to the Terms of Service. Continued use of Bullet Brava after any such changes shall constitute your consent to these changes.

## **Governing Law and Jurisdiction**

These terms and conditions shall be governed by and construed in all respects in accordance with the laws of England and each party submits to the exclusive jurisdiction of the English Courts. Bullet Brava is a product offered by Bullet Digital Solutions, a trading name of Red Bullet Web Development Limited Company registered in England and Wales with company number 09229514 and registered address: 3rd Floor, 86–90 Paul Street, London EC2A 4NE.