



This Service Agreement (the “Agreement”) is between **Dave on Duty** (“Provider”, “we”) and the business holding the customer account (“Customer”, “you”). It takes effect on the date the Customer first activates a paid plan — acceptance is electronic, see clause 10 — and incorporates the Privacy Policy at www.daveonduty.com/privacy.html.

1. The service

We provide “Dave” — an AI chat assistant embedded on the Customer’s website. Depending on plan, Dave answers visitor questions from the Customer’s approved business information, captures leads, books appointments, sends emails, searches inventory, quotes shipping and looks up orders. We host and operate the service; the Customer installs it with a single script tag (or we install it on request).

2. Plans and fees

Plan	Monthly fee	Includes
Dave	£24	Website Q&A 24/7 in 30+ languages, lead capture, weekly re-scan
Dave Pro	£49	Everything in Dave + real appointment booking, email handling
Dave Max	from £99	Everything in Pro + live inventory, shipping quotes, order status; final fee agreed in writing based on integrations

Every plan begins with a **7-day free trial**; no payment details are required to start and nothing is charged during the trial. After the trial, fees are billed **monthly in advance** by invoice or card (Stripe). Prices may change with at least 30 days’ written notice, effective from the next billing period.

3. Term and cancellation

The Agreement runs month to month. **The Customer may cancel at any time** — one email or message is enough — with effect from the end of the paid month. No minimum term, no exit fees. Plan upgrades and downgrades take effect immediately; differences are settled on the next invoice. We may suspend or terminate for non-payment or material breach, with reasonable notice where practical.

4. Customer responsibilities

- Confirm that the business information the assistant is trained on is accurate, and review it when we ask.
- Do not use the service for unlawful content, spam or deceptive practices.
- Reference the chat assistant in your own privacy policy (we provide ready wording).
- Keep dashboard credentials confidential.

5. About AI answers

The assistant answers only from the Customer’s approved information and is designed never to invent facts, but like all AI systems it can occasionally be imperfect. Its output must not be relied on for medical, legal or financial advice, and does not constitute a binding offer unless the Customer chooses to honour it. We correct reported answer issues, typically within one business day.

6. Data protection and ownership

The Customer’s business information, visitor conversations, leads and bookings **belong to the Customer**. For visitor personal data the Customer is the controller and we act as processor under Art. 28 GDPR; a signed data-processing agreement is available on request. Conversations are encrypted in transit; data is never sold and never used to train models for anyone else. On termination we export the Customer’s data on request, then delete it. AI replies are generated via Anthropic’s Claude API, which does not use submitted data for model training.

7. Availability

We aim for continuous availability and include a backup answering engine for AI-provider outages, but do not guarantee uninterrupted operation. Planned maintenance is announced in advance where practical.

8. Liability

To the extent permitted by law, each party’s total liability under this Agreement in any calendar year is limited to the fees paid by the Customer in that year. Neither party is liable for indirect or consequential damages such as lost profits. Nothing limits liability that cannot lawfully be limited.

9. General



This Agreement is governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction. Material changes to these terms are emailed at least 14 days in advance; continued use after the effective date constitutes acceptance. If any clause is held invalid, the remainder stays in force.

10. Acceptance — no signature, no paperwork

This Agreement is accepted **electronically**: activating a paid plan (choosing a plan in the customer portal, or completing card checkout) constitutes acceptance, exactly like accepting any online subscription's terms. Nothing needs to be printed, signed or posted. We record the acceptance automatically — the account email, plan and date/time — and email the Customer a copy of this Agreement for their records. Cancelling is just as simple: one message, any time (clause 3).