AI RECEPTIONIST SERVICE AGREEMENT

SJ Cloud Studio · sjcloudstudio.com · Version 2026-10-24

This Agreement is between **SJ Studio, doing business as SJ Cloud Studio**, 47 College Rd, Selden, NY 11784 ("Provider"), and the business that accepts it ("Client"). It takes effect on the date Client accepts it ("Effective Date").

1. THE SERVICE

Provider will design, configure, test and install an AI voice receptionist for Client's business (the "Receptionist") under the package Client chose when requesting it (shown on Client's setup page). The Receptionist runs on third-party voice and phone platforms (currently Vapi, with voices from providers such as ElevenLabs) in accounts owned by Client.

Package	Includes	Price
Standard	Answers Client's calls 24/7 in a natural voice; knows Client's services, prices, hours, area and common questions; departments by voice or keypad (e.g. "press 1 for appointments") with live call transfer; English and Spanish (switches automatically); recording notice in the greeting; takes messages and callback requests and emails them to Client immediately (urgent calls flagged); call log with summaries; silence and robocall hang-up.	**$7,500**, in 3 payments of $2,500; or **$497 a month** plus a $997 setup fee (6-month minimum)
Pro	Everything in Standard, plus: appointment reminders about 48 hours (between 24 and 48 hours) before each appointment by text message and phone call, with a voicemail if unanswered; customers confirm, cancel or ask to reschedule (YES / NO), and each answer is reported to Client; opt-outs ("STOP") honored automatically; connection to Client's calendar or booking software (calendar feed, Zapier/Make or similar, or manual entry); priority support.	**$12,500**, in 5 payments of $2,500; or **$997 a month** plus a $997 setup fee (6-month minimum)

2. PAYMENT

Client pays either once, in milestone payments (items 1 and 2), or monthly (item 3), as shown on Client's setup page.

1. **Standard, pay once:** $2,500 when this Agreement is signed; $2,500 when the Receptionist is ready for Client's testing ("Acceptance", see 6.2); $2,500 when it is live and answering Client's calls ("Go-Live").

2. **Pro, pay once:** $2,500 at signing; $2,500 at Acceptance; $2,500 at Go-Live; $2,500 when appointment reminders are live; $2,500 thirty (30) days after Go-Live.
3. **Monthly plans:** Standard is $497 a month and Pro is $997 a month, plus a one-time setup fee of $997 charged with the first month (first payment: $1,494 for Standard, $1,994 for Pro). After that, the monthly price is billed automatically on the same day each month. **Monthly plans have a minimum term of six (6) months.** After the sixth monthly payment, Client may cancel at any time with written notice before its next billing date, and billing stops at the end of the month already paid. If Client cancels or stops paying before the six (6) months are complete, the remaining monthly payments of the minimum term become due right away.
4. Payments are made through Provider's checkout (currently Whop). Each pay-once payment is $2,500. Work starts after the first payment is received. Prices do not include sales tax, if any applies.
5. **Payment disputes.** Client will raise any billing concern with Provider in writing first and give Provider ten (10) business days to resolve it before filing a chargeback or payment dispute. A chargeback for a milestone that was delivered is a breach of this Agreement; Provider may pause the service and recover the amount and reasonable collection costs.
6. **All payments are final and non-refundable** once made, including each installment, the setup fee and each monthly payment. Later payments are due when each milestone is reached, whether or not Client starts using the Receptionist. If Client delays Go-Live by more than thirty (30) days after Provider has completed its part, the next payment becomes due.
7. Late payments may pause the service until paid.

3. USAGE COSTS PAID BY CLIENT

Client opens and owns its own accounts with the voice platform (and, for text messages, a messaging provider such as Twilio), using Client's own payment method. **Client pays all usage charges directly to those providers**, including per-minute call charges, phone numbers, text messages, carrier registration fees and any provider price changes. These charges are not included in Provider's price. Provider will explain the expected costs before Go-Live but does not control or guarantee them.

4. CLIENT RESPONSIBILITIES

1. Give accurate, complete information about the business (services, prices, hours, policies, departments and transfer numbers) and tell Provider promptly when it changes.
2. Give Provider the access needed to set up the Receptionist (for example, an API key or team access to Client's accounts) through Provider's secure setup page, never by email or text, and keep its own account credentials secure.
3. Pro: register its texting number with carriers for business messaging (A2P 10DLC or toll-free verification) through its messaging provider; Provider will help. Texts may be blocked until registration is approved.

4. Arrange call forwarding from Client's existing number with its phone carrier, if Client wants its existing number to reach the Receptionist.
5. Review messages, callback requests and appointment confirmations sent by the Receptionist and follow up with callers.

5. CALLS, TEXTS AND THE LAW

1. **AI disclosure.** The Receptionist is an artificial intelligence. If a caller asks whether they are speaking with a person, it will say that it is an AI assistant. Client will not ask Provider to make it claim to be human.
2. **Inbound calls and transfers.** The Receptionist answers calls made to Client and transfers callers only to numbers Client provides. It is never used for unsolicited marketing calls or texts.
3. **Reminder calls and texts (Pro).** Client will only send reminders to customers who gave Client their phone number for their appointment and agreed to be contacted about it, will honor every request to stop (for example "STOP" by text or a request on a call), and will keep records of that consent. Reminders are informational only and will not include marketing. Reminder calls use an artificial (AI) voice, which federal rules treat as a prerecorded or artificial voice, so prior express consent is required. Reminders are sent only between 9 a.m. and 8 p.m. in Client's time zone and never more than once per appointment. Client is responsible for complying with the Telephone Consumer Protection Act, carrier rules (including text-message registration) and state laws on calls, texts and automated or artificial voices.
4. **Call recording.** Calls may be recorded and transcribed by the platform. The Receptionist's greeting will include a recording notice unless Client chooses otherwise in writing. Client is responsible for compliance with recording and consent laws, including those of states that require all parties' consent.
5. **Regulated information.** The service is not designed to receive protected health information, payment card numbers or other regulated data. The Receptionist will not take card details. Clients in healthcare or other regulated fields must tell Provider before signing; additional terms and compliant plans (at Client's cost) may be required.

6. TIMELINE, CHANGES AND SUPPORT

1. Provider aims to have the Receptionist ready for Client's testing within ten (10) business days after receiving the first payment, the business information and account access. Pro reminders may take up to ten (10) more business days, plus any carrier registration time.
2. **Acceptance.** When the Receptionist is ready, Client has five (5) business days to test it and send a written list of anything that does not work as described in Section 1. Provider will fix listed items. If Client sends no list in that time, or starts using the Receptionist for real calls, it is accepted.
3. Included: reasonable adjustments to wording, knowledge and behavior for thirty (30) days after Go-Live. After that, changes are billed at an agreed rate or covered by an optional monthly care plan.

4. Provider will respond to support requests within two (2) business days (Pro: one (1) business day).

7. WHAT WE CAN AND CANNOT PROMISE

1. The Receptionist uses AI and third-party services. It may occasionally mishear, misunderstand or give an incomplete answer, and the platforms may have outages. **Provider does not guarantee uninterrupted service, that every call is answered correctly, or any particular business result.**
2. The Receptionist only quotes prices and information Client provides and cannot see Client's schedule unless connected to it; appointment requests are passed to Client to confirm.
3. Except as stated in this Agreement, the service is provided "as is", without warranties of merchantability or fitness for a particular purpose.

8. LIMITATION OF LIABILITY

Provider is not liable for lost profits, lost business, missed calls or appointments, or any indirect, incidental or consequential damages. Provider's total liability under this Agreement is limited to the amount Client paid Provider under it. These limits do not apply to fraud or willful misconduct.

9. INDEMNITY

Client will defend and hold Provider harmless from claims arising from Client's business information, Client's instructions, calls or texts sent to Client's customers (including missing consent), and Client's compliance with laws that apply to its business, calls and texts. Provider will defend and hold Client harmless from claims that Provider's own templates or methods infringe someone else's rights.

10. OWNERSHIP AND CONFIDENTIALITY

1. Client owns its accounts, phone numbers, call recordings, transcripts and business information. Provider owns its templates, methods and know-how and may reuse them for other clients without Client's information.
2. Each party keeps the other's non-public information confidential, during this Agreement and for two (2) years after it ends.
3. **Keys and data.** Standard: Client's voice platform key is used once to set up the Receptionist and is not stored. Pro: the keys needed to send reminders are stored encrypted and used only for that purpose, and are deleted within thirty (30) days after the service ends or on Client's request. Customer names, phone numbers and appointment times are used only to provide the service, never sold or used for marketing. Provider will tell Client promptly if it learns of unauthorized access to Client's data.

11. TERM AND ENDING THE AGREEMENT

1. This Agreement starts on the Effective Date and continues until the work is delivered and paid; for a monthly plan, until it is cancelled as described in Section 2 (not before the six-month minimum); and for any care plan, until cancelled.
2. Either party may end it with written notice if the other materially breaches it and does not fix the breach within fifteen (15) days. Payments for milestones already reached, and any remaining monthly payments of the six-month minimum, remain due.
3. When it ends, Provider will stop managing the Receptionist. For a pay-once package, Client may keep using or delete it in its own accounts.
4. **Monthly plans: the Receptionist stops when the plan ends.** The Receptionist's setup (its instructions, scripts and configuration, which are Provider's work under Section 10.1) is licensed to Client only while its monthly plan is active and paid. When a monthly plan ends for any reason, including cancellation or non-payment, that license ends: Client will turn off and delete the Receptionist in its own accounts within five (5) business days, and Provider may turn it off or delete it itself using any access Client gave it. Any use after that is billed at the monthly price for each month or part of a month it continues. Client keeps its accounts, phone numbers, call recordings, transcripts and business information.

12. GENERAL

1. This Agreement is governed by the laws of the State of New York. Disputes will be handled in the courts of Suffolk County, New York.
2. This is the entire agreement between the parties about the Receptionist. Changes must be in writing. Electronic signatures and online acceptance are valid.
3. If any part is unenforceable, the rest remains in effect.
4. Provider is an independent contractor, not an employee or partner of Client.
5. Neither party may transfer this Agreement without the other's written consent, except to a buyer of substantially all of its business.
6. Neither party is responsible for delays caused by events outside its reasonable control (including outages of the voice, phone or messaging platforms, carrier blocking, or natural disasters), except for payment obligations.
7. Notices must be in writing and sent by email (Provider: safi@sjcloudstudio.com; Client: the email on its setup page) or by mail to the addresses above.
8. Sections 2 (amounts due), 5, 7, 8, 9, 10, 11.4 and 12 survive the end of this Agreement.

13. ACCEPTING THIS AGREEMENT

Client accepts this Agreement by checking "I have read and agree to the AI Receptionist Service Agreement" and typing its full name as its signature, on this contract page or on its setup page. This must happen before any

payment and before the Receptionist is built; nothing is final until this Agreement is signed. Provider records the name, the email on file, the date and time, and this version of the Agreement. Making a payment also confirms acceptance. Provider may also sign a copy on request.

SJ Studio (SJ Cloud Studio)
Provider

Signed online below or on the setup page
Client