

Terms of Service

The terms for using Win AI Automation's website, AI tools, consultations, and client services.

Effective Date: September 29, 2026 Last Updated: September 29, 2026

Welcome to WinAI.

These Terms of Service ("Terms") govern your access to and use of winai.dev, our websites, communication channels, AI-powered tools, consultation services, and services provided by WinAI, including website design and development, workflow automation, AI agents, data integrations, and related technology services.

By accessing our website, submitting a form, scheduling a consultation, using our AI assistant, or purchasing services from WinAI, you agree to these Terms.

If you do not agree to these Terms, please do not use our website or services.

1. About WinAI

WinAI provides technology and automation services for businesses.

Services may include:

- Website design
- Website development
- Landing pages
- Web applications
- AI agents
- AI-powered customer service solutions
- AI receptionist solutions
- Workflow automation
- Lead qualification automation
- Sales and follow-up automation
- Data integrations
- CRM integrations
- API integrations
- Business process automation

- Technical consulting
- Maintenance and support

The exact scope of services for a client may be defined separately in a proposal, statement of work, service agreement, order form, invoice, or other written agreement.

2. Eligibility

You must be at least 18 years old and legally capable of entering into a binding agreement to use our services.

If you use WinAI on behalf of a company or organization, you represent that you have authority to bind that organization to these Terms.

3. Website Use

You may use winai.dev for lawful business and informational purposes.

You agree not to:

- Use the website for unlawful purposes
- Attempt to gain unauthorized access to WinAI systems
- Interfere with website operation
- Introduce malicious software or code
- Scrape or extract website content in violation of applicable law
- Impersonate another person or organization
- Submit fraudulent information
- Attempt to bypass security controls
- Use WinAI services to facilitate unlawful activity

We may restrict or suspend access where reasonably necessary to protect our systems, users, or business.

4. Consultations

WinAI may offer consultations to help understand a prospective customer's business needs.

A consultation does not by itself create a service agreement or guarantee that WinAI will accept a project.

Information discussed during a consultation may be used to:

- Understand project requirements
- Evaluate technical feasibility
- Recommend potential solutions
- Estimate scope
- Prepare a proposal or next steps

Any pricing, timeline, deliverable, or technical approach discussed before a formal agreement should be considered preliminary unless confirmed in writing.

5. AI Assistant

WinAI may use AI-powered assistants to communicate with website visitors and customers.

AI assistants may help with:

- General questions
- Service information
- Business needs discovery
- Appointment scheduling
- Lead qualification
- Consultation preparation
- Appointment lookup, rescheduling, or cancellation

AI-generated responses may contain errors or incomplete information.

You should not rely on an AI assistant for legal, financial, medical, regulatory, compliance, or other professional advice.

WinAI does not guarantee that every AI-generated response will be accurate, complete, or suitable for a particular purpose.

If a material business decision depends on information provided by an AI assistant, you should confirm the information with a WinAI representative.

6. No Guarantee of Technical Feasibility

WinAI may discuss possible automations, integrations, websites, AI agents, or technical solutions before conducting a full technical review.

Any early discussion is preliminary.

Actual feasibility may depend on factors including:

- Third-party APIs
- Customer systems
- Software permissions
- Vendor restrictions
- Data quality
- Security requirements
- Regulatory requirements
- Technical architecture
- Third-party pricing
- Access credentials
- Integration limitations

WinAI does not guarantee that every requested integration or automation can be implemented.

7. Project Scope

The specific scope of a paid project will be defined in a separate written agreement, proposal, statement of work, order form, or invoice.

A project scope may specify:

- Deliverables
- Features
- Integrations
- Milestones
- Timeline
- Responsibilities
- Pricing

- Payment schedule
- Revision limits
- Support terms
- Maintenance terms

Any work not included in the agreed scope may be treated as additional work and may require additional fees.

8. Change Requests

Customers may request changes during a project.

WinAI may evaluate whether a requested change:

- Is included in the existing scope
- Requires additional development
- Changes the project timeline
- Requires additional fees
- Depends on third-party services

Material changes may require written approval before work continues.

9. Customer Responsibilities

Customers are responsible for providing accurate and timely information necessary for WinAI to perform the services.

This may include:

- Brand assets
- Website content
- Product information
- Business requirements
- Access credentials
- API access
- CRM access
- Hosting access
- Domain access

- Third-party service access
- Required approvals
- Legal content or disclosures

Delays in providing required materials or approvals may affect project timelines.

10. Customer Content

Customers retain ownership of content they provide to WinAI unless otherwise agreed.

This may include:

- Text
- Logos
- Images
- Videos
- Customer data
- Product information
- Brand materials
- Databases
- Documents

By providing content to WinAI, you represent that you have the necessary rights to use that content and authorize WinAI to use it for the project.

You are responsible for ensuring that customer-provided content does not violate intellectual property, privacy, publicity, contractual, or other rights.

11. Intellectual Property

Unless otherwise stated in a separate agreement, WinAI retains ownership of:

- Pre-existing software
- Internal tools
- Frameworks
- Libraries
- Templates
- Reusable components

- Automation frameworks
- Internal workflows
- Development methods
- Know-how
- General-purpose code
- Proprietary processes

Client-specific deliverables may be licensed or transferred according to the applicable project agreement.

Ownership rights may depend on full payment of all amounts due.

12. Third-Party Components

WinAI projects may use third-party services, platforms, software, APIs, libraries, plugins, frameworks, AI providers, hosting services, or integrations.

Examples may include:

- Hosting platforms
- Domain providers
- AI model providers
- Email services
- CRM systems
- Calendar services
- Cloud providers
- Automation tools
- Payment services
- Analytics providers
- Open-source software

Third-party services are subject to their own terms, pricing, availability, policies, and technical limitations.

WinAI is not responsible for changes made independently by third-party providers.

13. Third-Party Fees

Unless expressly included in a written agreement, customers are responsible for third-party costs associated with their project.

Examples may include:

- Hosting
- Domain registration
- AI usage
- API usage
- Email delivery
- SMS
- Phone calls
- CRM subscriptions
- Cloud services
- Paid plugins
- SaaS subscriptions
- Payment processor fees

Third-party providers may change their prices at any time.

14. AI and Machine Learning Services

Some WinAI services may use third-party artificial intelligence or machine learning providers.

AI systems are probabilistic and may sometimes produce inaccurate, incomplete, inconsistent, or unexpected results.

Customers are responsible for determining whether AI-generated output is appropriate for their business use.

Human review may be appropriate for important decisions or customer-facing workflows.

WinAI does not guarantee:

- Perfect accuracy
- Error-free AI output

- A specific conversion rate
- A specific revenue increase
- A specific cost reduction
- A specific business outcome

15. Customer Use of AI Solutions

Customers are responsible for using AI-powered systems in accordance with applicable laws and regulations.

Depending on the customer's industry and use case, additional requirements may apply regarding:

- Privacy
- Consumer protection
- Employment
- Healthcare
- Finance
- Marketing
- Telecommunications
- Data protection
- Automated decision-making

WinAI does not provide legal advice.

Customers should consult appropriate legal or compliance professionals where required.

16. Regulated Data

Do not provide WinAI with regulated or highly sensitive information unless WinAI has expressly agreed in writing to process such information.

Examples may include:

- Protected health information
- Highly sensitive financial information
- Government identifiers

- Authentication credentials
- Payment card data
- Confidential legal records

The ability to support regulated data depends on the specific project, architecture, vendors, contracts, and compliance requirements.

WinAI does not represent that every service is automatically compliant with HIPAA, PCI DSS, SOC 2, GDPR, or any other regulation or certification.

17. Pricing

WinAI services may start at \$199 per month and up, depending on the service.

Final pricing may depend on factors including:

- Project scope
- Complexity
- Integrations
- Usage
- Development requirements
- Support requirements
- Third-party systems
- Customization

Any final price applicable to a project will be provided separately.

Information displayed on the website or provided by an AI assistant does not override a signed service agreement, proposal, order form, or invoice.

18. Payment

Payment terms for paid services will be specified in the applicable agreement, invoice, proposal, or order form.

Customers agree to pay all undisputed amounts according to the applicable payment terms.

WinAI may pause work or suspend services where payment is overdue, subject to the applicable agreement and law.

19. Taxes

Unless otherwise stated, quoted prices may not include applicable taxes.

Customers are responsible for applicable taxes, duties, or government charges except taxes imposed on WinAI's own income.

20. Refunds

Refund eligibility, if any, will be determined by the applicable service agreement, proposal, invoice, or written refund policy.

Unless expressly stated in writing, WinAI does not guarantee a refund, money-back guarantee, or free trial.

21. Project Timelines

Any estimated project timeline is an estimate unless expressly guaranteed in writing.

Timelines may be affected by:

- Customer delays
- Scope changes
- Third-party integrations
- API limitations
- Vendor outages
- Approval delays
- Technical discoveries
- External dependencies

WinAI will make reasonable efforts to communicate material delays.

22. Testing and Acceptance

Where applicable, customers may be asked to review and test deliverables before final acceptance.

Customers are responsible for reasonably reviewing:

- Functionality

- Content
- Data
- Integrations
- Automation behavior
- Forms
- Notifications
- User experience

Any acceptance procedures may be further defined in the applicable project agreement.

23. Maintenance and Support

Maintenance and support are not automatically included with every project.

Where maintenance or support is included, the applicable agreement may define:

- Scope
- Response times
- Support channels
- Included hours
- Monitoring
- Updates
- Bug fixes
- Exclusions

Work outside the agreed support scope may require additional fees.

24. Service Availability

We aim to provide reliable services, but we do not guarantee uninterrupted availability.

Services may be interrupted because of:

- Maintenance
- Hosting outages
- Third-party outages

- Internet failures
- API failures
- Security incidents
- Software bugs
- Force majeure events

WinAI is not responsible for outages caused by services outside our reasonable control.

25. Backups

Customers should maintain appropriate backups of important business data.

Unless specifically included in a written agreement, WinAI does not guarantee that customer data or third-party platform data can always be recovered.

26. Security

WinAI uses reasonable measures designed to protect its systems and customer information.

However, no internet-connected system can be guaranteed to be completely secure.

Customers are responsible for protecting:

- Passwords
- API keys
- Administrative credentials
- User accounts
- Authentication tokens

Customers should notify WinAI promptly if they believe credentials or systems related to a WinAI project have been compromised.

27. Confidentiality

Where WinAI receives confidential business information from a customer, WinAI will use reasonable measures to protect such information and use it for legitimate business or service-delivery purposes.

Additional confidentiality obligations may be established through a separate confidentiality agreement or service agreement.

28. Portfolio and Marketing Use

Unless otherwise agreed in writing, WinAI may request permission to identify completed work or customer branding in its portfolio, case studies, or marketing materials.

WinAI will not knowingly disclose confidential customer information through portfolio use.

For confidential projects, customers may request that the work not be publicly displayed.

29. Prohibited Uses

You may not use WinAI services to:

- Violate applicable law
- Defraud others
- Distribute malware
- Gain unauthorized system access
- Facilitate illegal activity
- Violate intellectual property rights
- Harass or threaten individuals
- Send unlawful spam
- Conduct prohibited surveillance
- Circumvent platform security
- Generate or distribute unlawful content

WinAI may refuse or terminate projects involving unlawful or harmful activities.

30. Disclaimer of Warranties

To the maximum extent permitted by law, WinAI services are provided on an "as is" and "as available" basis unless otherwise expressly stated in writing.

WinAI does not warrant that:

- Services will be uninterrupted
- Software will be error-free
- Every integration will remain available
- AI output will always be accurate
- Every automation will handle every edge case
- A project will produce a particular business result

Certain jurisdictions may not allow some warranty exclusions, so some exclusions may not apply to you.

31. No Business Outcome Guarantee

WinAI may help customers automate workflows and improve business processes.

However, we do not guarantee:

- Revenue growth
- Profit increases
- Lead volume
- Sales conversion
- Customer acquisition
- Cost savings
- Staffing reductions
- Return on investment
- Search engine rankings
- Website traffic

Business results depend on many factors outside WinAI's control.

32. Limitation of Liability

To the maximum extent permitted by applicable law, WinAI will not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages arising from the use of our website or services.

This may include loss of:

- Revenue
- Profits
- Data
- Business opportunity
- Goodwill

Where permitted by law, WinAI's aggregate liability arising from a specific paid service may be limited as set forth in the applicable service agreement.

Nothing in these Terms excludes liability that cannot legally be excluded.

33. Indemnification

To the extent permitted by law, you agree to indemnify and hold harmless WinAI and its officers, employees, contractors, and affiliates from claims arising from:

- Your unlawful use of the services
- Customer-provided content
- Your violation of third-party rights
- Your violation of these Terms
- Your violation of applicable law

Additional indemnification terms may apply under a separate service agreement.

34. Suspension or Termination

WinAI may suspend or terminate access to services where reasonably necessary due to:

- Nonpayment
- Security risks
- Fraud
- Abuse
- Illegal activity
- Material breach of an agreement
- Misuse of services

Customers may terminate services according to the applicable service agreement.

Termination does not automatically eliminate payment obligations already incurred.

35. Relationship of the Parties

WinAI operates as an independent service provider.

Nothing in these Terms creates:

- Employment
- Partnership
- Joint venture
- Fiduciary relationship
- Agency relationship

between WinAI and a customer unless expressly agreed otherwise.

36. Governing Law

These Terms are subject to applicable United States federal law and the laws of any United States state that apply to a particular dispute. If a signed service agreement specifies a governing state's law, that agreement controls for the covered services.

Any dispute will be handled according to the dispute resolution provisions in these Terms or any applicable written agreement.

37. Dispute Resolution

Before initiating formal legal proceedings, the parties agree to attempt in good faith to resolve disputes through direct communication.

Any additional mediation, arbitration, venue, or court requirements should be specified in the applicable service agreement or a future revision of these Terms.

38. Changes to These Terms

We may update these Terms periodically.

When changes are made, the Last Updated date will be revised.

Your continued use of our website after updated Terms become effective constitutes acceptance of the revised Terms to the extent permitted by law.

Material changes may be communicated through additional notice when appropriate.

39. Entire Agreement

For general website use, these Terms and our Privacy Policy form the agreement between you and WinAI regarding use of the website.

For paid client services, a signed proposal, statement of work, order form, master services agreement, or other written contract may contain additional or different terms.

If there is a conflict, the applicable signed client agreement will control for that project.

40. Contact

Questions about these Terms may be submitted through:

[Contact Win AI Automation](#)