

Software Purchase Agreement

This Software Purchase Agreement (“Agreement”) is a legally binding contract between you (“Purchaser,” “you”) and Bottie Builder AI LLC (“Licensor,” “we,” “us”). By purchasing, downloading, or using any software product from our website (the “Software”), you agree to be bound by this Agreement.

Last Updated: October 14, 2025

0. Definitions

- “Software” refers to any software application developed and sold by Bottie Builder AI LLC.
- “User Data” refers to any data, input, or information provided by you within your environment.
- “Third-Party API” refers to any external AI or data-processing service connected to the Software.
- “Output Content” refers to all text, results, or materials generated through your use of the Software.

1. One-Time Purchase

You acknowledge that you are purchasing a license to use the Software as a one-time transaction. This is not a subscription or ongoing service. Upon successful payment, you will receive access to the Software files. Due to the immediate digital delivery, all sales are final and non-refundable once the Software has been downloaded or accessed.

2. Grant of License

Subject to the terms of this Agreement, Bottie Builder AI LLC grants you a perpetual, non-exclusive, non-transferable license to use the Software for your personal or internal business purposes.

You are expressly prohibited from reselling, redistributing, or sublicensing the Software or any of its components.

2.1. Support

This license does not include technical support, updates, or custom modifications. All products are provided “as-is”, without any obligation for maintenance or future development.

3. Disclaimers, Assumption of Risk, and Limitation of Liability

3.1. General Disclaimer

THE SOFTWARE IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. BOTTIE BUILDER AI LLC DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

3.2. Third-Party API Dependency

The core functionality of the Software may depend on third-party services. You are solely responsible for all costs, fees, and terms associated with your use of these services. Bottie Builder AI LLC has no control over and assumes no responsibility for the availability, performance, or policies of any third-party services.

3.3. No Responsibility for Generated Content

Bottie Builder AI LLC accepts no responsibility or liability for any content generated by the Software. You are solely responsible for reviewing, validating, and using any generated content.

3.4. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BOTTIE BUILDER AI LLC SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, DATA, OR GOODWILL.

3.5. Indemnification

You agree to indemnify, defend, and hold harmless Bottie Builder AI LLC from any claims, damages, liabilities, or expenses (including attorney’s fees) arising from or related to your use or misuse of the Software.

4. Intellectual Property Rights

All intellectual property rights in and to the Software, including its source code, design, structure, and trademarks, are and shall remain the exclusive property of Bottie Builder AI LLC.

5. Governing Law

This Agreement shall be governed by and construed under the laws of the State of Minnesota, USA.

Privacy Policy

This Privacy Policy applies to the purchase and use of software products developed and sold by Bottie Builder AI LLC (“we,” “us,” “our”).

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1. No Data Collection by Bottie Builder AI LLC

Once you purchase and download our Software, Bottie Builder AI LLC does not collect, receive, store, or process any personal data that you input into the application. Our Software operates locally on your computer or on the server where you choose to host it.

2. Data Processing by Third-Party Services

Our Software may allow you to connect directly to third-party services. The data you provide is transmitted only by you, from your own system. Your use of these services is governed solely by the respective service's Privacy Policy and Terms of Service.

3. Your Responsibility

You are responsible for ensuring that your use of our Software and any third-party services complies with all applicable privacy, security, and data protection laws.

4. Contact

If you have any questions regarding this Privacy Policy, you may contact: marshall@bottiebuilderai.com.