

Terms & Conditions

MyReplyBuddy

Effective Date: August 14, 2026

These Terms & Conditions ("Terms") govern access to and use of MyReplyBuddy, a service operated by ML Media Consultants, Inc. ("MyReplyBuddy," "we," "us," or "our"). These Terms apply to our public websites and to general use of the MyReplyBuddy service.

Business customers who purchase MyReplyBuddy may also be required to accept a separate MyReplyBuddy Customer SaaS Agreement, order form, subscription terms, SMS/Messaging Terms, or other service-specific agreement. If a signed or expressly accepted service agreement conflicts with these Terms, that service agreement controls as to the conflicting provision.

1. The MyReplyBuddy Service

MyReplyBuddy provides AI-assisted and automated business communication, lead engagement, CRM, voice, email, SMS, chat, appointment scheduling, customer-service, follow-up, workflow, and related technology services.

Features may vary based on subscription, configuration, integrations, usage, third-party availability, and services purchased.

2. Eligibility and Business Use

You must have legal capacity to agree to these Terms. If you use MyReplyBuddy on behalf of a company or organization, you represent that you have authority to bind that organization.

MyReplyBuddy is primarily intended for lawful business use. You are responsible for ensuring that your particular use is permitted by applicable law and by any professional or industry rules that apply to your business.

3. Accounts and Security

You are responsible for maintaining accurate account information, safeguarding credentials, controlling authorized users, and promptly notifying us of suspected unauthorized access.

You are responsible for activity occurring through your account except to the extent caused by our breach of these Terms.

4. Subscription, Fees, and Billing

Paid plans, setup fees, included features, usage allowances, overages, third-party charges, billing intervals, and renewal terms are disclosed in the applicable checkout, order form, proposal, invoice, or subscription page.

By providing a payment method, you authorize us and our payment processors to charge applicable subscription, setup, usage, tax, and other authorized charges. Fees are non-refundable except where expressly stated or required by law.

5. Automatic Renewal and Cancellation

Unless otherwise stated, subscriptions renew automatically for successive billing periods until canceled in accordance with the applicable subscription terms.

Cancellation may be available through account settings or by contacting Support@MLMediaConsultants.com. Cancellation ordinarily stops future renewal charges but does not create a refund for amounts already charged or usage already incurred.

6. Usage-Based and Third-Party Charges

Certain functions may generate variable or pass-through costs, including voice minutes, telephone numbers, SMS/MMS, email volume, AI-model usage, data enrichment, premium integrations, APIs, automation executions, hosting, or other metered services. You are responsible for authorized usage associated with your account.

7. Customer Data and Ownership

You retain ownership of data, content, contact information, business information, messages, documents, instructions, and other materials you provide or process through your account ("Customer Data").

You grant MyReplyBuddy and its service providers a limited right to host, access, process, transmit, store, reproduce, analyze, and use Customer Data as reasonably necessary to provide, secure, support, troubleshoot, and improve the contracted service and to comply with law.

8. Rights, Consent, and Lawful Authority

You represent that you have all rights, notices, permissions, consents, and lawful authority necessary to provide Customer Data and to instruct MyReplyBuddy to process it.

You are responsible for determining whether each person may lawfully be called, texted, emailed, recorded, transcribed, contacted, marketed to, or otherwise processed through your use of the service.

9. Communications Compliance

You are responsible for compliance with applicable laws and rules concerning telephone communications, automated calls, artificial or prerecorded voice, telemarketing, SMS, MMS, email marketing, consent, consent revocation, opt-outs, Do Not Call requirements, call recording, transcription, and consumer privacy.

You must maintain appropriate consent or authorization records when required and promptly honor legally valid STOP, unsubscribe, Do Not Call, and other revocation requests.

You may not configure or use MyReplyBuddy to intentionally evade lawful opt-out mechanisms or contact persons where legally required consent or authority is absent.

10. Purchased, Scraped, Enriched, or Imported Lists

The presence of a person on a purchased, scraped, enriched, public, imported, or third-party list does not by itself establish permission to send that person marketing communications. You are responsible for evaluating the legal basis for each communication.

11. AI-Generated Communications and Limitations

MyReplyBuddy uses artificial intelligence and automation. AI-generated or AI-assisted output may be inaccurate, incomplete, outdated, unexpected, or inappropriate for a particular context.

You are responsible for determining appropriate human supervision, configuring escalation rules, maintaining accurate knowledge and instructions, and reviewing communications or actions when the context requires human judgment.

MyReplyBuddy does not guarantee that an AI system will always follow instructions, understand context, identify a sensitive situation, or produce a correct result.

12. Customer Configuration and Knowledge

You are responsible for the accuracy and completeness of business information supplied to MyReplyBuddy, including products, services, pricing, availability, policies, promotions, business hours, service areas, appointment rules, qualification criteria, escalation rules, FAQs, and knowledge-base content.

We are not responsible for inaccurate output caused by inaccurate, incomplete, outdated, contradictory, or misleading information supplied by you or by a connected system.

13. Human Escalation

You should establish appropriate human escalation procedures for disputes, complaints, unusual circumstances, emergencies, sensitive information, high-value transactions, regulated matters, or other situations requiring judgment beyond the intended scope of automation.

14. Voice Calls, Recording, and Transcription

MyReplyBuddy may provide or integrate functionality for inbound and outbound calls, AI voice interactions, recording, transcription, summaries, and call analytics. Recording and transcription laws vary by jurisdiction.

You are responsible for determining when notice or consent is required and for configuring your use to comply with applicable law.

15. Prohibited Uses

You may not use MyReplyBuddy to:

- Violate law or another person's rights.

- Commit fraud, deception, unlawful impersonation, or harassment.
- Send unlawful spam or intentionally contact people who have validly opted out.
- Distribute malware or facilitate unauthorized access to systems or data.
- Infringe intellectual-property rights.
- Promote or facilitate illegal goods, services, or conduct.
- Circumvent platform, carrier, usage, safety, consent, or security controls.
- Use the service in a way reasonably likely to damage deliverability, telecommunications reputation, security, or the rights of others.

16. High-Risk Uses

Unless expressly approved in writing, MyReplyBuddy may not be used as the sole decision-maker for high-impact decisions involving medical diagnosis or treatment, legal advice, credit or lending eligibility, employment decisions, insurance eligibility, government benefits, emergency services, or other decisions materially affecting a person's legal rights, health, safety, or financial condition.

17. Third-Party Services and Integrations

MyReplyBuddy may rely on or integrate with CRM, AI, telecommunications, SMS, voice, email, calendar, hosting, payment, data, automation, and other third-party providers.

We are not responsible for independent third-party outages, API changes, pricing changes, feature changes, policy changes, security incidents, suspensions, or discontinuations beyond our reasonable control. Third-party services may require separate accounts and acceptance of separate terms.

18. Service Availability

We do not guarantee uninterrupted or error-free operation. Maintenance, carrier restrictions, internet failures, AI-provider issues, software defects, API changes, security incidents, third-party outages, and other events may affect availability or performance.

19. Suspension

We may suspend or restrict service when reasonably necessary because of nonpayment, suspected fraud, security risk, abuse, unlawful activity, spam complaints, telecommunications or carrier risk, platform-policy violations, material breach, or conduct that may harm us, our providers, customers, or third parties.

20. Intellectual Property

MyReplyBuddy and ML Media Consultants, Inc. retain all rights in the platform, software, designs, workflows, templates, prompts, system instructions, automation architecture, documentation, methods, know-how, trademarks, and proprietary technology.

During an active subscription, you receive a limited, revocable, nonexclusive, nontransferable right to use the service for your lawful internal business purposes, subject to the applicable plan and agreements.

21. Restrictions

Except where expressly authorized or permitted by law, you may not reverse engineer the service, copy proprietary functionality, resell or sublicense the service, circumvent usage controls, extract proprietary system prompts or instructions, gain unauthorized access, or use unauthorized copying to develop a directly competing service.

22. Feedback

If you voluntarily provide suggestions or feedback, we may use that feedback without restriction or compensation, provided we do not disclose your confidential information without authorization.

23. Confidentiality

Each party may receive nonpublic information belonging to the other. Each party agrees to use reasonable care to protect confidential information and use it only for the business relationship.

Confidential information excludes information that becomes public without breach, was already lawfully known, is independently developed, is lawfully received from another source, or must be disclosed by law.

24. Security

We use commercially reasonable administrative, technical, and organizational measures intended to protect information under our control. No internet-connected service can guarantee absolute security. You are responsible for account security, authorized-user management, and appropriate access controls for your own systems.

25. Privacy

Our collection and use of personal information are described in the MyReplyBuddy Privacy Policy. Additional data-processing terms may apply to particular customers or integrations.

26. No Guarantee of Business Results

MyReplyBuddy does not guarantee leads, sales, revenue, appointments, conversion rates, cost savings, customer retention, profitability, AI accuracy, deliverability, or other specific business outcomes. Results depend on factors outside our control, including your offer, data, traffic, customer behavior, configuration, systems, and market conditions.

27. Disclaimer of Warranties

To the maximum extent permitted by law, MyReplyBuddy is provided "as is" and "as available." We disclaim implied warranties of merchantability, fitness for a particular purpose, non-infringement, uninterrupted availability, and error-free operation to the extent permitted by law.

28. Limitation of Liability

To the maximum extent permitted by law, ML Media Consultants, Inc., MyReplyBuddy, and their directors, officers, employees, contractors, affiliates, and service providers will not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages, including lost profits, lost revenue, lost business opportunities, loss of goodwill, or lost data.

Except where prohibited by law or otherwise stated in an expressly accepted customer agreement, aggregate liability arising from or relating to the MyReplyBuddy service will not exceed the fees paid for the affected service during the six months immediately preceding the event giving rise to the claim.

29. Indemnification

You agree to defend, indemnify, and hold harmless ML Media Consultants, Inc., MyReplyBuddy, and their directors, officers, employees, contractors, and affiliates against third-party claims, liabilities, damages, penalties, losses, and reasonable costs arising from your unlawful communications, contact lists, failure to obtain required consent, telemarketing or messaging claims, email violations, recording or transcription violations, Customer Data, products or services, consumer representations, violation of law, or breach of these Terms, except to the extent caused solely by our conduct for which liability cannot lawfully be disclaimed.

30. Termination

Either party may terminate the relationship according to the applicable subscription or customer agreement. Upon termination, your right to use the service ends, outstanding charges remain due, and data may be deleted in accordance with applicable retention practices.

Provisions intended by their nature to survive termination remain effective, including confidentiality, intellectual property, limitations of liability, indemnification, and dispute provisions.

31. Changes to the Service

We may modify, improve, replace, or discontinue features as technology, third-party platforms, legal requirements, or business requirements evolve. We will attempt to avoid materially reducing core paid functionality without reasonable notice where practicable.

32. Changes to These Terms

We may update these Terms from time to time. Material changes may be communicated through the website, service, email, or another reasonable method. Continued use after the effective date of updated Terms constitutes acceptance to the extent permitted by law.

33. Governing Law and Venue

These Terms are governed by the laws of the State of Florida, without regard to conflict-of-laws principles. Any legal action arising from or relating to these Terms shall be brought in the state or

federal courts located in Miami-Dade County, Florida, unless otherwise required by applicable law.

34. Assignment

You may not assign these Terms without our prior written consent. ML Media Consultants, Inc. may assign these Terms in connection with a merger, financing, acquisition, corporate restructuring, or sale of substantially all relevant assets.

35. Severability and Waiver

If any provision is found unenforceable, the remaining provisions remain effective to the maximum extent permitted by law. Failure to enforce a provision does not waive that provision or any other provision.

36. Entire Agreement

These Terms, together with any applicable MyReplyBuddy Customer SaaS Agreement, order form, subscription terms, Privacy Policy, SMS/Messaging Terms, and other incorporated terms, constitute the agreement governing the applicable use of MyReplyBuddy. A separately signed or expressly accepted service agreement controls over these website Terms to the extent of a direct conflict.

CONTACT

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