

Terms and Conditions

Effective Date: 3/01/2026

Website: chat.avya.lk

Company: Avya Technologies

1. Introduction

These Terms and Conditions govern your access to and use of the Avya ChatBot website, platform, sandbox environment, and related services provided by Avya Technologies through chat.avya.lk.

By accessing or using our website or services, you agree to be bound by these Terms and Conditions. If you do not agree, you should not use the platform.

2. Our Service

Avya ChatBot is a platform that allows users to upload business documents and other operational content in order to configure and use a customized AI chatbot that can generate responses based on those uploaded materials.

We may provide sandbox access, trial access, subscription plans, and related support or platform services.

3. Eligibility and Account Use

To use the platform, you may be required to create an account and provide accurate, complete, and current information.

You are responsible for:

- maintaining the confidentiality of your login credentials
- all activities that occur under your account
- ensuring that the information you provide is accurate and up to date

We reserve the right to suspend or terminate accounts that contain false information, are used unlawfully, or violate these Terms.

4. Free Trial and Sandbox Access

We may provide a **7-day free trial** or sandbox access to allow users to test the platform and chatbot functionality.

During the trial period, users may upload documents, test chatbot behavior, and evaluate the service. At the end of the trial period, access may be restricted unless the user subscribes to a paid plan.

We may retain trial-related account data, uploaded documents, and usage information for a reasonable operational, legal, backup, or reactivation period, unless deletion is required by law or by a valid user request.

5. Subscription and Billing

Some features of the platform are available only through a paid subscription.

By subscribing to a paid plan, you agree that:

- subscription fees may be charged on a recurring monthly basis
- payment is due in advance for the applicable billing period
- you authorize us or our payment service provider to process recurring payments
- cancellation stops future billing but does not automatically entitle you to a refund for the current billing cycle unless required by law

All fees are subject to change at our discretion, and any changes will apply prospectively.

6. Refunds

Refunds are governed by our separate Refund Policy.

Unless otherwise required by law or agreed by us in writing, payments already made for the current billing period are non-refundable.

7. User Content and Uploaded Documents

Our platform allows you to upload documents, files, text, and other content in order to configure or operate your custom chatbot.

You remain responsible for all uploaded content. By uploading content, you represent and warrant that:

- you own the content or have the legal right to use and upload it
- the content does not violate any law, regulation, or third-party right
- the content does not infringe intellectual property, confidentiality, privacy, or contractual obligations

You grant us a limited right to host, store, process, index, and use the uploaded content only as reasonably necessary to provide, maintain, secure, and improve the service.

8. Acceptable Use

You agree not to use the platform:

- for any unlawful, fraudulent, or unauthorized purpose
- to upload malicious code, viruses, or harmful material
- to upload content that infringes intellectual property or confidentiality rights
- to attempt unauthorized access to the platform, accounts, servers, or systems
- to interfere with platform performance, security, or availability
- to use the service to generate or distribute unlawful, defamatory, abusive, or harmful content

We reserve the right to suspend, restrict, or terminate access where misuse is suspected.

9. AI-Generated Responses

The chatbot may generate automated responses based on uploaded documents, system configuration, and AI processing.

You acknowledge and agree that:

- AI-generated responses may not always be accurate, complete, or suitable for every purpose
- the platform should be reviewed and tested before being relied upon in critical business, legal, financial, medical, or operational decisions
- you are responsible for reviewing chatbot outputs before using or sharing them

We do not guarantee that chatbot responses will always be error-free, complete, or fit for your intended purpose.

10. Intellectual Property

All rights, title, and interest in the website, platform, software, branding, design, features, and underlying technology remain the property of Avya Technologies or its licensors.

These Terms do not transfer any ownership rights in our platform or software to you.

You may not:

- copy, modify, reverse engineer, reproduce, resell, or redistribute the platform or any part of it without our prior written consent
- remove proprietary notices, branding, or legal notices from the service

Your own uploaded content remains yours or your licensors' property, subject to the limited rights granted to us under these Terms.

11. Third-Party Services

Our platform may rely on or integrate with third-party services such as hosting providers, payment gateways, analytics services, storage providers, or communication tools.

We are not responsible for the availability, performance, or privacy practices of third-party services. Your use of those services may also be governed by their own terms and policies.

12. Data Protection and Privacy

Our collection and use of personal data are governed by our Privacy Policy.

By using the platform, you acknowledge that your information may be collected, stored, and processed in accordance with that Privacy Policy.

13. Service Availability

We aim to keep the platform available and functional, but we do not guarantee uninterrupted or error-free access.

We may suspend, restrict, modify, or discontinue any part of the service at any time for maintenance, updates, security, legal compliance, or operational reasons.

14. Limitation of Liability

To the maximum extent permitted by law, Avya Technologies shall not be liable for any indirect, incidental, special, consequential, or punitive damages,

including loss of profits, business interruption, data loss, loss of goodwill, or other commercial damages arising from or related to the use of, or inability to use, the platform.

We do not accept liability for losses resulting from:

- reliance on chatbot-generated responses
- uploaded content provided by users
- third-party service failures
- unauthorized access caused by factors outside our reasonable control
- interruptions, delays, malware, internet failures, or technical issues

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

15. Indemnity

You agree to indemnify and hold harmless Avya Technologies, its directors, employees, affiliates, and service providers from and against claims, liabilities, damages, losses, and expenses arising out of:

- your use of the platform
- your uploaded content
- your breach of these Terms
- your violation of any law or third-party rights

16. Suspension and Termination

We may suspend or terminate your access to the platform, with or without notice, if:

- you breach these Terms
- payment is overdue or unsuccessful
- we believe your use of the platform creates legal, security, or operational risk
- we are required to do so by law or regulatory authority

Upon termination, your right to use the service ends immediately, but clauses that by their nature should survive termination will continue to apply.

17. Changes to the Service or Terms

We may update these Terms and Conditions from time to time to reflect changes in our services, legal obligations, business practices, or operational requirements.

Updated Terms will be posted on this page with a revised effective date. Continued use of the service after such updates constitutes acceptance of the revised Terms.

18. Governing Law

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Sri Lanka, unless otherwise required by applicable law.

Any disputes arising in connection with these Terms shall be subject to the jurisdiction of the competent courts of Sri Lanka.

19. Contact Us

If you have any questions about these Terms and Conditions, please contact us at:

Avya Technologies

1, 5 40th Ln, Colombo

Email: info@avya.lk

Phone: +94 74 123 8811