

Terms of Service

What the platform does, what service level we offer, and what use is permitted.

1. Purpose and acceptance

These terms govern the use of the Booklift platform provided by MFD T S.L. by the customers who purchase it. By creating an account or using the service, the customer accepts these terms, together with the Terms and Conditions of Purchase, the Legal Notice, the Privacy Policy and the Data Processing Agreement.

The service is aimed exclusively at companies, professionals and self-employed individuals acting in the course of their business. It is not aimed at consumers.

2. Description of the service

Booklift makes available to the customer an artificial intelligence agent that:

- handles the business's inbound conversations on WhatsApp, Instagram Direct, Messenger and voice calls;
- answers questions about the services, opening hours and prices the customer configures;
- checks real availability in the connected calendar and proposes slots;
- creates, modifies and cancels appointments in the customer's calendar;
- suggests additional services according to the rules the customer defines;
- keeps a written record of conversations and transcripts of calls.

Available functionality depends on the plan purchased and may evolve. Booklift will not withdraw material functionality from a plan in force without thirty days' notice.

3. Account and credentials

The customer is responsible for the accuracy of the details provided, for safeguarding its credentials and for all activity carried out from its account. It must report any unauthorised use to clientes.booklift@gmail.com without delay.

The customer is responsible for obtaining and maintaining the necessary authorisations on the third-party platforms it connects, in particular Meta accounts and the Google account of the calendar.

4. Acceptable use

The customer undertakes not to use the service to:

- send unsolicited commercial communications or carry out bulk messaging without consent;
- impersonate third parties or mislead as to the automated nature of the agent where the law requires it to be disclosed;
- process special categories of data — health, beliefs, biometrics or origin — without a valid legal basis and without having informed Booklift in advance;

- carry out unlawful or fraudulent activities, or activities contrary to the rights of third parties;
- reverse engineer, decompile or attempt to extract the model, the prompts or the code of the platform;
- resell or transfer access to third parties without written authorisation, outside the specific terms of the agency programme.

Breach of this clause entitles Booklift to suspend the service immediately, informing the customer and giving it an opportunity to remedy the breach where its nature so permits.

5. Availability and maintenance

Booklift targets a monthly availability of 99.5%, measured over the time during which the platform accepts and answers conversations, excluding:

- scheduled maintenance windows, announced at least 48 hours in advance and carried out preferably during low-activity hours;
- incidents attributable to third-party providers connected by the customer (Meta, Google, telephony carriers);
- force majeure events and denial-of-service attacks;
- misuse or incorrect configuration by the customer.

Support is provided by email at clientes.booklift@gmail.com during business hours from Monday to Friday, with a target first response of one business day.

6. Nature of the agent's replies

The agent generates language using artificial intelligence models. Booklift takes reasonable steps to ensure replies match the customer's configuration, but cannot guarantee that they will be accurate or complete in every case. The customer is responsible for the content it configures — services, prices, conditions — and must review the agent's behaviour periodically.

The agent does not provide medical, legal, financial or any other regulated advice. The customer shall not configure it to do so.

7. Agent transparency: identification as artificial intelligence

Article 50 of Regulation (EU) 2024/1689 on Artificial Intelligence requires natural persons to be informed that they are interacting with an artificial intelligence system. Booklift complies with this obligation by design and does not leave it to the customer's discretion:

- on text channels — WhatsApp, Instagram Direct, Messenger and the web widget — the agent identifies itself as an AI-powered virtual assistant at the start of every conversation;
- on voice calls, the notice is played before the agent begins to handle the call;
- if the person asks whether they are speaking to a machine, the agent confirms it unambiguously;
- the person may at any time ask to be attended by someone from the business, and the agent passes the request on to the customer.

These notices are enabled by default, are issued by the platform itself and CANNOT be disabled or removed from the business's settings. The customer may personalise the greeting, but may not remove the agent's identification as an artificial intelligence system nor configure it to appear to be a person. Booklift keeps a record of these notices as evidence of compliance.

Circumventing, concealing or altering the agent's identification as artificial intelligence is a material breach of these terms and entitles Booklift to suspend the service immediately.

The Booklift agent is not a high-risk system within the meaning of Annex III to Regulation (EU) 2024/1689: it handles appointments and commercial enquiries and does not take decisions producing legal or similarly significant effects on individuals.

8. Intellectual property

Booklift retains all rights in the platform, its code, its design and its models. The customer receives a non-exclusive, non-transferable right of use limited to the term of the contract.

The customer retains all rights in its content and in the data of its end customers. Booklift does not use them to train its own models or those of third parties.

9. Liability

Booklift is liable for direct damages caused by breach of its obligations, capped at the amount invoiced to the customer in the twelve months preceding the triggering event. It is not liable for loss of profit, loss of business opportunity or indirect damages.

These limits do not apply in cases of wilful misconduct, gross negligence, personal injury, or where the law does not permit liability to be limited.

10. Amendment of these terms

Booklift may amend these terms on thirty days' notice by email. If the customer does not accept the new terms, it may terminate the contract without penalty before they take effect.

11. Governing law

These terms are governed by Spanish law. The parties submit to the courts of the owner's domicile, waiving any other venue that might apply.

Last updated: 23 de septiembre de 2026.

This is a translation provided for convenience. The Spanish version of this document is the binding one; in the event of any discrepancy, the Spanish text prevails.