

CAYIA USER AGREEMENTS & DEVELOPER IMPLEMENTATION PACKET

Prepared draft package for account creation, onboarding, subscription billing, AI/BYOK features, POS, inventory, project contracts, privacy, and security notices

Version: 1.0 | Effective Date: [Insert Date] | Company: [Insert Legal Company Name] | App: Cayia

IMPORTANT LEGAL NOTICE

This packet is a strong business/legal draft for planning and app implementation. It is not legal advice and should be reviewed by a licensed attorney before public launch. Replace all bracketed placeholders before use. If Cayia is offered through Apple App Store, Google Play, Stripe, or another provider, the final flow must also comply with those provider rules.

0. Developer Implementation Instructions

Purpose: During account creation and before the user starts the 14-day free trial or any paid subscription, Cayia should show clear acceptance language, links to each legal document, and separate consent for billing and AI/BYOK features.

0.1 Required Onboarding Checkboxes

Required checkbox 1 - General Terms: I agree to Cayia's Terms of Service, Privacy Policy, Subscription & Billing Policy, Acceptable Use Policy, and EULA.

Required checkbox 2 - Professional Disclaimer: I understand that Cayia is not a legal, tax, accounting, financial, construction, insurance, or professional advisory service, and that I am responsible for reviewing all records, reports, contracts, estimates, and AI outputs before relying on them.

Required checkbox 3 - AI/BYOK: I understand that Cayia allows me to connect my own AI provider API key and that any AI usage may be processed by my selected third-party AI provider under that provider's own terms and privacy policy.

Required checkbox 4 - Trial/Billing Consent: I understand that Cayia includes a 14-day free trial and that, unless I cancel before the trial ends, my subscription may automatically renew at the selected plan price plus applicable taxes.

0.2 Pricing Table Data for Developer

Plan	Monthly Price	Trial	Main Use	Key Limits / Features
Solo	\$6.99/month	14 days	Individual income and simple expense tracking	Single-user use; simple business organization; AI available only if user connects supported API key.
Business	\$14.99/month	14 days	Small business POS, inventory, and device syncing	POS and inventory features; syncing between authorized devices; Project Contracts not included.
Pro Business	\$29.99/month	14 days	Multi-business/project operations	Includes Project Contracts, project budgets, stage payments, photo attachments, multiple users/cashiers, and unlimited authorized devices.

0.3 Account Creation Acceptance Screen - Copy

Recommended screen title: Create your Cayia account

Recommended acceptance text:

By creating an account or starting your free trial, you agree to Cayia's Terms of Service, Privacy Policy, Subscription & Billing Policy, AI/BYOK Addendum, Acceptable Use Policy, Project Contracts Disclaimer, Data Processing Addendum, EULA, Cookie Policy, and Security & API Key Notice. You understand that Cayia is not a professional advisory service and that AI-generated outputs may be inaccurate and must be reviewed before use.

Spanish version: Al crear una cuenta o comenzar tu prueba gratuita, aceptas los Términos de Servicio, Política de Privacidad, Política de Suscripción y Facturación, Anexo de IA/BYOK, Política de Uso Aceptable, Aviso de Contratos de Proyecto, Anexo de Procesamiento de Datos, EULA, Política de Cookies y Aviso de Seguridad y API Key de Cayia. Entiendes que Cayia no ofrece asesoría profesional y que los resultados generados por IA pueden ser incorrectos y deben ser revisados antes de usarse.

1. Cayia Terms of Service

Effective Date: [Insert Date] | Company: [Insert Legal Company Name] | Contact: [Insert Support Email]

1.1 Agreement to Terms

These Terms of Service govern your access to and use of Cayia, including Cayia's website, mobile applications, software, dashboards, POS tools, inventory tools, income and expense tracking, project contract tools, AI-assisted features, and related services. By creating an account, starting a free trial, selecting a paid plan, accessing Cayia, or using any Cayia feature, you agree to these Terms.

1.2 What Cayia Is

Cayia is a business organization platform designed for multi-entrepreneurs, contractors, small business owners, side-hustle operators, and other users who need to organize sales, income, expenses, inventory, projects, estimates, stage payments, documentation, and AI-assisted business information in one place. Cayia is not a bank, accounting firm, law firm, tax preparer, insurance provider, payment processor, construction professional, or financial advisor.

1.3 Eligibility

You must be at least 18 years old and legally able to enter into a binding contract to use Cayia. If you use Cayia on behalf of a business, you represent that you have authority to bind that business to these Terms.

1.4 Account Registration and Security

You agree to provide accurate account information and keep it updated. You are responsible for maintaining the confidentiality of your login credentials, API keys, device access, employee/cashier accounts, and all activity under your account. You must notify Cayia promptly of suspected unauthorized access.

1.5 Subscription Plans and Trial

Cayia may offer a 14-day free trial and paid monthly plans, including Solo, Business, and Pro Business. Features vary by plan. Project Contracts, including project budgets, stage payments, photo attachments, and related high-level project management tools, are exclusive to the Pro Business plan unless Cayia states otherwise in writing.

1.6 Automatic Renewal and Billing

Paid subscriptions may automatically renew monthly unless canceled before the renewal date. You authorize Cayia or its payment provider to charge the payment method on file for the selected plan, applicable taxes, and any other disclosed charges. If your payment fails, Cayia may suspend or limit your access.

1.7 Cancellation

You may cancel your subscription through the cancellation method made available in your account settings, app store account, payment portal, or another method Cayia provides. Cancellation generally stops future renewal charges but does not automatically provide a refund for prior charges unless required by law or expressly stated by Cayia.

1.8 No Professional Advice

Cayia provides organization tools and informational assistance only. Cayia does not provide legal, tax, accounting, financial, insurance, investment, employment, construction, engineering, permitting, licensing, or professional advice. You are responsible for consulting qualified professionals before relying on reports, documents, budgets, estimates, invoices, contracts, AI outputs, or other information from Cayia.

1.9 User Content and Customer Data

You retain ownership of the business records, customer information, project information, receipts, photos, inventory data, contracts, notes, messages, and other content you submit to Cayia. You grant Cayia a limited license to host, process, transmit, display, back up, and use that content as necessary to provide, secure, support, improve, and maintain the service.

1.10 User Responsibilities

You are responsible for the accuracy, legality, and completeness of all information you enter into Cayia. You are responsible for tax compliance, sales tax calculations, recordkeeping, licensing, permits, customer notices, consent for photos or personal information, payroll, employment rules, contract enforceability, and legal compliance related to your business.

1.11 AI-Assisted Features

Cayia may allow AI-assisted summaries, classifications, suggestions, contract wording, project descriptions, report generation, budgeting insights, and other AI outputs. AI outputs may be inaccurate, incomplete, biased, outdated, or unsuitable for your situation. You must independently review all AI outputs before using them.

1.12 Third-Party Services

Cayia may interoperate with third-party services, including AI providers, payment processors, app stores, cloud hosting, analytics, email providers, customer support tools, and other integrations. Cayia is not responsible for third-party services, outages, pricing, data practices, terms, or actions outside Cayia's control.

1.13 Restrictions

You may not misuse Cayia, interfere with its security, reverse engineer the software, scrape the service, copy Cayia's design or workflows to create a competing product, use Cayia for fraud, upload unlawful content, create false business records, or use Cayia in a way that violates law or harms Cayia, other users, or third parties.

1.14 Suspension and Termination

Cayia may suspend or terminate your account if you violate these Terms, fail to pay, create security risk, use Cayia fraudulently, expose Cayia to legal risk, or if Cayia is required to do so by law. You may stop using Cayia at any time. Certain terms survive termination, including payment obligations, disclaimers, limitations of liability, indemnity, and intellectual property provisions.

1.15 Intellectual Property

Cayia, including its software, design, name, logo, workflows, dashboards, features, documentation, and other materials, is owned by [Company Legal Name] or its licensors. These Terms do not transfer any ownership rights to you.

1.16 Disclaimers

Cayia is provided on an “as is” and “as available” basis. Cayia does not guarantee that the service will be uninterrupted, error-free, secure, compatible with all devices, or suitable for every business need. Cayia does not guarantee profits, savings, tax outcomes, legal results, contract enforceability, inventory accuracy, payment collection, project success, or business performance.

1.17 Limitation of Liability

To the maximum extent permitted by law, Cayia and [Company Legal Name] will not be liable for indirect, incidental, special, consequential, exemplary, punitive, or lost-profit damages. To the maximum extent permitted by law, Cayia's total liability for all claims will not exceed the amount you paid to Cayia during the three months before the event giving rise to the claim, or \$100 if you paid nothing.

1.18 Indemnification

You agree to defend, indemnify, and hold harmless Cayia, [Company Legal Name], and their owners, officers, employees, contractors, and agents from claims, damages, liabilities, costs, and expenses arising from your use of Cayia, your content, your business activities, your violation of these Terms, your violation of law, your customers, your contracts, your AI provider usage, or your third-party integrations.

1.19 Changes to Terms

Cayia may update these Terms from time to time. If changes are material, Cayia will provide notice through the app, email, or another reasonable method. Continued use after changes become effective means you accept the updated Terms.

1.20 Governing Law and Disputes

These Terms are governed by the laws of the State of [Insert State], without regard to conflict-of-law rules. Venue and dispute resolution terms should be reviewed by an attorney and completed before launch.

2. Cayia Privacy Policy

Effective Date: [Insert Date]

2.1 Overview

This Privacy Policy explains how Cayia collects, uses, discloses, retains, and protects personal information and business data. By using Cayia, you consent to the practices described in this Privacy Policy.

2.2 Information We Collect

We may collect account information such as name, email address, phone number, business name, password credentials, subscription plan, billing status, and support communications. We may collect business records such as sales, income, expenses, inventory items, customer information entered by you, project records, estimates, contracts, stage payments, invoices, photos, notes, receipts, attachments, and other content you choose to store in Cayia. We may collect technical data such as device type, IP address, app version, usage logs, crash data, authentication events, and security logs. If you use AI/BYOK features, we may process API key configuration data and prompts or content that you choose to send to your selected AI provider.

2.3 How We Use Information

We use information to provide Cayia, create and secure accounts, process subscriptions, sync data across authorized devices, provide POS and inventory tools, support Project Contracts, enable AI-assisted features, respond to support requests, prevent fraud, maintain security, improve performance, comply with law, and enforce our agreements.

2.4 AI Provider Processing

When you use AI-assisted features, Cayia may send selected prompts, instructions, business records, project details, or other content to the AI provider connected by you. Your selected AI provider processes that information under its own terms and privacy policy. Cayia does not control third-party AI provider data practices.

2.5 API Keys

If Cayia allows you to save an API key, Cayia should store it using appropriate technical safeguards such as encryption or secure secrets management. You are responsible for creating, rotating, restricting, and revoking your API keys with your provider. Do not share API keys with unauthorized persons.

2.6 Sharing of Information

We may share information with service providers that help us operate Cayia, such as cloud hosting, database infrastructure, payment processing, app stores, analytics, email delivery, customer support, security monitoring, and AI routing or integration tools. We may also disclose information to comply with law, protect rights and safety, prevent fraud, enforce agreements, complete business transfers, or with your direction or consent.

2.7 We Do Not Sell Business Financial Data

Cayia should not sell user financial records, business records, project data, customer data, or API keys. If Cayia later uses advertising, analytics, or data-sharing practices that may be considered “sale” or “sharing” under applicable privacy laws, Cayia must provide required notices and opt-out choices.

2.8 Data Retention

We retain information as long as needed to provide Cayia, comply with legal obligations, resolve disputes, enforce agreements, maintain security, and support legitimate business purposes. After account closure, data may remain in backups or logs for a limited period before deletion according to Cayia's retention practices.

2.9 User Choices and Rights

Depending on where you live, you may have rights to request access, correction, deletion, portability, restriction, opt-out of certain processing, or appeal a privacy decision. Cayia should provide a support email or in-app method for privacy requests.

2.10 Security

Cayia uses reasonable administrative, technical, and organizational measures designed to protect information. However, no system is completely secure, and Cayia cannot guarantee absolute security.

2.11 Children

Cayia is intended for adults and business users. Cayia is not intended for children under 13, and users under 18 may not create accounts unless permitted by law and authorized by a parent or guardian.

2.12 International Users

If you access Cayia from outside the United States, your information may be processed in the United States or other locations where Cayia or its service providers operate.

2.13 Contact

Privacy requests may be sent to: [Insert Privacy Email].

3. Subscription, Free Trial, Billing, and Refund Policy

3.1 Plans

Cayia offers subscription plans that may include Solo, Business, and Pro Business. Plan features and prices are shown at checkout and inside the app. Cayia may change plans, prices, trial availability, or features with reasonable notice where required.

3.2 Free Trial

Cayia may offer a 14-day free trial. The trial begins when you activate the trial or complete the subscription flow. Unless you cancel before the trial ends, your subscription may convert to a paid monthly subscription at the selected plan price plus applicable taxes.

3.3 Automatic Renewal

Subscriptions renew automatically each month unless canceled before the renewal date. You authorize Cayia, Apple, Google, Stripe, or the applicable payment provider to charge your selected payment method.

3.4 Cancellation

You can cancel using the method provided where you subscribed. If you subscribed through Apple App Store or Google Play, cancellation must usually be handled through your Apple or Google account. If you subscribed directly through Cayia, cancellation should be available through your Cayia account or billing portal.

3.5 Refunds

Payments are generally non-refundable unless required by law or expressly approved by Cayia. Cayia may, in its sole discretion, issue credits or refunds, but doing so once does not create an obligation to do so again. App store purchases are subject to the refund rules of the applicable app store.

3.6 Taxes

Prices may not include taxes. You are responsible for applicable taxes, duties, and government charges unless Cayia or its payment provider collects them at checkout.

3.7 Failed Payments

If payment fails, Cayia may retry payment, notify you, downgrade your account, suspend access, or terminate the subscription. You remain responsible for unpaid amounts.

4. AI / Bring Your Own Key Addendum

4.1 Purpose

This AI/BYOK Addendum applies to Cayia features that allow you to connect your own AI provider account or API key, including providers such as OpenAI, Anthropic, Google, Mammouth, or other supported providers.

4.2 User-Provided AI Provider Account

You are responsible for creating, maintaining, paying for, and complying with the terms of your selected AI provider account. Cayia does not control your provider's pricing, limits, model availability, uptime, retention practices, or terms.

4.3 API Key Security

You are responsible for protecting your API key. If your API key is misused, compromised, or used to generate charges, you must address that issue with your AI provider. Cayia is not responsible for provider charges caused by your account configuration, exposed credentials, shared devices, or third-party misuse outside Cayia's reasonable control.

4.4 Data Sent to AI Providers

When you use AI features, Cayia may send selected user content to your chosen AI provider. This may include prompts, business records, transaction summaries, inventory data, project details, estimate details, contract text, notes, or other information you request the AI feature to process. Do not send sensitive information to AI unless you understand and accept your provider's terms.

4.5 No Training by Cayia

Cayia does not use your financial or business data to train public AI models. However, your selected AI provider may process the content you send according to that provider's own terms, privacy policy, data retention settings, and model training policies.

4.6 AI Output Disclaimer

AI outputs may be inaccurate, incomplete, outdated, biased, legally insufficient, financially unsuitable, or unsafe for your circumstances. You must review, verify, edit, and approve all AI outputs before using them. You should not rely on AI output as professional advice.

4.7 Prohibited AI Uses

You may not use Cayia AI features to create fraudulent records, deceive customers, evade taxes, generate unlawful contracts, impersonate others, violate third-party rights, produce illegal content, or make high-stakes decisions without appropriate professional review.

4.8 Provider Changes

Cayia may add, remove, limit, or change supported AI providers or models at any time. AI features may fail or become unavailable if your provider changes its API, pricing, policies, limits, or availability.

5. Acceptable Use Policy

5.1 Prohibited Conduct

You may not use Cayia to violate law, commit fraud, misrepresent sales or expenses, create false invoices or receipts, evade taxes, launder money, facilitate scams, infringe intellectual property, upload malicious code, compromise systems, bypass security, harass others, or interfere with Cayia's operations.

5.2 Prohibited Technical Activity

You may not reverse engineer, decompile, copy, scrape, crawl, overload, resell, sublicense, mirror, frame, benchmark for competitive purposes, or use Cayia to build a substantially similar or competing product without written permission.

5.3 Prohibited Content

You may not upload content that is unlawful, defamatory, threatening, abusive, obscene, invasive of privacy, infringing, fraudulent, or otherwise harmful. You must have all rights and permissions needed to upload customer data, photos, contracts, receipts, and project documentation.

5.4 Enforcement

Cayia may investigate suspected violations and may remove content, suspend accounts, restrict features, notify law enforcement, or terminate access when appropriate.

6. Project Contracts Disclaimer

6.1 Scope

Project Contracts tools may help Pro Business users organize estimates, project scopes, stage payments, attachments, photos, notes, and contract-style documents. These tools are for organization and documentation only.

6.2 No Legal Advice

Cayia does not draft legally guaranteed contracts and does not provide legal advice. Any template, clause, scope description, estimate, change order, lien language, payment schedule, or project document generated or stored in Cayia must be reviewed by the user and, when appropriate, by a licensed attorney.

6.3 Construction and Licensing Compliance

Users are responsible for all contractor licensing, permits, inspections, building codes, zoning requirements, insurance, bonding, workplace safety, consumer protection rules, lien notices, warranty obligations, and other laws applicable to their projects.

6.4 Photos and Documentation

Photo attachments and notes may support recordkeeping but do not guarantee legal enforceability, proof of completion, customer acceptance, or payment collection. Users must obtain permission before photographing private property, people, personal information, or customer records.

6.5 Disputes With Customers

Cayia is not a party to contracts between users and their customers. Cayia is not responsible for customer disputes, unpaid invoices, chargebacks, project delays, defective work, scope disagreements, licensing issues, or legal claims arising from user projects.

7. Data Processing Addendum / Customer Data Terms

7.1 Roles

For user business records and customer information entered into Cayia, the user generally controls the data and Cayia processes it to provide the service. The exact legal roles may vary depending on applicable privacy law and should be reviewed by counsel.

7.2 User Obligations

You must have the right to collect, upload, store, and process any personal information, customer information, employee/cashier information, project photos, documents, and third-party data that you place in Cayia. You are responsible for providing notices and obtaining consents required by law.

7.3 Cayia Processing

Cayia will process user data to provide, secure, maintain, troubleshoot, support, and improve the service; comply with law; prevent fraud; and perform obligations under Cayia agreements.

7.4 Service Providers

Cayia may use subprocessors and service providers for hosting, database storage, payment processing, app distribution, analytics, crash reporting, support, email delivery, security monitoring, and AI integration. Cayia should maintain a current list of material subprocessors if required by law or customer contracts.

7.5 Security Measures

Cayia should use reasonable security measures appropriate to the nature of the data, such as access controls, encryption in transit, secure authentication, backups, logging, vulnerability management, and limited personnel access.

7.6 Deletion and Export

Cayia should provide reasonable methods for users to export or delete data where feasible and legally required. Some data may remain in backups, audit logs, billing records, or legal records for a limited retention period.

8. End User License Agreement (EULA)

8.1 License

Subject to your compliance with Cayia's agreements and payment obligations, Cayia grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to install, access, and use the Cayia app for your internal personal or business purposes.

8.2 Restrictions

You may not copy, modify, distribute, sell, rent, lease, sublicense, reverse engineer, decompile, create derivative works from, or circumvent technological protections in Cayia except as permitted by law.

8.3 Updates

Cayia may provide updates, patches, upgrades, bug fixes, or changes. Some features may require updates. Cayia may stop supporting older app versions.

8.4 App Stores

If you downloaded Cayia from Apple App Store or Google Play, your use is also subject to the applicable app store terms. The app store is not responsible for Cayia's support, claims, or legal compliance except as required by its own terms.

9. Cookie and Tracking Policy

9.1 Use of Cookies and Similar Technologies

Cayia's website and app may use cookies, pixels, SDKs, local storage, device identifiers, and similar technologies to keep users logged in, remember preferences, analyze usage, detect fraud, secure accounts, improve performance, and support marketing if enabled.

9.2 Categories

Strictly necessary technologies support login, security, billing, and app functionality. Analytics technologies help understand performance and usage. Marketing technologies, if used, help measure campaigns or personalize advertising.

9.3 Choices

Users may control cookies through browser settings, device settings, consent banners, or in-app privacy settings where available. Blocking certain technologies may affect functionality.

10. Security and API Key Notice

10.1 Security Expectations

Cayia is designed to protect business data, but no app can guarantee absolute security. Users should use strong passwords, device locks, secure networks, and limited employee/cashier permissions.

10.2 API Key Best Practices

Users should create restricted API keys when possible, avoid sharing API keys, monitor provider usage, set provider spending limits when available, rotate keys periodically, and revoke keys immediately if compromise is suspected.

10.3 Incident Reporting

Security concerns, suspected account compromise, API key exposure, or vulnerability reports should be sent to: [Insert Security Email].

10.4 Backups and Exports

Users should export or back up important business records regularly. Cayia may maintain backups for service continuity, but users remain responsible for keeping independent records required for tax, legal, accounting, and operational purposes.

11. Developer Checklist

- Add legal document links on signup screen before account creation.
- Require unchecked-by-default acceptance boxes for Terms/Privacy and billing/trial consent.
- Record consent timestamp, user ID, IP/device info if available, app version, terms version, and accepted document versions.
- Display trial end date and selected plan price before starting trial.
- Provide cancellation flow in-app or clear instructions if billing is handled by Apple/Google.
- Show AI/BYOK warning before user saves API key or sends first AI request.
- Store API keys only using secure secrets management/encryption; never expose full key after save.
- Allow user to delete API key.
- Allow user to export/delete account data where legally and technically feasible.
- Show Project Contracts disclaimer before first use of contract module.
- Add footer links: Terms, Privacy, Billing, AI/BYOK, Security, Contact.
- Prepare admin process for privacy requests and security reports.

12. Suggested Document Version Names for App Database

Document	Version ID	Required at Signup?
Terms of Service	tos_v1_0	Yes
Privacy Policy	privacy_v1_0	Yes
Subscription & Billing Policy	billing_v1_0	Yes
AI/BYOK Addendum	ai_byok_v1_0	Yes
Acceptable Use Policy	aup_v1_0	Yes
Project Contracts Disclaimer	project_contracts_v1_0	Yes for Pro / before module use
Data Processing Addendum	dpa_v1_0	Yes
EULA	eula_v1_0	Yes
Cookie Policy	cookies_v1_0	Website/app link
Security & API Key Notice	security_v1_0	Before API key save

13. Attorney Review Notes

- Confirm company legal name, address, support email, privacy email, security email, and governing law/state.
- Confirm whether Cayia will be sold through Apple, Google, Stripe, web checkout, or multiple channels.
- Confirm privacy obligations for target markets, especially U.S. state privacy laws, children, and international users.
- Confirm whether Cayia stores payment card data directly or uses only a third-party processor.
- Confirm whether Cayia stores API keys directly or uses a provider-side OAuth/secrets approach.
- Confirm dispute resolution, arbitration, class action waiver, venue, and limitation of liability language with counsel.
- Confirm cancellation and refund language for app store and direct web subscriptions.
- Confirm whether Project Contracts requires state-specific contractor disclaimers or consumer protection disclosures.