ProxiPilot — Terms & Conditions

Operated by Cheldain | proxipilot.com • Effective Date: June 1, 2025 • Last Updated: June 1, 2025

Please read these Terms & Conditions carefully before using Proxipilot. By creating an account or using the service, you agree to be bound by these terms. If you do not agree, do not use Proxipilot.

1. Acceptance of Terms

By accessing or using Proxipilot ("the Service"), you agree to be bound by these Terms & Conditions ("Terms"). These Terms constitute a legally binding agreement between you ("Customer," "you," or "your") and Cheldain ("Company," "we," "us," or "our"), the entity operating Proxipilot.

If you are using Proxipilot on behalf of a company or organization, you represent and warrant that you have the authority to bind that entity to these Terms.

You must be at least 18 years of age and acting in a business capacity to use Proxipilot. Proxipilot is a B2B tool and is not intended for personal use.

We may update these Terms at any time. We will notify you by email at least 14 days before any material changes take effect. Your continued use of Proxipilot after the notice period constitutes acceptance of the updated Terms.

If you do not agree to any updated Terms, you must cancel your subscription before the changes take effect.

2. The Service

Proxipilot is an AI-powered email assistant designed for B2B business use, operated by Cheldain, a company based in India.

2.1 Service Features

Proxipilot allows you to draft, improve, and automate business emails using AI technology powered by third-party providers including OpenAI and Anthropic.

The Service integrates with Gmail and Outlook to compose, draft, and send emails as directed by you.

2.2 Service Modifications

We may update, modify, add, or discontinue features of Proxipilot at any time. We will provide reasonable notice for material changes that affect core functionality.

We reserve the right to perform scheduled and emergency maintenance. We will minimize disruption where possible.

2.3 Uptime & Availability

We target 99.9% uptime for Proxipilot but do not guarantee uninterrupted availability.

Cheldain is not liable for service outages caused by third-party AI provider downtime (OpenAI, Anthropic), email provider failures (Gmail, Outlook), internet disruptions, or any events beyond our reasonable control (force majeure).

3. Accounts

To use Proxipilot, you must create an account with accurate, current, and complete information.

3.1 Account Responsibilities

You are solely responsible for maintaining the security and confidentiality of your account credentials.

You are responsible for all activity that occurs under your account, whether or not authorized by you.

You must notify us immediately at support@proxipilot.com if you suspect unauthorized access to your account.

3.2 Account Restrictions

One account per business entity unless you are subscribed to a team or multi-seat plan.

You may not share your account credentials with individuals outside your organization.

We reserve the right to suspend or terminate any account that violates these Terms, without prior notice and without refund.

4. Subscription & Payment

Proxipilot is offered on a subscription basis. All payments are processed by our Merchant of Record partners, currently Paddle and/or Lemon Squeezy, depending on your checkout flow. The applicable MOR at the time of your purchase is identified on your invoice and payment receipt.

4.1 Billing

Subscriptions are billed monthly or annually, in advance, depending on the plan you select.

Your subscription automatically renews at the end of each billing period unless you cancel before the renewal date.

Prices are listed in USD. We reserve the right to change pricing with at least 30 days' email notice. Continued use after the price change takes effect constitutes your acceptance of the new pricing.

4.2 Free Trial

All new users receive a free trial period before any payment is required.

We strongly encourage you to fully evaluate Proxipilot during the trial period before upgrading to a paid plan.

Activating a paid subscription after your trial ends constitutes your acknowledgment that the product meets your needs and your acceptance of our no-refund policy.

4.3 Refunds

All sales are final. We do not offer refunds after a paid plan has been activated.

Annual plans are non-refundable under any circumstances.

If you cancel a subscription, you retain access to the Service until the end of your current billing period. You will not be charged for subsequent periods.

Genuine billing errors (e.g., duplicate charges) should be reported to billing@proxipilot.com within 7 days. We will investigate and resolve confirmed errors promptly.

4.4 Failed Payments

If a payment fails, we will attempt to notify you and may suspend access to the Service until payment is resolved.

5. Intellectual Property

5.1 Proxipilot Platform

Cheldain owns all intellectual property rights in and to the Proxipilot platform, including but not limited to: the software code, design, user interface, AI models, branding, trademarks, and all documentation.

Nothing in these Terms grants you any ownership rights in the Proxipilot platform.

5.2 Your Data

You retain full ownership of all data, content, and materials you bring into Proxipilot, including emails, contact lists, and templates.

AI-generated email drafts produced by Proxipilot using your prompts are owned by you upon generation.

You grant Cheldain a limited, non-exclusive, royalty-free license to process your data solely for the purpose of delivering the Service to you.

5.3 Restrictions

You must not copy, scrape, reverse engineer, decompile, or attempt to extract the source code or underlying logic of any part of the Proxipilot platform.

You must not use Proxipilot to develop or train a competing AI product or service.

6. AI Email Output

Proxipilot is an AI writing assistant. It does not send emails independently.

All emails are composed, reviewed, and sent by you, the Customer. Cheldain does not initiate or send emails on your behalf without your explicit instruction.

You are solely and entirely responsible for all email content, recipient lists, sending decisions, and the consequences of emails sent using Proxipilot.

Proxipilot does not guarantee the accuracy, tone, legal compliance, deliverability, or business effectiveness of any AI-generated email content.

Cheldain is not liable for any outcomes arising from emails you send using Proxipilot, including but not limited to lost business opportunities, reputational harm, regulatory investigations, or legal claims.

You are responsible for reviewing all AI-generated content before sending to ensure it is accurate, appropriate, and compliant with applicable laws.

7. Data & Privacy

Your use of Proxipilot is subject to our Privacy Policy, available at proxipilot.com/privacy, which is incorporated into these Terms by reference.

Proxipilot uses third-party AI providers (including OpenAI and Anthropic) to power its features. Email prompts and content you submit may be processed by these providers in accordance with their own privacy policies.

We do not sell your personal data or business data to any third party.

Anonymized, aggregated usage data may be used to improve Proxipilot. We do not use individual customer email content to train AI models.

8. Acceptable Use

Your use of Proxipilot is governed by our Acceptable Use Policy ("AUP"), available at proxipilot.com/acceptable-use, which is incorporated into these Terms by reference.

The following is a summary of key prohibitions. The full AUP governs in all cases:

No spam, unsolicited bulk email, or phishing

No deceptive, fraudulent, or misleading email content

No emailing purchased, rented, or scraped contact lists

No violation of CAN-SPAM, GDPR, CASL, or any applicable email law

B2B use only — no personal use

No reselling or sublicensing access to Proxipilot

Violations of the AUP result in immediate account termination without refund, at Cheldain's sole discretion.

9. Limitation of Liability & Disclaimers

9.1 No Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.

We do not warrant that Proxipilot will meet your specific business requirements, that it will be uninterrupted or error-free, or that AI-generated email content will be accurate or effective.

9.2 Liability Cap

To the maximum extent permitted by applicable law, Cheldain's total cumulative liability to you for any claims arising from or related to these Terms or the Service shall not exceed the total fees you paid to Cheldain in the three (3) months immediately preceding the event giving rise to the claim.

9.3 Exclusions

Cheldain is not liable for:

Indirect, incidental, consequential, or punitive damages

Lost profits, revenue, business, or data

Reputational damage arising from emails sent using Proxipilot

Outcomes from AI-generated email content

Failures or downtime of third-party AI providers (OpenAI, Anthropic)

Failures or outages of Gmail, Outlook, or other integrated services

Regulatory fines or penalties related to your email practices

10. Indemnification

You agree to indemnify, defend, and hold harmless Cheldain, its officers, employees, contractors, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising from or related to:

Your use of Proxipilot or any breach of these Terms

Any emails sent by you using Proxipilot, including any claims from recipients

Your violation of any applicable laws or regulations, including email marketing laws (CAN-SPAM, GDPR, CASL)

Any third-party claims arising from your business operations or content

11. Termination

11.1 Termination by You

You may cancel your subscription at any time from your account dashboard. Cancellation takes effect at the end of your current billing period.

Cancellation does not entitle you to a refund for any unused portion of a paid period.

11.2 Termination by Cheldain

Cheldain may terminate your account immediately and without notice for violations of these Terms or the AUP.

Cheldain may terminate any account for any reason with 30 days' written notice.

Accounts terminated for ToS violations are not entitled to a refund.

11.3 Effect of Termination

Upon termination, your access to Proxipilot ends immediately or at the end of the notice period, as applicable.

Your data will be deleted from Proxipilot's systems within 30 days of account termination. You may request a copy of your data before deletion.

The following clauses survive termination: Intellectual Property (Section 5), AI Email Output (Section 6), Limitation of Liability (Section 9), Indemnification (Section 10), Governing Law (Section 12), and any accrued payment obligations.

12. Governing Law & Dispute Resolution

These Terms are governed by and construed in accordance with the laws of the State of Delaware, USA. By accepting these Terms, you agree to this choice of governing law.

Cheldain is a company incorporated and operating in India, providing Proxipilot as a global SaaS product. The choice of Delaware law is a mutual agreement by both parties at the time of account creation and is intended to provide legal clarity for our US customer base.

Any dispute, claim, or controversy arising from or relating to these Terms or the use of Proxipilot shall first be attempted to be resolved through good-faith negotiation between the parties.

If negotiation fails, disputes shall be resolved through binding arbitration conducted in the English language under the rules of the American Arbitration Association (AAA), before any litigation may be commenced.

Class Action Waiver: You agree to resolve any disputes with Cheldain on an individual basis only. You waive any right to participate in a class action lawsuit or class-wide arbitration against Cheldain.

13. General Provisions

13.1 Severability

If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, that provision will be modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible. The remaining provisions will continue in full force and effect.

13.2 Entire Agreement

These Terms, together with the Privacy Policy and Acceptable Use Policy referenced herein, constitute the entire agreement between you and Cheldain regarding Proxipilot and supersede all prior agreements, representations, and understandings.

13.3 No Waiver

Cheldain's failure to enforce any provision of these Terms on one occasion does not waive our right to enforce that provision on any future occasion.

13.4 Assignment

Cheldain may assign or transfer its rights and obligations under these Terms to a successor entity in connection with a merger, acquisition, or sale of assets, without your consent. You may not assign or transfer your rights or obligations under these Terms without Cheldain's prior written consent.

13.5 Notices

Notices from Cheldain to you will be sent to the email address associated with your account. Notices are deemed delivered when sent. You are responsible for keeping your email address current.

14. Contact Information

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

Legal inquiries: legal@proxipilot.com

Billing issues: billing@proxipilot.com

General support: support@proxipilot.com

Website: proxipilot.com

Company: Cheldain (operating Proxipilot)

proxipilot.com/terms | legal@proxipilot.com

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