Terms and Conditions

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These Terms and Conditions ("Terms") govern subscribing to and using **Luci** ("Luci", "we", "us"): the website www.luci.mx and the platform (chat.luci.mx). They apply to the business that subscribes to Luci ("the customer" or "you") and to the members of its team who use it. By accepting them during subscription, registering your card or using the platform, you accept the version of these Terms published at that time. If you accept them on behalf of a business, you represent that you are authorized to do so. If you have questions, write to us at hola@luci.mx.

The processing of personal data is governed by our Privacy Policy, which forms part of these Terms.

1. The service

With Luci you are not buying software: **you are adding an AI team**, AI agents that do the repetitive work:

- **Toward your customers:** a unified inbox for WhatsApp, Instagram, Facebook, Telegram, email and other channels, with Knowledge agents (they answer with your business information), Coordination agents (they classify and assign conversations using the rules you define) and Executor agents (they schedule, validate payments, generate documents and follow up).
- **Toward your team:** Tasks, processes you describe in natural language and the AI carries out, such as reports, filling in forms, data extraction and deliverables in PDF, Word or Excel.

The features available depend on the plan and add-ons you subscribe to. We may improve or change features over time; if a change significantly reduces what you subscribed to, we will notify you in advance (see section 16).

2. Ways to subscribe and your account

- **Self-service.** You subscribe online at chat.luci.mx/contratar: you choose your plan, create your user, enter your tax data (or choose not to receive an invoice) and pay by card. Once the payment is confirmed, we automatically create your business's account with your user as administrator and your plan's limits, and you configure it from the dashboard with our guides. Each user can subscribe to only one self-service account.
- **Assisted setup (optional).** Self-service has no setup fee. If you want our team to help you configure your agents and channels, write to hola@luci.mx: it is an optional service, quoted and paid separately.
- **Assisted subscription.** If you subscribe with a Luci proposal or contract (for example, Enterprise or a custom implementation), the scope, price, setup and payment method are those of that proposal (see section 15).

- Having access to the dashboard does not mean your channels are already live: connecting WhatsApp or other channels may require third-party approvals (for example, from Meta) that can take time. Your AI agents start working when you create an inbox and link an agent to it.
- You must provide truthful information and keep it up to date, including your tax data.
- You are responsible for your team's accounts: who has access and with which role, keeping their passwords safe, and what is done with them. Any current administrator of your account can pay, update the card, cancel or reactivate the subscription and see the invoices. Notify us immediately at hola@luci.mx if you detect unauthorized access.
- Luci is a service for businesses and professionals; it is not intended for consumers or minors.

3. Plans, limits and overages

Current self-service plans (prices in Mexican pesos, **plus VAT**):

- **Básico (Basic): $2,990 MXN per month.** Up to 1,100 conversations handled by the AI and **567 million input tokens and 11 million output tokens** of AI usage per month, 3 users (including the administrator), 2 channels, 10 GB of storage, Vision (image reading) and Calendar (appointment scheduling in Google Calendar) included.
- **Pro: $4,490 MXN per month.** Up to 2,300 conversations handled by the AI and **1,185 million input tokens and 22 million output tokens** of AI usage per month, 6 users (including the administrator), 5 channels, 30 GB of storage, Vision (image reading) and Calendar included.

The current terms are shown during subscription before you pay; the ones you accept when subscribing are the ones that apply to your subscription, except for changes we notify you of under section 16. Tasks and additional capacity (users, channels or storage) will be offered as **add-ons** when available; their price will be shown to you before you subscribe to them. Discount codes and special prices apply only under the conditions and for the period they state; after that, your plan's current price is charged.

How limits are counted:

- **Users and channels:** once you reach your plan's limit you cannot add more. Each WhatsApp number, page, email or widget is a channel.
- **Measurement month:** conversations and tokens are measured per **calendar month**, from the 1st to the last day of each month, and reset on the 1st, regardless of your monthly billing date (section 5). In the month you subscribe, you get your plan's full quota from the day you subscribe.
- **Conversations:** only conversations **handled by the AI** count. Each one counts once, in the month the AI first replies to it; if it continues or is reopened later, it does not count again. Conversations handled only by your team do not count. Going over the included amount never stops you from receiving messages.
- **AI usage (tokens):** all tokens the AI processes to handle your conversations in the calendar month count, including those for images, documents and audio and those the AI provider reuses from its temporary memory (cache). Your plan has **two limits: the included conversations and the included tokens; whichever is reached first applies**. We will notify you as you approach and when you reach either one.

- **Additional conversations:** we will notify you when you are approaching and when you reach the conversations included in your plan. To keep serving with the AI you can buy **additional conversation packs** from the platform (price per conversation: **$2.50 MXN on Básico and $2.00 MXN on Pro, plus VAT**), which are charged when you buy them and are valid until the last day of the calendar month in which you buy them; they do not roll over and are non-refundable. Each conversation in a pack also adds 514,800 input tokens and 9,438 output tokens; your account's total tokens for the month are rounded up to the next million. If you reached either limit and don't buy a pack, you never stop receiving messages: the AI stops handling new conversations (and, if tokens ran out, stops replying), and your team continues them, until you buy a pack, change plans or the next month starts. **We never charge for additional conversations you haven't bought.**
- **Storage:** files in your knowledge base and in Tasks count; files your contacts send you in conversations do not. Exceeding your storage does not generate additional charges; if it happens, we may contact you to adjust your plan or your files.

Changes to prices and limits. Prices, usage limits (conversations and tokens) and other plan conditions are subject to change. Luci will report changes by email or on the platform. Changes to limits apply from the 1st of the following month, and price changes from the next charge.

Support and advisory: the Básico plan includes **1 one-hour online advisory session per month** and the Pro plan **up to 2**. Sessions do not roll over from one month to the next and must be scheduled at least 48 hours in advance; if you cancel less than 24 hours before or don't show up, the session counts as used. **Additional sessions cost $900 MXN plus VAT per hour**. Platform failure reports are handled by email at hola@luci.mx and do not count as a session.

4. Prices, taxes and invoicing

- Prices are in Mexican pesos and **do not include VAT (IVA)**, which is added to the charge. We may update prices; we will notify you in advance and the new price will apply from the next billing period after the notice.
- **Withholdings.** When the law requires your business to withhold taxes on our services (for example, the 1.25% income tax withholding that legal entities make when the issuer is under the Simplified Trust Regime, RESICO), your card will be charged the net amount, equal to the CFDI total, and you are responsible for paying the withheld amount to the SAT. The breakdown (subtotal, VAT, withholding and total) is shown to you before you pay.
- **CFDI.** We issue the Mexican tax receipt (CFDI) for each charge with the tax data you provide, through our electronic invoicing provider, and send it to your invoicing email. We validate your data with the SAT before charging; if it does not match your tax status certificate (Constancia de Situación Fiscal), we will ask you to correct it.
- **If you do not need an invoice**, you can say so when subscribing: your charges will be included in the monthly global invoice to the general public.

- **If the CFDI cannot be issued** because of a problem with your tax data, we will notify you so you can correct it and we will retry. If it has still not been issued after 48 hours, the charge will be included in the global invoice to the general public, unless the charge carries a tax withholding; in that case we will resolve it with you.
- **Refunds.** When we refund a charge that was already invoiced, we cancel the CFDI or issue a credit note, as applicable under SAT rules.

5. Billing, payments and non-payment

- **Monthly subscription with automatic charge.** The first charge is made when you subscribe and then every month, in advance, on the same date. By registering your card, **you authorize Luci to charge it every month** for the monthly fee, plus taxes, while the subscription is active, as well as the add-ons you subscribe to. Additional conversation packs are charged to the same card only when you buy them (see section 3). Third-party service charges are not part of these charges (see section 10).
- **Stripe processes payments.** You enter your card details directly with Stripe; Luci never sees or stores your card number or security code (see the Privacy Policy). Your charges, invoices and card are managed from "Mis contrataciones" (My subscriptions) at chat.luci.mx/contratar.
- **Bank transfer (SPEI).** Only for assisted subscriptions, when agreed with you in writing.
- **If a charge fails.** We will automatically retry the charge for about two weeks and notify you so you can update your card. During this grace period you keep full access. If the payment is not settled when the retries end, **we will suspend the account**: your team will not be able to log in and the AI agents will stop working. Suspension **does not delete your data**, and the account is reactivated as soon as you pay the outstanding balance from "Mis contrataciones". If the account remains suspended for non-payment, we may terminate the subscription, with prior notice.
- **If we charge you and cannot create your account** (for example, because your user already has a self-service subscription), we refund the charge. If you see a duplicate or unrecognized charge, write to hola@luci.mx.

6. Cancellation, reactivation and termination

- You can cancel your subscription at any time from "Mis contrataciones". The service remains active until the end of the period already paid and no further charges are made. **There are no prorated refunds** for unused time, unless agreed in writing.
- When the subscription ends, the account is suspended without deleting its data. An administrator can **reactivate the same account**, with its data, by starting a new subscription from "Mis contrataciones", while we keep it (see below). If you choose a plan with lower limits when reactivating, we do not delete users or channels, but you will not be able to add more until you are within the limit.
- In assisted subscriptions, the setup fee is **non-refundable** once configuration work has started, unless the proposal says otherwise. The same applies to assisted setup.
- We may terminate or suspend the service for a serious breach of these Terms (see section 11) or for non-payment (see section 5).

- **Your data after termination.** During the 90 days after your subscription ends you can reactivate your account or ask us to export your data (contacts, conversations and configuration) at hola@luci.mx. After that we delete it in accordance with the Privacy Policy, except for what the law requires us to keep (for example, tax receipts).

7. Your data and your contacts' data

- **You are responsible for your contacts' data** (customers, job candidates and anyone else who writes to your business): for having a legal basis to process it, for giving them your own privacy notice, and for making sure your team uses it properly.
- **If you use Luci for recruiting:** ask your candidates only for the documents you really need, inform them through your privacy notice, obtain their express consent for sensitive data (for example, health data) and delete identity documents once you no longer need them. Luci gives you the tools, but how that data is used is your decision and responsibility.
- **Luci acts as a data processor** and provides the information security layer: it safeguards that data with the measures described in the Security section of the Privacy Policy, including encryption in transit and at rest, and uses it only to provide the service to you, following your instructions.
- **Security of your information.** Luci protects, with technical and administrative security measures, the information you share to use the service, including what is required to connect other systems, and uses it only to provide the service you activate.
- **Luci does not use your information or your conversations to train or retrain AI models.** The agents run on large language models (LLMs) from external providers, hosted and operated in the United States, used under paid offerings in which the provider does not use that information to train or improve its models.

8. Use of artificial intelligence

- **AI can make mistakes.** The agents' answers and actions may contain errors, incomplete information or wrong interpretations.
- **You configure your agents:** their instructions, rules, prices and knowledge base. You are responsible for that information being correct and for reviewing anything critical (for example, prices, payments, hiring decisions, or legal or medical information) before acting on it.
- **Decisions about people are your team's.** In recruiting, the AI helps inform candidates, receive and review documents and organize profiles; the decision to hire or reject someone is made by your team, without discriminatory criteria.
- Luci includes **handoff to a human** so your team can take over a conversation when needed. We recommend configuring it for sensitive cases.

9. WhatsApp and other channels

- **You choose how to connect WhatsApp:** through Meta's **official WhatsApp Business API** or by linking your number with a **QR code**.

- **Meta charges.** With the official API, Meta charges for conversations, messages and templates according to its own rates. Those charges **are not included in your plan** and you pay them directly to Meta with the payment method of your WhatsApp Business account (see section 10).
- **Risks of the QR connection.** Linking by QR is not an official Meta integration for businesses. WhatsApp may restrict or block the number, the connection may drop and require you to scan the code again, and some features (such as Meta-approved templates) are not available. If you choose QR, you accept those risks; for high-volume or critical operations we recommend the official API.
- Each channel has its own policies (WhatsApp Business, Meta, Telegram, etc.). Those platforms may limit or block your number or account for breaking their rules, and that is outside Luci's control.

10. Third-party services and charges

Luci connects with third-party services that you choose to subscribe to, connect or use. Their charges **are not included in your plan**, are your responsibility and are paid directly to each provider, under its own rates and terms. **Luci does not invoice them, collect them on your behalf or refund them.** These include:

- **Meta and WhatsApp Business:** conversations, messages and templates of the official API.
- **Phone numbers:** the lines you connect to WhatsApp or other channels and their carrier plans.
- **Google:** Google Workspace licenses and services of the Gmail or Google Calendar accounts you connect.
- **Email and other channels:** email, SMS or other messaging providers you connect.
- **Other systems:** the CRM, ERP or any other service you connect to your agents or Tasks.
- **Your bank:** any fees your bank or card issuer charges for the payments.

Rate changes, suspensions or blocks applied by those providers do not change the price of your Luci plan.

11. Acceptable use

When using Luci you agree to:

- Not send spam or unsolicited bulk messages, and to have the consent each channel requires to message your contacts.
- Comply with the policies of each channel you connect (see section 9).
- Not use Luci for unlawful, deceptive or discriminatory content or activities, or for anything that violates third-party rights.
- Not attempt to compromise the platform: access it without authorization, bypass limits or controls, create accounts automatically, reverse engineer it, or **inject malicious instructions** into the AI agents to make them act outside their configuration.

If we detect a serious breach, we may suspend the service or the account immediately to protect Luci, other customers or third parties. Whenever possible, we will notify you first and give you the opportunity to fix it.

12. Availability and support

- On the Básico and Pro plans we make **reasonable efforts** to keep Luci available, but we do not guarantee a service level (SLA). We will announce scheduled maintenance in advance. Support is by email at hola@luci.mx; to handle your request, our team may enter your account only when needed.
- For assisted subscriptions, availability and support are as agreed in the proposal or contract.
- Luci depends on third-party services such as Meta (WhatsApp, Instagram, Facebook), Google, Stripe and our electronic invoicing provider. Their failures, changes or restrictions are outside our control.

13. Intellectual property

- The platform, its software, brand and design belong to Luci. We grant you a non-exclusive, non-transferable license to use it while your subscription is active.
- **Your data and content are yours:** conversations, contacts, documents, knowledge base and anything your agents and Tasks generate for you. You give us permission to use them only to provide the service to you.
- If you share suggestions to improve Luci, we may use them without any obligation to you.

14. Limitation of liability

To the extent permitted by law, Luci's total liability to you for any claim related to the service **is limited to the amount you paid us in the 12 months before** the event giving rise to it. Luci is not liable for indirect damages, such as lost profits, lost sales, lost opportunities or reputational harm. This limit does not apply where the law does not allow liability to be limited, such as in cases of willful misconduct.

15. Signed contracts and proposals

If you signed a contract or proposal with Luci (for example, in an assisted subscription or Enterprise), its terms **prevail** over these Terms where they conflict. Otherwise, these Terms apply.

16. Changes to these Terms

We will publish any change on this page and update the version and date at the top. If the change is significant, we will notify you in advance by email or within the platform, and we may ask you to accept the new version. If you do not agree, you may cancel before it takes effect; if you keep using Luci afterward, you are deemed to accept it.

17. Governing law and jurisdiction

These Terms are governed by the laws of the United Mexican States. For any dispute, the parties submit to the competent courts of Mexico. Before that, we will try to resolve it in good faith if you write to us at hola@luci.mx.

18. Contact

For any questions about these Terms, write to us at hola@luci.mx. These Terms are also available in Spanish; if there is a discrepancy, the Spanish version prevails.