Bailbooks Terms of Service

Effective Date: October 19, 2026

Agreement Overview

Welcome to https://bailbooks.com/. By accessing or using our website, software, or services (collectively, the “Platform”), operated by Bailbooks LLC (“Bailbooks”), you agree to these Terms of Service (“Terms”). Please read these Terms thoroughly. If you do not accept them, you should not use our Platform.

What Bailbooks Does

Bailbooks delivers software and technology solutions for bail bond agencies, including digital payments, electronic signatures, document management, customer tracking, and related tools, all through a subscription-based web and mobile application.

Communications and Consent

By visiting https://bailbooks.com/, emailing Bailbooks, or using the Bailbooks application, you consent to receiving communications from us electronically. All notices, agreements, disclosures, and other communications provided by us electronically meet any legal requirement that such communications be in writing.

Managing Your Account

You are responsible for keeping your account information, including your password, secure. You must ensure that your login credentials are not shared and that your devices remain protected. Any activity conducted through your account is your responsibility. You may not transfer your account to another party. Bailbooks reserves the right to suspend or terminate accounts or to refuse service at our discretion.

Use by Minors

Bailbooks does not knowingly collect information from individuals under the age of 13. Users under 18 must only use the Platform with parental or guardian approval.

Links to Other Sites

Our Platform may include links to external websites. Bailbooks does not control the content or policies of these third-party sites and assumes no responsibility for them. Links are provided for user convenience only.

Lawful Use and Intellectual Property

Your right to access https://bailbooks.com/ is limited, non-exclusive, non-transferable, and may be revoked at any time. You must use the Platform for lawful purposes only and avoid any activity that interferes with its

operation.

All content, designs, code, and other materials on the Platform belong to Bailbooks or our licensors. You may not copy, redistribute, modify, publish, display, create derivative works from, or commercially exploit any content without explicit written permission.

Indemnity

You agree to protect and indemnify Bailbooks, its employees, affiliates, and partners from any claims, damages, or losses (including reasonable legal fees) that result from your violation of these Terms or your misuse of the Platform.

Governing Law & Arbitration

These Terms are governed by the laws of Colorado. Any disputes will be resolved exclusively through binding arbitration in Colorado under the rules of the American Arbitration Association. Arbitrators' decisions are final, and judgment may be enforced in any court with appropriate jurisdiction.

Limitation of Liability

Bailbooks is not liable for indirect, incidental, punitive, or consequential damages connected to your use of the Platform. Our total liability, if any, will not exceed the amount you have paid us in the six months prior to any claim. All services and software are provided "as is," and we disclaim all express and implied warranties, including merchantability and fitness for a particular purpose.

No Group or Class Actions

All disputes must be resolved individually. You may not bring any class, collective, or representative action against Bailbooks. The arbitrator is not allowed to consolidate more than one person's claims.

Ending or Restricting Access

We may suspend or terminate your access to the Platform without prior notice if you breach these Terms or engage in harmful activity. This agreement is governed by Colorado law.

Relationship Status

These Terms do not create any partnership, joint venture, agency, or employment relationship between you and Bailbooks.

Complete Agreement

These Terms, along with any posted policies or additional agreements, represent the full agreement between you and Bailbooks concerning your use of our Platform. They override all previous agreements and communications.

E-Signatures and Electronic Notices

By using our services, you agree to receive disclosures, agreements, and notices electronically. Clicking “Accept” or similar actions is legally equivalent to your physical signature. Keep your contact information current to ensure you can receive these communications.

Subscriptions and Billing

By signing up for Bailbooks, you agree to recurring subscription billing. Charges are processed at the start of each billing cycle. Some features (like SMS alerts) may incur additional charges. All payments are final and non-refundable, except where required by law.

Refund Policy

Subscriptions are month-to-month. You can cancel any time through the app or by emailing gary@bailbooks.com. Your service remains active through the current billing period; after that, it stops renewing.

Bailbooks may suspend or cancel your access if:

- You violate any Terms
- Your payment is late
- Your activity threatens our security or negatively affects other users

Suspension or cancellation does not excuse you from paying any amounts owed.

Data Retention

We keep your data as long as needed to provide services or meet legal obligations. After you close your account, we keep your information for 120 days and then permanently delete it unless law requires otherwise.

Acceptable Use Rules

You agree to use Bailbooks legally and responsibly. Do not:

- Break any law or regulation
- Upload viruses or malicious code
- Try to access another user’s account or Bailbooks systems without permission
- Disrupt or interfere with our services

Automated access and AI agents are prohibited as set forth in the Automated Access and AI Agent Provisions section of these Terms. Violations may result in loss of access or legal action.

Loss of Service

Bailbooks is not liable for service interruptions caused by circumstances beyond our control (e.g., natural disasters, war, government action, internet failures). We will work to restore service as soon as possible, but prolonged outages may lead to cancellation of your agreement with no penalty.

Updating These Terms

We may modify these Terms at any time. The updated version will be posted on https://bailbooks.com/ and the effective date will be revised. Your continued use means you accept the new Terms.

Automated Access and AI Agent Provisions

The following provisions govern the use of automated systems, artificial intelligence agents, and related technologies in connection with the Platform. These provisions are a material part of these Terms.

1. Definitions — Automated Access

For purposes of these Terms:

"Automated Agent" means any software, program, system, or process that accesses, interacts with, reads from, writes to, or operates the Platform in whole or in part without a human being personally and contemporaneously performing each action through the Platform's user interface. Automated Agents include, without limitation:

- (a) artificial intelligence agents, AI assistants, AI copilots, and autonomous or semi-autonomous agents of any kind, whether hosted by the Customer, a third party, or a cloud provider;
- (b) large language model ("LLM") based tools, generative AI tools, chatbots, and conversational assistants, including any tool that uses an LLM to decide what actions to take within the Platform;
- (c) "computer use," "browser use," "operator," or "agentic browsing" systems that view a screen or web page and issue clicks, keystrokes, or navigation on a user's behalf;
- (d) bots, crawlers, spiders, scrapers, harvesters, indexers, and offline readers;
- (e) headless browsers, browser automation frameworks, and automated testing tools (for example, Selenium, Playwright, Puppeteer, or similar) when used against the Platform;
- (f) robotic process automation ("RPA") tools, macro recorders, keyboard and mouse automation, and screen-scraping tools;
- (g) scripts, programs, or services that submit requests to the Platform's web servers, endpoints, forms, or files other than through a standard web browser operated in real time by a human User;
- (h) Model Context Protocol ("MCP") servers, connectors, plug-ins, tool integrations, or any other mechanism that exposes the Platform, Customer Data, or a User's session to an AI system or third-party application;
- (i) proxies, relays, or intermediary services that forward a User's credentials, session, or requests to or from any of the foregoing.

"Customer Data" includes, for purposes of this section, all case, bond, defendant, indemnitor, payment, invoice, balance, court-date, check-in, document, image, and attachment data stored in or produced by the Platform, in any format, including generated PDFs and uploaded files.

"AI Training" means using any data to train, fine-tune, evaluate, ground, embed, index, or otherwise improve a machine learning or artificial intelligence model or system, including building retrieval or vector indexes.

2. Prohibition on Automated Agents and Automated Access

Bailbooks is designed and licensed exclusively for direct, interactive use by authorized human Users. Except as expressly permitted in writing by Bailbooks under Section 6 of these Automated Access and AI Agent Provisions, Customer and each User shall not, and shall not permit, authorize, assist, or enable any third party to:

- (a) use, deploy, connect, or direct any Automated Agent to access, log in to, browse, operate, query, read, download, export, or modify the Platform or any Customer Data;
- (b) provide, share, store, or enter any Platform credentials (including usernames, passwords, one-time codes, session cookies, or tokens) to or within any Automated Agent, AI system, password vault integration used by an AI system, or third-party service for the purpose of accessing the Platform;
- (c) retrieve, scrape, harvest, crawl, copy, mirror, or extract Customer Data or any portion of the Platform, including attached documents and PDFs, by automated means;
- (d) use any Customer Data obtained from the Platform, or any content, structure, or output of the Platform, for AI Training, whether by Customer or by any AI vendor acting on Customer's behalf;
- (e) attempt to discover, reverse engineer, call, or integrate with any internal interface, endpoint, web method, handler, or data feed of the Platform. Bailbooks does not offer a public application programming interface ("API"), and no undocumented interface is licensed for use;
- (f) circumvent, disable, defeat, or interfere with any security, authentication, rate-limiting, bot-detection, IP-blocking, or monitoring measure used by the Platform, including by rotating IP addresses, spoofing user agents, mimicking human interaction patterns, or using residential or rotating proxies;
- (g) build, operate, or offer any product, service, or "assistant" that provides access to the Platform or Customer Data on behalf of Customer or any other person.

For clarity, the prohibitions in this Section apply regardless of whether the Automated Agent is limited to read-only operations, whether it operates on Customer's own Account and Customer Data, and whether it is operated by Customer, a User, an employee, a contractor, or a third-party vendor.

3. Monitoring, Detection, and Blocking

Customer acknowledges and agrees that:

- (a) Bailbooks monitors traffic to and use of the Platform and employs technical measures to detect and block Automated Agents, including analysis of request patterns, request headers, timing, and behavior;
- (b) Bailbooks may, without prior notice and without liability, block, throttle, challenge, terminate, or refuse any request, session, IP address, network range, or device that Bailbooks reasonably believes to be an Automated Agent or to be operating in violation of Section 2;
- (c) such blocking may incidentally affect legitimate traffic from the same network, device, or Account, and Bailbooks shall have no liability for any resulting interruption;
- (d) Bailbooks may log and retain evidence of suspected automated access for security, enforcement, and legal purposes.

4. Enforcement, Suspension, and Termination

Any violation of Section 2 is a material breach of these Terms. In addition to any other remedy, Bailbooks may, in its sole discretion and without prior notice:

- (a) suspend or terminate the offending User, the Account, or the Customer's access to the Platform;

- (b) require Customer to identify and certify in writing the removal of any Automated Agent, integration, or stored credential involved;
- (c) require Customer to delete, and certify the deletion of, any Customer Data or Platform content obtained through prohibited automated access, including any copies held by an AI vendor or in any index, embedding, or model;
- (d) pursue injunctive relief and recover its costs of investigation and enforcement, including reasonable attorneys' fees.

Customer remains responsible for all fees through the end of the then-current term notwithstanding any suspension or termination under this Section.

5. Customer Responsibility and Indemnity

Customer is solely responsible for all access to and use of the Platform under its Account, including by any Automated Agent connected by, or using credentials belonging to, Customer or any User. Customer shall indemnify, defend, and hold harmless Bailbooks and its affiliates, officers, employees, and agents from and against all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to (a) any Automated Agent's access to or use of the Platform through Customer's Account, (b) any disclosure, loss, or misuse of Customer Data, defendant or indemnitor personal information, or third-party data resulting from such access, and (c) any breach of Section 2 by Customer, its Users, or anyone acting on their behalf.

Bailbooks disclaims all liability for any loss, corruption, exposure, or misuse of Customer Data that results from Customer's use of, or provision of credentials to, any Automated Agent or third-party AI system.

6. No Implied Permission; Written Exceptions Only

Nothing in the Platform's features (including any export, print, email, or download function) grants permission to automate those functions. Any exception to this Section must be granted in a written agreement signed by an authorized officer of Bailbooks that specifically identifies the Customer, the Automated Agent, the permitted scope, and the security requirements. Email correspondence, support tickets, and verbal statements do not constitute a written exception. Bailbooks has no obligation to grant any exception.

7. Survival and Updates

Sections 1 through 6 of these Automated Access and AI Agent Provisions survive termination or expiration of these Terms and of Customer's subscription. Bailbooks may update these provisions from time to time to address new forms of automated or AI-based access; continued use of the Platform after an update constitutes acceptance.

Contact Us

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