

Credits, Billing, Auto-Renewal & Refund Policy

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This Policy explains how Clientor plans, credits, automatic renewal, auto top-up, budget caps, refunds and cancellation work. It forms part of the Terms of Service. Prices are not set out here: plan prices and the credit price table are shown on our pricing page, in the dashboard under Settings ? Billing, and on the checkout screen before you pay, and the prices shown there when you buy are the prices that apply.

1. Plans

1.1 Subscription plans. Each plan has a recurring price, billed monthly or annually as you choose, and includes a monthly allowance of Credits and the features listed for that plan.

1.2 Free trials. If we offer a free trial or an introductory price, the checkout screen will state its length, the date it ends, the price that applies afterward, and how to cancel. Unless you cancel before the trial ends, your paid subscription starts automatically at the end of the trial and we charge your payment method the stated price. We remind you by email at least 7 days and not more than 21 days before a free trial converts to a paid subscription.

1.3 Upgrades and downgrades. An upgrade takes effect immediately; we charge the pro-rated difference for the rest of the current billing period and your included Credits increase pro rata. A downgrade takes effect at the start of your next billing period.

1.4 Embedded and agency plans. If you use C2R.ai (Clientor) inside a partner product or through an agency, the partner or agency may bill you and their billing terms apply alongside this Policy.

2. Credits

2.1 What Credits are. Credits are units that measure your use of metered features. Each metered action (for example, model usage measured in tokens, a minute of voice, a text message, an email, a tool action, a knowledge refresh, a Business Brain research run, or a phone number for a month) consumes the number of Credits shown in the credit price table in force when the action happens. The dashboard shows an estimate of Credit use before you turn an Agent or flow on, and the actual use per Agent and flow afterward.

2.2 No cash value. Credits are a license to use the Service, not money, a deposit, a stored-value instrument or property. They have no cash value, cannot be exchanged for cash, cannot be transferred, sold or assigned to another organization, and are not refundable except as section 7 states.

2.3 Included Credits. Credits included in your plan are added at the start of each billing period (monthly, even on annual plans) and expire at the end of that monthly period. Unused included Credits do not roll over.

2.4 Purchased Credits. Credits you buy in a pack, including through auto top-up, expire 12 months after the date of purchase. Purchased Credits are used only after included Credits for the period have been used up, and the oldest purchased Credits are used first.

2.5 Promotional Credits. Credits we give for free (for example, sign-up, referral or goodwill Credits) expire on the date stated when we give them, or 90 days after they are given if no date is stated, and are used before purchased Credits.

2.6 Passed-through fees. Some third-party costs are charged in Credits or as separate line items, as the price table shows, including carrier text-message registration and campaign fees, carrier surcharges, number porting fees, and premium marketplace Agents.

2.7 Rounding and measurement. Voice is measured per second and rounded up to the next whole second; Credit balances are shown to two decimal places. Our metering records are the basis for usage unless you show they are wrong.

3. Automatic renewal

3.1 How renewal works. Your subscription renews automatically at the end of each billing period, for a period of the same length (one month or one year), and we charge your payment method on file the plan price in effect at renewal, plus applicable taxes, until you cancel.

3.2 What we show before you subscribe. Before you confirm a subscription, the checkout screen shows, close to the confirmation button: the plan; the price and billing frequency; that the subscription renews automatically until you cancel; the length of any trial and the date and amount of the first charge; the included Credits and their expiry; whether auto top-up is on and your budget cap; and how to cancel. You confirm by checking a separate, unchecked acceptance box.

3.3 Confirmation. After you subscribe, we email a confirmation that repeats these terms, explains how to cancel, and includes a link to the documents you accepted.

3.4 Reminders. For annual plans, we email a renewal reminder at least 15 and not more than 45 days before each renewal date, stating the renewal date, the amount, and how to cancel. For all plans, we also send at least once a year a reminder of the subscription terms, the amount charged and how to cancel. Every renewal receipt shows how to cancel.

3.5 Material changes. We will tell you clearly and in advance about any material change to the price or to the services included in your plan, as section 5 describes.

4. Auto top-up and budget caps

4.1 Auto top-up. If you turn on auto top-up, you choose a Credit pack and a threshold. Each time your Credit balance falls below the threshold, we automatically charge your payment method for the pack price and add the Credits. Auto top-up is off until an Owner turns it on and accepts the Recurring Payment & Auto Top-Up Authorization.

4.2 Monthly budget cap. When auto top-up is on, an Owner must set a monthly budget cap. The total of auto top-up charges in a calendar month will never exceed the cap. You can also set caps per Agent and per flow.

4.3 Hard stop. When your Credit balance reaches zero and the next top-up would exceed the cap (or auto top-up is off), metered actions stop: Agents in auto mode stop starting new outbound

calls, messages and actions, inbound calls are routed to your fallback (forwarding number or voicemail, which you set), and scheduled steps are paused. A call or conversation already in progress when the stop is reached is allowed to finish, and the Credits it uses are charged against your next top-up or billing period. We notify Owners by email and in the dashboard when you reach 75% and 100% of the cap and when Agents stop.

4.4 Changing settings. Owners can turn auto top-up off, change the pack, threshold or cap, or buy Credits manually at any time in Settings ? Billing. A lower cap takes effect immediately.

4.5 Notices. Every auto top-up charge generates an emailed receipt. You can also choose to be notified before each top-up.

5. Price changes

5.1 We may change plan prices, Credit pack prices or the credit price table by giving at least 30 days' notice by email to your Owners and billing contact and in the dashboard.

5.2 A new plan price applies from your first renewal date after the notice period. For annual plans, a price change never applies during a year you have already paid for.

5.3 A change to the credit price table applies to usage after the notice period. The Credits in your balance remain; the number of Credits an action consumes is set by the table in force when the action happens.

5.4 If you do not agree to a price change, you may cancel before it takes effect. If you cancel because of a price change to the credit price table, we refund the purchase price of your unused, unexpired purchased Credits.

6. Taxes, invoices and failed payments

6.1 Currency and taxes. Prices are in US dollars unless the checkout says otherwise and exclude taxes. We add sales, use, telecommunications and similar taxes and regulatory fees where we are required to collect them, based on your billing address. If you are tax-exempt, provide a valid exemption certificate before purchase.

6.2 Invoices and receipts. Receipts and invoices are emailed and available in the dashboard. Accounts on invoice terms pay within 30 days of the invoice date, by card, ACH or wire.

6.3 Late payment. Undisputed invoiced amounts not paid when due accrue interest at 1.5% per month or the maximum rate the law allows, whichever is lower.

6.4 Failed card or bank payments. If a charge fails, we email your Owners and billing contact and retry the charge up to four times over the next 14 days. During that period the Service continues. If payment has not succeeded after 14 days, we may restrict the account to inbound answering only (with outbound, auto top-up and new Agents paused). If payment has not succeeded after 30 days, we may suspend the account; and after 60 days we may terminate it under the Terms of Service. You can update your payment method at any time in Settings ? Billing, and the restriction is lifted as soon as payment succeeds.

6.5 Disputing a charge. If you believe a charge is wrong, tell us at [BILLING EMAIL] within 60

days of the charge. We will review it and correct any error promptly.

7. Refunds

7.1 Subscription fees. Subscription fees are charged in advance and are not refundable for partial billing periods, unused features or unused included Credits, except as this section 7 or the law requires.

7.2 Purchased Credits. Purchased Credits are not refundable once bought, except that we refund the purchase price of unused, unexpired purchased Credits when: we terminate the Service for you for convenience or discontinue it; you cancel because of a price change to the credit price table (section 5.4) or a material change to these terms that you do not accept; or you terminate the Agreement because of our uncured material breach.

7.3 Billing errors. We refund or credit any amount we charged in error, including duplicate charges and charges after a valid cancellation.

7.4 Service failures. If the Service fails during a metered action because of our error (for example, a call drops because of a platform fault), we restore the Credits used for it when you report it within 30 days.

7.5 First annual subscription. If you cancel your first annual subscription within 14 days after the first charge, we refund the annual fee minus the value of included Credits you used, calculated at the price of the smallest Credit pack.

7.6 How refunds are paid. Refunds go to the original payment method within 10 business days of approval.

8. Cancellation

8.1 Cancel online at any time. An Owner can cancel a subscription online, at any time, in the dashboard under Settings ? Billing ? Cancel plan. The cancellation path has no more steps than the sign-up: we may show one screen with an offer or a short optional survey, but the cancel button is always on that screen. You can also cancel by emailing [BILLING EMAIL] from an Owner's email address or by calling [SUPPORT PHONE]; we process those requests within one business day. If you subscribed through a partner product or agency, you can cancel through the same channel you used to sign up.

8.2 Confirmation. We confirm cancellation immediately on screen and by email, stating the date the cancellation takes effect.

8.3 Effect. Cancellation stops future renewal charges. Your plan continues until the end of the period you have already paid for, and you can keep using included Credits for the current month and your purchased Credits until the period ends. Auto top-up stops immediately on cancellation. At the end of the period, Agents stop, numbers are held for 30 days for porting and then released, and your data is kept for 30 days for export and then deleted as the Terms of Service describe. Unused Credits expire when your subscription ends, except where section 7.2 provides a refund.

8.4 Reactivation. You can reactivate within 30 days of the end of your subscription and keep

your Agents, data and numbers still held.

9. Chargebacks

9.1 Please contact us before disputing a charge with your bank or card issuer; most problems can be fixed within a business day.

9.2 If you file a chargeback or payment reversal for a charge that was authorized under this Policy, we may suspend outbound features and auto top-up while the dispute is open, submit evidence of your authorization (including your acceptance record) to the card network, and recover from you the dispute fee our payment processor charges us if the dispute is decided in our favor.

9.3 If a dispute is decided in your favor, the disputed amount is treated as refunded and any Credits bought with it are removed from your balance.

10. Contact

Billing questions: [BILLING EMAIL]. Support: [SUPPORT EMAIL]. [CLIENTOR LEGAL ENTITY], [ADDRESS].