

Terms of Service

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These Terms of Service are the agreement between your business and [CLIENTOR LEGAL ENTITY] for the C2R.ai (Clientor) platform. They explain what the platform does, what we promise, what you are responsible for (especially for the calls, texts and emails your AI agents send), how credits and billing work, and how disputes are resolved. Please read sections 6, 7, 8, 18, 19 and 22 closely: they cover your responsibility for your agents' communications, billing and automatic renewal, limits on our liability, and binding arbitration with a class-action waiver.

1. Who this agreement is between, and what it includes

1.1 These Terms of Service (the "Terms") form a binding agreement between [CLIENTOR LEGAL ENTITY], a [STATE OF INCORPORATION] [ENTITY TYPE] with its principal office at [ADDRESS], doing business as Clientor.ai and C2R ("Clientor", "we", "us", "our"), and the business or organization that creates an account or uses the Service ("Customer", "you", "your").

1.2 The person who accepts these Terms on your behalf confirms that they are at least 18 years old and are authorized to bind your organization. If they are not authorized, they accept these Terms personally and are responsible for the obligations of the Customer.

1.3 These Terms incorporate the following documents, each as published at the address shown and as updated under section 23 (together, the "Agreement"):

- the Acceptable Use Policy (clientor.ai/legal/acceptable-use);
- the Communications & AI Agent Policy (clientor.ai/legal/communications-policy);
- the Credits, Billing, Auto-Renewal & Refund Policy (clientor.ai/legal/billing);
- the Recurring Payment & Auto Top-Up Authorization you accept at checkout (clientor.ai/legal/payment-authorization);
- the Data Processing Addendum (clientor.ai/legal/dpa);
- the Privacy Policy (clientor.ai/legal/privacy), which describes how we handle personal information for which we are the controller;
- the order form, plan page or checkout screen that shows your plan, term and the credit price table that applies to you (the "Order"); and
- where you resell the Service, the Agency / White-Label Reseller Addendum.

1.4 If these documents conflict, the following order applies: a signed Order or signed addendum negotiated with us; the Data Processing Addendum (for the processing of personal data); the Communications & AI Agent Policy and the Acceptable Use Policy; the Credits, Billing, Auto-Renewal & Refund Policy; these Terms; then any other policy.

1.5 The Service is for businesses. You may use it only for business, commercial or professional

purposes, not for personal, family or household purposes.

2. Definitions

- "Service" means the C2R.ai (Clientor) platform and everything we make available through it: the dashboard, the Business Brain, the Agent Library, the Instant Builder, agents, flows, the voice, text, chat and email channels, connectors, Opportunity Radar, shadow mode, analytics, APIs, mobile apps, the embedded versions offered inside partner products, and related support.
- "Agent" means an AI-driven software agent configured in your account, whether built by you, generated by the Service, or taken from the Agent Library or a marketplace.
- "Agent Communication" means any call, voicemail, text message (SMS, MMS, RCS), WhatsApp or other messaging-app message, email, chat message or social direct message that an Agent sends, places, answers or drafts through the Service.
- "Contact" means any person or business an Agent communicates with or about on your behalf, including your customers, leads, callers and recipients.
- "Customer Data" means all data that you or your users submit to the Service, that the Service collects from Contacts on your behalf, or that the Service retrieves from systems you connect, including Contact details, call recordings, transcripts, messages, emails, calendar and CRM records, files, prompts and instructions.
- "Business Brain" means the profile of your business that the Service compiles and maintains, described in section 9.
- "Output" means content that the Service generates for you, including Agent replies, drafts, summaries, transcripts, recommendations, Business Brain facts and analytics.
- "Credits" means the units of usage described in section 7 and in the Credits, Billing, Auto-Renewal & Refund Policy.
- "Usage Data" means technical and operational data about how the Service performs and is used (for example, feature usage, latency, error rates, credit consumption, and counts of calls and messages), that does not include the content of Customer Data.
- "Users" means the individuals you allow to access your account.

3. Accounts, organizations and roles

3.1 Registration. You must give accurate, current and complete information when you register, including your legal business name, a business email address and a billing contact, and you must keep it up to date. We may verify the information you provide, including for telephone-number registration, A2P 10DLC brand registration and payment-fraud checks, and we may decline or close an account if it cannot be verified.

3.2 Organizations. Each account is an organization (a "workspace"). One organization represents one legal entity unless you hold an Agency / White-Label Reseller Addendum, which allows you to

manage separate client workspaces.

3.3 Roles. The Service offers the roles Owner, Admin, Member and Viewer, with the permissions shown in the dashboard. Owners control billing, budget caps, legal acceptances, enabling outbound calling and messaging, and deletion of the organization. You are responsible for assigning roles appropriately and for removing access promptly when a person leaves.

3.4 Credentials and security. You are responsible for keeping login credentials, API keys and connector credentials confidential, for enabling multi-factor authentication for Owners and Admins (which we strongly recommend and may require), and for all activity under your account. Tell us promptly at [SUPPORT EMAIL] if you suspect unauthorized access.

3.5 Users. You are responsible for your Users' compliance with the Agreement. Anything a User does in your account is treated as done by you.

4. The Service

4.1 Access. Subject to the Agreement and payment of the fees, we grant you a non-exclusive, non-transferable, non-sublicensable right during your subscription term to access and use the Service for your internal business purposes and to communicate with your Contacts through it.

4.2 What the Service does. The Service lets you build and run Agents that answer and place phone calls, send and answer text and messaging-app messages, read and draft emails, chat on your website, book appointments, update your systems, and run multi-step follow-up flows across these channels. It researches your business to prepare the Business Brain, proposes Agents and flows, and reports on what they did.

4.3 Changes to the Service. We continuously improve the Service and may add, change or remove features. We will not make a change that materially reduces the core functionality of a paid plan during your current paid term without giving you at least 30 days' notice and, if you object, the right to cancel and receive a pro-rata refund of prepaid fees for the remainder of that term.

4.4 Library Agents and versions. Library Agents are versioned. Improvements roll out automatically unless you have pinned a version. Each new version you put live is your choice, and the Service shows the behavior differences on the Agent's test set before it goes live.

4.5 Embedded and partner versions. If you access the Service inside another product (for example, LuxAviate, Ezlogz or M8T), these Terms govern your use of the C2R.ai (Clientor) features, and the partner product's own terms govern the rest of that product.

4.6 Support and availability. We provide support by email at [SUPPORT EMAIL] and in the dashboard. We use commercially reasonable efforts to keep the Service available 24 hours a day, except for planned maintenance (which we try to schedule outside United States business hours and announce in advance where practical) and events outside our reasonable control. A service-level agreement with service credits applies only if it is included in your Order.

4.7 Telephone numbers. Numbers we provision for you are assigned to you by our telephony provider for as long as your account is active and in good standing and the number is paid for. You do not own the number. You may request a port-out of a number we provisioned for you while

your account is active and paid up, subject to the carrier's porting rules; we will cooperate in good faith. A number that is not ported out within 30 days after your account ends may be released and reassigned.

5. Your responsibilities for Agent Communications

5.1 You are the sender and caller. Every Agent Communication is made by you, for you, under your business name, and to Contacts you choose or who contact you. For the purposes of the Telephone Consumer Protection Act (TCPA), the Telemarketing Sales Rule, the CAN-SPAM Act, state telemarketing, telephone-solicitation, call-recording, AI-disclosure and messaging laws, and carrier and platform rules, you are the caller, sender, initiator and seller. Clientor provides software and acts on your instructions; Clientor does not choose whom your Agents contact, what they offer, or when.

5.2 Compliance. You must comply with the Communications & AI Agent Policy, which forms part of these Terms, and with every law, regulation, carrier rule and platform policy that applies to your Agent Communications, including those about consent, do-not-call lists, calling hours, call frequency, caller identification, artificial and AI-generated voices, call recording and monitoring, AI and bot disclosure, opt-outs, text-message content and registration, email headers and unsubscribes, and the protection of personal information.

5.3 Consent and records. Before an Agent contacts any person by outbound call, text or messaging-app message, you must have, and be able to prove, the consent the law requires for that contact, channel and content. In particular, you must have prior express written consent before an Agent places a call using an artificial or AI-generated voice, or sends an automated text, that introduces an advertisement or constitutes telemarketing. You must keep records of each consent (including the consent wording, date, time, source and the person's number) for at least five years after the last communication sent in reliance on it, and provide them to us within five business days of our request.

5.4 Disclosures. Agents must identify your business, disclose that the caller or sender is an AI agent, and, where a call is recorded, disclose the recording, in each case as the Communications & AI Agent Policy requires. The Service plays and inserts these disclosures by default. You must not disable, shorten or obscure them, and you must not instruct an Agent to claim to be human.

5.5 Platform guardrails. Outbound calling, outbound text messaging and bulk email are locked until your organization completes the compliance setup in the dashboard (including business verification, the outbound compliance checklist and, for text messaging, carrier brand and campaign registration). The Service also applies calling-hour windows, attempt limits, do-not-call scrubbing, opt-out handling and consent checks. These guardrails help you comply but are not a guarantee of compliance and do not shift your legal responsibility to us. You must not attempt to bypass them.

5.6 Your own content and instructions. You are responsible for the instructions, prompts, scripts, knowledge sources, offers, prices and statements you give your Agents, and for the accuracy of the Business Brain once you have reviewed and approved it.

5.7 Regulated industries. If you operate in a regulated industry (for example, healthcare, legal, financial services, insurance, real estate, debt collection, lending, or alcohol,

tobacco, cannabis or firearms), you are responsible for any additional rules that apply to your communications and must configure your Agents accordingly. You may not use the Service for debt collection communications unless you comply with the Fair Debt Collection Practices Act, Regulation F and applicable state law, and you have told us in writing before you begin.

5.8 Cloned voices. Cloned voices are available on the Business plan and above. You may clone only the voice of a person who records their own voice in the Service and gives their own written consent there (for example, your account owner or a staff member), and you are responsible for having that consent for every voice cloned in your workspace and for deleting a voice when that person withdraws consent or leaves your organization. Cloned voices are subject to the Acceptable Use Policy (no one else's voice, no impersonation, no deception; the AI disclosure still applies) and to our Biometric Data Retention and Destruction Policy (clientor.ai/legal/biometric-policy).

6. Agent modes, approvals and human oversight

6.1 Modes. Each Agent, and each action an Agent can take, runs in one of these modes, which you select:

- Shadow mode: the Agent observes real traffic and drafts what it would have done, without contacting anyone or taking any action;
- Draft mode: the Agent prepares replies or actions that a User must approve before they are sent or carried out; and
- Auto mode: the Agent acts on its own within the tools, limits and instructions you have set.

6.2 Defaults. New Agents start in shadow or draft mode. Switching an Agent or an action to auto mode is your decision, made by a User with permission to do so, and is recorded in the audit log.

6.3 Your approval responsibility. When you approve a draft, or switch an Agent or action to auto mode, you take responsibility for the communications and actions that follow. You must monitor Agents in auto mode, review their conversations and escalations regularly, and switch them back to draft or shadow mode if they do not behave as you intend.

6.4 Hand-off. You are responsible for designating human contacts for escalation and hand-off, for answering escalations in a timely way, and for telling Contacts how to reach a human where the law or your own policies require it.

7. Credits, fees and billing

7.1 Plans and Credits. The Service is sold by subscription plans that include a monthly allowance of Credits, and by additional Credits that you buy or that are purchased automatically through auto top-up. Every metered action (for example, model usage, voice minutes, text messages, emails, tool actions, knowledge refreshes, research runs and phone numbers) consumes Credits at the rates in the credit price table shown in your dashboard and on our pricing page at the time of use. The Credits, Billing, Auto-Renewal & Refund Policy, which forms part of these Terms, governs plans, Credits, auto top-up, budget caps, price changes,

taxes, failed payments, refunds, cancellation and chargebacks.

7.2 Automatic renewal. Your subscription renews automatically at the end of each billing period (monthly or annual, as you chose) for a period of the same length, and we charge your payment method on file the then-current plan price, unless you cancel before the renewal date. You can cancel online at any time in the dashboard under Settings ? Billing ? Cancel plan. Cancellation takes effect at the end of the current billing period.

7.3 Auto top-up and budget caps. If you turn on auto top-up, we charge your payment method for the Credit pack you select each time your balance falls below the threshold you set, but never so that your purchases in a calendar month exceed the monthly budget cap you set. When the budget cap is reached, metered actions stop until you raise the cap or the next month begins, as described in the Credits, Billing, Auto-Renewal & Refund Policy.

7.4 Payment authorization. By entering a payment method and accepting the Recurring Payment & Auto Top-Up Authorization at checkout, you authorize us and our payment processor to charge it for all amounts due under the Agreement.

7.5 Taxes. Fees exclude taxes. You pay all sales, use, value-added, goods and services, telecommunications and similar taxes and regulatory fees that apply to your purchases, other than taxes on our net income.

7.6 Price changes. We may change plan prices or the credit price table with at least 30 days' notice by email and in the dashboard. A change to your plan price applies from your first renewal after the notice period. A change to Credit rates applies to usage after the notice period. Credits you have already bought keep their Credit balance; the number of Credits an action consumes is set by the price table in force when the action happens.

8. Customer Data

8.1 Ownership. As between you and us, you own Customer Data and Output generated for you. We claim no ownership of them.

8.2 Our license to process. You grant us a worldwide, non-exclusive, royalty-free license during the term to host, copy, store, transmit, display, transcribe, translate, analyze and otherwise process Customer Data only as needed to provide, secure, support and maintain the Service for you, to prevent fraud and abuse, and to comply with law, in each case in accordance with the Data Processing Addendum. This license ends when the Customer Data is deleted under section 8.8.

8.3 No model training and no independent use. We do not use Customer Data, including call recordings, transcripts, messages and emails, to train or fine-tune foundation or general-purpose artificial-intelligence models (ours or anyone else's), and we do not use Customer Data for our own independent purposes, sell it, or share it for cross-context behavioral advertising. We contractually require our AI model providers not to train their models on Customer Data. We never make one customer's Customer Data available to another customer.

8.4 Your agents learn from your own activity. The Service keeps structured event logs of your Agents' activity (for example, which questions were asked, which answers resolved them, when calls were answered, outcomes, escalations and tool results). We use these logs, and your

Customer Data, inside your organization only, to improve your own Agents as part of providing the Service to you: maintaining contact memory, proposing knowledge-base fixes and answers to unanswered questions, proposing prompt and flow changes that are tested against your Agent's test set before you approve them, and choosing better times to call or message. These improvements stay in your organization.

8.5 Platform learning (opt-in). If an Owner turns on "Help improve C2R.ai" in Settings ? Data & privacy, we may also derive aggregated, de-identified signals from your organization's event logs (for example, which library Agent versions resolve which kinds of request, which test cases fail, and which model handles a step best at the lowest cost) and combine them with signals from other organizations that opted in, to improve library Agents, evaluation test sets and model routing for all customers. These signals do not identify you, your Users or any Contact, do not contain the content of recordings, transcripts, messages or emails, and are not used to train foundation models. We take reasonable measures to prevent re-identification, publicly commit not to re-identify the data, and require anyone we share it with to do the same. You can turn this setting off at any time; signals already aggregated before you turn it off cannot be separated out but no new signals are derived from your organization after that.

8.6 Usage Data and aggregated data. We may collect and use Usage Data to operate, secure, bill for, support and improve the Service, and may create aggregated statistics that do not identify you, your Users or any Contact (for example, total call volumes and uptime). Usage Data does not include the content of calls, messages, emails, recordings or transcripts.

8.7 Your responsibilities for Customer Data. You are responsible for the accuracy, quality and legality of Customer Data, for having all rights, notices and consents needed for us to process it as the Agreement describes (including notices to and consents from Contacts for call recording, transcription and AI processing), and for not uploading data you are not allowed to share.

8.8 Export and deletion. You can export Customer Data from the dashboard during the term. After your account ends, you have 30 days to export it, after which we delete it as described in the Data Processing Addendum and the Privacy Policy, except where the law requires us to keep it.

8.9 Sensitive data and HIPAA. The Service is not designed to store or process protected health information under the Health Insurance Portability and Accountability Act (HIPAA), payment card numbers (other than through our payment processor's own fields), government identification numbers, or other categories of sensitive data that require special safeguards. You must not configure Agents to collect such data, and you must not submit it, unless we have signed a Business Associate Agreement or other written addendum with you that permits it. We are not a business associate of yours unless we have signed a Business Associate Agreement.

8.10 Personal data. The Data Processing Addendum applies to personal data we process on your behalf and forms part of these Terms.

9. Business Brain research

9.1 What we research. When you sign up, and as the Business Brain refreshes, the Service researches your business from public sources and from data you connect. This includes your website (respecting robots.txt), your business listing and reviews obtained through official interfaces such as the Google Places API and other review platforms' official APIs, your

business's public social media pages, published news, directories, licensing and press information, what AI assistants say publicly about your business, and public information about other businesses in your local market (such as their categories, hours, public positioning and review themes).

9.2 Your consent and instructions. By creating an account, or by entering a website in our demo, you ask us to conduct this research about your business and confirm that you own, work for, or are authorized to represent the business whose website you enter.

9.3 Limits on research. The Business Brain researches businesses, not individuals. It does not build profiles of individual people for outreach and does not collect the contact details of reviewers, followers, or customers of any business for outreach. Review content is used to understand themes about your business; reviewer names are not stored for marketing. Information about other businesses is used only to describe your market position and to recommend Agents, never to contact those businesses' customers.

9.4 Accuracy. Business Brain facts carry their sources and a confidence score, and conflicts between sources are flagged. Facts may be wrong, incomplete or out of date. Before an Agent goes live, you must review the facts it relies on (including services, prices, hours, policies and what the Agent may promise) and correct anything inaccurate. You can see, edit or delete any fact at any time.

9.5 Third-party content. Business Brain content drawn from third-party sources remains subject to those sources' terms. We display it to you to help you configure your Agents; you may not republish third-party review content outside the Service except as the original platform allows.

10. AI output

10.1 Nature of AI. The Service uses artificial-intelligence models, including models supplied by third parties. AI output is generated by probability, may be inaccurate, incomplete, inappropriate or inconsistent, may differ for similar inputs, and may not reflect your instructions in every case. Transcripts, summaries, sentiment scores, lead scores, ROI estimates and forecasts are estimates.

10.2 Your review. You are responsible for reviewing Output before relying on it and for deciding which actions Agents may take automatically. Output is not legal, medical, financial, tax, insurance or other professional advice, and Agents must not be configured to give such advice except under the control of a licensed professional who remains responsible for it.

10.3 No reliance for high-stakes decisions. You must not use the Service or its Output as the sole basis for decisions that produce legal or similarly significant effects for individuals, such as decisions about employment, credit, housing, insurance, education, healthcare or access to essential services, and you must not use Agents for emergency services or life-critical purposes.

10.4 Similarity of output. Output generated for you may be similar to output generated for other customers. Your rights in Output do not extend to similar output generated for others.

11. Acceptable use

You must comply with the Acceptable Use Policy, which forms part of these Terms. In addition, you must not: (a) copy, modify or create derivative works of the Service except as the Service itself allows; (b) reverse engineer, decompile or attempt to extract the source code, model weights or prompts of the Service, except where the law expressly permits it despite this restriction; (c) access the Service to build a competing product or to benchmark it for publication without our written consent; (d) resell, sublicense, white-label or provide the Service to third parties except under an Agency / White-Label Reseller Addendum; (e) interfere with or disrupt the Service or other customers' use of it; (f) use the Service in violation of law; (g) copy, download, export or extract Customer Data or other data shown in the dashboard in bulk, by any means other than the export and reporting features the Service provides and the public API with your own API keys, or redistribute, sell, publish or share data obtained through the Service with anyone outside your organization except as needed to serve your own Contacts; or (h) access the dashboard or the Service with scripts, bots, browser automation, scrapers or any automated means other than the public API. Each User's access is personal to that User and to your organization: a User who leaves your organization, or whose access an Owner has deactivated, must not keep or use any copy of data they obtained through the Service. We may apply technical measures to detect and deter bulk copying (including read-volume limits, export attribution, on-screen watermarks and invisible copy markers) and may suspend a User or an organization under section 17 when we detect it.

12. Third-party services and connectors

12.1 Connectors. The Service lets you connect third-party services such as calendars, email, CRMs, payment links, messaging platforms and social networks ("Third-Party Services"). When you connect one, you authorize us to access it and exchange data with it on your behalf, within the scopes you grant.

12.2 Their terms apply. Your use of a Third-Party Service is governed by your agreement with its provider. We do not control and are not responsible for Third-Party Services, their availability, their changes to their interfaces, or their handling of data once it leaves the Service. If a provider changes or withdraws its interface, we may have to change or stop the related connector.

12.3 Telephony, messaging and channel platforms. Voice, text, WhatsApp and email channels rely on carriers, telephony providers, the Campaign Registry, Meta and email providers. These parties may block, filter, delay or rate-limit communications, suspend numbers or sender identities, or charge registration and carrier fees. We pass through the fees shown in the credit price table and are not responsible for filtering, blocking or delays that these parties cause.

12.4 Marketplace Agents. Agents published by third parties in a marketplace are provided by their publishers, may carry an additional Credit premium, and are subject to any additional terms shown before you install them.

13. Intellectual property and feedback

13.1 Our rights. We and our licensors own the Service, including the software, models we develop, prompts, Agent Library content, templates, designs, documentation, and all improvements to them, and all intellectual-property rights in them. Except for the rights

expressly granted to you, no rights are granted by implication or otherwise.

13.2 Your configurations. Agents and flows you build are made from your Customer Data and our Service components. You own your Customer Data within them; we own the Service components. You may export your Agent configurations and Customer Data as the Service allows.

13.3 Feedback. If you give us suggestions or feedback, we may use them without restriction or payment to you, provided we do not identify you or disclose your Confidential Information.

13.4 Brand. You may not use our names, logos or trademarks except as the Service or an Agency / White-Label Reseller Addendum expressly allows.

14. Confidentiality

14.1 Definition. "Confidential Information" means non-public information that one party discloses to the other in connection with the Agreement and that is marked confidential or that a reasonable person would understand to be confidential, including Customer Data, our non-public pricing, product plans, security information and the terms of any negotiated Order.

14.2 Obligations. The receiving party will use the disclosing party's Confidential Information only to perform or exercise rights under the Agreement, will disclose it only to its employees, contractors, advisers and service providers who need to know it and are bound by confidentiality obligations at least as protective as these, and will protect it with at least reasonable care.

14.3 Exceptions. Confidential Information does not include information that is or becomes public without breach, was known to the receiving party without restriction before disclosure, is independently developed without use of the Confidential Information, or is rightfully received from a third party without restriction. The receiving party may disclose Confidential Information if required by law or legal process, after giving the disclosing party prompt notice (where lawful) and reasonable help to seek protection.

15. Beta and free features

Features labeled beta, preview, early access, pilot or similar, and any free plan, free trial or demo ("Beta Features"), are provided "as is", may be changed or withdrawn at any time, may be less reliable than other features, and are excluded from any service-level commitment and, to the extent the law allows, from our indemnity obligations. Our total liability for Beta Features is limited to one hundred US dollars (US\$100).

16. Publicity and testimonials

16.1 We will not use your name, logo, quotes, results, recordings or case studies in our marketing without your prior written consent, which you may withdraw for future uses at any time.

16.2 Any testimonial or review you provide must reflect your honest experience. We will disclose any material connection between us and you (for example, a discount, Credits, payment or a reseller relationship) wherever we publish it, and we will not publish testimonials, reviews or results that are fake, AI-generated as if from a real customer, or that misrepresent

typical results.

17. Suspension and termination

17.1 Term. The Agreement starts when you first accept these Terms and continues until every subscription has ended and your account is closed.

17.2 Cancellation by you. You may cancel your subscription at any time online in the dashboard, as the Credits, Billing, Auto-Renewal & Refund Policy describes, and may close your organization from Settings ? Organization ? Close organization.

17.3 Suspension. We may immediately suspend all or part of the Service (including a single Agent, channel, phone number or sender identity) without liability if: (a) we reasonably believe your use violates the Agreement or the law, or exposes us, carriers, other customers or Contacts to harm or legal liability; (b) a carrier, telephony provider, Meta, an email provider or a regulator requires it, or we receive a substantiated complaint, traceback request or legal demand about your communications; (c) an amount is overdue as described in the Credits, Billing, Auto-Renewal & Refund Policy; (d) your account shows signs of compromise or fraud; or (e) it is needed to protect the security or integrity of the Service. Where practical and lawful, we will tell you why and give you an opportunity to fix the problem, and we will lift the suspension once the cause is resolved.

17.4 Termination for breach. Either party may terminate the Agreement by notice if the other party materially breaches it and does not cure the breach within 30 days after notice (10 days for non-payment). We may terminate immediately by notice for a breach of section 5, the Acceptable Use Policy or the Communications & AI Agent Policy that we reasonably consider serious or repeated.

17.5 Termination for convenience by us. We may end the Service for you, or discontinue the Service generally, with at least 60 days' notice. If we do, we refund prepaid subscription fees for the period after termination and the purchase price of unused purchased Credits.

17.6 Effect. When the Agreement ends, your right to use the Service ends, outbound Agent Communications stop, amounts owed become due, and section 8.8 applies to your Customer Data. Termination does not relieve you of obligations relating to Agent Communications made before termination.

18. Warranties and disclaimers

18.1 Mutual. Each party warrants that it has the authority to enter into the Agreement.

18.2 Ours. We warrant that during your paid subscription the Service will perform materially as described in our then-current documentation and that we will not materially decrease the overall security of the Service. If we breach this warranty and you tell us within 30 days, we will use reasonable efforts to correct the non-conformity; if we cannot do so within 30 days, either party may terminate the affected subscription and we will refund prepaid fees for the remainder of the term. This is your exclusive remedy for breach of this warranty.

18.3 Yours. You warrant that you have all rights and consents needed for your Customer Data and Agent Communications, and that your use of the Service complies with the Agreement and the law.

18.4 Disclaimer. EXCEPT AS EXPRESSLY STATED IN SECTION 18, THE SERVICE, OUTPUT AND BETA FEATURES ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE FULLEST EXTENT THE LAW ALLOWS, WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ACCURACY. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT OUTPUT WILL BE ACCURATE OR APPROPRIATE, THAT ANY COMMUNICATION WILL BE DELIVERED OR ANSWERED, THAT ANY BUSINESS RESULT SAVING OR RETURN SHOWN IN AN ESTIMATE WILL BE ACHIEVED, OR THAT OUR COMPLIANCE GUARDRAILS WILL MAKE YOUR COMMUNICATIONS LAWFUL.

19. Limitation of liability

19.1 Exclusion of indirect damages. TO THE FULLEST EXTENT THE LAW ALLOWS, NEITHER PARTY WILL BE LIABLE FOR ANY LOST PROFITS, LOST REVENUE, LOST BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA (EXCEPT AS A RESULT OF A BREACH OF SECTION 14 OR THE DATA PROCESSING ADDENDUM), OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED THAT THEY WERE POSSIBLE.

19.2 Cap. TO THE FULLEST EXTENT THE LAW ALLOWS, EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNTS PAID AND PAYABLE BY YOU TO US UNDER THE AGREEMENT IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE LIABILITY.

19.3 Exceptions. Sections 19.1 and 19.2 do not limit: (a) your obligation to pay fees; (b) either party's indemnity obligations under section 20; (c) your liability for breach of section 5, section 11, the Acceptable Use Policy or the Communications & AI Agent Policy; (d) a party's liability for gross negligence, fraud or willful misconduct; or (e) liability that cannot be limited by law.

19.4 Basis of the bargain. The parties agree that these limitations are a reasonable allocation of risk and are reflected in the fees.

20. Indemnities

20.1 By you. You will defend us, our affiliates, and our and their officers, directors, employees and agents against any claim, demand, investigation, regulatory proceeding or suit by a third party (including a Contact, a class of Contacts, a carrier, a regulator or a state attorney general) arising out of or relating to: (a) your Agent Communications, including any claim under the TCPA, the Telemarketing Sales Rule, the CAN-SPAM Act, state telemarketing, telephone-solicitation, mini-TCPA, call-recording, wiretapping, eavesdropping, AI-disclosure or consumer-protection laws, or carrier or platform rules; (b) Customer Data, including a claim that it infringes rights or was collected or shared without required notice or consent; (c) your Agents' instructions, offers and statements; (d) your breach of the Agreement or violation of law; or (e) where you resell the Service, any claim by your clients or their Contacts. You will pay the damages, fines, penalties, settlements and reasonable attorneys' fees and costs finally awarded or agreed in settlement.

20.2 By us. We will defend you against any claim by a third party alleging that the Service, as provided by us and used in accordance with the Agreement, infringes that party's United States patent, copyright or trademark or misappropriates its trade secret, and will pay the damages and costs finally awarded or agreed in settlement. We have no obligation for claims arising

from Customer Data, Output you modify, Third-Party Services, marketplace Agents, combinations with items we did not provide, use after we notify you to stop, or use in breach of the Agreement. If the Service is or may become subject to such a claim, we may obtain the right for you to keep using it, modify it to be non-infringing, or end the affected subscription and refund prepaid fees for the remainder of the term. This section states our entire liability for infringement claims.

20.3 Procedure. The party seeking defense must notify the other party promptly (a delay relieves the defending party only to the extent it is prejudiced), give the defending party sole control of the defense and settlement (provided that no settlement may impose an admission or obligation on the defended party without its consent, which will not be unreasonably withheld), and provide reasonable cooperation at the defending party's expense. The defended party may participate with its own counsel at its own expense.

21. Non-solicitation of Contacts

We will not use your Customer Data to market our own products to your Contacts or to any business that competes with you. This does not prevent us from offering the Service to any business that comes to us independently.

22. Governing law, disputes, arbitration and class-action waiver

22.1 Governing law. The Agreement is governed by the laws of the State of Florida and applicable United States federal law, without regard to conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

22.2 Informal resolution. Before starting arbitration or a court proceeding, the party raising a dispute must send a written notice describing it to the other party (to us at the legal notice address in section 24) and the parties must try in good faith to resolve it for 30 days.

22.3 Binding arbitration. Any dispute, claim or controversy arising out of or relating to the Agreement or the Service that is not resolved informally will be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, before a single arbitrator, seated in [COUNTY], Florida, and conducted in English. The arbitrator may award any relief available in court on an individual basis. Judgment on the award may be entered in any court with jurisdiction. The Federal Arbitration Act governs this section 22.

22.4 Exceptions. Either party may bring an individual claim in small-claims court if it qualifies, and either party may seek temporary or preliminary injunctive relief in court to protect its intellectual property, Confidential Information or the security of the Service, or to stop a violation of section 5 or the Acceptable Use Policy, pending arbitration.

22.5 Class-action and jury waiver. EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED OR REPRESENTATIVE PROCEEDING. TO THE EXTENT ANY CLAIM PROCEEDS IN COURT, EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL. If this class-action waiver is found unenforceable for a claim, that claim (and only that claim) will proceed in court under section 22.6, not in arbitration.

22.6 Venue. For any matter that is not arbitrated, the parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY], Florida.

22.7 Time limit. To the extent the law allows, a claim must be brought within one year after the claimant knew or should have known of it, except claims for non-payment and indemnity claims.

23. Changes to these Terms

23.1 We may update these Terms and the incorporated policies. We will post the updated version with a new "Last updated" date and version number.

23.2 For a material change, we will give at least 30 days' notice by email to your Owners and in the dashboard before it takes effect, and we will ask an Owner to accept it. If you do not accept a material change, you may cancel before it takes effect and receive a pro-rata refund of prepaid subscription fees for the remainder of your term; if you keep using the Service after the change takes effect, the change applies to you.

23.3 We may make changes required by law, by a carrier or platform rule, or to address a security issue with shorter notice, or changes that do not reduce your rights at any time.

23.4 An Order or addendum you have signed with us can be changed only in a signed writing.

24. Notices

24.1 We send notices to the email addresses of your Owners and billing contact on file and in the dashboard. Notices to us must be sent to [LEGAL NOTICE EMAIL] with a copy by post to [CLIENTOR LEGAL ENTITY], Attn: Legal, [ADDRESS].

24.2 Email notices are effective when sent unless we receive a delivery failure; posted notices are effective on delivery.

25. Electronic acceptance, records and signatures

25.1 You agree that clicking an acceptance checkbox or button, or signing electronically, is your signature and has the same effect as a handwritten signature under the federal Electronic Signatures in Global and National Commerce Act (E-SIGN) and state electronic-transaction laws.

25.2 You consent to receive the Agreement, notices, receipts, invoices and other records electronically. You may download these Terms and every document you accept from the dashboard under Settings ? Legal, and may ask for a paper copy at [SUPPORT EMAIL] at no charge. You need a current web browser and an email account to receive and keep electronic records. You may withdraw this consent by closing your account.

25.3 We keep a record of each acceptance, including the document versions, the date and time, the User, the organization, the IP address and the browser user agent, and we email a confirmation to the accepting User.

26. General

26.1 Entire agreement. The Agreement is the entire agreement between the parties about its subject and replaces all prior agreements and understandings about it. Terms in your purchase order or other documents do not apply, even if we accept or sign them.

26.2 Assignment. You may not assign the Agreement without our written consent. Either party may assign it without consent to a successor in a merger, acquisition or sale of all or substantially all of its relevant business or assets, on notice. Any other attempted assignment is void.

26.3 Force majeure. Neither party is liable for a delay or failure (other than to pay) caused by events beyond its reasonable control, including natural disasters, acts of government, war, terrorism, labor actions, utility or internet failures, carrier or platform outages, and denial-of-service attacks.

26.4 Independent contractors. The parties are independent contractors. Nothing in the Agreement creates a partnership, joint venture, agency, fiduciary or employment relationship. Clientor does not act as your agent in placing any communication; you remain the caller and sender.

26.5 Export and sanctions. You will comply with United States export-control and sanctions laws, and will not use the Service in, or provide it to persons in, embargoed countries or on restricted-party lists.

26.6 Government users. The Service is commercial computer software provided with the rights stated in the Agreement.

26.7 Severability and waiver. If any provision is unenforceable, it will be enforced to the maximum extent permissible and the rest of the Agreement remains in effect. A failure to enforce a provision is not a waiver.

26.8 No third-party beneficiaries. There are no third-party beneficiaries of the Agreement, except the indemnified persons named in section 20.

26.9 Survival. Sections 2, 5 (for communications made during the term), 7 (for amounts owed), 8.3, 8.5, 8.8, 10, 13, 14, 16, 17.6, 18.4, 19, 20, 22, 24, 25 and 26, and any other provision that by its nature should survive, survive the end of the Agreement.

26.10 Language and headings. The Agreement is written in English; any translation is for convenience only. Headings are for convenience; "including" means "including without limitation".

27. Contact

[CLIENTOR LEGAL ENTITY], [ADDRESS]. Support: [SUPPORT EMAIL]. Legal notices: [LEGAL NOTICE EMAIL]. Privacy: [PRIVACY EMAIL].