

# TERMS AND CONDITIONS

*In case of concerns related to Terms and Conditions, contact us anytime via an email to [support@krispcall.com](mailto:support@krispcall.com) or [riskmanagement@krispcall.com](mailto:riskmanagement@krispcall.com).*

**Requests for data deletion should be submitted to [riskmanagement@krispcall.com](mailto:riskmanagement@krispcall.com) via email.**

## Introduction:

These Terms of Use agreements legally bind you to the KrispCall website (all of its services, products, and content available through the krispcall.com website), the KrispCall software application. The term "KrispCall" or "our" or "us" or "we" as used in this Agreement refers to KrispCall (the owners of krispcall.com, the operators of the KrispCall website and software). The terms "you", "user," or "customer" refer to the person viewing the krispcall.com website using the KrispCall software. The services are provided "as is" and "as available" by KrispCall.

By clicking the Sign Up button while subscribing to KrispCall, acknowledge that you have read, agreed, and would comply with our Terms & Conditions, Privacy Policy, Refund Policy, End User License Agreement, Disclosure, and other legal information.

IF THE CUSTOMER DOES NOT AGREE TO THESE TERMS AND CONDITIONS, CUSTOMER OR USER MAY NOT SUBSCRIBE, ACCESS, OR USE THE SERVICES.

Regarding factors such as updating, modifying, or altering this Agreement, KrispCall reserves the right to do so without any prior notice. Your use of KrispCall service, or product after the amendment or update, modification, or alteration of this Agreement shows your acknowledgment and acceptance of the new Agreement. Any amendment becomes effective immediately as we post it on this page.

## Definitions

- "T&Cs" or "Terms and Conditions" refers to the agreement statements between KrispCall and User before signing up to KrispCall.
- "Account" refers to the service that you receive after signing up to KrispCall and creating your identity within the platform.
- "Workspace" refers to the space/environment you receive after subscribing to KrispCall.
- "Owner" refers to the customer who has initially created the Workspace.
- "Agent" refers to the secondary user purchased by a customer.
- "Member" refers to the secondary user purchased by a customer.
- "Dashboard" refers to the online portal through which customers can access accounts and their settings, access numbers and number settings, make purchases including

credit, phone numbers, adding members, plan upgradation, plan renewal; set up integrations, add contacts, and monitor usage.

- “Credit” refers to the top-up balance in a workspace used to send and receive calls/SMS/MMS.
- “Porting” refers to the attachment of a number from one carrier provider to another as per the user’s request.
- “KrispCall Number” refers to the numbers that the customer purchased during the term.
- “Billing Period” or “Billing Cycle” refers to the timeframe for which you can use KrispCall services or numbers covered by your subscription. This period is recurring based on the plan chosen during the purchase.
- “Renew” refers to the automatic/manual update to the billing cycle after the completion of the old cycle.
- “Integration” refers to the fusion of third-party apps and services with KrispCall offered to aid you with accessibility and ease.
- “Ability” or “Capability” or “Feature” refers to the compatibility of virtual numbers to perform functions either calls or SMS or both.
- “Purchase” refers to the successful completion of a payment and receiving whole or partial service afterward.

## Services

1. **Purchasing KrispCall Services:** When you want to start using KrispCall, you can pick from three subscription plans: Essential, Standard, and Enterprise. You have a choice to pay for these plans on a monthly or yearly basis. If you need more, you can add extra users, workspaces, phone numbers, or credit right from your workspace.
2. **Plan Upgrade or Downgrade:** Having a particular subscription plan also has the flexibility to upgrade or downgrade it as required. Each plan offers different features. To upgrade the plan, customers only need to pay additional upgrade fees, not the total fees for the new plan. To downgrade the plan, customers need to submit a request within 14 days from the account registration date. This can be done by contacting the customer support team via live chat or via email. In case users are eligible and require a refund, they shall proceed with a valid refund request.
3. **Use of services:** Customers can use and access the KrispCall services using the internet. Customers can access KrispCall from a browser or from an app on compatible devices. Customer’s use of the KrispCall Solution and Services is governed by the PUP (Platform Usage Policy) and is subject to acceptance of the EULA, and Customer agrees that without consent to this EULA, KrispCall will not provide the Services.
4. **Phone Number Purchase:** If you selected a number but are unable to submit all the required documents on time for verification, but another buyer verified their documents

before you, then the number will be sold to the other buyer. In such a case, KrispCall will provide you with another number with the same features and abilities.

KrispCall provides customers with access to phone numbers for making and receiving calls through the KrispCall Service. Customers may not transfer, assign, sell, lease, sublicense, or otherwise make available any KrispCall Number to third parties. KrispCall reserves the right to change, cancel, or move any KrispCall Number when reasonably required for business or technical reasons.

- a. **Portability:** Krispcall provides number porting as per the applicable law, geographical eligibility conditions, and services available upon customer request. Customers must acknowledge the requirements in order to process the number porting and provide all the information requested by KrispCall, which must be correct and complete.

KrispCall Number may be ported out from Customer's Account due to the acts or omissions of Customer, and/or third parties outside of KrispCall's reasonable control.

- b. **Number Usage:** Customers must provide KrispCall with accurate and complete registration information for any KrispCall Numbers used with the Service. KrispCall reserves the right to suspend or terminate any KrispCall Numbers where registration information provided by the Customer is false, inaccurate, or outdated.

If KrispCall determines or suspects that any KrispCall Numbers are being used in a way that violates applicable laws or these Terms and Conditions, KrispCall reserves the right to immediately suspend or terminate Customer's access to those numbers without penalty or liability.

Customers remain responsible for all usage charges regardless of any suspension or termination. There will be no refunds in such cases.

**5. KrispCall Telephony services:** KrispCall offers a cloud-based phone system with advanced calling, call recording, transcription, and messaging capabilities. Details of the KrispCall calling and messaging services are available on the KrispCall website.

Customers can make and receive calls, record calls, send and receive text messages and voicemails depending upon the Customer's service plan. Customers may optionally deactivate the call recording features if desired. The customer is responsible for complying with all applicable laws regarding consent and disclosure when recording calls.

# Access, Quality & Maintenance of KrispCall Services

1. **Requirements:** Customer acknowledges and agrees to the following regarding the use of the KrispCall Service:
  - a. To install and access KrispCall services, customers need either a mobile device or a computer with a good internet connection.
  - b. Several external factors beyond KrispCall's control can affect call quality and service access, including the Customer's local network, bandwidth availability, public internet infrastructure, telephone networks, Customer's internet service provider, and local network devices.
  - c. KrispCall reserves the right to refuse Service to any customer at its sole discretion.
  - d. Some jurisdictions have laws regarding consent requirements for recording phone calls. KrispCall takes no responsibility for obtaining legal consent for call recording or providing related notices. The customer is solely responsible for ensuring compliance with all applicable laws and regulations related to recording calls and voicemails.
  
2. **Accessibility:** KrispCall services and customer support are at your disposal 24/7. If you encounter any issues, our customer support team is available through both live chat and email to assist you promptly.

The KrispCall Service requires each User to log in with a unique username and password ("Credentials"). The customer is responsible for keeping Credentials confidential and not sharing them with any third party. Any use of the Credentials will be attributed to the Customer.

KrispCall is not liable for any unauthorized access to the Customer's account resulting from compromised Credentials.

If Credentials are lost, stolen, or improperly accessed, the Customer must immediately notify KrispCall so remedial actions can be taken. The customer remains responsible for all service usage and charges by authorized or unauthorized users of Credentials.

3. **Maintenance:** Regular maintenance is performed on all our systems without impacting the quality of service. Please note that there may be no advance notice for routine maintenance. However, maintenance is carried out as needed based on the severity of the issues. In the event of emergency maintenance, all services are seamlessly shifted to healthy servers to ensure uninterrupted service and a smooth user experience. During this process, there may be a brief period of downtime.

4. **Software Updates:** KrispCall may periodically push out software updates. The customer agrees to promptly install all such updates to ensure the continued proper functioning of the Service. KrispCall is not responsible for any issues caused by Customers failing to install updates in a timely manner. This includes any loss of functionality or inoperability.

## Ownership and Usage Terms

### 1. Restrictions:

In the absence of express provisions thereof, Customer may not (and shall not permit any third party to), directly or indirectly:

- a. The reverse engineering, decompiling, disassembling, or otherwise uncovering of the source code, object code, algorithm, idea, or underlying structure of the Service is expressly prohibited (except where applicable laws specifically prohibit this restriction);
- b. Modify, copy, or create derivatives of the Service;
- c. The service may not be copied, rented, leased, distributed, pledged, assigned, or otherwise transferred or encumbered;
- d. To benefit a third party by using the Service;
- e. Alter the Service or any portion thereof by removing or otherwise altering any proprietary notices or labels;
- f. Using the Service to build an application or product that can compete effectively with any service or product from KrispCall;
- g. Engage in any act that interferes with the proper working of the Service, or any activity conducted through the Service;
- h. Override any access or security restrictions KrispCall may apply to the Service (or other accounts, computer systems, or networks connected to the Service);
- i. The crawling, scraping, or spidering of any page, data, or portion of the Service (or any information, data, or content made available through the Service) that is manual or automated;
- j. Inappropriately use or abuse the Service in any way that is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, offensive, or otherwise unacceptable;
- k. Permitting someone else to register as your KrispCall account, or risking the security of any Customer KrispCall account;
- l. In any way, attempt to get access to another user's account, password, or other security information;
- m. A computer network or security encryption code is violated, passwords are cracked; or
- n. Run Maillists, Listservs, autoresponders, or "spam" on the Services, or anything else that interferes with the proper functioning of the Services (including overloading the Services' infrastructure).
- o. Use the service to run activities related to crypto, drugs, and other banned businesses.

In addition to uploading Customer Data into the Service, the Customer is responsible for all of the Customer's activities connected to the Service. Customer (a) During the use of the Service,

must comply with all applicable local, state, national, and foreign laws, treaties, and regulations (including those related to the transmission of technical or personal data, international communications, export laws, and privacy laws), (b) Must not violate other third-party intellectual property, contractual, or proprietary rights while using the Service, and (c) As part of this Agreement, all users of KrispCall's Service are required to adhere to the Fair Use Policy.

**2. Customer Data:** The customer grants KrispCall permission to use, copy, transmit, distribute, and store customer data to the extent necessary for KrispCall to provide services, enhance those services, comply with relevant laws, and fulfill KrispCall's legitimate business interests. In cases where customer data contains personal information, KrispCall is authorized to use such data to serve its legitimate interests as outlined in the Data Processing Agreement and as specified in the KrispCall Privacy Policy, all in accordance with applicable regulations.

Customers hereby grant KrispCall the right to use their name. Trademarks or logos to identify them as a KrispCall customer.

**3. Feedback:** We highly value your input and welcome your suggestions regarding our services. Users can easily submit their feedback via our website or by getting in touch with our dedicated customer support team.

**4. Third-Party Products and Services:** KrispCall has forged partnerships with various third-party products and platforms to facilitate the smooth operation of our services. These affiliated products are all listed on our Third-Party Services page. It's important to note that all customers are subject to the terms and conditions established by these third-party tools and integrations that they utilize.

## Pricing and Invoicing

- **Currency and Fees:** The customer is expected to select a KrispCall service plan. This plan can be on a monthly or annual basis. It's important to note that in addition to the subscription fees, there may be extra charges for number purchases and calls/SMS charges. Detailed costs for numbers can be found in the number purchase section. The fees associated with KrispCall services are quoted in USD. Currently, we only accept card payments, and no other payment methods are supported.
- **Recurring Fees:** You have the flexibility to choose whether your subscription fees recur on a monthly or annual basis. Number fees, however, only recur monthly. These recurring fees are automatically charged to the card you've added to the platform. Customers can turn off auto-renewal to prevent automatic charges on billing dates. Additionally, you can upgrade or downgrade your subscription plan, which will impact your recurring fees accordingly.
- **Non-recurring Fees:** Non-recurring fees encompass charges like credit loading and other one-time expenses. To make and receive calls and SMS, users must top up credits in their workspace. One-time charges may include fees for number porting or other additional services.

- **Invoicing:** Customers can get invoices and receipts from the app itself. Whenever a payment or refund is initiated, customers promptly receive a copy of their receipt in their registered email.
- **Revision:** Prices may be subject to revision either annually or at other times with valid reasons. Customers are provided with prior notice before any changes take effect. It's expected that customers will adapt to the new pricing in such cases, as there are valid reasons for fee adjustments.
- **Payment:** Customers agree to provide KrispCall with valid credit or debit card information and/or bank account details ("Payment Method"), authorizing KrispCall or its authorized billing agent to charge the Payment Method for various fees associated with the services. This includes monthly Usage Fees and any other fees related to the services. Customers also agree to update their Payment Method as necessary and acknowledge that KrispCall will not be liable for any issues related to expired or insufficient payment methods unless the issue exists within KrispCall. Additionally, customers understand that recurring fees are automatically charged on the next billing date if the auto-renewal feature is enabled, while non-recurring fees require manual payments. Users can renew their subscription within 15 days of the expiration to ensure uninterrupted service.
- **Taxes:** Taxes are already included in the displayed prices for all items. KrispCall, as a registered company, fulfills its tax obligations to the governments of registered countries and states. Invoices may not explicitly detail taxable amounts.
- **Discounts:** Discounts and special offers are often advertised on our social media platforms. During the sign-up process, users have the option to apply redeem codes to avail themselves of respective discounts. Please note that discounts cannot be combined.

## Confidentiality

**Non-Disclosure:** During the term of the agreement, KrispCall commits to keeping all confidential information confidential, regardless of the reason for the agreement's termination. KrispCall will take all necessary precautions, including a reasonable degree of care and discretion, to prevent unauthorized disclosure, publication, or dissemination of this confidential information. KrispCall may share confidential information with its authorized representatives who require access for the purpose of fulfilling the obligations under the agreement. KrispCall will ensure that its representatives understand the confidential nature of the information and adhere to the terms and conditions outlined in these terms and conditions. KrispCall may only disclose confidential information in two specific cases:

- a. When compelled to do so by applicable law, with KrispCall notifying the disclosing party in writing unless legally restricted or unreasonable, or
- b. With the prior written consent of the disclosing party. KrispCall will cooperate reasonably with the disclosing party at the disclosing party's expense in the event of disclosure under the former scenario.

Upon the termination of the Agreement or upon written request by the Disclosing Party at any time, the Receiving Party will expeditiously either destroy or return to the Disclosing Party all copies of written Confidential Information that were provided to it or its Representatives.

## Indemnification

The user agrees to indemnify and hold KrispCall, its partners, subsidiaries, affiliates, officers, and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, done by some other party irrespective of or resulting from the use of the services by the customer, the violation of this Arrangement or infringement by the consumer or other users of the services using the user's device, of any intellectual property or any other right of any person or entity.

## Limitation of Liability

Neither party, nor its directors, employees, agents, partners, suppliers, or content providers, will be liable for any claim based on contract, tort, strict liability, negligence, or any other legal or equitable theory arising out of the subject matter of this agreement, as long as both parties have not breached their indemnification obligations or the customer has not violated the guidelines under "Restrictions". Under such a scenario:

- We are not liable for any lost profits, data loss, costs of procurement of substitute services or goods, damages of any kind, whether direct or indirect, punitive or consequential, substitute services or goods.
- Advice under the flag of confidentiality (regardless of the source of occurrence), or for bugs, viruses, Trojan horses, or the like.
- There shall be no liability for any direct damages in excess of (in the aggregate) the fees paid by the customer to KrispCall in the twelve (12) months before the act giving rise to the claim.

## Term, Suspension, and Termination

1. **Software License Term:** Permission is granted to temporarily download one copy of the materials on KrispCall's Website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license, you may not: Copy, keep a backup copy, or use the software in any manner not explicitly authorized by the license mentioned above

- Modify or copy the materials.
- Use the materials for any commercial purpose or any public display.
- Remove any copyright or other proprietary notations from the materials.
- Transferring the materials to another person or "mirroring" the materials on any other server.



This will let KrispCall terminate upon violations of any of these restrictions. Upon termination, your viewing right will also be terminated, and you should destroy any downloaded materials in your possession, whether in printed or electronic format.

## **2. Service Suspension:**

KrispCall reserves the right to suspend access to the Service if:

- a. Customer or any User violates these Terms, applicable laws, or KrispCall policies.
- b. The customer's use of the Service is harming performance or infringing the rights of KrispCall or third parties.

If the Customer fails to remedy violations within the timeframe specified in KrispCall's notice, KrispCall may suspend the Service until the issues are resolved.

KrispCall is not liable for any damages arising from a suspension due to Customer's violations.

KRISPCALL WON'T BE RESPONSIBLE IF A PHONE NUMBER(S) IS RELEASED OR SUSPENDED BY THE CARRIER PROVIDER. IN CASE OF RELEASE OR SUSPENSION OF PHONE NUMBERS BY THE CARRIER PROVIDER, THE OWNER OF THE NUMBER(S) SHALL TAKE THE ENTIRE RESPONSIBILITY THEMSELVES. THERE WILL BE NO REFUNDS IN SUCH CASES.

**3. TERMINATION:** IF ANY FRAUDULENT OR ILLICIT ACTIVITY (LIKE FRAUDULENT PAYMENTS, SPAMMING WITH NUMBERS, CRIMINAL USES) IS DETECTED, KRISPCALL IS ENTITLED TO HALT THE SERVICES AND IMMEDIATELY TERMINATE YOUR ACCOUNT. THERE WILL BE NO REFUNDS IN SUCH CASES. IN CASE OF COMPLAINTS RECEIVED FROM LAW ENFORCEMENT BODIES LIKE POLICE, COURT, OR REGULATION BODIES RELATED TO A CUSTOMER, HIS/HER ACCOUNT MAY BE TERMINATED BY KRISPCALL WITH OR WITHOUT ANY PRIOR NOTICE.

**4. Links to Other Sites:** Our users may encounter advertisements or other related content on our Website against our partner sites and services, vendors, licensors, sponsors, advertisers, and other third parties. We are not responsible for the content or links on these sites, or pages and we are not responsible for the procedures used by services connected to or from our Website. In addition, these websites or services may change the content and links. These websites, utilities, and services may provide privacy policy user agreements and customer service policies. Navigation and communication on all other platforms, including the pages connected to our Website, are subject to the terms and policies of that domain. If you submit your personal information to any of these pages, your privacy policy will govern your profile. We recommend that you carefully read the privacy policies of all the sites you use.

**5. Modifications and Interruption to Services:** KRISPCALL MAKES NO PROMISES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE USAGE OR EFFECTS OF THE SERVICES' USE IN TERMS OF THEIR VALIDITY, QUALITY, RELIABILITY, OR OTHERWISE, TO THE FULLEST EXTENT ALLOWED BY THE RELEVANT LEGISLATION.

KRISPCALL SHALL NOT BE HELD RESPONSIBLE FOR ANY INTERRUPTIONS TO THE USE OF THE SERVICES. KRISPCALL DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC REASON AND NON-INFRINGEMENT, CONCERNING THE INFORMATION RECEIVED. SEVERAL JURISDICTIONS DO NOT RECOGNIZE THE EXCLUSION OF IMPLICIT WARRANTIES; THUS, THE EXCLUSION MENTIONED ABOVE IS DEEMED INAPPLICABLE.

**6. Governing Law:** This document, and any other rules, policies, or instructions inserted herein by reference, will be regulated and viewed in accordance with Australian laws without affecting the provisions of the selected law. We do not officially acknowledge that our Services are suitable, legal, or accessible for use elsewhere.

### **7. Penalties:**

Carrier Provider has put forward A2P non-compliance fines (mostly for US and Canadian networks) for messages that include prohibited content. These fines, if assessed by the carrier provider, will be passed through to customers by KrispCall. If the carrier provider detects any messages that violate the tiers listed below, they will issue a Sev-0 violation (the most severe consumer violation), a non-compliance fine, and they will immediately block the offending messages.

- Tier 1: \$2,000: phishing (including simulated phishing sent for security testing or similar purposes), smishing, and social engineering
  - Social Engineering is a technique used to manipulate someone into sharing private information, like passwords or credit card numbers.
- Tier 2: \$1,000: illegal content (content must be legal federally and in all 50 states)
- Tier 3: \$500: all other violations in commercial messaging including but not limited to, SHAFT (sex, hate, alcohol, firearms, and tobacco) that do not follow federal and state law and regulations (e.g. age-gate).

These non-compliance fines apply to violations across any A2P messaging product (SMS/MMS short code, toll-free, and 10DLC).

The carrier provider holds the authority to permanently suspend access to the carrier network for brands, campaigns, and both personal and company accounts in the event of deemed excessive violations. KrispCall will issue a Sev-0 violation notice and proceed to impose the relevant fine amount in such cases.

## **Coupon Codes**

KrispCall extends Coupon Codes as a means to provide accessible services, facilitate discounts on subscriptions and phone numbers, and promote special occasions. These codes serve both a practical and celebratory purpose, showcasing our commitment to user satisfaction and engagement. Coupon Codes may be made available to the general public or selectively distributed to specific users.

It's important to note that KrispCall reserves the right to void or modify coupon codes, with or without prior notice to customers. We appreciate the responsible use of these codes and expect our customers to refrain from any fraudulent activities, such as the unauthorized reselling of accounts post-application of a discount code.

Should any illicit activities be identified among users employing coupon codes within our platform, KrispCall retains the authority to suspend or terminate subscriptions, ensuring the fair and secure use of these promotional offers. We encourage all users to enjoy the benefits of Coupon Codes while adhering to the principles of honesty and good faith.

## **Disclaimer**

ALL THE MATERIALS ON KRISPCALL'S WEBSITE ARE PROVIDED "AS IS". KRISPCALL MAKES NO WARRANTIES, MAY IT BE EXPRESSED OR IMPLIED, THEREFORE NEGATING ALL OTHER WARRANTIES. FURTHERMORE, KRISPCALL DOES NOT MAKE ANY REPRESENTATIONS CONCERNING THE ACCURACY OR RELIABILITY OF USING THE MATERIALS ON ITS WEBSITE OR OTHERWISE RELATING TO SUCH MATERIALS OR ANY SITES LINKED TO THIS WEBSITE.

## **Your Privacy**

Please read our [Privacy Policy](#).

## **Refund Policy**

Please read our [Refund and Cancellation Policy](#).

## **Consent**

By using our website, you hereby consent to our Terms and Conditions and consent to comply with the policies mentioned.