

KrispCall Referral Program Terms & Conditions

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Program Terms & Conditions

These Referral Program Terms & Conditions ("Program Terms") govern participation in the KrispCall Referral Program ("Program") operated by KrispCall Pty Ltd ("KrispCall," "we," "us," or "our").

By participating in the Program, you agree to be bound by these Program Terms.

1. Definitions

For the purposes of these Program Terms:

"Referrer" means an eligible individual or entity who generates and shares a unique referral link in accordance with these Program Terms.

"Referee" means a new customer who subscribes to an eligible paid KrispCall plan using the Referrer's unique referral link.

"Qualified Purchase" means a subscription to an eligible paid KrispCall plan that remains active and paid for (a) at least three (3) consecutive months for monthly billing cycles, or (b) at least ninety (90) days for annual billing cycles, in either case without refund, chargeback, reversal, or dispute.

"Immediate Family" includes an individual's spouse, domestic partner, parents, stepparents, siblings, children, stepchildren, grandparents, and grandchildren, as well as any other person living in the same household.

"Billing Cycle" means one full paid subscription period (monthly or annual).

"Net Subscription Revenue" means the subscription fee actually received by KrispCall, excluding taxes, add-ons, discounts, credits, refunds, chargebacks, and payment reversals.

2. Eligibility to participate

The Program is open to:

- Active KrispCall customers with a valid subscription.

Age Requirement:

- Participants must be at least 18 years old at the time of participation.

Account Status:

- To be eligible for rewards, the Referrer must have an active KrispCall account in "Good Standing" (meaning no overdue balances, no violations of Terms of Service, and no pending suspensions) from the time of referral until the reward is actually issued.

The following persons are not eligible to participate:

- Employees, ex-employees, ex-contractors, or directors of KrispCall (or its subsidiaries/affiliates).
- Immediate Family Members of users and the individuals mentioned above.
- Any individual residing in the same household as a KrispCall employee.
- Any person previously terminated or suspended from the Program.

No Automation:

- Referrals must be created and distributed personally. Any use of automated systems, scripts, bots, or bulk messaging services (e.g., "spamming" referral links to strangers or public forums) is strictly prohibited and will result in immediate disqualification and potential account termination.

Other:

- Participation is void where prohibited by law.

3. Enrollment in the program

To participate, the Referrer must generate a unique referral link via the official KrispCall refer and earn program, including:

- app.krispcall.com
- www.krispcall.com/refer-a-friend/

By generating or sharing a referral link, you agree to these Program Terms.

By accepting these Program Terms, you consent to us collecting, storing, using, and disclosing your first name, last name, email address, IP address, and transactions on our website for the purpose of providing you access to the Program. Subject to our KrispCall Privacy Policy, as amended from time to time, we will not use your data without your consent or collect your data in a way that specifically identifies individuals for sales or marketing purposes.

KrispCall reserves the right to refuse, revoke, or suspend participation at its sole discretion.

4. Data Protection & Privacy

4.1 Processing of Personal Data

By participating in the Program, you acknowledge and agree that KrispCall may collect, process, store, use, and disclose personal data of Referrers and Referees for the purposes of administering the Program, verifying referrals, preventing fraud or abuse, complying with legal obligations, and enforcing these Program Terms, in accordance with KrispCall's Privacy Policy.

4.2 Referrer Compliance Obligations

Referrers are solely responsible for ensuring that their sharing of referral links complies with all applicable data protection, privacy, marketing, and anti-spam laws. Referrers shall not send unsolicited commercial communications, use automated messaging systems, or otherwise distribute referral links in a manner that violates applicable laws or third-party platform policies.

4.3 Monitoring & Compliance Review

KrispCall reserves the right to monitor referral activities, traffic sources, communication patterns, and account behavior for compliance, fraud detection, and risk management purposes. Participation in the Program constitutes consent to such monitoring to the extent permitted by law.

4.4 Data Retention

Personal data may be retained for as long as necessary for Program administration, dispute resolution, legal compliance, fraud prevention, and enforcement of these Program Terms.

4.5 Privacy Policy

For complete details regarding how personal data is handled, please refer to [KrispCall's Privacy Policy](#), as updated from time to time.

5. Referral Qualification Requirements

A referral will be considered valid only if:

5.1. New Customer Requirement:

- The Referee must be a completely new customer who has never previously subscribed to or used KrispCall.
- To ensure compliance and prevent duplicate accounts or self-referrals, KrispCall will perform a cross-reference check.
- A Referee is not considered "new" and is ineligible if they fall under any of the following:

Existing / Past Interaction:

- Deactivated Accounts: Any individual or entity that previously held a KrispCall account, even if currently cancelled or deactivated.
- Existing Leads: Users already in the KrispCall sales pipeline or who have engaged with the sales team in the last 6 months.

Organizational & Related Entities:

- Duplicate Accounts: Multiple accounts created under the same organization or business entity.
- Affiliates & Partners: Individuals already enrolled in the KrispCall Affiliate Program or working for a registered Partner.
- Subsidiaries: Businesses that are parent companies, subsidiaries, or under common control with an existing KrispCall customer.

Data Matches (Compliance Check):

A Referee will be disqualified if any of the following match existing or historical records in the KrispCall database:

- Business Domain: The company's email domain or registered business name.
- Email Address: Any primary or recovery email address previously registered.
- Phone Number: Any verified contact number or KrispCall-issued number associated with an account.
- Payment Methods: Credit card numbers, PayPal accounts, or bank details already on file.

- KYC (Know Your Customer) Records: Identity documentation, legal business registration, or biometric data previously submitted.

5.2 Referral Link Requirement:

- The Referee signs up exclusively through the Referrer's unique referral link.

5.3 Qualified Purchase Requirement:

- The Referee completes a Qualified Purchase.

5.4 Active Customer Requirement:

- The Referee remains an active paying customer for (a) at least three (3) consecutive months for monthly billing cycles, or (b) at least ninety (90) days for annual billing cycles,

5.5 No Refund / Chargeback / Dispute:

- No refund, chargeback, or payment dispute is initiated during the qualification period.

5.6 One Reward per Referee:

- Each Referee may generate only one Qualified Purchase.

6. Referral Rewards

Rewards are calculated based on Net Subscription Revenue and are issued as KrispCall account credits.

6.1 Essential Plan

- \$10 USD credit after three (3) monthly billing cycles
- \$20 USD credit after ninety (90) days of annual billing cycles,

6.2 Standard Plan

- \$25 USD credit after three (3) monthly billing cycles
- \$50 USD credit after ninety (90) days of annual billing cycles,

6.3 Enterprise Plan

- Monthly Billing: 60% of the Referee's first monthly subscription fee (excluding taxes and add-ons), capped at \$30 USD, after three (3) monthly billing cycles
- Annual Billing: 15% of the Referee's first annual subscription fee (excluding taxes and add-ons), capped at \$70 USD, after ninety (90) days of annual billing cycles,

Enterprise referral rewards are subject to change at KrispCall's sole discretion.

7. Discount & Adjustment Policy

7.1 Discounts & Coupon Codes:

- If the Referee subscribes using any discount, coupon code, or promotional pricing, the total value of the discount applied during the first three (3) billing cycles will be deducted from the referral reward.
- If the adjusted reward amount is less than zero, no reward will be issued.

7.2 Reward Entitlement:

- Referrers are not entitled to additional compensation beyond the adjusted reward.
- The Referrer will receive the full reward amount based on the standard plan price, regardless of discounts used by the Referee.
- The Referee will receive an adjusted reward if they also utilize a separate discount or coupon code during their registration.

7.3 Reward Combination Restriction:

- Referral rewards cannot be combined with other affiliate, partner, or promotional incentives unless expressly approved by KrispCall.

8. Ineligible referrals

A referral will be deemed invalid if:

- The Referee was previously a KrispCall customer.
- The Referee is an affiliate, partner, or participant in another incentive program.
- The Referrer refers to themselves under a different account or otherwise, or an existing customer under a second account (this will be identified by our security tools).
- The Referee does not use the unique referral link.
- The Referee does not remain active for:
 - (a) three (3) consecutive billing cycles for monthly plans, or
 - (b) at least ninety (90) days for annual plans.
- The Referee is or was previously an agent or third party associated with the administration of the Program.
- Fraud, abuse, or manipulation is detected.
- A refund, chargeback, or dispute is initiated.
- If a referrer's or referee's account is suspended for any violation of KrispCall's Terms of Service, and its acceptable usage policy during the period.

KrispCall reserves the right to determine, in its sole discretion, the eligibility of referrals and to disqualify referrals not made in good faith. In such circumstances, KrispCall will have no obligation to pay a referral reward.

9. Reward Verification & Payment

Qualified Purchases are reviewed after ninety (90) days from the Referee's subscription start date.

Approved rewards will be credited to the Referrer's and Referee's KrispCall account within fourteen (14) business days following verification.

There is no limit to the number of referrals a Referrer may generate unless otherwise specified by KrispCall.

10. Use of Credits

Referral rewards are issued as KrispCall account credits:

- Credits may only be used toward calling and SMS usage charges.
- Credits cannot be used for subscription fees or add-ons.
- Credits cannot be withdrawn as cash.
- Credits are non-transferable.
- Credits do not expire.
- Credits are non-refundable.

11. Fraud, Abuse & Clawback

KrispCall reserves the right to:

- Reverse or claw back rewards in cases of refund, chargeback, fraud, or misuse;
- Suspend or terminate accounts involved in suspected abuse;
- Withhold rewards pending investigation.

Fraud includes, but is not limited to:

- Self-referrals;
- Multiple account creation;
- Artificial or manipulated transactions;
- Payment abuse;
- Coordinated referral networks.

All determinations made by KrispCall are final.

12. Limited-Time Offers

KrispCall may introduce temporary referral incentives with modified terms. Such offers may override standard referral rewards and may be withdrawn or modified at any time without prior notice.

13. Modification & Termination

KrispCall reserves the right to modify, suspend, or terminate the Program at any time, including changes to reward structures, eligibility criteria, or payout terms.

Continued participation in the Program constitutes acceptance of any updated Program Terms.

Pending or Unverified Rewards:

- Any referral rewards that have not yet been verified or approved at the time of modification or termination may be forfeited at KrispCall's sole discretion.
- Only rewards that have been fully verified and approved prior to the modification or termination will be honored.

Voluntary Withdrawal by Referrer

A Referrer may withdraw from the Program at any time by written notice to KrispCall. Upon withdrawal, the Referrer's referral link will be deactivated immediately. Any pending, unverified, incomplete, disputed, or non-qualified referrals regardless of when made shall be forfeited. Only rewards already verified and credited prior to withdrawal will remain valid. KrispCall shall have no further obligation to process or issue rewards after withdrawal.

14. Governing Law

14.1 Governing Law.

These Program Terms shall be governed by and construed in accordance with the laws of the Republic of Singapore, without regard to its conflict of law principles.

14.2 Good Faith Negotiation.

Before initiating any formal dispute resolution process, the parties shall attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to these Program Terms through informal negotiations. Such negotiation efforts must be commenced by written notice from one party to the other and continue for at least thirty (30) days.

14.3 Interim Relief.

Notwithstanding Clause 13.2, nothing in these Program Terms shall prevent KrispCall from seeking injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property, confidential information, or to prevent fraud, abuse, or unauthorized use of the referral program.

14.4. Exclusive Jurisdiction.

If the dispute cannot be resolved through negotiation under Clause 13.2, any unresolved dispute, controversy, or claim arising out of or relating to these Program Terms shall be subject to the exclusive jurisdiction of the courts of Singapore.

15. Acknowledge and Agree

- Referees may receive a discount or promotional offer determined by KrispCall.
- Offers cannot be combined with other KrispCall promotions or coupon codes.
- Offers are non-transferable and have no cash value.
- The Referee must be charged immediately upon subscription.
- Subscription prices may change at KrispCall's discretion.