

TERMS AND CONDITIONS

In case of concerns related to Terms and Conditions, contact us anytime via email to support@krispcall.com or riskmanagement@krispcall.com.

Requests for data deletion should be submitted to 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, you 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 the 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 the User before signing up for 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, add 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.
- “Add-Ons” refer to optional tools, features, or services provided by KrispCall that are not part of the standard subscription but are accessible either:
 - Free for individual use on the KrispCall website, or
 - Available in bulk/API format for a fee, purchasable through our dedicated channels.

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, the customer needs to submit the request to the customer support team via live chat or via email. 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.

Note: Users may request a refund when downgrading their plan, but this option is available only once. Frequent plan changes will disqualify them from receiving a refund.

3. **Use of services:** Customers can use and access the KrispCall services using the internet. Customers can access KrispCall from a browser or 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.

To request a non-VoIP number, you need to complete the number request form available within the app. By submitting this request, you acknowledge and agree to the charge incurred and the process detailed. *(Note: The subscription for the non-VoIP number will be billed separately from your workspace subscription.)*

KrispCall provides customers with access to phone numbers for making and receiving calls/SMS/MMS 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 with/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 on 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.

6. KrispCall Add-ons: Access to Add-On tools (whether free or purchased) is limited to registered KrispCall account holders. Users are solely responsible for ensuring that:

- All uploaded data (e.g., phone numbers or contact lists) is lawfully obtained.
- All required user consents have been obtained, especially where personal data is involved.

KrispCall will process submitted data only to deliver the requested Add-On service. Any misuse, such as using tools for spam, scraping, reselling data, or violating data protection laws, may result in access being suspended or permanently revoked.

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.

5. **Verification:** KrispCall reserves the right, at any time and in its sole discretion, to request verification documents from the Customer. Such documents may include, but are not limited to, proof of identity, business documents, or evidence of opt-in consent for data processing. The Customer acknowledges and agrees that timely and accurate compliance with these verification requests is a condition for continued access to and use of the Services. The Customer further agrees to provide all requested documentation promptly, completely, and in a manner satisfactory to KrispCall. Failure to comply within a reasonable period, or submission of incomplete or unsatisfactory documentation may result in the suspension or termination of the Customer's access to the Services, without any liability to KrispCall.

6. **Account Review:** KrispCall reserves the right, to the extent permitted by applicable law, to monitor, review, and record any activity on the Site and the Service without prior notice. Such monitoring may include access to communications, call records, and related data for purposes of security, compliance, and enforcement of this Agreement and the [Acceptable Use Policy](#). Any unauthorized use may result in suspension, termination, and/or legal action. Information obtained through monitoring may be disclosed to law enforcement or other authorities in accordance with the [Privacy Policy](#).

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: At KrispCall, we value the feedback and experiences shared by our customers through reviews on third-party platforms like Trustpilot, G2, or any verified KrispCall profiles, as well as testimonials and customer success stories submitted on our platform.

When you submit a review or testimonial, you grant KrispCall the right to use your feedback, including your review, name, photo, position, and other details, for marketing purposes. This includes but is not limited to displaying your review on our website, social media channels, advertising campaigns, and other promotional materials.

If you would like to opt out of having your review or testimonial included in our promotional materials, or if you wish to update or remove it, please contact us at riskmanagement@krispcall.com.

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.

5. Integrations: Integrations are not KrispCall products, and their use is solely between KrispCall and the third-party provider. KrispCall cannot guarantee ongoing access to Integrations and may stop providing access without refund, credit, or any compensation. If an Integration is enabled, KrispCall advises caution regarding sharing customer data with the third-party provider. KrispCall does not endorse or take responsibility for Integrations, including how they handle customer data. Use of such Integrations is governed solely by those third-party providers. By enabling an Integration, KrispCall may share customer data with the third-party provider as needed. KrispCall is not liable for any issues arising from Integrations, and customers waive any claims against KrispCall regarding them.

6. Phone Number Deletion: KrispCall provides VoIP phone numbers on a prorated billing basis. However, each phone number must complete a full 30-day billing cycle before it can be deleted. If a customer opts to delete a VoIP phone number before completing the 30-day billing cycle, they must settle the due amount (which is the difference between the actual price of the phone number and the prorated amount paid).

Confirming the deletion of a VoIP phone number before the 30-day billing cycle is complete will result in an immediate deduction of the remaining amount from the customer's associated payment method.

This policy does not apply in the following cases:

- If the number purchased is a non-VoIP number. You can delete it at any time during the subscription.
- If the phone number was purchased on the same day the associated workspace was created.
- If the phone number has completed the 30-day billing cycle.
- If the remaining amount due for the VoIP phone number is less than \$0.50.
- If the phone number is automatically deleted due to the expiration or cancellation of the associated workspace.

7. **Service Data Storage:** KrispCall provides multiple features and accessibility to improve service quality and user experience. Users acknowledge and agree that KrispCall is under no obligation to store data, including but not limited to emails, call logs, SMS logs, activity logs, voicemail, transcripts, or other service-related information, indefinitely or for a period suitable to the user. All data will be stored solely in accordance with the timeframes outlined in the Data Retention Policy. KrispCall shall not be liable for any deletion, loss, or failure to store data. Users further acknowledge and agree that KrispCall reserves the right to determine data storage size and retention periods, and data will be maintained solely for the duration specified by KrispCall.

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, and payments from cards are accepted as of now. Add-On pricing depends on functionality, usage tier, and volume. All Add-Ons may be subject to usage caps (e.g., query limits, credit exhaustion). These will be disclosed at the time of purchase or on the respective tool's product page.
- **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. For non-VoIP numbers, each number subscription will be billed separately from the workspace subscription or any other subscription based on the date of purchase. Customers can turn off auto-renewal to prevent automatic charges on billing dates. However, to avoid auto-renewal for non-VoIP phone numbers, you must delete the number from the workspace or cancel the subscription.
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. These credits are consumed during calls and SMS. In case an ongoing call or an SMS content costs more than existing credits, the corresponding charge will be

deducted directly from the customer's primary payment method associated with their KrispCall account. Additionally, a nominal processing fee for failed messages will be charged. However, no charges will be incurred for message failures resulting from carrier internal issues.

One-time charges may also 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. All billing dates are determined by the subscription date, except for Non-VoIP numbers, which have separate billing dates based on the non-VoIP number's purchase date. There is a separate section for non-VoIP number subscriptions within the app where you can see the overview of subscriptions and receipts/invoices.
- **Revision:** Prices may be subject to revision either annually or at other times for valid reasons. Depending on the circumstances, customers may or may not receive prior notice before any changes are implemented. 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 our payment gateway with valid credit or debit card information and/or bank account ("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. These details solely remain within our secure payment gateway environment. 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. Customers agree that if the primary card is unable to complete the renewal payment for any reason, the system may automatically initiate the transaction using any other payment cards linked to the account. Users can renew their subscription within 15 days of the expiration to ensure uninterrupted service. Furthermore, the Customer acknowledges and agrees that, in the event any outstanding payments remain unpaid and the Customer fails to respond to follow-up communications, KrispCall is authorized to deduct the due amount directly from the card or available credit balance on the workspace.

Payment for bulk or API-based Add-Ons is required upfront at the time of purchase and does not automatically renew unless explicitly stated. All charges may be deducted using your authorized payment method or available account balance.

Please note that subscriptions for these Add-On tools are managed independently and are not part of your standard in-app KrispCall subscription. Failure to make timely payment may result in the denial, suspension, or termination of access to the corresponding Add-On 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.
- **Grace Period:** KrispCall offers a 3-day grace period following subscription expiration, during which users retain full access to existing services but cannot purchase new numbers or upgrade subscriptions. Renewal is possible anytime within this period, immediately restoring full functionality. If not renewed, the service will expire after the grace period ends automatically. This policy doesn't affect data retention and non-VoIP numbers. No changes to renewal dates or additional charges apply. While this policy may not cover special or promotional subscriptions, KrispCall reserves the right to modify it without any notice.

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.
- KrispCall shall not be held responsible for delays, interruptions, or failures to perform its obligations if such failures result from circumstances beyond its reasonable control. These events include, but are not limited to, natural disasters, extreme weather conditions, cyberattacks, power outages, network failures, acts of terrorism, strikes, pandemics, or government-imposed restrictions. While KrispCall will make reasonable efforts to restore services promptly, refunds or compensation will not be provided in these circumstances.

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 rights will also be terminated, and you should destroy any downloaded materials in your possession, whether in printed or electronic format.

- 2. Phone Number:** Any phone numbers made available through the Service are provided solely on a rental basis and are not sold or transferred to Customers. These numbers remain subject to the control of applicable carrier providers and regulatory authorities. Such numbers are assigned on a limited, revocable, non-exclusive, and non-transferable basis for the duration of the applicable subscription term.

KrispCall may, at its discretion or as required by law, carriers, or operational needs, suspend, withdraw, reassign, or replace any number at any time, including due to regulatory changes, carrier requirements, suspected misuse, inactivity, or service termination.

KrispCall may provide notice of changes where reasonably practicable, but continuity of any specific number is not guaranteed. The Company is not liable for losses or disruptions resulting from number changes or unavailability, except where prohibited by law.

3. 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 the 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.

IF ANY OUTSTANDING PAYMENT OF THE USER REMAINS DUE, 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 from 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 policies, 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.

Official Communication Channels:

By using Krispcall services, you agree to receive communications from us through the following official channels:

- a) Email: from domains @krispcall.com, @krispcallmail.com, and @krispcallsales.com
- b) Website: krispcall.com
- c) Ticketing System: via Zendesk
- d) Online Chat: via Crispchat and WhatsApp

You acknowledge that:

- These are our only official communication channels.
- Communications through these channels may include service updates, account notifications, and support responses.
- We may use third-party services (Zendesk, Crispchat, and WhatsApp) to facilitate customer support.
- You're responsible for maintaining the confidentiality of your account information when communicating through these channels.
- You should exercise caution with any communication claiming to be from Krispcall but not using these official channels.

For full details on how we handle data shared through these channels, please refer to our Privacy Policy.

KrispCall reserves the right to update these communication channels and will notify users of any changes through the existing official channels.

Coupon Codes

KrispCall extends Coupon Codes as a means to provide accessible services, facilitate discounts on subscriptions, 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.

There are two types of coupon codes available for receiving discounts on subscription costs: one-time and lifetime. One-time coupon codes apply a discount to workspace subscriptions only once, whereas lifetime coupon codes apply a discount on each renewal of workspace subscriptions. However, there are special considerations for the validity of lifetime coupon codes. Users must maintain the initial subscription plan to continue enjoying discounts on future renewals. In cases where a subscription plan activated using a lifetime coupon code is upgraded or downgraded, the

next renewal will be charged at the full rate. Additionally, when the owner of a subscription plan created using a discount code attempts to add a member, the full charge will apply.

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.

KrispCall AI Features Policy

This AI Features Policy ("**AI Policy**") forms an integral part of the KrispCall Terms and Conditions (**the "Agreement"**) and applies to your use of any AI-powered features within the KrispCall services (**the "AI Features"**).

In the event of a conflict between this AI Policy and the Agreement, this AI Policy shall prevail with respect to the AI Features.

BY ENABLING, ACCESSING, OR USING THE AI FEATURES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AI POLICY. IF YOU DO NOT AGREE TO THIS AI POLICY, YOU MAY NOT ACCESS OR USE THE AI FEATURES.

1. Definitions

“**AI Features**” means any KrispCall feature, functionality, or service labeled or described as using artificial intelligence, machine learning, large language models, or similar technologies, including, but not limited to, features for call summarization, transcription, and real-time assistance.

“**Input**” means any data, content, or information (including text, audio, transcripts, metadata, prompts, configuration, or other materials) that Customer or its Users submit to or through the AI Features.

“**Output**” means any content or result generated by or returned from the AI Features based on Input.

“**AI Content**” refers to both Input and Output collectively.

“**Third-Party AI Provider**” means any third-party technology provider used by KrispCall to power the AI Features

2. Scope and Availability of AI Features

AI Features are optional components of the KrispCall Services. Use of AI Features requires an active subscription to the applicable KrispCall Services, and may be priced separately or subject to usage limits, as set out in the applicable Service Plan.

KrispCall may modify, enhance, or discontinue some or all AI Features at any time, including by changing underlying Third-Party AI Providers, models, or configurations, provided that such changes do not materially reduce the core functionality of the AI Features during a then-current subscription term.

3. Intellectual Property

As between Customer and KrispCall, Customer retains ownership of the AI Content. You acknowledge that, due to the nature of generative AI, Output is not unique, and similar Output may be generated for other users. You grant KrispCall a worldwide, royalty-free, sublicensable license to use your AI Content to provide, maintain, monitor, and improve the AI Features.

4. Third-Party AI Providers

KrispCall may use Third-Party AI Providers and subprocessors to deliver some or all AI Features. These providers may process AI Content **on KrispCall’s behalf** in accordance with data protection terms and applicable law.

5. Data Use for Training & Model Improvement

KrispCall does **not** permit Third-Party AI Providers to use Customer's Customer Data or AI Content to train or retrain their **general-purpose foundation models**, except to the extent strictly necessary for providing the AI Features, or required by law. KrispCall may, however, use AI Content in aggregated and/or de-identified form to monitor and improve the performance, security, and reliability of the KrispCall services and AI Features.

6. Performance Monitoring & Quality Control

To ensure the quality, safety, and reliability of the AI Features, KrispCall continuously monitors their performance. For this purpose, we may access and use your AI Content to investigate malfunctions, evaluate performance, address errors or biases, and maintain the Services. If Customer opts out of certain monitoring/diagnostic uses (where such option is provided), Customer acknowledges this may limit KrispCall's ability to identify and remediate performance issues, and provide optimal functionality and reliability of AI Features.

7. Disclaimers: No Warranties on Output

TO THE FULLEST EXTENT PERMITTED BY LAW, THE AI FEATURES ARE PROVIDED "AS IS" AND "AS AVAILABLE." KRISPCALL EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE AI FEATURES AND ANY OUTPUT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, OR RELIABILITY. YOUR USE OF THE AI FEATURES AND RELIANCE ON OUTPUT IS AT YOUR SOLE RISK.

8. Customer Responsibilities, Compliance & Third-Party Claims

You are solely responsible for:

- 1) The quality, legality, and compliance of your Input and your use of Output.
- 2) Ensuring your AI Content and use of AI Features comply with Applicable Laws, this AI Policy, the T&Cs, and any Third-Party Processor policies.
- 3) Obtaining all necessary consents from end-users for processing their data through the AI Features, as required by applicable privacy laws.
- 4) Independently verifying the accuracy, completeness, and reliability of all outputs. **You should not rely on factual assertions in Output without independent fact-checking and human review.**
- 5) Ensuring that your use of Output does not infringe upon any third-party rights, including intellectual property and privacy rights.

- 6) AI Features are provided on an "as is" basis and may not be accurate, may be out of date, and are subject to errors, design flaws, or modification.
- 7) AI Features are not designed for emergency calls and shall not be used in conjunction with any emergency services.

9. Usage Limitations and Restrictions

You shall not, and shall ensure your users do not:

1. Use the AI Features or Output to discover, reverse engineer, or extract any underlying components of the models, algorithms, or systems (e.g., model weights, source code).
2. Use web scraping, data extraction, or similar methods to harvest data from the AI Features or Output.
3. Mislead any AI Content is solely generated by a human.
4. Use the AI Features to develop foundation models or other large-scale models that compete with KrispCall or its Third-Party Processors.
5. Use the AI Features in a way that intentionally strains, overloads, or disrupts the service or its infrastructure.
6. Use the AI Features for automated decision-making that has a legal or similarly significant effect on individuals without appropriate human supervision.
7. Include any sensitive personal data (e.g., health, financial, ethnic origin, political opinions) in Inputs, unless explicitly permitted and with an adequate legal basis.

KrispCall may limit or suspend your access to the AI Features if we have a reasonable basis to believe your use violates this AI Policy, the T&Cs, our Acceptable Use Policy, or any applicable product documentation.

10 Limitation of Liability

KrispCall shall not be liable for any third-party claims relating to your use of the AI Features or Output, including claims of copyright infringement or violations of law. You are responsible for responding to and defending such claims. KrispCall's indemnification obligations under the T&Cs do not apply to claims arising from your AI Content or use of AI Features.

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.