KrispCall’s End User License Agreement

In case of concerns related to KrispCall’s End User License Agreement, contact us anytime via an email to support@krispcall.com or riskmanagement@krispcall.com.

KrispCall End User License Agreement

The End User License Agreement implies a binding agreement between End-Users and KrispCall Communications Inc., 8 THE GREEN, STE A, DOVER, DELAWARE 19901, UNITED STATES. All the terms and conditions are set forth to be followed by all the end-users licensed to ensure healthy access to and use of KrispCall services.

Definition

Affiliate - Any entity controlling, controlled by, or under common control with KrispCall.
KrispCall - The software as a service application comprising the Services.
End-User - The company or entity whose users access the Services and KrispCall under this EULA. May also be a Customer under the Terms and Conditions.
Include/Including - Includes without limitation.
Intellectual Property - All intellectual property and technology in any form.
Law(s)/Applicable Laws - Laws governing the provision and use of the Services.
License - The right granted by KrispCall for End-User to install software to access the KrispCall Services.
Services - Services provided by KrispCall and its Affiliates.
Site - The krispcall.com website.
Terms and Conditions - KrispCall's terms and conditions.
User - Individual authorized by End-User to use/access Services with a User role.

KrispCall Description

Users are able to access the services and features provided by KrispCall via the Internet. KrispCall is a cloud telephony system provided with lots of telephony functionalities. KrispCall is accessible to all users on the site and must be downloaded on an appropriate device. End-User's Users may only use KrispCall and its services by accepting this EULA. Without agreeing to the EULA, KrispCall will not provide the Services.

License

Restricted License

Subject to and conditional upon the End-users and its Users' full compliance with the terms outlined in this end-user license agreement (EULA), KrispCall hereby grants the End-User a restricted, revocable, non-exclusive, non-transferable (except as expressly permitted under the EULA), non-sublicensable license to allow its Users to access and utilize the KrispCall solely for the duration which the End-User is entitled to make use of the Services, subject always to the End-User's fulfillment of its obligations to KrispCall.

The End-User will not, and shall ensure its Users do not:

a) Sub-license, resell, distribute, assign, or transfer the rights granted under this EULA to any other individual or entity;

b) Modify, adapt, edit, alter, or produce derivative works of the KrispCall or any associated documentation;

c) Reverse engineer, decompile, decrypt, dismantle, disassemble, or otherwise attempt to extract or derive the source code or underlying algorithms of KrispCall;

d) Utilize the KrispCall services for purposes of infringement analysis, competitive analysis, benchmarking, or any intention besides as required to use KrispCall per the terms of this EULA;

e) Develop, generate, distribute, or make available any competing software, applications, tools, or services that are similar in functionality or purpose to KrispCall;

f) Eliminate, conceal, or tamper with any proprietary notices, labels, trademarks, or other marks affixed to or contained within KrispCall.

g) Overrides any access or security restrictions KrispCall may apply to the Service (or other accounts, computer systems, or networks connected to the Service).

h) Crawls, scraps, or spiders any page, data, or portion of the Service (or any information, data, or content made available through the Service) that is manual or automated.

i) Inappropriately use or abuse the Service in any way that is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, offensive, or otherwise unacceptable.

j) In any way, attempt to get access to another user’s account, password, or other security information;

k) A computer network or security encryption code is violated, or passwords are cracked; or

l) 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).
m) Use the service to run activities related to crypto, drugs, and other banned businesses.

This limited, conditional license is subject to the end user and its Users fully complying with the terms stipulated in this EULA. Any breach of the terms will invalidate the license immediately.

Intellectual Property Rights

The license provided to the end user is specifically limited and does not include any additional rights, whether stated or implied, beyond what is outlined in Article 3.1. Any rights not explicitly granted here are the exclusive property of KrispCall and are preserved. The KrispCall may contain or use services, software, technology, or products developed or supplied by third parties, including open-source software or code. The end user acknowledges that the misuse of KrispCall may infringe upon the intellectual property rights of these third parties.

Acknowledgment of KrispCall's Ownership

The End-User recognizes and accepts that KrispCall or, where applicable, its affiliated entities, possess all the rights, titles, and interests related to the intellectual property rights within the KrispCall service and the website, including any content found within them.

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.
In addition to the indemnification obligations outlined above, the User agrees to actively defend KrispCall, its affiliates, and its employees against any legal claims, demands, or proceedings that arise from the End-User’s use of KrispCall services. The User shall bear all costs, including attorney fees unless KrispCall elects to appoint its own legal representation.

KrispCall retains the exclusive right to control the defense of any claim arising from the End User’s actions. This includes the authority to select legal counsel, approve or reject settlement offers, and determines the course of the legal proceedings. The User may not negotiate or agree to any settlement without KrispCall’s prior written consent.

EULA Term, Suspension and Termination

Notification & Cooperation

If the End-User becomes aware of any legal claim, investigation, or proceeding that may involve KrispCall, they must promptly notify KrispCall in writing. The End-User agrees to cooperate fully with KrispCall in preparing a defense, including providing documents, evidence, and reasonable assistance as requested. KrispCall's failure to receive timely notice may limit the End-User's indemnification obligations to the extent KrispCall's defense is materially prejudiced."

EULA Term

The End-User recognizes and agrees that this End-User License Agreement (EULA) will begin on the date when the End-User accepts it and will remain in effect until the End-User stops accessing and using the services provided by KrispCall, referred to as the 'EULA Term'.

Suspension

KrispCall may promptly suspend access to the Service in the following circumstances:

a) In the event of a breach of these Terms, applicable laws, or KrispCall policies by the Customer or any User.
b) If the Customer's use of the Service adversely affects its performance or infringes upon KrispCall's rights or those of third parties.
c) If the Customer fails to rectify these violations within the timeframe specified in KrispCall's notice.
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.

Termination

If any fraudulent or illicit activity (like fraudulent payments, spamming with numbers, or criminal uses) is detected, KrispCall is entitled to halt the services and immediately terminate your account. There will be no refunds in such cases. The EULA may be terminated in the following situations:

a) Termination for Breach: If the End-User or any User violates a significant term of this EULA and does not rectify the breach within five (5) days after receiving notice, KrispCall may notify the termination of the EULA.

b) Termination due to Legal, Regulatory, or Judicial Obligation: KrispCall may terminate this EULA to comply with legal, regulatory, or judicial obligations.

Consequences of Termination

When this EULA is terminated, the end user must promptly discontinue accessing the KrispCall Solution and shall ensure that its Users do the same.

EULA Revisions

KrispCall retains the right to make changes to the EULA content unilaterally, and in such instances, KrispCall may/may not notify the end user.

Governing Law and Jurisdiction

Applicable Law

This EULA shall be governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to its conflict of laws principles.

Jurisdiction

The parties agree that any dispute, claim, action, or proceeding arising out of or relating to this EULA shall be subject to the exclusive jurisdiction of the state and federal courts located in the State of Delaware, United States.