

AI Call Care Terms and Conditions

AI Call Care LLC (collectively referred to as “AI CALL CARE”) is excited to welcome you as a valued client. We look forward to providing you with an exceptional experience as we help your business grow and thrive. This Agreement establishes the terms and conditions that govern our relationship.

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND AI CALL CARE.

1. Services and Products

This Agreement applies to all AI Call Care services, subscriptions, software integrations, and related products (collectively, the “Service” or “Services”) provided by AI Call Care to you (“Client”).

By accessing or using the Services, you confirm your agreement to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services.

AI Call Care will make reasonable efforts to deliver the services selected and agreed upon by the Client, as described in the written confirmation or agreement provided during onboarding.

The Client authorizes AI Call Care to serve as their AI-powered answering service (including inbound virtual agent, outbound agent, appointment setting, payment link delivery, collections outreach, or call center automation as selected and paid for by the Client).

AI Call Care is also authorized to act as the Client’s agent in matters relating to answering, messaging, appointment booking, and telecommunications management.

The Client agrees to use the Services only in accordance with the terms and conditions of this Agreement and acknowledges that AI Call Care may collect and store information (such as call logs, messages, and customer interactions) as part of delivering the Services.

AI Call Care will utilize its proprietary systems and/or trusted third-party software, calendars, emails, SMS, secure payment links, or other electronic means to deliver its Services within the capabilities outlined during onboarding.

Client Responsibilities: The Client understands it must provide accurate and updated contact information, email, SMS-capable phone numbers, and any necessary telecommunication access to ensure successful delivery of messages, payment links, and notifications.

All phone numbers, software, and access credentials provided by AI Call Care remain the sole property of AI Call Care upon termination of Services.

By using the Services, the Client agrees to be bound by these Terms and AI Call Care's Privacy Policy, available at <https://aicallcare.com/privacy-policy> (link placeholder).

2. Ownership and Client Responsibilities

All telephone numbers, software, and access credentials provided by AI Call Care remain the exclusive property of AI Call Care upon termination of Services.

By using the Services, you agree to be bound by these Terms and acknowledge AI Call Care's **Privacy Policy**, incorporated herein by reference and available at <https://aicallcare.com/privacy-policy>.

Data Security and Client Obligations

AI Call Care relies on the Client to safeguard its own personal, confidential, and proprietary information and communication systems from third-party hacking, breaches, or other disruptions. The Client is responsible for implementing and maintaining adequate safeguards on its systems, including external devices and networks, to protect data integrity and comply with applicable regulations.

If the Client anticipates a substantial increase in call volume, it agrees to provide AI Call Care with at least **ten (10) business days written notice** to allow sufficient time to adjust resources and staffing for optimal service delivery.

3. Client Use of Services

The Client agrees not to use AI Call Care's Services for any illegal, illegitimate, or fraudulent purposes. The Client shall not resell, transfer, or otherwise make available the Services to third parties without prior written consent from AI Call Care.

Security Responsibilities

The Client is solely responsible for administering and monitoring the use of login credentials (IDs and passwords) by its administrators and authorized users. Upon the termination of employment or engagement of any administrator or user, the Client must immediately revoke their access to AI Call Care's systems.

AI Call Care is not responsible for any loss of Client data, malware, ransomware, or security breaches affecting the Client's systems. The Client remains exclusively responsible for ensuring its operations comply with applicable privacy laws (including HIPAA, ADA, or other personal data protection standards) and for maintaining proper backup and monitoring protocols.

4. Integrations and Third-Party Applications

AI Call Care may integrate with third-party platforms and services to enhance its functionality. Such integrations may require the Client to provide separate login credentials or API access.

By providing these credentials, the Client authorizes AI Call Care to access the respective accounts and any data contained therein for purposes reasonably related to delivering AI Call Care's Services.

The Client acknowledges that these Terms do not govern third-party applications. Any use of such third-party integrations is subject to the respective terms and conditions of the third-party providers, which are separate and independent from this Agreement and over which AI Call Care has no control.

5. Expenses and Taxes

The Client is solely responsible for paying all telecommunication expenses, internet costs, taxes, fees, and other expenses necessary for its own operations. This includes but is not limited to charges from telecommunications providers, mobile carriers, or internet service providers required to use AI Call Care's Services.

The Client is also responsible for paying any applicable sales, use, excise, value-added, or similar taxes and any other charges imposed by federal, state, or local government authorities. These taxes and fees, whether currently assessed or assessed in the future, are the sole responsibility of the Client. By agreeing to these Terms, the Client acknowledges and accepts liability for all such taxes and fees.

6. Recording of Calls

The Client acknowledges and agrees that AI Call Care's AI-powered system may record incoming and outgoing calls for **quality assurance, training, and compliance purposes**.

It is the Client's sole responsibility to notify its customers, clients, vendors, prospective clients, and any other third parties that calls may be recorded. The Client must determine and comply with all applicable federal, state, and local laws regarding call recording and consent requirements.

AI Call Care shall not be liable for any failure by the Client to properly notify third parties about call recordings or for any related legal or regulatory consequences.

7. AI Call Care Responsibilities

AI Call Care agrees to deliver Services in a professional, efficient, and technologically reliable manner consistent with industry standards.

However, AI Call Care does not make any warranties or guarantees regarding the specific outcomes, response times, or business results of using the Services. The Client understands and accepts that the Services are subject to system limitations, including potential delays, outages, or technological errors.

8. Dispute Resolution

If the Client believes that any Service has not been performed in accordance with this Agreement, the Client must provide written notice to AI Call Care within **thirty (30) days** of the occurrence of the issue.

Upon receiving such notice, AI Call Care will make reasonable efforts to resolve the matter in good faith and to the best of its technical and operational ability. This remedy shall be the Client's sole and exclusive recourse for any Service-related issues or dissatisfaction.

9. Service Availability

AI Call Care's AI answering and call-handling system is designed to operate **24 hours a day, 365 days a year**, subject to the **Force Majeure** clause below.

AI Call Care's human customer support team is available **Monday through Friday, 9:00 AM to 5:00 PM (Central Standard Time)**, excluding standard U.S. federal holidays and any emergency closures beyond the company's control.

While AI Call Care uses robust infrastructure and advanced AI technologies to provide high availability, it does not guarantee 100% uptime. Service interruptions may occur due to software updates, telecommunications outages, server maintenance, or other events beyond AI Call Care's reasonable control.

10. Service Limitations and No Warranty

AI Call Care's Services are subject to potential interruptions caused by factors outside of its reasonable control, including but not limited to software updates, telecommunications outages, hardware or server failures, internet connectivity issues, datacenter disruptions, and Acts of God (as defined in the Force Majeure section).

AI Call Care will make commercially reasonable efforts to minimize such disruptions and maintain service availability. However, the Client understands and agrees that uninterrupted access to the Services is not guaranteed.

No Warranty: AI Call Care expressly disclaims all representations, guarantees, and warranties, whether express, implied, or statutory, including without limitation:

- Warranties of merchantability, fitness for a particular purpose, and non-infringement;
- Any warranties that Services will be error-free, uninterrupted, or capable of handling unexpected spikes in call volume;
- Any warranties regarding the security of information transmitted over telecommunications networks, which may be susceptible to interception, corruption, or delays.

AI Call Care shall not be responsible for transmission errors, data corruption, or loss of information carried over third-party telecommunication networks.

Sole Remedies: In the event that AI Call Care fails to provide Services in accordance with this Agreement, the Client's sole and exclusive remedy shall be, at AI Call Care's discretion:

1. Correction of the failure to provide Services; and/or
2. A credit for recurring charges applicable to the affected period.

Any credits issued will not be refunded but will be applied toward future invoices.

11. Term of Agreement

This Agreement shall continue on a **month-to-month basis** unless otherwise specified or unless terminated in accordance with the provisions herein.

12. Termination Policy

- Either party may terminate this Agreement with **thirty (30) days advance written notice** to the other party.
- Clients using service plans exceeding **2,000 minutes per month** must provide **sixty (60) days written notice** of termination.

Upon cancellation:

- Any **base plan fees** for the current billing cycle will not be refunded or prorated.
- Any **overage charges** incurred up to the effective date of termination shall be immediately due and payable.

AI Call Care reserves the right to terminate Services immediately and without notice in the event of:

1. Non-payment or failure to maintain a valid payment method on file;
2. Any breach of this Agreement by the Client;
3. Use of the Services for illegal or prohibited purposes.

13. Termination and Renewal Policy

For termination to be effective, the Client must provide advance written notice as follows:

- Accounts with usage under **2,000 minutes per month** require a minimum of **thirty (30) days written notice**.
- Accounts exceeding **2,000 minutes per month** require a minimum of **sixty (60) days written notice**.

Upon cancellation by the Client:

- Any **overage charges** incurred up to the effective date of termination will be due immediately.
- The **base plan rate for the month of cancellation** will not be refunded or prorated under any circumstances.

Automatic Renewal:

- If the Client fails to provide written notice of intent not to renew at least **thirty (30) days prior** to the end of the current term, the Services will automatically renew for an additional month.
- Upon renewal, the Client will be liable for an additional month's charges at the prevailing rates.

The initial Services period begins on the **first (1st) day of the month following the date of purchase** from AI Call Care.

Invoice Disputes:

- Any inquiries or disputes regarding invoices must be submitted in writing within **thirty (30) days** of the Client's receipt of the invoice. Failure to notify AI Call Care within this period constitutes acceptance of the charges.

14. Charges and Automatic Payment Authorization

- **Automatic Payment:** For all Services, the Client authorizes AI Call Care to charge any payment method on file, including credit cards or ACH transfers, for all applicable charges and agrees that the provided payment method is valid and up to date.
- A valid payment authorization must be established and maintained for the amount of the selected plan, including any applicable overage charges as outlined in the Client's subscription agreement.

AI Call Care will charge the Client's selected payment method on a **monthly recurring basis** for Services rendered.

15. Billing Cycle and Overage Charges

- **Base Plan Charges:** All base plan fees are billed **in advance** and are due on the established billing date each month.
- **Overage Charges:** Any minutes used in excess of the selected plan are billed **in arrears** at the prevailing overage rate of **five cents (\$0.05) per additional minute**.
- If the Client consistently exceeds their plan's allotted minutes, AI Call Care reserves the right to require the Client to upgrade to a higher plan or restart their monthly cycle to ensure adequate service delivery.

16. Invoices, Payments, and Adjustments

16.1 Invoicing and Due Dates

Invoices will be issued and due on the date the Service is established and every month thereafter until the Service is terminated in writing. All Client payments are due upon receipt of the invoice unless otherwise agreed in writing.

AI Call Care reserves the right to require payment outside of the regular monthly billing cycle if necessary to ensure continuity of service.

16.2 Rates and Adjustments

AI Call Care reserves the right to increase its rates or charges at any time upon providing the Client with **thirty (30) days' prior written notice**.

16.3 Deposits

If the Client fails to make timely payments or if their account is suspended for non-payment, AI Call Care may, at its sole discretion, require the Client to submit a **non-refundable deposit equal to the sum of the previous two (2) months' invoices**. This deposit will be applied toward future Services but will not be refunded under any circumstances.

16.4 Plan Charges and Billing Metrics

- **Measurement:** All calls and work time are measured in increments determined at AI Call Care's discretion. Time is calculated from **connect to disconnect** as recorded by AI Call Care's system.
- **Per Minute Charges:** Per minute charges include all inbound and outbound actions performed on behalf of the Client.
- **Unused Minutes:** Any unused minutes from the Client's base plan **will not roll over** to the next month.
- **Advance Billing:** The base plan fee is charged in advance.
- **Overage Charges:** Any usage in excess of the selected plan will be billed in arrears at the overage rate of **five cents (\$0.05) per additional minute**.
- **Automatic Upgrades:** AI Call Care may, at its discretion, automatically upgrade the Client to the next plan tier if usage consistently exceeds the limits of the current plan. Such upgrades may occur without prior notice to ensure uninterrupted service.
- **Plan Adjustments:** AI Call Care may require the Client to upgrade or restart their monthly cycle to accommodate higher usage or increased service demand.

16.5 Late Payment Policy

- Any invoices not paid when due (except for amounts under good faith dispute communicated in writing within **thirty (30) days**) will incur a **one-time late fee equal to ten percent (10%) of the outstanding balance**.
- Additionally, the Client will be assessed a **\$35.00 fee for any returned payment** where a financial institution fails to honor a transaction for any reason.
- Failure to pay may result in immediate suspension or termination of Services without notice.

17. Suspension, Termination, and Collection Remedies

The Client acknowledges and agrees that unless and until all outstanding invoices and late charges are paid in full, **AI Call Care** reserves the right, without prior notice, to immediately suspend and/or terminate Services and Products provided under this Agreement.

In addition to such suspension or termination, AI Call Care may exercise any and all other remedies available under applicable law or in equity, including but not limited to seeking

reimbursement for legal fees, collection agency fees, and other costs incurred in connection with recovering overdue amounts.

All charges, fees, and quotes under this Agreement are calculated and payable exclusively in United States Dollars (USD).

18. Non-Solicitation of Employees

During the term of this Agreement and for a period of **two (2) years following its termination**, the Client agrees not to, directly or indirectly:

- Solicit, hire, or engage for employment (as an employee, contractor, or consultant) any individual who is, or was within the preceding six (6) months, employed or contracted by AI Call Care.
- Encourage or induce any such employee or contractor to terminate their relationship with AI Call Care.

In the event of a breach of this provision, the Client agrees to pay AI Call Care liquidated damages equal to **one hundred percent (100%) of the most recent annualized compensation** (salary, commissions, and bonuses) of the employee or contractor concerned. This amount shall be due and payable immediately upon the individual's hire or engagement by the Client.

19. Limitation of Liability

The Client agrees to notify AI Call Care in writing of any dispute within **ten (10) calendar days** from the date the Client knew or reasonably should have known of the issue. AI Call Care will use commercially reasonable efforts to resolve the dispute in good faith within five (5) business days of receiving such notice.

NO CONSEQUENTIAL DAMAGES. Under no circumstances shall AI Call Care be liable to the Client or any third party for any indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to loss of use, loss of revenue, loss of profits, or loss of data, even if advised of the possibility of such damages.

LIMITATION OF LIABILITY. The total aggregate liability of AI Call Care for any and all claims arising out of or relating to this Agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed the lesser of:

- (a) the total fees paid by the Client to AI Call Care in the **six (6) month period** immediately preceding the event giving rise to the claim; or
- (b) **three thousand U.S. dollars (\$3,000.00).**

The parties acknowledge and agree that these limitations reflect a fair allocation of risk and are an essential part of this Agreement.

20. Risk Allocation and Indemnification

The parties acknowledge and agree that the allocation of risk set forth in this Agreement is fair and reasonable under the circumstances. The parties further agree that the limitations of liability herein represent a reasonable estimate of potential damages, as actual damages may be difficult to ascertain at the time of entering into this Agreement.

The **Client agrees to fully indemnify, defend, and hold harmless AI Call Care**, its affiliates, officers, directors, employees, and agents from and against any and all third-party claims, demands, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to:

- (a) the Client's use or misuse of the Services;
- (b) any breach by the Client of this Agreement;
- (c) any violation of applicable laws or regulations by the Client; or
- (d) any wrongful acts, omissions, or misconduct by the Client or its users.

This indemnification obligation shall survive the termination or expiration of this Agreement.

21. Force Majeure

Neither party shall be held liable or responsible to the other, nor be deemed to have defaulted under or breached this Agreement, for failure or delay in fulfilling or performing any term of this Agreement, when such failure or delay is caused by circumstances beyond the reasonable control of the impacted party ("Force Majeure Event").

Such events may include but are not limited to:

- acts of God, natural disasters (such as floods, hurricanes, earthquakes, or wildfires),
- acts of war, terrorism, riots, or civil unrest,
- labor disputes, strikes, lockouts, or other industrial disturbances,
- power outages, internet or telecommunications failures, or data center disruptions.

The impacted party shall promptly notify the other party of the Force Majeure Event and use reasonable efforts to mitigate its effects.

22. Data Retention Policies

AI Call Care will retain Client data only as long as necessary to provide the Services effectively. Unless otherwise agreed in writing:

- All Client data, including call logs and messages, will be securely destroyed within **ninety (90) calendar days** after the date it was initially obtained.
- Upon termination of the Client's account, all Client data will be permanently deleted without further notice.
- Billing records, call statistics, and related metadata will also be purged **within ninety (90) days** of generation.

It is the Client's responsibility to maintain backups of any critical data prior to termination.

23. General Provisions

1. **Authority and Capacity.** Each party represents and warrants that:
 - (i) it has full authority to enter into and perform its obligations under this Agreement;
 - (ii) it is duly organized and validly existing under the laws of its jurisdiction;
 - (iii) there are no existing claims, actions, or proceedings that would impair its ability to comply with its obligations; and
 - (iv) this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms.
2. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties regarding its subject matter and supersedes all prior agreements, proposals, or representations, whether written or oral.
3. **Amendments.** No amendment or modification of this Agreement shall be valid unless in writing and signed by authorized representatives of both parties.
4. **Independent Contractors.** The parties are independent contractors and nothing herein shall create a partnership, joint venture, agency, or employment relationship between them.
5. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

24. Modification and Relationship of Parties

This Agreement cannot be altered, amended, or modified except in writing executed by an authorized representative of each party. The parties to this Agreement are independent contractors. Nothing contained herein shall be construed as creating any agency, partnership, joint venture, or employer-employee relationship between the parties. Neither party has the authority to bind or obligate the other in any manner whatsoever.

25. Arbitration

Arbitration under this Agreement shall be the exclusive method of resolving any and all disputes, claims, or controversies arising out of or relating to this Agreement, including the validity, enforceability, or scope of this arbitration provision, to the fullest extent allowed by law.

The arbitration shall be conducted in accordance with the rules of the **American Arbitration Association (“AAA”)** then in effect.

As part of any dispute hereunder, there shall be **no right or authority for any dispute to be brought, heard, or arbitrated as a class, collective, or representative action** on behalf of a class of persons or the general public (“Class Action Waiver”).

All arbitration proceedings shall take place in **Dallas County, Texas**, unless otherwise agreed in writing by both parties. The decision of the arbitrator shall be final and binding upon the parties, and judgment may be entered thereon in any court of competent jurisdiction.

In the event of a dispute related to services rendered under this Agreement or in any collection action filed by AI Call Care, the prevailing party (as determined by the arbitrator or court of law) shall be entitled to recover its reasonable attorneys' fees and costs expended in connection with the dispute.

A party desiring to initiate arbitration must provide the other party with a written **Demand for Arbitration** as specified in the AAA Rules. The arbitrator will be:

1. A retired judge, or
2. An attorney licensed to practice law in the State of Texas.

If the parties are unable to mutually agree on an arbitrator within seven (7) days after delivery of the Demand for Arbitration, then the AAA shall appoint the arbitrator in accordance with its rules.

26. Indemnification

The Client agrees to indemnify, defend, and hold harmless **AI Call Care** and its affiliates, officers, directors, employees, and agents from and against any and all claims, demands, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with:

1. The Client's use of the Services;
2. The Client's breach or violation of any term of this Agreement;
3. AI Call Care's use of any content provided by the Client;
4. The Client's violation of any rights of a third party, including but not limited to rights of privacy or intellectual property; or
5. AI Call Care's recording of calls with the Client's customers, prospects, vendors, or other third parties in connection with providing Services.

This indemnification obligation shall survive termination or expiration of this Agreement.

27. Cumulative Remedies

All rights and remedies provided in this Agreement are cumulative and not exclusive. The exercise by AI Call Care of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, under statute, or otherwise.

28. Modification and Relationship of Parties

This Agreement cannot be altered, amended, or modified except in writing executed by an authorized representative of each party. The parties hereto are independent of each other, and no agency, partnership, joint venture, or employer-employee relationship is intended or created by this Agreement. Neither party shall have the power to obligate or bind the other party to any other agreement or obligation.

29. Arbitration

Arbitration under this Agreement shall be the exclusive method of resolving any and all disputes, claims, or controversies between the Client and **AI Call Care** to the fullest extent permitted by law.

The arbitration shall be conducted pursuant to the rules of the **American Arbitration Association (“AAA”)** then in effect.

As part of any dispute under this Agreement, there shall be **no right or authority for any dispute to be brought, heard, or arbitrated as a class, collective, or representative action** on behalf of a class of persons or the general public (“Class Action Waiver”).

All arbitration proceedings shall take place in **Dallas County, Texas**, unless otherwise agreed in writing by both parties. The decision of the arbitrator shall be final and binding upon the parties, and judgment may be entered thereon in any court of competent jurisdiction.

In the event of a dispute regarding services rendered under this Agreement or in any collection action initiated by **AI Call Care**, the prevailing party (as determined by the arbitrator or court of law) shall be entitled to recover its reasonable attorneys’ fees and costs incurred in connection with the dispute.

A party desiring to initiate arbitration must provide the other party with a written **Demand for Arbitration** as specified in the AAA Rules. The arbitrator shall be:

1. A retired judge, or
2. An attorney licensed to practice law in the State of Texas,

and will be selected by the parties from the AAA’s roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, the AAA shall appoint the arbitrator in accordance with its rules.

30. Indemnification

The Client agrees to indemnify, defend, and hold harmless **AI Call Care**, its affiliates, and their officers, directors, employees, and agents from and against any and all claims, demands, losses, liabilities, and expenses (including reasonable attorneys’ fees) arising out of or in connection with:

- (i) The Client’s use of the Services;
- (ii) The Client’s breach or violation of any provision of this Agreement;
- (iii) **AI Call Care’s** use of any content provided by the Client;
- (iv) The Client’s violation of any third-party rights, including but not limited to privacy, intellectual property, or contractual rights; and
- (v) Any recordings of telephone conversations made in connection with providing Services.

This indemnification obligation shall survive termination or expiration of this Agreement.

31. Cumulative Remedies

All rights and remedies provided under this Agreement are cumulative and not exclusive. The exercise by **AI Call Care** of any right or remedy shall not preclude the exercise of any other rights or remedies available now or in the future at law, in equity, under statute, or otherwise.

32. Assignment

The Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement without the prior written consent of **AI Call Care**. Any assignment or delegation made in violation of this section shall be null and void.

AI Call Care may assign any of its rights or delegate any of its obligations to any affiliate, successor, or acquirer of all or substantially all of **AI Call Care's** assets, without the Client's consent.

33. No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein shall confer any rights or remedies upon any person or entity other than the parties to this Agreement.

34. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the **State of Texas, United States of America**, without regard to its conflict of law principles.

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.