Independent Call Auditors Terms of Service

Effective Date: May 7, 2026

These Terms of Service ("Terms") govern your access to and use of the Independent Call Auditors website (www.callauditors.com), platform, and services (collectively, the "Service") operated by Independent Call Auditors ("Company," "we," "us," or "our"). By accessing or using the Service, or by clicking "I Accept" or a similar button during Registration, you agree to be bound by these Terms.

If you do not agree, you must not use the Service.

1. Eligibility: You must be at least 18 years old (or the age of majority in your jurisdiction) to use the Service. By using the Service, you represent and warrant that you meet this requirement and have the legal capacity to enter into these Terms. The Service is not intended for users under 18.

2. Account Registration: To use certain features of the Service, you may need to create an account. You agree to provide accurate, current, and complete information during registration and to update it as necessary. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. Notify us immediately of any unauthorized use of your account.

3. Pay-Per-Use Billing and Payments: The Service operates on a pay-per-use model. You will be charged for each individual use of the service at a rate of $.07 per audio minute, or any portion thereof, processed by us. We will charge your credit card the amount you approve in the registration process (minimum of $20.00) upon initial registration as a non-refundable advance payment (“increment-charge”) for services, and an additional non-refundable increment-charge every time your usage exceeds the available balance from the prior increment-charge.

   Pricing: Current pricing is displayed in these Terms and Conditions and may change from time to time without notice.

   - Payment Method: You must provide a valid payment method (e.g., credit card) to use paid features. We use secure third-party processors (e.g. Stripe). You authorize us to charge your payment method for any usage fees as described herein.
   - Billing: Fees are charged immediately upon usage. No refunds are provided for partial or unused usage, except as required by law.
   - Taxes: You are responsible for all applicable taxes, duties, or governmental charges.

4. License and Usage Rights: Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Service for your personal or internal business purposes only. You may not:

    - Copy, modify, distribute, or create derivative works of the Service or its content.
    - Reverse engineer, decompile, or attempt to extract source code.
    - Use the Service for any illegal, harmful, or competitive purposes.
    - Resell, sublicense, or commercially exploit the Service without our prior written consent.

    All content generated through the Service (e.g., AI outputs) is provided "as is" for your use, with no warranties or guarantees of any kind, subject to any additional license terms we specify for that output.

5. User Content and Conduct: You are solely responsible for any content or data you upload, submit, or generate using the Service ("User Content"). By submitting User Content, you grant us a worldwide, royalty-free license to use, host, reproduce, and process it solely to provide and improve the Service.

    You agree not to use the Service to:

    - Upload or transmit illegal, harmful, infringing, defamatory, or obscene material.
    - Violate any applicable laws or third-party rights.
    - Introduce viruses, malware, or disruptive code.
    - Harass, spam, or engage in abusive behavior.

    We reserve the right to remove User Content or suspend/terminate your account for violations.

6. Intellectual Property: The Service, including its software, design, logos, and underlying technology, is owned by us or our licensors and protected by copyright, trademark, and other intellectual property laws. Nothing in these Terms grants you any ownership rights in the Service.

7. Disclaimers and Limitation of Liability: THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICE WILL BE

UNINTERRUPTED, ERROR-FREE, OR SECURE.IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, DATA, OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT YOU PAID TO US IN THE 12 MONTHS PRECEDING THE CLAIM.

8. Indemnification: You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, and agents from any claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising from your use of the Service, your User Content, or your violation of these Terms.

9. Termination: We may terminate or suspend your access to the Service at any time, with or without cause, upon notice to you. Upon termination, your right to use the Service ceases immediately. Sections that by their nature should survive termination (e.g., payment obligations, disclaimers, limitation of liability, indemnification) will survive.

10. Modifications to the Terms: We may update these Terms from time to time. We will post the revised Terms with a new effective date and notify you via email or through the Service. Your continued use after the changes constitutes acceptance of the new Terms.

11. Governing Law and Dispute Resolution: These Terms shall be governed by the laws of the State of Texas, without regard to conflict of laws principles. Any disputes arising out of these Terms shall be resolved exclusively in the state or federal courts located in Collin County, Texas. You agree to submit to the personal jurisdiction of such courts.

12. Miscellaneous
    - Entire Agreement: These Terms constitute the entire agreement between you and us.
    - Severability: If any provision is held invalid, the remainder remains in effect.
    - Waiver: No waiver of any breach shall constitute a waiver of any other breach.
    - Contact Us: For questions, contact us at legal@callauditors.com.

By clicking "I Accept" or using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms.