

Caterbots Terms of Service

Effective date: October 16, 2025

These Terms of Service ("Terms") form a legally binding agreement between the entity you represent ("Client", "you") and Caterbots ("Caterbots", "we", "us"). By creating an account, clicking to accept, or using our AI-powered order-taking and call-handling services (the "Services"), you agree to these Terms.

1) Definitions

- **Authorized Users:** Individuals you authorize to access the Services on your behalf.
- **Client Data:** Information submitted to or collected by the Services from or about you, your Authorized Users, and your End Customers (including call audio, recordings, transcripts, caller IDs, SMS/MMS, orders, and configurations).
- **Documentation:** Guides, specifications, and policies made available by Caterbots regarding the Services.

2) Services

We provide AI-driven order-taking and related telephony/messaging workflows, including integrations with supported point-of-sale (POS) and third-party platforms. We may update, improve, or modify the Services from time to time. Material changes that reduce core functionality will be communicated in advance where feasible.

3) Account and eligibility

- You must be a business entity capable of entering into contracts. You are responsible for your account security and all activities under it.
- You will ensure Authorized Users comply with these Terms. You remain responsible for their acts and omissions.

4) Subscription, fees, and taxes

- **Plan and billing:** Subscriptions are month-to-month unless otherwise stated in an order form. Fees are billed in advance and are non-refundable except as expressly provided below.
- **30-day satisfaction guarantee:** If you cancel within the first 30 days of your initial paid subscription, we will refund **Subscription Fees** (i.e., the recurring base subscription amount) paid for that initial month. This guarantee does **not** cover third-party pass-through charges (e.g., telephony carrier fees), usage/overage charges, or taxes.
- **Auto-renewal:** Your subscription renews monthly until you cancel. Cancellation is effective at the end of the current billing period.
- **Late payments:** Past-due amounts may incur interest at the lesser of 1.5% per month or the maximum permitted by law. We may suspend the Services for non-payment after reasonable notice.

- **Taxes:** Fees exclude applicable taxes, which you will pay as required by law.

5) Acceptable use

- No unlawful, harmful, or deceptive activity; no infringement, misrepresentation, or violation of privacy or publicity rights.
- Comply with telephony, recording, and marketing laws, including call recording notice requirements and Canada's Anti-Spam Legislation (CASL) for commercial electronic messages (CEMs). You are responsible for obtaining and honoring End Customer consents and opt-outs.
- No spam, autodialing for illegal purposes, or harassment. Configure Services to avoid contacting numbers on applicable do-not-call lists unless permitted by law.
- No attempt to circumvent usage limits, security, or fraud controls; no reverse engineering except to the extent allowed by applicable law.

6) Client Data and privacy

- You own all rights to Client Data. You grant Caterbots a limited, non-exclusive, worldwide, royalty-free license to host, copy, transmit, process, and display Client Data solely to provide, maintain, and improve the Services and as otherwise permitted by these Terms.
- We process End Customer data as your service provider/processor under applicable privacy laws. Our *Privacy Policy* describes how we handle information as controller and as processor.
- We may generate, use, and disclose **aggregated or de-identified data** derived from Client Data for analytics, benchmarking, and to improve the Services, provided we do not re-identify individuals.

7) Data protection and security

- We will implement administrative, technical, and physical safeguards appropriate to the sensitivity of Client Data, including encryption in transit and at rest for core data stores and access controls for personnel.
- Upon request, we will enter into a Data Processing Addendum (DPA) reflecting our processor obligations and subprocessors.
- Security incidents will be handled in accordance with applicable law, including PIPEDA's breach reporting where a real risk of significant harm is present.

8) Subprocessors and third parties

We may use subprocessors (e.g., cloud hosting, telephony, analytics, support, payment processing) to support the Services. We remain responsible for their performance. We maintain a current list of subprocessors available upon request via legal@caterbots.com.

We will provide advance notice when adding or replacing a subprocessor that may process Client Data. If you reasonably object to a new subprocessor, we will work in good faith to provide a commercially reasonable alternative; if none is available, either party may terminate the affected Services with a pro-rata refund of prepaid Subscription Fees.

9) Integrations

Integrations with third-party services (e.g., POS systems) are provided for your convenience. Your use of third-party services is governed by their terms, and Caterbots is not responsible for third-party services or their handling of data.

10) Service levels and support

We provide commercially reasonable efforts to maintain availability and support. Telephony and messaging depend on third-party carriers and networks outside our control. Planned maintenance will be communicated when feasible.

11) Intellectual property

- Except for the limited rights expressly granted, Caterbots and its licensors own all rights, title, and interest in and to the Services and Documentation, including any improvements, derivatives, or feedback.
- You grant Caterbots a non-exclusive, royalty-free license to use feedback for any purpose.

12) Publicity

We may use your name and logo for customer lists and marketing with your prior consent. You may revoke consent at any time by written notice.

13) Term, termination, and suspension

- These Terms begin when you first accept and continue until terminated. You may cancel at any time, with access continuing until the end of the current billing period.
- Either party may terminate for material breach if not cured within 30 days of written notice.
- We may suspend the Services immediately for security reasons, unlawful activity, or non-payment after reasonable notice.
- **Data export and deletion:** Upon termination, we will make Client Data export tools available for 30 days. We will delete or de-identify Client Data within 30 days after the export window ends, subject to legal holds. Backup copies are purged within 90 days thereafter.

14) Warranties and disclaimers

- Each party warrants it has the authority to enter into these Terms. You warrant your use will comply with law and you have all rights and consents necessary to submit and direct processing of Client Data.
- THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT ERROR-FREE OR UNINTERRUPTED OPERATION OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS.

15) Limitation of liability

- TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR DATA, EVEN IF ADVISED OF THE POSSIBILITY AND EVEN IF A REMEDY FAILS ITS ESSENTIAL PURPOSE.
- EXCEPT FOR (A) YOUR PAYMENT OBLIGATIONS, (B) YOUR BREACH OF SECTION 5 (ACCEPTABLE USE), OR (C) YOUR INDEMNIFICATION OBLIGATIONS, EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS SHALL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY YOU TO CATERBOTS FOR THE SERVICES IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

16) Indemnification

- **By Caterbots:** We will defend and indemnify you against third-party claims alleging that the Services infringe the intellectual property rights of such third party. We have no obligation for claims arising from your misuse, modifications not made by us, or combinations with third-party products not provided by us. If an infringement claim occurs, we may modify the Services, procure a license, or terminate affected Services with a pro-rata refund of prepaid Subscription Fees.
- **By Client:** You will defend and indemnify Caterbots against third-party claims arising from your content, your unlawful use of the Services, or your violation of these Terms or applicable law, including telephony and marketing laws.

17) Governing law and venue

These Terms are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of laws principles. The parties submit to the exclusive jurisdiction of the provincial and federal courts located in Toronto, Ontario.

18) Changes to Terms and fees

We may update these Terms and our fees from time to time. Material changes will be notified in advance (e.g., via email to account holders or in-product notice). If you do not agree to the updated Terms, you may cancel before they take effect.

19) Notices

To Caterbots: `legal@caterbots.com` and 440 Ashdale Avenue, Toronto, ON, M4L2Z2

To Client: The email and address associated with your account or as otherwise notified in writing.

20) Miscellaneous

- **Order of precedence:** If there is a conflict, an executed order form or DPA prevails over these Terms, which prevail over Documentation.
- **Assignment:** Neither party may assign these Terms without the other's consent, except to an affiliate or in connection with a merger, acquisition, or sale of substantially all assets, with notice.
- **Force majeure:** Neither party is liable for delay or failure due to events beyond its reasonable control.
- **Severability and waiver:** If any provision is unenforceable, it will be modified to the minimum extent necessary to be enforceable; the remainder remains in effect. Failure to enforce is not a waiver.
- **Entire agreement:** These Terms constitute the entire agreement regarding the Services and supersede all prior or contemporaneous agreements on the same subject matter.

Note: These Terms are designed for B2B use in Ontario and incorporate your selected options on refunds, dispute resolution, subprocessors, and data handling timelines.