

Terms of Service

Last updated: July 24, 2026

PLEASE READ THESE TERMS CAREFULLY. BY CLICKING "I ACCEPT," CREATING AN ACCOUNT, OR OTHERWISE ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. THESE TERMS CONTAIN A CLASS ACTION WAIVER AND A JURY TRIAL WAIVER IN SECTION 17.

These Terms of Service (these "Terms") are an agreement between RunCRM, Inc. ("RunCRM," "we," "our," or "us") and the person or entity accessing or using the Services ("Customer," "you," or "your"), and govern your use of the RunCRM websites, platform, APIs, and related services (collectively, the "Services"). Our Privacy Policy, available at <https://www.runcrm.ai/privacy>, is incorporated into these Terms by reference.

The Services are designed for businesses. By accepting these Terms on behalf of a company or other legal entity, you represent that you have authority to bind that entity, and "Customer" refers to that entity. You may not use the Services as a consumer for personal, family, or household purposes.

1. The Services

RunCRM provides an AI-powered revenue operations platform, including AI agents that place and answer telephone calls, send text messages and emails, and perform related workflows for lead qualification, customer reactivation, and accounts-receivable collection; integrations that sync customer, invoice, and payment records with third-party CRM and accounting systems; call recording, transcription, and outcome reporting; scheduling, escalation, and team-management tools; and dashboards and reports.

We may improve, modify, or discontinue features of the Services from time to time. If we discontinue a material feature you have paid for, we will provide reasonable advance notice where practicable.

2. Accounts and Eligibility

You must be at least 18 years old and able to form a binding contract to use the Services. You agree to provide accurate, complete registration information and keep it current. You are responsible for maintaining the confidentiality of your credentials and API keys and for all activity under your account. You must notify us promptly at support@runcrm.ai of any unauthorized use of your account. We may require identity or business verification ("Know Your Customer") information before or during your use of calling and messaging features and may suspend the Services if you fail to provide it.

3. Subscriptions, Fees, and Payment

- **Plans and usage charges.** Fees for the Services consist of subscription fees for your selected plan plus usage-based charges (for example AI voice minutes and call-recording storage), as described in the Services or an applicable order form. You authorize us and our payment processor (Stripe) to charge your payment method on file for all fees when due.
- **Automatic renewal.** Subscriptions renew automatically for successive billing periods until cancelled. You may cancel at any time, effective at the end of the then-current billing period.
- **Price changes.** We may change pricing by providing notice through the Services or by email; changes take effect at your next billing period. If you do not accept a price change, your remedy is to cancel before it takes effect.
- **Taxes.** Fees are exclusive of taxes; you are responsible for all applicable taxes other than taxes on our net income.
- **Late payment.** If payment fails, we may retry your payment method, issue an invoice, and suspend the Services for continued nonpayment after notice. Undisputed amounts not paid when due may accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law, and you are responsible for reasonable costs of collection.
- **No refunds.** Except as expressly stated in these Terms or required by law, fees are non-refundable.

4. Customer Data

- **Ownership.** As between the parties, you own all data you or your End Users submit to the Services, including CRM records, contact lists, invoices, and the contents of communications ("Customer Data"). "End User" means a customer, lead, or other individual whose information you process through the Services or with whom the Services communicate on your behalf.
- **License to RunCRM.** You grant us a worldwide, non-exclusive license to host, process, transmit, display, and otherwise use Customer Data solely to provide, secure, and support the Services, to comply with law, and as otherwise permitted by these Terms.
- **De-identified data.** We may create and use aggregated or de-identified data derived from your use of the Services to operate, improve, and develop the Services, provided that such data does not identify you, your users, or any End User.
- **Your responsibilities.** You are solely responsible for the accuracy, quality, and lawfulness of Customer Data; for having all rights, consents, and legal bases required to provide it to us and to have the Services process it; and for your instructions to the Services (including agent scripts, guardrails, and calling configurations).
- **Data processing.** Where we process personal data in Customer Data on your behalf, we do so as your service provider or processor in accordance with our Privacy Policy and, where executed, a data processing addendum.

5. Communications Compliance

Your use of the Services to place calls and send messages is subject to this Section 5. YOU — NOT RUNCRM — ARE THE CALLER AND SENDER OF RECORD FOR ALL COMMUNICATIONS INITIATED THROUGH YOUR ACCOUNT, AND YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL LAWS APPLICABLE TO THOSE COMMUNICATIONS.

5.1 Regulatory framework

Applicable laws include, without limitation: the Telephone Consumer Protection Act, 47 U.S.C. § 227 ("TCPA") and FCC implementing rules at 47 C.F.R. § 64.1200; the FTC's

Telemarketing Sales Rule; the Truth in Caller ID Act; federal and state wiretapping, eavesdropping, and call-recording laws; state "mini-TCPA" telemarketing statutes; state AI-disclosure laws; the Fair Debt Collection Practices Act ("FDCPA") and Regulation F; state debt-collection statutes and licensing regimes; the CAN-SPAM Act; and CTIA messaging guidelines and carrier registration requirements.

5.2 AI-generated voice calls

The FCC has confirmed that AI-generated and synthetic voices are "artificial or prerecorded voice" under the TCPA. Accordingly, before initiating any outbound AI voice call through the Services, you must obtain the level of consent required by applicable law from each called party — prior express written consent for calls that constitute telemarketing or advertising, and prior express consent for informational or transactional calls — unless an exemption clearly applies. You must:

- configure your agents to identify the business on whose behalf the call is made at the beginning of each call, and provide a callback number;
- provide any automated, interactive opt-out mechanism required for prerecorded or artificial-voice telemarketing messages;
- disclose the use of AI-generated voice where required by applicable law, and never mislead a called party about whether they are speaking with an AI system;
- honor do-not-call and consent-revocation requests promptly (and in any event within the periods required by law), including conversational requests such as "stop calling";
- scrub calling lists against the National Do Not Call Registry and applicable state registries at least every 31 days for telemarketing campaigns, and maintain an internal suppression list;
- observe federal calling-hour limits (8:00 a.m.–9:00 p.m. at the called party's location) and any stricter state windows; and
- retain records evidencing consent (method, date, disclosure presented, and number) for at least five years or longer where required.

The Services include configurable safeguards such as quiet-hours enforcement, per-number attempt caps, and call-frequency limits. These features are tools to assist your

compliance program; they do not constitute legal advice and do not guarantee compliance.

5.3 Call recording

Call recording is optional and configured by you. If you enable recording, you are responsible for providing recording disclosures and obtaining all-party consent where required (including in all-party-consent states such as California, Florida, Illinois, Maryland, Massachusetts, Montana, Nevada, New Hampshire, Pennsylvania, Washington, Connecticut, and Delaware). The Services can announce that calls are on a recorded line; you are responsible for ensuring that configuration satisfies the laws applicable to your calls, including laws governing third-party analysis or transcription of communications.

5.4 Debt collection

If you use the Services to collect or attempt to collect debts:

- you are solely responsible for compliance with the FDCPA and Regulation F (12 C.F.R. Part 1006) to the extent you are a "debt collector," and with all state debt-collection and consumer-protection laws applicable to creditors collecting their own debts;
- you must observe applicable communication-frequency limits (including Regulation F's presumption limits on call attempts per debt per seven-day period), prohibited-time and prohibited-contact rules, and cease-communication and refusal-to-pay requests;
- you must maintain any required state collection-agency licenses or registrations; and
- you must not use the Services to harass, oppress, abuse, threaten, or deceive any person, to misrepresent the character, amount, or legal status of any debt, or to communicate with a consumer you know to be represented by counsel with respect to the debt.

5.5 Text messaging

For SMS sent through the Services, you must obtain prior express written consent for marketing messages and appropriate consent for informational messages; include your brand identification and opt-out instructions as required; recognize and honor STOP, UNSUBSCRIBE, CANCEL, END, QUIT, and similar keywords, and HELP requests; complete

any required A2P 10DLC brand and campaign registration; comply with CTIA Messaging Principles and Best Practices, including content restrictions; and observe applicable quiet hours.

5.6 Email

Commercial email sent through the Services must comply with the CAN-SPAM Act, including accurate header and subject information, identification of the message as an advertisement where required, a valid physical postal address, and a functioning unsubscribe mechanism honored within 10 business days.

5.7 Prohibited destinations

You may not use the Services to call emergency lines (including 911), hospitals or healthcare-facility emergency numbers, patient rooms, paging services, or other numbers where automated calls are prohibited. The Services are not a replacement for a telephone service and cannot be used to place emergency calls.

5.8 Caller ID

You may not transmit misleading or inaccurate caller identification information with intent to defraud, cause harm, or wrongfully obtain anything of value. You may only use originating numbers you are authorized to use.

5.9 Audit and records

We may reasonably request evidence of your consent records, DNC practices, and licensing to verify compliance with this Section, and we may suspend calling or messaging features while any suspected violation is investigated.

6. Acceptable Use

You will not, and will not permit anyone else to:

- use the Services in violation of applicable law, or to plan, facilitate, or commit fraud or any unlawful scheme;
- use the Services in any manner that is deceptive, harassing, defamatory, or invasive of privacy, or that impersonates any person or entity, including using a real person's voice or a deceptively similar voice without authorization;
- use AI agents to misrepresent that they are human where disclosure is required, or otherwise deceive any person about the nature of the communication;
- interfere with or disrupt the integrity or performance of the Services, or attempt to gain unauthorized access to the Services or related systems;
- reverse engineer, decompile, or otherwise attempt to derive the source code, models, or non-public APIs of the Services, except to the extent this restriction is prohibited by law;
- scrape or extract data from the Services by automated means, or use the Services to build or benchmark a competing product;
- resell, sublicense, or provide the Services to third parties as a standalone service without our written agreement;
- share API keys or credentials with unauthorized third parties; or
- upload malicious code or use the Services to transmit it.

7. Prohibited Data

You will not submit to the Services: (a) protected health information subject to HIPAA, unless we have executed a business associate agreement with you; (b) cardholder data subject to PCI DSS (payment collection through the Services occurs via links to your own payment systems); (c) Social Security numbers or government-issued identification numbers; (d) biometric identifiers or biometric information; (e) personal information of children under 16; or (f) any data subject to heightened regulation that we have not expressly agreed in writing to process. If you work in a regulated industry (for example medical collections), you are responsible for ensuring your configuration and data flows comply with the laws governing your industry before submitting such data.

8. AI Features and Output

The Services use artificial intelligence, including large language models and speech synthesis, to conduct conversations and generate transcripts, summaries, and structured outcomes ("Output"). You acknowledge that: (a) Output is generated by automated systems and may contain errors, omissions, or inaccuracies, including inaccurate transcriptions and mischaracterized call outcomes; (b) you are responsible for reviewing Output before relying on it, including before taking any action against an End User account; (c) Output may be similar to output generated for other customers; and (d) the Services and Output do not constitute legal, financial, accounting, or professional advice. Between the parties and to the extent permitted by law, Output generated for you from your Customer Data is your Customer Data.

9. Third-Party Services

The Services interoperate with third-party products, including CRM and accounting platforms you connect (for example Salesforce, HubSpot, QuickBooks, Zoho), telecommunications providers, and payment processors. Your use of third-party products is governed by your agreements with those providers, and we are not responsible for third-party products, their availability, or their handling of data once transferred at your direction. You represent that you are authorized to connect each integration and to direct the exchange of data between it and the Services.

10. Intellectual Property

We and our licensors own all right, title, and interest in and to the Services, including all software, models, interfaces, documentation, trademarks, and all improvements and derivative works, excluding Customer Data. Subject to these Terms and payment of applicable fees, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for your internal business purposes during the term. If you provide feedback or suggestions, you grant us a perpetual, irrevocable, worldwide, royalty-free license to use it without restriction or obligation to you. We may identify you as a customer, including by using your name and logo in customer lists and marketing materials; you may revoke this permission at any time by written notice to legal@runcrm.ai.

11. Confidentiality

Each party may access non-public information of the other that is designated confidential or that reasonably should be understood to be confidential ("Confidential Information"). The receiving party will use Confidential Information only to perform under these Terms, protect it with at least reasonable care, and not disclose it except to personnel and advisors bound by comparable obligations, or as required by law with reasonable advance notice where permitted. Confidential Information does not include information that is or becomes public without breach, was known before disclosure, is independently developed, or is rightfully received from a third party.

12. Suspension

We may suspend or restrict your access to the Services, or particular calling and messaging features, immediately and without prior notice if we reasonably believe: (a) your use violates Section 5, 6, or 7 or creates a risk of harm to any person, to the Services, or to our telecommunications relationships; (b) your account is compromised; (c) suspension is required by law, a carrier, or a service provider; or (d) undisputed fees are overdue after notice. We will restore access when the underlying issue is resolved.

13. Term and Termination

These Terms apply from your first acceptance until your account is terminated. You may terminate by cancelling your subscription and closing your account. We may terminate these Terms or your account: (a) for material breach that remains uncured 30 days after notice (or immediately for breach of Sections 5, 6, or 7); (b) immediately if required by law; or (c) upon 30 days' notice if we discontinue the Services. Upon termination, your license ends and outstanding fees become due. For 30 days following termination (except termination for your breach), we will make Customer Data available for export in a commonly used format upon request, after which we will delete Customer Data in the ordinary course, subject to legal retention requirements. Sections that by their nature should survive termination (including Sections 4 (license to de-identified data), 5.9, 10, 11, and 14 through 19) survive.

14. Warranty Disclaimer

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, THE SERVICES AND ALL OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, RUNCRM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. RUNCRM DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, THAT OUTPUT WILL BE ACCURATE OR RELIABLE, OR THAT USE OF THE SERVICES WILL SATISFY ANY LEGAL OR REGULATORY REQUIREMENT APPLICABLE TO YOUR BUSINESS. NO ADVICE OR INFORMATION OBTAINED FROM RUNCRM OR THROUGH THE SERVICES CREATES ANY WARRANTY NOT EXPRESSLY STATED HEREIN. THE SERVICES ARE NOT DESIGNED FOR USE IN EMERGENCY, MEDICAL, SAFETY-CRITICAL, OR SIMILAR HIGH-RISK ENVIRONMENTS, AND RUNCRM DISCLAIMS ALL LIABILITY FOR SUCH USE. BETA, TRIAL, AND EVALUATION FEATURES ARE PROVIDED WITHOUT WARRANTY OR INDEMNITY OF ANY KIND.

15. Indemnification

By you. You will defend, indemnify, and hold harmless RunCRM and its officers, directors, employees, and agents from and against any claims, damages, liabilities, penalties, fines, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Customer Data; (b) your use of the Services in violation of these Terms or applicable law; (c) your communications with End Users, including any claim under the TCPA, the Telemarketing Sales Rule, the FDCPA or Regulation F, state telemarketing, debt-collection, call-recording, wiretapping, or AI-disclosure laws, or similar laws; and (d) any dispute between you and an End User.

By RunCRM. We will defend you against any third-party claim alleging that the Services, as provided by us and used in accordance with these Terms, infringe that party's intellectual property rights, and we will pay damages finally awarded or settlement amounts we agree to. We have no obligation to the extent a claim arises from modifications not made by us, combination with items not provided by us, use in breach of these Terms, or use of an outdated version where a current version would have avoided the claim. If the Services are enjoined or likely to be, we may procure the right for you to

continue using them, modify them to be non-infringing, or terminate the affected Services and refund prepaid, unused fees. This paragraph states your exclusive remedy and our entire liability for third-party intellectual property claims.

The indemnifying party's obligations are conditioned on prompt notice of the claim, sole control of the defense and settlement by the indemnifying party (provided any settlement releases the indemnified party unconditionally), and reasonable cooperation.

16. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS, REVENUE, GOODWILL, OR DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO RUNCRM IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY, OR ONE HUNDRED DOLLARS (\$100) IF CUSTOMER IS USING THE SERVICES UNDER A FREE PLAN OR TRIAL. THE FOREGOING LIMITS DO NOT APPLY TO CUSTOMER'S INDEMNIFICATION OBLIGATIONS, CUSTOMER'S BREACH OF SECTIONS 5, 6, OR 7, EITHER PARTY'S INFRINGEMENT OF THE OTHER'S INTELLECTUAL PROPERTY, OR CUSTOMER'S PAYMENT OBLIGATIONS. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

17. Dispute Resolution; Governing Law

- **Informal resolution.** Before filing a claim, you must first email legal@runcrm.ai a written description of the dispute, and the parties will attempt in good faith to resolve it within 60 days.
- **Governing law.** These Terms are governed by the laws of the State of Delaware, without regard to conflict-of-laws principles.
- **Venue.** The state and federal courts located in Delaware have exclusive jurisdiction over any dispute arising out of or relating to these Terms, and each party consents to personal jurisdiction and venue in those courts.

- **CLASS ACTION WAIVER.** EACH PARTY AGREES THAT ANY PROCEEDING WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION.
- **JURY TRIAL WAIVER.** EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY.

18. Modifications to These Terms

We may update these Terms from time to time. We will post the updated Terms at <https://www.runcrm.ai/terms> with a revised "Last updated" date and, for material changes, provide notice through the Services or by email. Changes take effect upon posting unless a later date is stated, and your continued use of the Services after the effective date constitutes acceptance. If you do not agree to updated Terms, you must stop using the Services and may cancel your subscription.

19. General

- **Export control and sanctions.** You represent that you are not located in, or a national of, any country or region subject to U.S. government embargo, and that you are not on any U.S. government restricted-party list. You will not use or permit use of the Services in violation of U.S. export control or sanctions laws.
- **Assignment.** You may not assign these Terms without our prior written consent; we may assign these Terms in connection with a merger, acquisition, or sale of assets. These Terms bind and benefit permitted successors and assigns.
- **Force majeure.** Neither party is liable for delay or failure to perform (other than payment obligations) due to causes beyond its reasonable control, including carrier or network failures, acts of God, labor disputes, governmental action, and internet disturbances.
- **Notices.** We may provide notices through the Services, to your account email, or by posting to our website. Legal notices to RunCRM must be sent to legal@runcrm.ai.
- **Severability; waiver.** If any provision is unenforceable, it will be limited or severed to the minimum extent necessary, and the remainder will remain in effect. A failure to enforce a provision is not a waiver.

- **Order of precedence.** If you and RunCRM execute an order form or negotiated agreement that conflicts with these Terms, that document controls to the extent of the conflict.
- **Entire agreement.** These Terms, together with the Privacy Policy and any executed order forms or addenda, are the entire agreement between the parties regarding the Services and supersede all prior agreements on that subject.

20. Contact

RunCRM, Inc. Legal: legal@runcrm.ai Support: support@runcrm.ai Website: <https://www.runcrm.ai>