

Terms of Service

Last updated: November 18th of 2025.

These Terms of Service (“**Terms**”) govern your access to, and use of the services provided by [**Octtopus LLC**] (“**Octtopus**,” “**we**,” “**us**,” or “**our**”). By accessing our website, booking a demo, or using any of our AI automation solutions, you agree to be bound by these Terms.

If you do not agree to these Terms, you must not use our services.

1. Who We Are

Octtopus provides AI-powered automation solutions to businesses, primarily real estate agencies and law firms, including:

- Voice AI agents that handle inbound and outbound calls and schedule appointments.
- Chat AI agents that respond across WhatsApp, SMS, web chat, Facebook, and Instagram.
- Automation suites combining voice + chat, CRM workflows, analytics, and follow-up systems.

We operate in **Miami, Florida**, and our services are intended exclusively for business use.

2. Scope of Services

Octtopus may provide some or all of the following:

- AI voice agents
- AI chat agents
- Lead qualification flows
- Automated scheduling and rescheduling
- CRM integrations
- Custom prompts and business logic
- Analytics dashboards and performance reporting

The precise scope and pricing are defined in your **Service Agreement**, proposal, or order form. If any conflict exists between these Terms and a signed Service Agreement, the Service Agreement prevails.

3. Business Use and Eligibility

By using our services, you confirm that:

- You represent a business entity, not a private consumer.
- You have authority to bind your organization.
- You will use the services in compliance with all applicable laws, including telemarketing, communications, privacy, and industry-specific regulations.

You are solely responsible for compliance in your jurisdiction and that of your customers.

4. Client Responsibilities

To provide services, you may need to supply:

- CRM access credentials or API keys
- Phone numbers or messaging channels
- Lead lists and customer contact information
- Business rules, qualification criteria, and scripts

You agree that:

- You have legal rights to use and provide all data you supply.
- You will obtain required consents from leads and customers.
- You will not use the services for spam, harassment, fraud, or unlawful activity.

We may suspend or terminate service if necessary to prevent risk, abuse, or legal exposure.

5. Fees, Payments, and Refunds

Payment models (setup fees, monthly retainers, or project fees) are defined in the Service Agreement.

Unless expressly provided in a signed Service Agreement:

- Fees are non-refundable.
 - Late or missed payments may result in service suspension.
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6. Data, Privacy, and Security

6.1 Data Processed

We may process:

- Call data and optional recordings
- Message content and transcripts
- Lead/customer information
- System logs and analytics

6.2 Use and Retention

We use data to deliver and improve services, integrate with your CRM, and maintain system reliability.

We may retain certain operational data consistent with internal retention practices unless the Service Agreement specifies otherwise.

6.3 Third-Party Providers

We may use third-party infrastructure (e.g., cloud hosting, telephony, AI platforms) to operate services.

We do not sell or share stored data with third parties for marketing or independent purposes.

6.4 Client Obligations

You are responsible for ensuring:

- Compliance with laws governing your data collection.
 - Valid notices and consents from your leads/customers.
 - Lawful use of AI flows and messaging.
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7. Intellectual Property

7.1 Our IP

We retain full rights to:

- Core platform components
- Templates, prompts, flows, and tools
- Brand elements and all related intellectual property

You receive a limited license to use our services for internal business purposes.

7.2 Your Content

You retain ownership of:

- Brand assets
- Custom scripts and content you provide
- Customer/lead data

You grant us the rights necessary to process this data to deliver services.

7.3 Re-Use of Know-How

Octopus may reuse non-client-specific insights, structures, and general know-how learned during implementation, without disclosing your confidential information.

8. Third-Party Services and Integrations

Our services may rely on third-party tools (CRMs, telephony, messaging channels, AI models). These third parties have their own terms and privacy policies.

We are not responsible for:

- Their uptime
- Their actions or omissions
- Changes in their APIs or service availability

If such changes affect our features, we may modify or discontinue affected components without liability.

9. Limitation of Liability

To the maximum extent permitted by law:

9.1 Exclusion of Certain Damages

We are not liable for indirect, incidental, special, or consequential damages (including profits, revenue, data, or goodwill).

9.2 Aggregate Cap

Our total liability is limited to the amount paid by you to Octtopus in the **three (3) months** preceding the claim, unless your Service Agreement specifies a different limit.

10. Indemnification

You agree to indemnify and defend Octtopus against claims arising from:

- Your use of the services in violation of these Terms or applicable law
 - Your scripts, content, flows, or messaging
 - Your failure to obtain required consents
 - Disputes between you and your customers or leads
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11. Term and Termination

These Terms apply while you use our services.

We may suspend or terminate your access immediately if:

- You breach these Terms
- Your use presents security or legal risk
- Required by law or a third-party provider

Upon termination:

- Your access ends immediately
 - We may retain or delete data according to our retention policies
 - Outstanding payment obligations remain due
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12. Governing Law and Venue

These Terms are governed by the laws of the **State of Florida** and applicable U.S. federal law.

Any disputes must be resolved exclusively in the state or federal courts located in **Miami-Dade County, Florida**.

13. Changes to These Terms

We may update these Terms periodically. Continued use of the services after changes are posted constitutes acceptance.