

Bland AI Terms of Service

1. **Definitions.** "Bland AI" refers to Bland Inc. and its directors, officers, employees, agents, and affiliates. "You" or "Your" refers to any user of the Service (as defined below).

2. **Description of Service.** Bland AI provides an artificial intelligence phone calling system and related services (collectively, the "Service"). Your use of the Service is governed by these Terms of Service ("Terms").

3. **Acceptance of Terms.** By using the Service, you agree to be bound by these Terms. If you do not agree to all of the Terms, you may not access or use the Service. These Terms expressly supersede and replace any prior agreements or understandings, written or oral, relating to the Service.

4. **Modification of Terms.** Bland AI reserves the right, at its sole discretion, to modify these Terms, including the Privacy Policy and other policies incorporated herein, at any time and without prior notice. Your continued use of the Service after any such changes constitutes your binding acceptance of the new Terms.

5. **Eligibility.** You represent and warrant that you are at least 18 years of age. If you are under 18 years of age, you may not use the Service.

6. **Prohibited Uses.** You agree not to use the Service for any unlawful purpose or in any way that violates local, state, national, or international laws. You are solely responsible for ensuring that your use of the Service complies with all applicable laws and regulations. Prohibited uses include but are not limited to:

- Criminal activities
- Malicious, fraudulent, or illegal purposes
- Infringement of Bland AI or third party intellectual property rights
- Defamatory, harassing, abusive, or threatening use
- Distribution of unauthorized spam
- Transmission of viruses, malware, or other destructive code
- Gathering or transmitting personal information without consent
- Interference with service functionality or security features

7. ****User Content.**** You are solely responsible for any content you contribute, post, or transmit via the Service ("User Content"). You guarantee that your User Content complies with the Acceptable Use Policy (see below). Bland AI does not claim ownership of User Content. However, by submitting User Content, you automatically grant Bland AI a perpetual, worldwide, non-exclusive, royalty-free, irrevocable license to use, store, reproduce, modify, create derivative works, publish, distribute and sublicense your User Content in connection with operating and providing the Service.

8. **Acceptable Use Policy.** You agree not to upload, post, host, or transmit any User Content that:

- Is unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, contains pornography, or racially, ethnically or otherwise objectionable
- Encourages criminal conduct or provides instructional information about illegal activities

- Infringes any third party's intellectual property or publicity rights
- Constitutes unauthorized spam or bulk communications
- Contains software viruses or malware designed to interrupt, destroy, or limit Service functionality
- Burdens infrastructure in a way that negatively impacts Service performance, including "denial of service" attacks
- Attempts to gain unauthorized access to other accounts, computer systems, or networks connected to the Service
- Uses automated means to access the Service that are not permitted by Bland AI
- Collects information about Service users without obtaining consent
- Impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity

Bland AI has sole discretion to determine whether User Content violates this Acceptable Use Policy. Bland AI may at any time remove User Content that violates this policy. Repeated violations may lead to account termination.

9. User Account. To access certain features, you may be required to register and create a user account. When you register, you agree to: (a) provide accurate, current and complete account information, (b) maintain and promptly update your information, (c) maintain the confidentiality of your login credentials, and (d) be fully responsible for all use of your account and for any actions that take place through your account, whether or not authorized by you. You may not select an inappropriate username that violates this Agreement or impersonates someone else.

10. Privacy Policy. Our Privacy Policy is incorporated into these Terms by reference. Please read the full Privacy Policy at [URL] before using the Service. The Privacy Policy governs our collection and use of your information.

11. Ownership; Proprietary Rights. The Service is owned and operated by Bland AI. The visual interfaces, graphics, design, systems, methods, information, computer code, software, services, "look and feel", organization, compilation of the content, code, data, and all other elements of the Service (collectively, "Materials") are owned by Bland AI and are protected by United States copyright, trade dress, patent, and trademark laws, international laws and conventions, and all other relevant intellectual property and proprietary rights. All Materials are the copyrighted property of Bland AI or its subsidiaries or affiliates under the laws of the United States and other countries. Bland AI reserves all rights not expressly granted in these Terms.

12. Feedback. If you provide Bland AI with any feedback, suggestions, improvements, enhancements, and/or feature requests relating to the Service ("Feedback"), you hereby assign to Bland AI all right, title, and interest in that Feedback, including all intellectual property rights. Bland AI may use and share any Feedback without restriction or compensation to you.

13. Indemnification. You agree to fully indemnify, defend, and hold harmless Bland AI from and against any and all claims, damages, liabilities, losses, investigations, inquiries, costs, and expenses (including attorneys' fees and court costs) that arise out of or result from (i) your use or misuse of the Service, (ii) your violation of these Terms, and (iii) your violation of any rights of another. Bland AI reserves the right,

at your expense, to assume exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate in that defense. You agree that the provisions in this paragraph will survive any termination of your account or the Service.

14. Disclaimers. THE SERVICE AND MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, BLAND AI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. BLAND AI DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR MATERIALS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE.

15. Limitation of Liability. BLAND AI SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THE ACCESS OR USE OF THE SERVICE OR MATERIALS. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICE OR MATERIALS IS TO STOP USING THE SERVICE. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY OF BLAND AI FOR ALL DAMAGES, LOSSES, AND CLAIMS, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL BE ONE HUNDRED DOLLARS (\$100). Some jurisdictions do not allow certain limitations of liability, so some of the above limitations may not apply to you. In such jurisdictions, Bland AI's liability is limited to the greatest extent permitted by law.

16. Termination. Bland AI may terminate your access and use of the Service, at any time and for any reason. Bland AI may suspend or terminate your account if you violate these Terms, abuse the Service, use the Service in a way not intended, commit fraud, or violate any applicable law. If your access is terminated, your account will be deactivated and you may no longer be able to access your account or any files or other content contained in the account, and Bland AI will have no liability to you.

17. Governing Law. These Terms are governed by the laws of the State of California without regard to conflict of law principles. You agree that any dispute arising from or relating to the subject matter of these Terms shall be governed by the exclusive jurisdiction and venue of the state and Federal courts located in San Francisco County, California.

18. Modification. Bland AI reserves the right, at its discretion, to change these Terms at any time. Your continued use of the Service after any changes constitutes your acceptance of the new Terms. If any change is unacceptable to you, your sole remedy is to cease using the Service.

19. Miscellaneous. If any provision of these Terms is found unenforceable, it shall be severed without affecting enforceability of the remaining provisions. These Terms do not create any agency, partnership, joint venture, or employment relationship between you and Bland AI. No person or entity not a party to these Terms is an intended third party beneficiary, and no provision hereunder confers any right or benefit to such third party. Bland AI may assign its rights and obligations under these Terms.

20. **Entire Agreement.** These Terms constitute the entire agreement between you and Bland AI with respect to the Service.

ADDITIONAL TERMS:

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5. **Eligibility.** You represent and warrant that you are at least 18 years of age. If you are under 18 years of age, you may not use the Service.
6. **Compliance with Laws.** You agree to comply with all applicable laws and regulations when using the Service, including Federal Communications Commission regulations regarding telemarketing calls, autodialed calls, prerecorded calls, and unsolicited advertisements. You will not use the Service for any unlawful purpose, including violating federal and state telemarketing laws.
7. **Prohibited Uses.** You may not use the Service to make any calls to emergency telephone lines, public safety answering points, health care facilities, or any service for which the called party is charged for the call. You may not use the Service to engage in spamming or other abusive calling practices. Bland AI reserves the right to limit calling frequency to prevent unlawful calling activity.
8. **Limitations on Use.** You may only use the Service to make calls to persons who have provided prior express consent to be called or with whom you have an established business relationship, as defined under applicable law. Bland AI reserves the right to request evidence of such consent or business relationship.
9. **Caller ID.** You must properly identify yourself on outbound calls by transmitting accurate Caller ID information for all calls. You may not block Caller ID information, use an anonymous phone number, or misrepresent the originating phone number or identity of the caller.
10. **Indemnification.** You agree to fully indemnify, defend, and hold harmless Bland AI from and against any and all fines, claims, damages, liabilities, losses, investigations, inquiries, costs, and expenses (including attorneys' fees and court costs) that arise out of or result from any allegation that your use of the Service violates applicable federal and state laws regarding telemarketing, robocalls, and telephone solicitation.

11. Cooperation. Bland AI reserves the right to cooperate with any law enforcement authorities or regulators regarding any suspected illegal, fraudulent, or improper use of the Service. This may include disclosing information about your use of the Service and account.
12. Service Suspension. Bland AI reserves the right to immediately suspend or terminate your use of the Service if it determines that your calling activities do not comply with applicable laws or these Terms.
13. Changes to Compliance Requirements. Bland AI reserves the right to modify the Service to comply with any changes in applicable laws or regulations regarding calling practices, spam, and telemarketing. Your continued use of the Service after any such changes constitutes your acceptance. If any change is unacceptable, you must immediately cease using the Service.