

# CrateR

## TERMS OF SERVICE

Effective Date: April 17, 2026

Website: [crater-solutions.com](https://crater-solutions.com)

Contact: [support@crater-solutions.com](mailto:support@crater-solutions.com)

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### 1. Agreement to Terms

These Terms of Service ("Terms") constitute a legally binding agreement between you ("Client") and CrateR ("Company," "we," "us," or "our"), governing your access to and use of our services, including but not limited to AI receptionist and voice AI systems, AI chatbots, CRM automation via GoHighLevel (GHL), lead generation, and done-for-you marketing services (collectively, the "Services").

By signing a service agreement, submitting a payment, or otherwise engaging our Services, you confirm that you have read, understood, and agree to be bound by these Terms. If you do not agree, do not use our Services.

### 2. Services Provided

CrateR provides the following Services to business clients throughout the United States:

- AI Receptionist and Voice AI — Automated inbound/outbound call handling powered by artificial intelligence
- AI Chatbots — Conversational AI systems deployed on websites, landing pages, or messaging platforms
- CRM Automation via GoHighLevel (GHL) — Automated workflows, pipelines, follow-up sequences, and contact management
- Lead Generation — Targeted outreach campaigns, ad management, and lead capture systems
- Done-For-You (DFY) Marketing — Full-service marketing execution including content, campaigns, and automation

The specific Services to be provided, pricing, and deliverables will be outlined in a separate Service Agreement or Statement of Work (SOW) between CrateR and the Client.

## **3. Billing and Payment**

### **3.1 Billing Structure**

CrateR offers both month-to-month and annual service agreements. The applicable billing structure will be specified in your Service Agreement.

### **3.2 Payment Methods**

Payments are processed via Stripe. Accepted payment methods include credit card and debit card on file. By providing payment information, you authorize CrateR to charge the applicable fees on the agreed billing schedule.

### **3.3 Payment Terms**

All fees are due in advance of the service period unless otherwise specified. CrateR reserves the right to suspend or terminate services if payment is not received by the due date. Late payments may be subject to a late fee of 1.5% per month or the maximum allowed by law, whichever is less.

### **3.4 Price Changes**

CrateR reserves the right to modify pricing with at least thirty (30) days written notice. Continued use of Services after the effective date of a price change constitutes your acceptance of the new pricing.

## **4. Cancellation and Refund Policy**

### **4.1 Cancellation Notice**

Either party may cancel a month-to-month agreement by providing written notice at least twenty-four (24) hours before the Client's next monthly billing date. Cancellations received after this window will take effect at the conclusion of the following billing cycle.

Annual agreements may be cancelled with thirty (30) days written notice. Early termination of an annual agreement may be subject to an early termination fee as specified in the Service Agreement.

### **4.2 Refund Policy**

CrateR offers a thirty (30) day money-back guarantee for new clients. If you are not satisfied with our Services within the first thirty (30) days of your initial service start date, you may request a full refund by contacting us at [support@crater-solutions.com](mailto:support@crater-solutions.com).

After the thirty (30) day period, all fees are non-refundable. Partial month refunds are not provided upon cancellation. Setup fees, onboarding fees, and any third-party costs incurred on behalf of the Client are non-refundable at any time.

### 4.3 How to Cancel

To cancel your Services, send written notice to [support@crater-solutions.com](mailto:support@crater-solutions.com) with your business name, the services to be cancelled, and the requested cancellation date. CrateR will confirm receipt within two (2) business days.

## 5. Client Responsibilities

By using CrateR's Services, you agree to:

- Provide accurate, complete, and up-to-date business and contact information
- Obtain all necessary consents, licenses, and permissions required to use the Services, including consumer consent for AI-driven communications
- Comply with all applicable federal, state, and local laws and regulations
- Cooperate with CrateR's reasonable requests for information, access, and approvals needed to deliver the Services
- Not use the Services for any unlawful, deceptive, or fraudulent purpose
- Not resell, sublicense, or otherwise transfer access to the Services to third parties without prior written consent from CrateR

## 6. TCPA Compliance

CrateR deploys AI voice, SMS, and automated messaging systems on behalf of its clients. THE CLIENT IS SOLELY RESPONSIBLE for ensuring compliance with the Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227, and all applicable state telemarketing laws before CrateR deploys any automated calling, texting, or messaging system on the Client's behalf.

Specifically, Client represents and warrants that:

- All individuals contacted via CrateR's AI systems have provided prior express written consent as required by the TCPA
- Client maintains records of such consents and will provide them to CrateR upon request
- Client's contact lists and outreach practices comply with the National Do Not Call Registry and all applicable state do-not-call regulations
- Client will immediately notify CrateR of any consumer opt-out requests or complaints

CrateR is not responsible for any TCPA violations, fines, penalties, or claims arising from Client's failure to obtain proper consumer consent. Client agrees to indemnify and hold CrateR harmless from any claims, damages, or expenses arising from Client's TCPA non-compliance.

## **7. Intellectual Property**

### **7.1 CrateR Property**

All systems, automation workflows, templates, scripts, software, and methodologies developed by CrateR remain the sole intellectual property of CrateR. The Client is granted a limited, non-exclusive, non-transferable license to use such materials solely for their own business purposes during the term of the Service Agreement.

### **7.2 Client Property**

CrateR does not claim ownership over any content, data, branding, or materials provided by the Client. Client grants CrateR a limited license to use such materials solely to perform the Services.

## **8. Confidentiality**

Both parties agree to keep confidential any proprietary or sensitive information disclosed in connection with the Services. CrateR will not disclose Client's business data, customer information, or trade secrets to third parties without prior written consent, except as required by law or as necessary to deliver the Services using authorized third-party platforms (e.g., GoHighLevel, Stripe, Twilio).

## **9. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CRATER'S TOTAL LIABILITY TO CLIENT FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO CRATER IN THE THREE (3) MONTHS PRECEDING THE CLAIM.

CRATER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, OR BUSINESS INTERRUPTION, EVEN IF CRATER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **10. Disclaimer of Warranties**

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. CRATER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS. CRATER MAKES NO GUARANTEES REGARDING SPECIFIC BUSINESS RESULTS, LEAD VOLUMES, REVENUE OUTCOMES, OR PERFORMANCE METRICS UNLESS EXPRESSLY STATED IN A WRITTEN SERVICE AGREEMENT.

## **11. Indemnification**

Client agrees to defend, indemnify, and hold harmless CrateR, its owners, employees, contractors, and affiliates from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with: (a) Client's use of the Services; (b) Client's violation of these Terms; (c) Client's violation of any applicable law or regulation; or (d) Client's TCPA non-compliance as described in Section 6.

## **12. Dispute Resolution**

Any dispute, claim, or controversy arising out of or relating to these Terms or the Services shall be resolved exclusively through binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. Arbitration shall take place in Cuyahoga County, Ohio. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

Both parties waive any right to a jury trial or to participate in a class action lawsuit. Nothing in this section prevents either party from seeking emergency injunctive relief in a court of competent jurisdiction.

These Terms shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law provisions.

## **13. Termination**

CrateR reserves the right to suspend or terminate Services immediately, without prior notice, if Client: (a) breaches any material provision of these Terms; (b) fails to make timely payment; (c) engages in fraudulent, abusive, or illegal activity; or (d) uses the Services in a manner that harms CrateR or third parties.

Upon termination, Client's license to use any CrateR-developed materials immediately ceases. Any outstanding fees remain due and payable.

## **14. Modifications to Terms**

CrateR reserves the right to update or modify these Terms at any time. We will provide at least thirty (30) days notice of material changes via email to the address on file. Continued use of the Services after the effective date of updated Terms constitutes your acceptance of the changes.

## 15. Miscellaneous

- Entire Agreement: These Terms, together with any applicable Service Agreement or SOW, constitute the entire agreement between the parties regarding the Services and supersede all prior understandings.
- Severability: If any provision of these Terms is found to be unenforceable, the remaining provisions will remain in full force and effect.
- Waiver: Failure by CraterR to enforce any provision of these Terms shall not constitute a waiver of that provision.
- No Partnership: Nothing in these Terms creates a partnership, joint venture, or employment relationship between the parties.

## 16. Contact Information

For questions about these Terms, please contact us:

### **CraterR**

[YOUR BUSINESS ADDRESS], Cleveland, Ohio

Email: [support@crater-solutions.com](mailto:support@crater-solutions.com)

Website: [crater-solutions.com](http://crater-solutions.com)

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This document was last updated on April 17, 2026.