

# AUTHENTIC JOURNEY

17635966 Canada Inc.

## TERMS OF SERVICE

Authentic Journey AI Receptionist Platform

Effective: February 9, 2026 | Version 3.6 | Revised: May 2026 | PIPEDA Compliant

### 1. Acceptance of Terms

By accessing or using the Authentic Journey website (<https://authentic-journey.com>) or services, you agree to be bound by these Terms of Service. If you do not agree, do not use our website or services. Authentic Journey is operated by 17635966 Canada Inc., a corporation incorporated under the laws of Ontario, Canada.

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### 2. Description of Services

Authentic Journey provides AI-powered receptionist and call management services to small and medium-sized businesses. Our Services are administrative tools only and do not constitute professional advice. Services include: voice AI agents answering inbound phone calls 24/7; lead qualification and appointment scheduling; call recording and transcription; integration with client websites and knowledge bases; call routing and forwarding; and SMS communications as described in Section 7.

IMPORTANT: Message taking, call recording, and call transcription are three distinct features. Message taking is the AI collecting caller details and delivering a written summary to you by email after every call. Call recording is the saved audio file of the full conversation. Call transcription is the word-for-word written text of the full conversation. Each serves a different purpose.

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### 3. Eligibility

You must be at least 18 years of age, a business entity or individual authorized to enter into binding contracts, and not prohibited from receiving our Services under applicable laws. Our SMS programme is available to individuals aged 18 and over only.

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### 4. Account Registration

#### 4.1 Account Creation.

Provide accurate, current, and complete business information including business name, legal entity, contact information, business address, and payment information.

#### 4.2 Account Security.

You are responsible for maintaining confidentiality of your account credentials and notifying us immediately of any unauthorized use.

#### 4.3 Account Termination.

We reserve the right to suspend or terminate your account if you violate these Terms, provide false information, use our Services illegally, or fail to pay fees when due.

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### 5. Fees and Payment

## 5.1 Pricing

Current pricing is as follows:

| Tier                | Setup         | Monthly         | Annual            | What You Get   |
|---------------------|---------------|-----------------|-------------------|--|
| <b>Solo Agent</b>   | <b>\$99</b>   | <b>\$149/mo</b> | <b>\$1,788/yr</b> | 1 dedicated line. 24/7 AI call answering, message taking, call recording and transcription. PIPEDA-compliant. 14-day guarantee on first monthly fee.               |
| <b>Professional</b> | <b>\$149</b>  | <b>\$349/mo</b> | <b>\$4,188/yr</b> | 1 line. Everything in Solo plus full lead qualification, appointment booking, calendar integration, and full pipeline management and CRM access. 14-day guarantee. |
| <b>Team</b>         | <b>\$349</b>  | <b>\$749/mo</b> | <b>\$8,988/yr</b> | Up to 3 lines. Everything in Professional. PIPEDA-compliant. No money-back guarantee.  |
| <b>Enterprise</b>   | <b>Custom</b> | <b>Custom</b>   | <b>Custom</b>     | 4+ lines or high-volume. Custom-built solution.  |

\* Setup fees are non-refundable. Usage charges (AI voice minutes, SMS, phone number rental) are billed separately at platform cost with no markup. Clients pay for actual usage only.

## 5.2 Payment Terms.

Fees billed monthly in advance or annually if annual billing is elected. All fees in Canadian Dollars (CAD). GST/HST will be added.

## 5.3 Annual Billing.

Clients may elect to pay annually at the annual rates shown above. Annual fees are due upon election.

## 5.4 Refund Policy.

(a) Setup fees are NON-REFUNDABLE. (b) 14-day money-back guarantee applies to first monthly fee for Solo and Professional monthly clients from go-live. Requests to [alistair@authentic-journey.com](mailto:alistair@authentic-journey.com) within 14 days. (c) No refunds after 14 days for monthly clients. (d) Team and Enterprise not subject to money-back guarantee. (e) Annual clients who cancel receive pro-rated refund at daily rate (monthly fee divided by 30 multiplied by unused days), subject to Section 5.5. (f) Usage charges non-refundable.

## 5.5 Annual Cancellation Fee.

Annual clients cancelling within sixty (60) days of go-live receive a full pro-rated refund with no fee. Annual clients cancelling after sixty (60) days receive a pro-rated refund less a \$99.00 CAD cancellation fee. Monthly clients are not subject to any cancellation fee.

## 5.6 Late Payment.

Late payments may result in suspension after 5 days written notice. Interest of 2% per month may be charged on overdue amounts.

## 5.7 Price Changes.

We may change pricing with 30 days advance notice. Price increases do not apply to existing subscriptions for 90 days after notice.

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## 6. Payment Default and Suspension

### 6.1 Suspension.

Upon non-payment after five (5) days written notice, Service may be suspended.

### 6.2 Consequences of Suspension.

Upon suspension: (a) dedicated phone numbers may be released after thirty (30) consecutive days of non-payment; (b) all automations and workflows will be paused; (c) access to call recordings and transcripts will be

suspended; (d) calendar and CRM integrations disabled. Service Provider not liable for business losses from suspension due to non-payment.

### **6.3 Reactivation.**

Reactivation requires payment of all outstanding balances and may be subject to a reactivation fee of up to \$99.00 CAD.

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## **7. Call Forwarding and Human Escalation**

Where technically available, our AI agents will offer live call transfer to a human representative when requested. If live transfer is unavailable or fails, the AI agent will collect caller details and flag as urgent for priority callback within one (1) business day. Clients are responsible for maintaining a functioning callback number.

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## **8. SMS Messaging Programme**

INSURANCE CLIENTS: If you are a licensed insurance professional, you must also execute the Insurance Industry Client Addendum before going live. Contact [allistair@authentic-journey.com](mailto:allistair@authentic-journey.com).

### **8.1 Overview.**

Authentic Journey operates an SMS programme to send service-related notifications and, where separately consented to, marketing communications.

### **8.2 Opt-In.**

Via verbal opt-in during a recorded call or via web form at <https://authentic-journey.com/compliant-optin-form>. Consent is voluntary and not a condition of purchase.

### **8.3 Message Types.**

Service Messages: appointment confirmations, missed call alerts, callback reminders. Marketing Messages: sent only where separate express written consent provided. Message frequency varies.

### **8.4 Opt Out.**

Reply STOP to any message for immediate removal. Reply HELP for assistance. You may also contact [allistair@authentic-journey.com](mailto:allistair@authentic-journey.com) or 1-888-218-5642.

### **8.5 Carrier Fees.**

Standard message and data rates may apply. Carrier fees may apply. These are set by your mobile carrier.

### **8.6 No Sharing.**

Your mobile number and SMS opt-in information will not be sold, rented, or shared with third parties for marketing purposes under any circumstances.

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## **9. Use of Services**

### **9.1 Permitted Use.**

You may use our Services only for lawful business purposes: answering customer inquiries, qualifying sales leads, scheduling appointments, and providing general business information.

### **9.2 Prohibited Use.**

You may NOT use our Services for: illegal activities; harmful content; spam or unsolicited marketing or CASL violations; unlicensed professional advice; hiring or candidate screening without complying with the Ontario Working for Workers Four Act, 2024; competitive intelligence; or security violations.

### **9.3 Compliance.**

You agree to comply with all applicable laws including PIPEDA, CASL, CRTC regulations, and industry-specific regulations.

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## **10. Privacy and Data Protection**

Our collection, use, and disclosure of personal information is governed by our Privacy Policy (<https://authentic-journey.com/privacy-policy>) and Data Processing Addendum, both incorporated by reference. We comply with PIPEDA; use encryption to protect data; do not sell your data; and you can request access, correction, or deletion at any time.

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## **11. AI Disclaimers**

### **11.1 AI Accuracy Disclaimer.**

AI responses are generated automatically and may occasionally contain errors, omissions, or inappropriate content. Service Provider monitors for quality but cannot guarantee 100% accuracy.

### **11.2 Specific AI Risks.**

Client acknowledges that AI receptionist systems may produce errors including but not limited to: incorrect appointment times or dates; inaccurate lead qualification assessments; incorrect call routing decisions; misunderstanding of caller intent or requests; incomplete capture of caller information; and responses that are contextually inappropriate or factually incorrect. Client is responsible for implementing appropriate human review processes for AI-generated outputs.

### **11.3 Not Professional Advice.**

The AI is not a licensed professional. It does not provide legal, medical, financial, or insurance advice. It schedules appointments and collects information only.

### **11.4 Client Responsibility for AI Review.**

Client remains solely responsible for reviewing AI-generated communications, appointment bookings, call summaries, and customer interactions for accuracy, completeness, and compliance with applicable laws and industry regulations. This obligation is especially important for regulated industries including insurance, healthcare, legal, and financial services.

### **11.5 Technology Evolution.**

Client acknowledges that AI technology is evolving and that Service Provider may update the underlying AI model with reasonable advance notice.

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## **12. Support and Availability**

### **12.1 Service Uptime.**

Service Provider commits to 99% monthly uptime as defined in the Service Level Agreement (SLA) available at <https://authentic-journey.com/sla> and incorporated herein by reference. Service credits for SLA failures are the sole remedy for SLA failures.

### **12.2 Support Hours.**

Standard business support is available Monday to Friday, 9:00 AM to 6:00 PM Eastern Time, excluding Canadian statutory holidays. Emergency P1 support (complete service outage) is available 24/7 by emailing [support@authentic-journey.com](mailto:support@authentic-journey.com) with "P1 CRITICAL" in the subject line or by calling 1-888-218-5642. Response times and priority levels are defined in the Service Level Agreement. The AI agent operates 24/7 but Service Provider's human support team operates during standard business hours only for non-emergency issues.

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## **13. Intellectual Property**

### **13.1 Service Provider IP.**

All AI technology, software, algorithms, platform materials, AI prompts, conversation scripts, workflow configurations, automation logic, funnel structures, and knowledge base architectures developed by Service Provider remain the exclusive intellectual property of Service Provider, regardless of whether developed specifically for Client's deployment. Client receives a limited, non-exclusive, non-transferable licence to use the Service during the term of this Agreement only.

### **13.2 Client Content.**

Client retains ownership of all business information, scripts, and knowledge base content provided. Client grants Service Provider a licence to use this content solely to provide the Service.

### **13.3 Call Recordings.**

Call recordings generated through the Service are owned by Client. Service Provider may use anonymized, aggregated call data for service improvement, subject to the AI Training provisions of the DPA.

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## **14. Confidentiality**

### **14.1 Mutual Confidentiality.**

Each party agrees to maintain the confidentiality of the other party's proprietary and confidential information, including: (a) Client's business information, customer data, call recordings, transcripts, and lead information; and (b) Service Provider's pricing structures, AI systems, prompts, workflow configurations, and automation logic. Neither party shall disclose the other's confidential information to any third party without prior written consent, except as required by law.

### **14.2 Survival.**

Confidentiality obligations survive termination of this Agreement for three (3) years.

### **14.3 Exceptions.**

Obligations do not apply to information that: (a) is publicly available through no breach of this Agreement; (b) was already known to the receiving party; (c) is independently developed; or (d) is required to be disclosed by law or court order.

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## **15. Independent Technology Provider**

### **15.1 No Employment or Agency Relationship.**

Authentic Journey acts solely as an independent software and automation technology provider. Nothing in this Agreement creates an employment, agency, partnership, joint venture, or representative relationship. Service Provider is not an employee, agent, call center operator, broker, or representative of Client and does not act on Client's behalf in any legal or regulatory capacity.

### **15.2 No Performance Guarantee.**

Service Provider does not guarantee labour replacement outcomes, staffing reductions, revenue increases, call conversion rates, lead generation results, or any specific business performance improvements. Authentic Journey provides software and administrative automation tools only.

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## **16. Fair Usage**

### **16.1 Acceptable Use.**

Services are subject to reasonable and commercially acceptable usage consistent with the nature of an inbound AI receptionist service. Client pays for usage-based charges at platform cost based on actual use. There are no

fixed minute caps on any plan. High volume legitimate usage that materially exceeds typical SMB inbound reception patterns may require migration to an Enterprise plan.

### **16.2 Prohibited Usage Patterns.**

Client may not use the Service for: automated bulk outbound calling campaigns; mass unsolicited marketing in violation of CASL; political, survey, or polling call campaigns; lead generation or robocalling; or any usage pattern inconsistent with legitimate inbound business reception.

### **16.3 Abuse Review.**

Unusual usage patterns suggesting automated, bulk, or campaign-based use may result in a usage review. If confirmed, Service Provider may suspend the Service immediately with written notice and require migration to an Enterprise plan or termination of the Agreement.

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## **17. Right to Refuse and Terminate**

### **17.1 Right to Decline New Clients.**

Service Provider reserves the right to decline any new service application or onboarding request at its sole discretion, without obligation to provide a reason.

### **17.2 Right to Terminate for Relationship Breakdown.**

Service Provider may terminate this Agreement with 30 days written notice if, in Service Provider's reasonable judgment, the business relationship has become unworkable, unproductive, or contrary to Service Provider's business interests, provided no breach by Client has occurred. In such cases Client will receive a pro-rated refund of any prepaid unused fees calculated at the daily rate, with no cancellation fee applied.

### **17.3 Right to Refuse Service for Abuse.**

Service Provider may immediately suspend or terminate the Service without notice if Client: (a) uses the AI agent in a manner that is abusive, harassing, or harmful to callers; (b) attempts to misrepresent the AI as a human in violation of applicable law; (c) uses the Service for purposes materially different from those represented at onboarding; or (d) engages in conduct that damages the reputation or operations of Authentic Journey.

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## **18. Limitation of Liability**

### **18.1 Disclaimer of Warranties.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, our Services are provided "AS IS" and "AS AVAILABLE" without warranties of any kind.

### **18.2 Limitation of Liability.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, Authentic Journey's total liability shall not exceed the amount you paid to us in the 12 months preceding the claim.

### **18.3 Exceptions.**

Limitations do NOT apply to: data breaches caused by gross negligence; confidentiality violations; fraud; or failure to deliver the mandatory AI identity disclosure.

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## **19. Indemnification**

You agree to indemnify and hold harmless Authentic Journey from any claims, damages, losses, or expenses (including reasonable legal fees) arising from: your use or misuse of the Services; violation of these Terms; violation of applicable laws; violation of third-party rights; content you provide; or regulatory violations from your own business practices.

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## 20. Termination

### 20.1 By You.

Cancel with 30 days written notice. You remain responsible for fees through end of current billing period. Annual clients subject to Section 5.5.

### 20.2 By Us.

We may terminate for: material breach (5 business days notice); non-payment (5 days notice); illegal or harmful use (immediate); materially false information (immediate).

### 20.3 Effect.

Access ceases immediately; data deleted within 30 days unless legally required to retain; you remain liable for all fees incurred before termination.

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## 21. Modifications to Terms

We may modify these Terms at any time. Material changes will be communicated by email and website notice with at least 30 days advance notice. Continued use after changes take effect constitutes acceptance.

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## 22. Governing Law and Dispute Resolution

### 22.1 Governing Law.

This Agreement is governed by the laws of the Province of Ontario, Canada.

### 22.2 Binding Arbitration.

Any dispute arising from or relating to this Agreement shall be resolved through binding arbitration in Durham Region, Ontario, before commencing any legal proceedings. The parties agree to attempt informal resolution by contacting [allistair@authentic-journey.com](mailto:allistair@authentic-journey.com) before initiating arbitration.

### 22.3 Class Action Waiver.

For business clients, you agree to resolve disputes on an individual basis and waive any right to participate in a class action lawsuit.

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## 23. General Provisions

### 23.1 Entire Agreement.

This Agreement, together with the Data Processing Addendum, Privacy Policy, Service Level Agreement, and any applicable industry addenda, constitutes the entire agreement between the parties.

### 23.2 Amendments.

Any amendment must be in writing and signed by both parties.

### 23.3 Severability.

If any provision is found invalid or unenforceable, it will be modified to the minimum extent necessary and remaining provisions remain in full force.

### 23.4 Force Majeure.

Neither party is liable for failure to perform due to causes beyond reasonable control, including telecommunications carrier failures, third-party platform outages (including GrowthHub365, OpenAI, or other sub-processors), natural disasters, acts of war or terrorism, government actions, widespread power outages, cyberattacks, ransomware, or DDoS attacks. Service credits for eligible outages are governed by the SLA.

### 23.5 Assignment.

Client may not assign or transfer this Agreement without Service Provider's prior written consent.

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## 24. Contact Information

### **17635966 Canada Inc. (Operating as: Authentic Journey)**

Address: 15-75 Bayly St W, #1029, Ajax, ON L1S 7K7, Canada

Phone: 1-888-218-5642

Email: [allistair@authentic-journey.com](mailto:allistair@authentic-journey.com)

Support: [support@authentic-journey.com](mailto:support@authentic-journey.com)

Website: <https://authentic-journey.com>

Privacy Policy: <https://authentic-journey.com/privacy-policy>

SMS Opt-In Form: <https://authentic-journey.com/compliant-optin-form>