

Terms of Service

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These Terms of Service (these "**Terms**") form a binding legal agreement between you (whether an individual or entity, "**you**," "**your**," "**User**," or "**Customer**") and **Porchops, Inc.**, a Delaware corporation ("**Porchops**," "**we**," "**us**," or "**our**"), governing your access to and use of porchops.com, app.porchops.com, and any related applications, APIs, MCP servers, integrations, software, content, and services we provide (collectively, the "**Service**").

By (a) accessing or using the Service, (b) clicking a button or checkbox indicating acceptance, (c) signing up for our waitlist or an account, (d) paying any fees for the Service, or (e) authorizing the Service to act on your behalf, **you agree to these Terms**. If you do not agree, do not access or use the Service.

If you are entering into these Terms on behalf of an entity, you represent and warrant that you have legal authority to bind that entity, and "you" refers to both you individually and that entity.

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1. Definitions

When capitalized in these Terms:

- **"Account"** means a registered Porchops user identity associated with one or more Workspaces.
- **"AI Output"** means any content, draft, summary, recommendation, classification, decision, or action that the Service generates using AI Systems, whether displayed for your approval or executed automatically pursuant to your configuration.
- **"AI Systems"** means the artificial intelligence systems used to power the Service, including large language models from Anthropic and other providers we may engage from time to time.
- **"Authorized Action"** means an action the Service performs at your direction, including actions performed by AI Systems acting under the policy guardrails and delegation of authority you configure (such as drafting or sending communications, modifying records in Connected Services, or initiating workflows).
- **"Connected Services"** means third-party services (such as Stripe, Gmail, HubSpot, Intercom) you authorize the Service to access on your behalf.
- **"Customer Data"** means any data, content, or information you transmit to, upload to, or generate within the Service, including data we access from Connected Services on your behalf.
- **"DPA"** means the Data Processing Addendum, available at porchops.com/legal/dpa or upon request, governing our processing of Personal Data on your behalf.
- **"End User Data"** means Personal Data about your customers, prospects, employees, or other third parties contained within Customer Data.
- **"Personal Data"** has the meaning given in the GDPR, CCPA, and equivalent applicable data protection laws, and includes "personal information" as defined under the CCPA.
- **"Playbook"** means a configurable workflow that the Service executes on your behalf, including the instructions, tools, triggers, guardrails, and prompts that govern the workflow.

- **"Service"** has the meaning given in the introduction.
- **"Workspace"** means an instance of the Service tied to a single Customer entity.

Other capitalized terms are defined where they first appear.

2. The Service

2.1 What the Service Does

Porchops provides software intended to help operators of small software businesses manage operational workflows, including but not limited to: customer relationship management, payment recovery, retention monitoring, support communication, business metrics, knowledge management, and related business operations. The Service:

- Connects to Connected Services that you authorize
- Reads, processes, and stores Customer Data within the Service
- Uses AI Systems to generate AI Outputs based on Customer Data and your configurations
- Executes Authorized Actions in Connected Services on your behalf, subject to the policy guardrails you configure
- Records audit logs of every action taken by users, AI Systems, and integrated services within the Service

2.2 Active Development

The Service is currently in active development. Features described on porchops.com or in product documentation may be in beta, unavailable in your region, or subject to change. We reserve the right to add, modify, deprecate, or remove features at any time. We will provide reasonable notice of changes that materially adversely affect your use of the Service.

2.3 Service Tiers and Beta Features

The Service is offered in multiple tiers (currently Free, Growth, Scale, Enterprise) as described at porchops.com/pricing. Beta and preview features are provided "as is" without warranty of any kind and may be disabled, modified, or removed without notice. Your use of beta features is at your own risk.

2.4 You Are Interacting With AI

In compliance with EU AI Act Article 50 and similar transparency requirements, we explicitly disclose: **the Service uses AI Systems to generate communications, drafts, recommendations, decisions, and other outputs.** When you receive output from the Service, you are receiving content generated wholly or in part by AI. When the Service sends communications on your

behalf, those communications are generated wholly or in part by AI. We design the Service to make this clear to you and, where relevant, to recipients of your AI-generated communications.

3. Eligibility

To use the Service, you must:

- Be at least 18 years old, or the age of majority in your jurisdiction (whichever is greater)
- Have legal capacity to enter into a binding agreement
- Not be located in, or a national or resident of, any country subject to U.S. embargo or designated by the U.S. government as a "terrorist supporting" country
- Not be on any U.S. government list of restricted parties (including the OFAC Specially Designated Nationals list)
- Not have been previously suspended or terminated from the Service for cause

The Service is not directed at children under 13 (or under 16 in jurisdictions where that is the applicable age of digital consent), and we do not knowingly collect Personal Data from children under those ages.

4. Account Registration and Security

4.1 Account Creation

Certain features require an Account. We use Clerk for authentication services. By creating an Account, you also agree to Clerk's terms and privacy policy. When you create an Account, you agree to:

- Provide accurate, current, and complete information
- Maintain and promptly update your information
- Maintain the security of your authentication credentials
- Accept responsibility for all activities under your Account
- Notify us immediately at security@porchops.com of any unauthorized access or security incident

4.2 Authorization and Multi-User Workspaces

You are responsible for any actions taken using your Account credentials. We are not liable for losses arising from unauthorized use of your Account that resulted from your failure to keep

credentials confidential. We strongly encourage enabling multi-factor authentication.

A Workspace may have multiple Users with different permission levels. The Customer entity that owns a Workspace is responsible for the actions of all Users in that Workspace. Workspace administrators are responsible for managing User access and permissions.

4.3 Account Suspension and Termination by Us

We may suspend or terminate any Account at our discretion, with or without notice, for:

- Violation of these Terms
 - Suspected fraudulent, illegal, or harmful activity
 - Behavior that creates risk for Porchops, other Users, third parties, or our Connected Services
 - Non-payment of fees
 - Extended Account inactivity (no login for 12 consecutive months)
 - Cessation or material change of the Service
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5. Acceptable Use

5.1 General Prohibitions

You agree not to use the Service, and not to permit anyone else to use the Service, to:

- Violate any law, regulation, or third-party right (including intellectual property, privacy, publicity, or contractual rights)
- Send unsolicited commercial communications, spam, or messages in violation of CAN-SPAM, CASL, GDPR, ePrivacy Directive, TCPA, or similar laws
- Engage in deceptive practices, fraud, phishing, social engineering, or impersonation
- Upload, transmit, or generate content that is illegal, harmful, threatening, harassing, defamatory, obscene, hateful, sexually explicit, or otherwise objectionable
- Interfere with, disrupt, overload, or attempt to gain unauthorized access to the Service or our infrastructure
- Reverse engineer, decompile, disassemble, or attempt to derive source code, trade secrets, or know-how from the Service, except as expressly permitted by applicable law that may not be excluded by contract
- Use the Service to develop, train, improve, or benchmark a competing AI product or service, or to create derivative works of any kind that compete with the Service

- Use automated means (bots, scrapers, crawlers) to access the Service in a manner that exceeds reasonable use
- Circumvent or attempt to circumvent any usage limits, rate limits, security measures, access controls, or technical restrictions
- Sublicense, sell, rent, lease, transfer, assign, or distribute access to the Service to any third party except as expressly permitted

5.2 Sensitive Use Cases — Prohibited Without Express Written Consent

You agree **not** to use the Service for any of the following without our prior express written consent and any additional agreements (such as a Business Associate Agreement) we may require:

- High-risk activities where Service failure or AI Output errors could result in death, personal injury, severe environmental damage, or critical infrastructure failure
- Decisions producing legal effects on individuals (including credit, employment, housing, insurance, eligibility, or law enforcement decisions) without meaningful (not nominal) human oversight that is documented and auditable
- Processing of Personal Data of children under 13 (or under 16 in applicable jurisdictions)
- Processing of "special category" Personal Data under GDPR Article 9 (such as health data, racial or ethnic origin, political opinions, religious beliefs, genetic or biometric data, sexual orientation), or "sensitive personal information" under CCPA, unless you have established a specific lawful basis and notified us in writing
- Processing of protected health information ("PHI") subject to HIPAA, beyond what Stripe provides to the Service
- Processing of payment card industry data beyond what Stripe provides
- Processing of government-issued identification numbers, social security numbers, financial account numbers, or similar regulated data
- Surveillance, monitoring, or profiling of individuals in violation of applicable law
- Political advertising, election influence, or related activities in violation of applicable law

5.3 Communication Compliance

When using the Service to communicate with your customers, prospects, or other third parties (via email, SMS, messaging, or otherwise):

- **You** are solely responsible for ensuring lawful basis for each communication, including any required consents under CAN-SPAM, CASL, TCPA, GDPR, ePrivacy Directive, or similar laws

- **You** are solely responsible for honoring opt-out, unsubscribe, and Do-Not-Call requests
- **You** must not use the Service to send communications that are deceptive, fraudulent, or that violate the policies of recipient platforms (such as Gmail's bulk sender requirements, Apple Mail policies, or carrier guidelines for SMS)
- **You acknowledge that the Service does not independently verify recipient consent or sender authority**, and that you bear sole responsibility for compliance with applicable communication laws

5.4 Investigation Rights

We may investigate suspected violations of these acceptable use provisions. We may suspend or terminate access, remove content, report violations to law enforcement, and cooperate with investigations. We have no obligation to monitor User activity but may do so at our discretion.

6. AI Systems and Authorized Actions

This Section is critical to how the Service operates. Read it carefully.

6.1 The Service Uses AI Systems

The Service incorporates AI Systems, principally large language models from Anthropic and potentially other providers we may engage from time to time. AI Systems generate AI Outputs based on Customer Data, configured Playbooks, system prompts, and your instructions.

6.2 The Service Acts on Your Behalf — Agency Relationship

When you configure the Service to act on your behalf, you authorize the Service (including AI Systems) to perform Authorized Actions in your Workspace and in Connected Services according to the policy guardrails you configure.

For purposes of these Terms and applicable law:

- **You are the principal.** The Service (including AI Systems) acts as your authorized agent within the scope of authority you grant.
- **Authorized Actions are deemed to be your actions for all purposes**, regardless of whether they are reviewed by you in advance, regardless of whether the action was generated by AI rather than reviewed by a human.
- **You retain full responsibility for the consequences of Authorized Actions**, including but not limited to communications sent, contracts formed, payments processed, records modified, and decisions communicated.

You acknowledge that under principal-agent law and the explicit agency framing of these Terms, third parties dealing with the Service in the course of an Authorized Action are entitled to rely on the Service as your authorized representative.

6.3 Delegation of Authority and Policy Guardrails

For each Playbook you enable, you can configure:

- **Scope of authority** — what the Service can do on your behalf (such as drafting messages, sending messages, applying changes to Connected Services, initiating workflows)
- **Approval requirements** — whether AI Outputs must be reviewed and approved by you (a human) before being acted upon, or may be acted upon automatically subject to your guardrails
- **Operating thresholds** — limits on automated actions (auto-send thresholds, rate limits, exclusion rules, dollar limits)
- **Escalation triggers** — circumstances under which the Service will pause and require human review

You are responsible for configuring these settings appropriately for your business and risk tolerance. Default settings provided by Porchops are starting points, not recommendations, and you should review and adjust them based on your specific needs, risk tolerance, and applicable regulatory requirements.

6.4 Limitations of AI Outputs

You acknowledge and agree that:

(a) AI Outputs are probabilistic. AI Outputs are generated by statistical models and may contain errors, omissions, hallucinations, biases, inaccuracies, fabrications, or content that is misleading, incorrect, harmful, infringing, or inappropriate. **We do not warrant that AI Outputs will be accurate, complete, current, lawful, fit for any particular purpose, or free of errors.**

(b) AI Outputs may be similar across Users. Because AI Systems use shared underlying models, AI Outputs generated for you may be similar or identical to AI Outputs generated for other Users with similar inputs. We make no claims of uniqueness, exclusivity, or originality for AI Outputs.

(c) AI Outputs do not constitute professional advice. AI Outputs do not constitute legal, financial, tax, accounting, medical, regulatory, compliance, or other professional advice. You should not rely on AI Outputs for decisions requiring professional expertise. Where AI Outputs touch on legal, financial, regulated, or sensitive matters, consult qualified professionals before acting.

(d) AI Outputs may infringe third-party rights. AI Systems may generate AI Outputs that resemble or replicate copyrighted works, trademarks, or other protected materials. You are

responsible for evaluating AI Outputs for potential infringement before using them.

(e) AI Outputs do not produce specific business outcomes. We do not warrant that the Service or AI Outputs will produce any specific business result, including revenue recovered, customers retained, deliverability rates, conversion rates, or any other metric.

(f) AI System behavior may change. We may update, replace, or modify AI Systems and the underlying models, prompts, or orchestration logic at any time. AI Output quality, behavior, and content may vary as a result. You are responsible for testing and validating continued use following any such updates.

(g) AI Outputs are not regulatory advice. The Service is a software tool to support your business operations. We do not represent or warrant that AI Outputs comply with or satisfy any specific regulatory requirement applicable to your business.

6.5 Your Responsibility for AI Outputs and Authorized Actions

You are fully responsible for any AI Output that you approve, send, publish, transmit, or otherwise act upon. **Once you approve an AI Output, or once an AI Output is acted upon pursuant to the Authorized Actions you have configured, you assume full responsibility for it as though you had created it yourself**, including any consequences arising from it.

The fact that a specific Authorized Action was performed by an AI System rather than reviewed by a human does not reduce your responsibility for that action. **If you configure the Service to act without your individual review (such as auto-sending recovery emails below a configured threshold), you remain fully responsible for the actions taken pursuant to that configuration.**

6.6 Ownership of AI Outputs

To the extent that AI Outputs generated specifically for you can be owned under applicable law, ownership transfers to you upon generation, subject to your compliance with these Terms. To the extent that AI Outputs cannot be owned under applicable law (because, for example, they were not produced by human authorship under copyright law in your jurisdiction), we make no claim of ownership and you may use them subject to these Terms.

You grant us a limited, non-exclusive, worldwide, royalty-free license to access, store, process, transmit, and display AI Outputs as necessary to provide the Service to you.

6.7 No Use of Customer Data for AI Training

We do not use Customer Data, End User Data, AI Outputs, or your prompts to train, fine-tune, or improve general-purpose AI models, our own AI models, or any third party's AI models. This is a contractual commitment.

We use AI Systems by querying third-party AI providers (currently Anthropic) at the time you generate AI Outputs. Specifically:

- We access Anthropic's models through Anthropic's commercial API under Anthropic's Commercial Terms, which prohibit the use of customer API data to train models and require deletion within 30 days of API request completion (subject to legal hold or extended retention for trust and safety review of policy violations)
- We do not aggregate, anonymize, or otherwise repurpose Customer Data to train any models
- We may use aggregated, statistical metadata about Service operations (such as average run durations, error rates, system performance metrics) that does not include Customer Data, AI Output content, or End User Data, for the purpose of operating, securing, and improving the Service
- If we change AI providers in the future, we will only engage providers offering equivalent or stronger no-training commitments for commercial API usage
- We will provide at least 30 days' prior written notice if we propose to change this Section 6.7 in any way that would broaden our use of Customer Data, and you will have the right to terminate the Service prior to the change taking effect

6.8 Automated Decision-Making Disclosure

For purposes of CCPA's Automated Decision-Making Technology ("ADMT") regulations effective January 1, 2027, GDPR Article 22, Colorado Privacy Act, and similar laws governing automated decision-making:

- The Service may generate AI Outputs that influence decisions you make about individuals.
 - **You — not Porchops — make the ultimate decisions** based on AI Outputs. You are responsible for ensuring meaningful human involvement in any decision producing legal or similarly significant effects on individuals.
 - **You — not Porchops — are responsible for any pre-use notices, opt-out mechanisms, access requests, or appeal rights** required by applicable law in connection with your use of the Service to make decisions about individuals.
 - We provide configuration options and audit logs to support your compliance with these laws, but compliance with ADMT, GDPR Article 22, and similar laws is your responsibility.
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7. Customer Data and Connected Services

7.1 Ownership and License

You retain all rights, title, and interest in your Customer Data. We claim no ownership over Customer Data.

You grant Porchops a limited, non-exclusive, worldwide, royalty-free, sublicensable (only to sub-processors as described in our Privacy Policy and DPA) license to access, store, process, transmit, display, and create derivative works from your Customer Data **solely** for:

- Providing, maintaining, and improving the Service for you
- Generating AI Outputs you have requested through Playbooks or features
- Executing Authorized Actions you have configured
- Complying with applicable law
- Protecting the security and integrity of the Service
- Enforcing these Terms
- Producing aggregated, de-identified statistics that cannot reasonably be used to identify you, any individual, or any specific business

This license terminates when you delete Customer Data or close your Account, except for Customer Data we are required to retain by law or that resides in non-imminent backups (which are purged on the schedule described in our Privacy Policy).

7.2 Your Representations and Warranties Regarding Customer Data

You represent, warrant, and covenant that:

- You have all necessary rights, consents, and lawful bases to provide Customer Data to the Service
- Your provision of Customer Data does not violate any applicable law or third-party right
- You have provided required notices to and obtained required consents from individuals whose Personal Data is included in Customer Data
- You have authority to authorize the Service to take Authorized Actions involving Customer Data and Connected Services
- The Customer Data does not contain malware, malicious code, or other harmful content
- You will maintain reasonable backups of Customer Data critical to your business
- You will not provide Customer Data that includes data outside the scope of Section 5.2 (Sensitive Use Cases) without our prior written consent

7.3 Connected Services

When you connect a third-party service (such as Stripe, Gmail, HubSpot, Intercom, or others):

- You authorize Porchops to access that service with the OAuth scope, API permissions, or credentials you grant

- Your use of the third-party service is governed by that service's own terms and privacy policies
- We are not responsible for the actions, content, security, availability, or practices of third-party services
- You may revoke our access to any Connected Service at any time through the Service's settings or directly through the third-party service
- Revoking access may impair Service functionality
- You are responsible for complying with the terms of each Connected Service, including any restrictions on automated access, communications volume, or types of actions that can be taken via API

7.4 Data Processing Roles (GDPR / CCPA / Similar Laws)

For purposes of GDPR, UK GDPR, and similar laws:

- When the Service processes Personal Data **about you** (such as your account information), Porchops is the **data controller**.
- When the Service processes **End User Data** on your behalf (such as data about your customers in your Customer Graph), **you are the data controller and Porchops is the data processor**.

For purposes of CCPA, CPRA, and similar U.S. state laws:

- Porchops is a **business** with respect to information collected about you.
- Porchops is a **service provider** with respect to End User Data processed on your behalf.

A Data Processing Addendum (DPA) is available at porchops.com/legal/dpa or by request to privacy@porchops.com. **If you process Personal Data of EU/UK/Swiss residents through the Service, or if otherwise required by applicable law, you and Porchops will execute a DPA prior to such processing.** Until executed, our Privacy Policy and these Terms govern the processing relationship to the extent permitted by applicable law.

7.5 Cross-Border Data Transfers

By using the Service, you understand that Customer Data may be transferred to and processed in the United States and other countries where our sub-processors operate. For transfers from regions with data residency or transfer restrictions (such as the EEA, UK, Switzerland), we rely on:

- Standard Contractual Clauses approved by the European Commission
- EU-U.S. Data Privacy Framework certifications of our sub-processors where applicable

- UK International Data Transfer Agreement (UK IDTA) and Swiss equivalents where applicable
- Supplementary technical and organizational measures including encryption in transit and at rest

7.6 Sub-processors and Notification

We use sub-processors to provide the Service. The current list is published in our Privacy Policy and DPA. **We will notify you at least 30 days before adding or replacing any sub-processor that processes Customer Data**, by email and/or by updating the published sub-processor list. You may object to a new sub-processor on reasonable grounds; if we cannot accommodate the objection, you may terminate the Service for the affected Workspaces.

7.7 Security

We implement reasonable administrative, technical, and physical safeguards to protect Customer Data, including encryption in transit and at rest, access controls, multi-tenant isolation enforced at the database level, audit logging, and incident response procedures. Specific security measures are described in our Privacy Policy and, where applicable, in the DPA.

7.8 Breach Notification

If we become aware of a Personal Data Breach (as defined in GDPR Article 4(12) or analogous law) affecting your Customer Data:

- We will notify you **without undue delay, and typically within 72 hours** of becoming aware
- We will provide information sufficient to enable you to comply with your own breach notification obligations under applicable law (including the GDPR's 72-hour controller notification requirement)
- We will provide reasonable assistance in your investigation and notification activities
- Where we are the controller (for example, with respect to your account information), we will comply with our own breach notification obligations under applicable law

8. Subscription, Fees, and Billing

8.1 Service Tiers

The Service is offered in multiple tiers as described at porchops.com/pricing, including features, usage limits, and pricing, all of which are incorporated by reference. Tiers and pricing may change as described in Section 8.6.

8.2 Free Tier

The Free Tier includes limited lifetime usage (currently 10 lifetime Playbook runs, not monthly), Stripe connector access, basic dashboard, and community support. The Free Tier is subject to:

- One Workspace per unique connected Stripe account
- Email verification before Stripe connection
- Restrictions on disposable email domains
- Database-level enforcement of the lifetime usage cap
- All other terms in these Terms

8.3 Paid Tiers — Authorization to Charge

When you upgrade to a paid tier:

- You authorize Porchops (and our payment processor, Stripe) to charge your designated payment method for all applicable fees
- All fees are quoted in U.S. dollars and exclude applicable taxes (which you are responsible for paying)
- Subscription fees are billed in advance for monthly or annual plans
- Annual plans receive a discount as described on the pricing page
- Usage-based fees (overages, premium playbook fees) are billed at the end of each billing period
- You are responsible for keeping your payment information current

8.4 Usage Caps and Overages

By default, the Service pauses Playbook runs when your monthly quota is reached. You may opt in to overage billing with a configurable monthly cap.

Per-Workspace daily LLM cost ceiling. The Service enforces a per-Workspace daily ceiling on AI System cost (currently \$100/day, scaling with tier and revenue) to protect against runaway usage from misconfiguration. Exceeding this ceiling requires manual administrator approval.

8.5 Refunds

- **Annual plans:** Refundable within 14 days of initial purchase if you have used less than 10% of your included monthly usage. After 14 days or substantial usage, annual plans are non-refundable.
- **Monthly plans:** Not prorated or refunded for partial months. You may cancel and retain access through the end of the current billing period.
- **Usage overages:** Non-refundable once incurred.

- **Free tier:** No refunds.
- **Premium playbook subscriptions:** Refunds follow the playbook author's terms, which we facilitate but do not guarantee.

We may issue refunds at our discretion in extraordinary circumstances. Chargebacks or disputed charges may result in account suspension pending resolution.

8.5.1 Enterprise Customers

Customers on the Enterprise tier are governed by separately negotiated agreements, including refund terms, that prevail over Section 8.5 in the event of any inconsistency.

8.6 Price Changes

We may change pricing for the Service. We will provide at least 30 days' notice of price increases that affect your existing subscription. If you do not agree to the new pricing, you may cancel before the change takes effect. Continued use after the change effective date constitutes acceptance.

8.7 Taxes

You are responsible for all applicable taxes (sales, use, VAT, GST, withholding, and similar taxes), except for taxes based on Porchops's net income. We collect and remit taxes where required by law. If you claim tax exemption, you must provide valid documentation.

8.8 Cancellation

You may cancel your subscription through your Account settings or by emailing support@porchops.com. Cancellation takes effect at the end of the then-current billing period. Cancellation does not entitle you to a refund except as described in Section 8.5.

8.9 Suspension for Non-Payment

If your payment is more than 14 days past due, we may suspend access to paid features. After 30 days, we may terminate the Account. Suspended Accounts retain Customer Data for the retention period described in our Privacy Policy.

9. Intellectual Property

9.1 Porchops Intellectual Property

The Service, including all software, design, content, trademarks, logos, documentation, prompts, system instructions, and underlying technology, is owned by Porchops or its licensors and is protected by U.S. and international copyright, trademark, patent, trade secret, and other

intellectual property laws. We grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service in accordance with these Terms.

9.2 Restrictions

Except as expressly permitted by these Terms or applicable law that may not be excluded by contract, you may not:

- Copy, modify, distribute, sell, lease, sublicense, or create derivative works of the Service
- Reverse engineer, decompile, or disassemble the Service
- Remove or alter copyright, trademark, or proprietary notices
- Use the Service to develop or train any competing product, including any AI model
- Use Porchops's name, logo, trademarks, or trade dress without our prior written consent, except for nominative use (such as referring to the Service by name)

9.3 Customer Data Remains Yours

Subject to Section 7.1, Customer Data remains yours.

9.4 Feedback

If you provide suggestions, comments, ideas, improvements, or other feedback about the Service ("**Feedback**"), you grant Porchops a perpetual, irrevocable, worldwide, royalty-free, sublicensable license to use, modify, incorporate, and exploit the Feedback for any purpose, with no obligation to compensate or attribute you.

9.5 Trademarks

"Porchops" and the Porchops logo are trademarks of Porchops, Inc. Other trademarks used in the Service are the property of their respective owners.

9.6 DMCA

If you believe content in the Service infringes your copyright, send a notice to legal@porchops.com containing the information required by 17 U.S.C. § 512(c)(3). We will respond to valid notices in accordance with the Digital Millennium Copyright Act.

10. Privacy and Data Protection

Your use of the Service is governed by our Privacy Policy, available at porchops.com/legal/privacy, which is incorporated into these Terms by reference. By using the Service, you acknowledge that you have read and agreed to the Privacy Policy.

For Customers processing Personal Data of EU/UK/Swiss residents or other regulated data through the Service, a Data Processing Addendum is available at porchops.com/legal/dpa or upon request and will be executed before such processing begins.

11. Confidentiality

11.1 Definition

"**Confidential Information**" means non-public business, technical, or operational information disclosed by one party ("**Disclosing Party**") to the other ("**Receiving Party**") in connection with the Service, including the Service's pricing, roadmap, prompts, system instructions, and technical architecture, and Customer Data.

11.2 Obligations

The Receiving Party agrees to:

- Use Confidential Information only for purposes of these Terms
- Not disclose Confidential Information to third parties without the Disclosing Party's written consent (except to employees, contractors, advisors, and sub-processors with a need to know who are bound by confidentiality obligations no less protective than these)
- Protect Confidential Information with at least the same degree of care it uses for its own confidential information of similar sensitivity, but in no event less than reasonable care

11.3 Exceptions

Confidentiality obligations do not apply to information that:

- Is or becomes publicly known through no breach of these Terms
- Was known to the Receiving Party before disclosure, without obligation of confidence
- Is independently developed without use of Confidential Information
- Is required to be disclosed by law, court order, or government authority (with prompt notice to the Disclosing Party where legally permitted)

11.4 Customer Data

We treat Customer Data as your Confidential Information, subject to these Terms and our Privacy Policy.

12. Warranties and Disclaimers

12.1 Mutual Warranties

Each party represents and warrants that:

- It has the legal authority to enter into and perform these Terms
- Its performance under these Terms will not violate any law or third-party right

12.2 Customer Warranties

You represent and warrant that:

- You have all rights necessary to provide Customer Data to the Service
- You will use the Service in compliance with all applicable laws
- You will configure the Service appropriately for your use case and risk tolerance
- Your authorized configuration of Authorized Actions accurately reflects the actions you wish the Service to take on your behalf
- You will not use the Service in any manner restricted by Section 5

12.3 Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, PORCHOPS AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING:

- IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, OR QUIET ENJOYMENT
- WARRANTIES THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR HARMFUL COMPONENTS
- WARRANTIES THAT AI OUTPUTS WILL BE ACCURATE, COMPLETE, RELIABLE, FIT FOR PURPOSE, OR FREE OF HALLUCINATIONS, BIASES, OR ERRORS
- WARRANTIES REGARDING CONNECTED SERVICES OR THE OUTCOMES OF AUTHORIZED ACTIONS
- WARRANTIES THAT THE SERVICE WILL PRODUCE ANY SPECIFIC BUSINESS OUTCOME
- WARRANTIES THAT THE SERVICE COMPLIES WITH OR SATISFIES ANY SPECIFIC REGULATORY REQUIREMENT APPLICABLE TO YOUR BUSINESS (INCLUDING HIPAA, PCI DSS, FedRAMP, SOX, FINRA, OR INDUSTRY-SPECIFIC REGULATIONS)

YOU USE THE SERVICE AT YOUR OWN RISK. Some jurisdictions do not allow the exclusion of certain warranties; in those jurisdictions, our warranties are limited to the minimum extent permitted by applicable law.

13. Limitation of Liability

READ THIS SECTION CAREFULLY. IT LIMITS PORCHOPS'S LIABILITY TO YOU.

13.1 Exclusion of Indirect Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PORCHOPS, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, including:

- Lost profits, lost revenue, lost business, or lost opportunities
- Lost or corrupted data
- Loss of goodwill or reputational harm
- Business interruption, downtime, or service failure
- Loss of customers, customer relationships, or customer data
- Costs of substitute services or cover damages

This exclusion applies regardless of whether the damages were foreseeable and whether we were advised of the possibility of such damages.

13.2 Liability Cap

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PORCHOPS'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE WILL NOT EXCEED THE GREATER OF:

(a) The amount you paid Porchops for the Service in the 12 months preceding the event giving rise to liability, OR

(b) One Hundred U.S. Dollars (\$100).

13.3 Specific Allocation of Risk for AI and Authorized Actions

Without limiting the generality of Sections 13.1 and 13.2:

(a) We are not liable for any AI Output or for the consequences of any AI Output that you have approved, sent, transmitted, published, or otherwise acted upon. Once you approve an AI Output, or once an AI Output is acted upon pursuant to Authorized Actions you have

configured, you assume all risk and liability for that AI Output and its consequences as though you had created it yourself.

(b) We are not liable for the consequences of Authorized Actions taken by the Service (including AI Systems) on your behalf within the scope of authority you have granted. You are responsible for configuring the scope of Authorized Actions appropriately and for the consequences of those configurations.

(c) We are not liable for actions or omissions of third-party AI providers (such as Anthropic), Connected Services, or other sub-processors acting in accordance with their standard terms.

(d) We are not liable for harms arising from:

- AI Outputs that contain hallucinations, errors, biases, or inaccuracies
- AI Outputs that infringe third-party intellectual property rights
- Communications sent to your customers or other third parties via the Service
- Your inability to comply with regulations applicable to your business
- Decisions you make in reliance on AI Outputs or Service features
- Loss or unavailability of Customer Data caused by Connected Services or sub-processors
- Configuration errors in Playbooks, guardrails, or Authorized Actions

13.4 Exclusions from Liability Limitation

The limitations in Sections 13.1 and 13.2 do **not** apply to:

- Liability for fraud, intentional misconduct, or gross negligence
- Liability that cannot be excluded or limited under applicable law
- Each party's indemnification obligations under Section 14
- Your obligation to pay fees due
- Either party's breach of confidentiality obligations under Section 11
- Either party's misappropriation of the other party's intellectual property

13.5 Basis of the Bargain

The parties acknowledge that the limitations of liability in this Section 13 are an essential element of the bargain between them and reflect a reasonable allocation of risk based on the nature of the Service (including the AI-driven, agency-based nature of the Service) and the fees charged. Without these limitations, the Service would not be offered on the terms contemplated, or would be offered at materially different prices.

13.6 Jurisdictional Limitations

Some jurisdictions do not allow the exclusion or limitation of certain damages. To the extent the limitations in this Section 13 are not enforceable in your jurisdiction, our liability is limited to the maximum extent permitted by applicable law.

14. Indemnification

14.1 Customer Indemnification of Porchops

You agree to defend, indemnify, and hold harmless Porchops, its affiliates, officers, directors, employees, agents, and licensors (collectively, "**Porchops Indemnitees**") from and against any third-party claim, demand, loss, damage, cost, fine, penalty, or expense (including reasonable attorneys' fees) arising out of or relating to:

- Your use or misuse of the Service
- Your violation of these Terms or applicable law
- Your violation of any third-party right (including intellectual property, privacy, publicity, or contractual rights)
- Customer Data, including any claim that Customer Data infringes any third-party right or violates any law
- AI Outputs that you have approved, sent, transmitted, published, or otherwise acted upon
- Authorized Actions taken by the Service (including AI Systems) on your behalf within the scope of authority you have granted
- Communications sent through or initiated by the Service to your customers, prospects, employees, or other third parties
- Your interactions with Connected Services
- Your failure to comply with regulations applicable to your business (including CCPA, GDPR, CAN-SPAM, TCPA, HIPAA, and similar laws)
- Your collection, use, or processing of End User Data
- Any breach of your representations, warranties, or covenants in these Terms

We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which case you will cooperate as reasonably requested. You may not settle any indemnified claim without our prior written consent if the settlement requires any admission of liability or imposes obligations on Porchops Indemnitees.

14.2 Porchops Indemnification of Customer (Limited)

We will defend you against any third-party claim that the Service, as provided by us and used in compliance with these Terms, infringes a third party's U.S. patent, copyright, or trademark, and we will pay damages finally awarded by a court of competent jurisdiction or agreed in settlement, subject to:

- Your prompt notification of the claim
- Your tender of sole control of the defense and settlement to us
- Your reasonable cooperation in the defense
- The aggregate liability cap in Section 13.2

If the Service becomes the subject of an infringement claim or, in our opinion, may become the subject of one, we may at our option and expense:

- Procure for you the right to continue using the Service
- Modify the Service to be non-infringing
- Replace the Service with non-infringing alternatives
- Terminate the Service and refund any prepaid unused fees

We have **no liability** for infringement claims arising from:

- Modification of the Service by anyone other than us
- Combination of the Service with products or services not provided by us
- Use of the Service in violation of these Terms
- Customer Data, AI Outputs, or actions you have authorized
- Use of beta or experimental features
- Compliance with your specific instructions or specifications

THIS SECTION 14.2 STATES OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR THIRD-PARTY INFRINGEMENT CLAIMS.

15. Term and Termination

15.1 Term

These Terms remain in effect from your first use of the Service until terminated.

15.2 Termination by You

You may terminate these Terms at any time by ceasing to use the Service and, if you have an Account, by closing the Account through Account settings or by emailing support@porchops.com. Termination does not entitle you to a refund except as described in Section 8.5.

15.3 Termination by Porchops

We may terminate or suspend these Terms (or your access to the Service) at our discretion as described in Section 4.3, including for material breach (with reasonable notice and opportunity to cure where appropriate), non-payment, suspected fraud, risk to others, or cessation of the Service.

15.4 Effect of Termination

Upon termination:

- Your right to access and use the Service ends immediately
- We may delete your Customer Data after the retention period described in our Privacy Policy
- You may export Customer Data prior to termination using export tools provided in the Service, where available
- All amounts owed become immediately due
- The following sections survive termination: 1, 6.5, 6.6, 6.7, 7.1, 7.2, 7.4, 7.5, 7.8, 9, 11, 12, 13, 14, 15.4, 16, 17, 18, 19, 20, and any other section that by its nature should survive

15.5 Cessation of the Service

If we cease offering the Service in whole or in part, we will provide reasonable advance notice (at least 60 days where practicable) and offer reasonable means for you to export Customer Data. Beyond this notice and export accommodation, we have no further obligation upon cessation.

16. Modifications to Terms

We may modify these Terms from time to time. If we make material changes, we will notify you by email or through the Service at least 30 days before the changes take effect, except for changes required by law or that do not materially reduce your rights, which may take effect immediately.

Your continued use of the Service after modifications take effect constitutes your acceptance of the modified Terms. If you do not agree to the modified Terms, you must stop using the Service

before they take effect.

The "Last Updated" date and version number at the top of these Terms reflect the most recent version.

17. Dispute Resolution and Arbitration

READ THIS SECTION CAREFULLY. IT REQUIRES BINDING ARBITRATION AND WAIVES YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION.

17.1 Informal Resolution

Before filing a claim, you and Porchops agree to attempt to resolve the dispute informally. You should send a written notice describing the dispute to legal@porchops.com. We will work in good faith to resolve the dispute within 60 days. If we cannot resolve the dispute informally within that time, the dispute will be resolved through binding arbitration as set forth below.

17.2 Binding Arbitration

Any dispute or claim arising out of or relating to these Terms, the Service, or your use of either (a "Dispute") will be resolved exclusively by binding arbitration, except as provided in Sections 17.4 and 17.5.

The arbitration will be administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules and, if applicable, the AAA's Supplementary Procedures for Consumer-Related Disputes. The arbitration will be conducted in English and will take place in Wilmington, Delaware, or by video conference at the parties' agreement. Judgment on the award may be entered in any court of competent jurisdiction.

The arbitrator's decision will be final and binding. The arbitrator has authority to award the same damages and relief as a court (including injunctive and declaratory relief), subject to the limitations in these Terms.

17.3 Class Action Waiver

YOU AND PORCHOPS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. Unless both parties agree otherwise, the arbitrator may not consolidate more than one person's claims and may not preside over any form of representative or class proceeding.

If this class action waiver is found to be unenforceable with respect to any specific claim or relief, that claim or relief will be severed and brought in the appropriate court, and the remainder of this Section 17 (including binding arbitration of all other matters) will remain in force.

17.4 Exception for Small Claims

Either party may bring qualifying claims in small claims court in lieu of arbitration, provided the claims remain in small claims court and are brought in an individual capacity.

17.5 Exception for Injunctive Relief

Either party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of intellectual property rights, confidentiality obligations, or similar matters that cannot be adequately remedied by money.

17.6 30-Day Opt-Out Right

You may opt out of the binding arbitration and class action waiver provisions of this Section 17 by sending written notice to legal@porchops.com within 30 days of first agreeing to these Terms. The notice must include your full legal name, the email address associated with your Account (if any), and a clear statement that you wish to opt out of arbitration. Opting out does not affect any other portion of these Terms.

17.7 Statute of Limitations

Any arbitration or claim under these Terms must be brought within ONE (1) YEAR after the cause of action arises, or it is permanently barred. This shortened limitations period does not apply to claims that cannot be shortened by contract under applicable law.

18. Governing Law

These Terms are governed by and construed in accordance with the laws of the **State of Delaware**, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

For any matter not subject to arbitration under Section 17, you and Porchops consent to the exclusive jurisdiction and venue of the state and federal courts located in **Wilmington, Delaware**, and waive any objection based on inconvenient forum.

19. Export Compliance and Sanctions

You may not use, export, re-export, transfer, or release the Service or any Customer Data through the Service in violation of any U.S. or other applicable export control or sanctions laws, including the U.S. Export Administration Regulations and sanctions administered by OFAC.

You represent and warrant that you are not located in, organized in, or a national or resident of any country subject to U.S. embargo, that you are not on any U.S. government list of restricted parties, and that you will not provide access to the Service to any such person or country.

20. General Provisions

20.1 Entire Agreement

These Terms (together with the Privacy Policy, any Data Processing Addendum, and any other agreements expressly incorporated by reference) constitute the entire agreement between you and Porchops regarding the Service and supersede all prior or contemporaneous communications, proposals, and agreements regarding the same subject matter.

20.2 Severability

If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect.

20.3 No Waiver

Our failure to enforce any provision of these Terms is not a waiver of that provision or any other provision. No waiver is effective unless in writing and signed by an authorized Porchops representative.

20.4 Assignment

You may not assign or transfer these Terms or any rights under them without our prior written consent. Any attempted assignment in violation of this section is void. We may assign these Terms without restriction, including in connection with a merger, acquisition, sale of assets, change of control, financing, or by operation of law. These Terms bind and benefit the parties' permitted successors and assigns.

20.5 Force Majeure

Neither party is liable for any delay or failure to perform (other than payment obligations) due to causes beyond its reasonable control, including acts of God, natural disasters, pandemic, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, network or infrastructure failures, denial-of-service attacks, or strikes.

20.6 No Third-Party Beneficiaries

These Terms are for the benefit of the parties only and create no third-party beneficiary rights, except that the Porchops Indemnities in Section 14.1 are intended third-party beneficiaries.

20.7 Notices

We may provide notices to you by email (to the address associated with your Account), through the Service, or by posting on porchops.com. Notices to us must be sent to legal@porchops.com. Notices are effective when sent (for email and Service notices) or when posted (for website notices), unless otherwise specified.

20.8 Independent Contractors

The parties are independent contractors. These Terms do not create any partnership, joint venture, agency (except as expressly granted for the limited purpose of Authorized Actions), employment, or franchise relationship.

20.9 Headings and Construction

Section headings are for convenience only and have no legal effect. The words "include," "includes," and "including" mean "include without limitation." Singular includes plural and vice versa where context requires.

20.10 Government Use

If you are a U.S. federal government entity or accessing the Service on behalf of one, the Service is "commercial computer software" and the documentation is "commercial computer software documentation" under FAR 12.211 and 12.212, and the U.S. government's rights are as set forth in these Terms.

20.11 Survival

Provisions of these Terms that by their nature should survive termination will survive, as listed in Section 15.4.

21. Contact

If you have questions about these Terms, please contact us:

Porchops, Inc. Legal: legal@porchops.com **General:** hello@porchops.com **Security:** security@porchops.com **Privacy:** privacy@porchops.com **Mailing address:** Porchops, Inc. c/o Registered Agent [Stripe Atlas-assigned registered agent address] Wilmington, DE [ZIP] United States

By using the Service, you confirm that you have read, understood, and agreed to these Terms.

These Terms are a binding legal agreement. If any provision is unclear, we encourage you to seek legal advice or contact us at legal@porchops.com before agreeing.

