

Capture AI Platform – Terms of Service

Last Updated: 4th June 2025

Welcome to Capture AI. These Terms of Service (“Terms”) govern your access to and use of the Capture AI platform and services (the “Service”) provided by High Jump Digital Limited (trading as “Capture AI”), a company registered in the United Kingdom with a business address at 71–75 Shelton Street, Covent Garden, London, WC2H 9JQ (“Company”, “we”, “us”, or “our”). The Service includes our website (<https://cptr.ai>) and user dashboard (<https://app.cptr.ai>), as well as any related applications, integrations, or services. By signing up for an account, starting a free trial, or otherwise using the Service, you (“User”, “you”, or “your”) acknowledge that you have read, understood, and agree to be bound by these Terms, **including any policies referenced herein**. If you do not agree with these Terms, you must not use the Service.

Please also review our Privacy Policy (available on our website) to understand how we collect, use, and protect your personal data. By using the Service, you consent to our collection and use of your information as described in the Privacy Policy.

1.

Account Registration and Eligibility

1. **Eligibility:** You must be at least 18 years old (or the age of legal majority in your jurisdiction) to register or use the Service. By creating an account or using the Service, you represent that you meet this eligibility requirement. If you are using the Service on behalf of a company or other legal entity, you represent that you have the authority to bind that entity to these Terms, and in that case “you” will refer to the entity.
2. **Account Creation:** To access certain features of Capture AI, you will need to create an account. You agree to provide true, accurate, current, and complete information during signup and to keep your account information updated. You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account. You must promptly notify us of any unauthorized use of your account or security breach. We are not liable for any loss or damage arising from your failure to safeguard your account information.
3. **Account Use:** Each account is intended for the use of the individual or single entity that registered. Unless expressly permitted, you must not share your account credentials with others or use another person’s account. We reserve the right to suspend or terminate accounts that we suspect are being used in violation of these Terms or for unauthorized

purposes.

4. **Account Security:** You are responsible for configuring your systems and using up-to-date software in order to access the Service. We employ security measures to protect the Service, but we cannot guarantee absolute security. **You use the Service at your own risk**, and you are responsible for any User Content (defined below) lost or unrecoverable due to your failure to maintain your own backups or to follow security guidelines .
5. **Acceptance of Terms:** By accessing or using the Service, you accept these Terms and any other policies or guidelines we provide. If you do not agree, do not use the Service. Continued use of the Service following notice of changes (see Section 15) constitutes acceptance of the updated Terms.

2.

Description of the Service

1. **Platform Overview:** Capture AI is a cloud-based chatbot management tool that enables users to create and deploy AI-driven chatbots on their own websites or platforms. Key features of the Service include:
 - A **14-day free trial** for new users to evaluate the platform's features before committing to a paid plan.
 - **Subscription Plans:** Paid tiers of service (such as **Basic**, **Starter Kit**, and **Infinity Pro**) offering varying levels of features, usage limits, and support.
 - **Knowledge Base Uploads:** The ability to upload content – including documents, text, images, and URLs – to build a knowledge base that the chatbot can use when responding to inquiries.
 - **Chatbot Configuration:** Tools to configure chatbot behavior, including conversation flows, lead-capture forms, and custom Q&A pairs. Users can design how the chatbot interacts with end-users and captures lead information.
 - **Website Integration:** A script or widget (powered by third-party technology) that can be installed on the user's own website to deploy the chatbot for 24/7 interactions with visitors.
2. **Third-Party Integrations:** Capture AI integrates certain third-party services to provide its functionality. In particular, our chat widget interface is provided by Voiceflow, and the

chatbot's conversational responses are generated using large language model APIs from OpenAI (among possibly other AI providers). You acknowledge that when you use Capture AI, your content and chatbot interactions may be processed by these third-party services. Your use of the Service **may therefore also be subject to the terms and acceptable use policies of those third-party providers** (e.g., OpenAI's usage policies), and you agree to comply with any such additional terms. While we carefully choose third-party tools to enhance our Service, we do not control their services and **assume no responsibility for the acts, omissions, or performance** of any third-party service. If any third-party service ceases to be available or imposes terms that affect your use, we will, if possible, attempt to mitigate the impact, but we shall not be liable for any loss of functionality or content resulting from third-party services.

3. **Service Availability:** We will use reasonable efforts to ensure the Service is available and functional at all times, but we do not guarantee uninterrupted or error-free operation. From time to time, we may perform maintenance or updates that temporarily affect availability. We reserve the right to modify or discontinue any part of the Service at any time (see Section 15). You agree that your purchase of the Service is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments we make regarding future features.

3.

Free Trial and Subscription Plans

1. **14-Day Free Trial:** New users are entitled to a one-time free trial of the Service for a period of fourteen (14) days, unless otherwise extended or offered by us in writing. During the free trial, you will have access to the platform's features (possibly with certain usage limits) so that you can evaluate the Service's suitability for your needs. At the end of the trial period, your account will require activation of a paid subscription (or selection of a free/basic plan, if available) to continue using the Service without interruption. **If you do not subscribe to a paid plan before the trial ends, your account may be automatically moved to a limited free plan or suspended.** Trials are provided "as-is" and may be subject to limitations; we reserve the right to modify or discontinue trial offers at any time.
2. **Subscription Plans:** We offer several paid subscription tiers, currently known as **Basic**, **Starter Kit**, and **Infinity Pro** (each a "Subscription Plan" or "Plan"). Details of the current Plans, including their features, limits (such as number of chatbot interactions, knowledge base size, user seats, etc.), and pricing, are provided on our website or during the sign-up process. By subscribing to a Plan, you gain access to the features and services of that Plan from the date of subscription. All Subscription Plans are billed on a recurring basis (e.g., monthly or annually, as specified when you sign up). **YOU AUTHORIZE US**

(OR OUR THIRD-PARTY PAYMENT PROCESSOR) TO CHARGE YOUR CHOSEN PAYMENT METHOD FOR THE RECURRING SUBSCRIPTION FEES applicable to your Plan, plus any applicable taxes. Unless otherwise stated, fees are charged in advance of each billing period. **All prices and features are subject to change**, but we will notify you of significant changes in advance (see Section 15 regarding modifications).

3. **Automatic Renewal: Subscriptions will automatically renew** at the end of each billing cycle (monthly, yearly, or as applicable) unless you cancel the subscription **before** the next renewal date. By default, the same payment method on file will be charged for the renewal term of the same length, unless you upgrade or downgrade your Plan. You are responsible for keeping your payment information current. If we are unable to process payment, we may attempt to notify you and retry billing; if payment remains unsuccessful, we may suspend or downgrade your account to a free plan until payment is received.
4. **Free Plan (if applicable):** We may offer a free tier or free Plan with limited features or usage limits. If your account is on a free plan (either by choice or by downgrade after a trial or cancellation of paid subscription), note that features and support may be limited. We reserve the right to change or terminate free plan offerings at any time.

4.

Cancellation and Refund Policy

1. **Cancellation by User:** You may cancel your paid subscription at any time. Cancellations can be made through your account dashboard at <https://app.cptr.ai/settings/billings> (our online billing settings page) or by following any account cancellation procedure we provide. Once you cancel, **your subscription will not renew further**. You will continue to have access to your paid Plan features until the end of the current billing period, after which your account will be automatically **downgraded to the free plan** (or a limited access state) starting on the next billing cycle . For example, if you cancel in the middle of a month for a monthly plan, you will retain premium access until your pre-paid month has concluded, then your account reverts to free status. It is your responsibility to cancel before your next billing date to avoid being charged for the next period .
2. **No Refunds: All payments for subscriptions (and any one-time fees) are non-refundable.** This means that we do not provide refunds or credits for any partial-use periods, remaining time in your billing cycle after cancellation, or for unused features or limits . Once a charge has been processed for a billing period, **the amount is final and will not be returned**, except where required by law or expressly stated otherwise. In particular, if you cancel your subscription, you will **not receive a refund for the current billing period**; you will simply retain access to the Service until the period

expires. Likewise, if an account is terminated by us due to a violation of these Terms, you will not be entitled to any refund for the remaining period of your subscription. We reserve the right, in rare cases and at our sole discretion, to issue refunds or credits (for example, to resolve customer support issues), but the provision of a refund in one instance does not entitle you to refunds in the future.

3. **Subscription Upgrades and Downgrades:** If you upgrade your Plan (e.g., from Basic to a higher tier) or increase your usage limits, the change may take effect immediately and a prorated charge for the remainder of the billing period may be applied, or the billing cycle may restart from the upgrade date, depending on our billing practices. If you downgrade your Plan, the change will typically apply from the next billing cycle, and no prorated refund is provided for the remainder of the current period on the higher plan. Downgrading may cause loss of access to features or data beyond the limits of the new plan (for example, if your knowledge base or number of leads exceed the new plan's cap), so review the plan details before downgrading.
4. **Termination or Suspension by Company:** We reserve the right to suspend or terminate your account or access to the Service at any time **with or without notice** and for any reason, including but not limited to your breach of these Terms, delinquent payments, or usage that in our judgment places an undue burden on our systems. In such cases, we will endeavor to notify you via the email on record. If your account is terminated for violation of these Terms, you are **not entitled to any refund** for any subscription fees you have already paid. If we discontinue the Service entirely, or terminate your account without cause (not due to your fault), we may provide a pro-rata refund for any prepaid period not delivered.
5. **Data Retention upon Cancellation:** Upon moving to a free plan or termination of your subscription, your previously uploaded content and chatbot configuration will remain in your account (so that you can continue on the free tier or reactivate your subscription later), **subject to any storage limits** of the free plan or our data retention policies. However, we reserve the right to delete or anonymize portions of your data to meet free plan limits or if your account remains inactive for an extended period (see Section 5 on User Content & Data). It is recommended that you export your data before cancellation if you wish to retain a personal copy.

5.

User Content and Data

1. **User Content Definition:** "User Content" refers to any data or materials you or your end users upload, submit, or transmit to the Service, including but not limited to documents, text, images, URLs, knowledge base materials, chatbot scripts or flows, configurations,

and any information or messages exchanged through the chatbot by your end-users. Your conversation logs and leads captured through the chatbot are also considered User Content (often referred to as conversation data or lead data). Essentially, any content originating from you or your customers that is processed or stored by the Service is considered your User Content.

2. **Ownership of User Content:** You retain all rights, title, and interest in and to your User Content. **We do not claim ownership of your User Content.** Subject to the licenses you grant us below, you **continue to own and control your content** . It is your responsibility to ensure that you have all necessary rights and permissions to upload the content to the Service and to use it for your intended purposes. By uploading or providing any User Content, you represent and warrant that doing so will not violate any applicable law or anyone's intellectual property or privacy rights.
3. **License to Company:** By using the Service and uploading or generating User Content, you grant High Jump Digital (Capture AI) a non-exclusive, worldwide, royalty-free, sublicensable license to **host, store, transfer, display, reproduce, and process** your User Content for the purposes of operating, maintaining, and providing the Service and as otherwise permitted by our Privacy Policy . This includes, for example, the right to index and analyze documents you upload so that the chatbot can use them to formulate answers, the right to temporarily cache or store content on our servers, and the right to transmit your content to our AI partners (like OpenAI) in order to generate responses to queries. We will **use your content solely to provide the Service to you and your end users**, and to improve and develop our services (for example, by analyzing common user questions or improving our AI models), in accordance with our Privacy Policy. We will not use your uploaded knowledge base content or conversation data for any other purpose (such as marketing to third parties or building unrelated products) without your consent.
4. **Data Security:** We understand that your User Content may include sensitive information. We implement administrative, physical, and technical safeguards intended to secure your content and personal data. High Jump Digital will store User Content securely and in compliance with applicable data protection laws and our Privacy Policy. **However, no method of storage or transmission is 100% secure**, and we cannot guarantee absolute security of your data. You agree that we have no liability for any unauthorized access, use, or disclosure of your content, except to the extent caused by our negligence or willful misconduct. Please notify us immediately if you suspect any security breaches related to the Service.
5. **Data Export:** The Service provides functionality for you to export or download your conversation transcripts, lead information, or knowledge base content (in common formats such as CSV, JSON, or similar). You have the right to export your data at any time during an active subscription. We encourage you to make use of these export features periodically. Upon any termination or cancellation of Service (or downgrading to

a free plan), you should export any important data that you wish to retain. After a reasonable period following termination (or after prolonged inactivity), we reserve the right to delete your User Content from our live systems, except as legally required to retain (e.g., for dispute resolution or enforcement of terms). Refer to our data retention policy in the Privacy Policy for specifics on how long we keep different types of data.

6. **User Responsibility for Content:** You are solely responsible for all User Content that you or your end users provide. This means you are responsible for the legality, reliability, integrity, accuracy, and quality of such content. We **do not actively monitor or moderate** the content you upload to your knowledge base or the conversations that occur via your chatbot, and we are not responsible for any User Content. However, if we become aware of content that may violate these Terms or applicable law, we reserve the right to remove or disable access to such content, or suspend the related account, at our discretion.
7. **Retention of Conversation Data:** By default, the Service will retain transcripts of chatbot conversations and user interactions to enable you to review leads and improve your chatbot. This conversation data is considered your User Content and will be treated in accordance with these Terms and our Privacy Policy. If you require deletion of certain conversation data for compliance reasons, you may do so through the platform (if such self-service deletion features are provided) or by contacting us for assistance. Deletion of data is irreversible and may impair the chatbot's functionality for those interactions.
8. **Feedback:** If you provide us with any suggestions, ideas, feedback, or recommendations regarding the Service ("Feedback"), we may use such Feedback without obligation to you. You agree that any Feedback you submit is non-confidential and that we have a perpetual, irrevocable license to use it for any purpose. (This helps us improve the product.)

6.

Acceptable Use and Prohibited Conduct

To ensure the integrity and quality of our Service, you agree to use Capture AI in accordance with the following rules. **You must not:**

- **Illegal or Harmful Content:** Use the Service to upload, transmit, generate, or store any content that is **illegal, harmful, fraudulent, or offensive**. This includes content that is defamatory, libelous, threatening, harassing, or abusive; content that promotes violence, terrorism, or illegal activity; and content that is obscene, pornographic, or otherwise objectionable (including **hate speech or discrimination** against any group or

individual).

- **Exploitation of Minors:** Use the Service to harm or exploit minors in any way. **Absolutely no content involving sexual or violent exploitation of minors** is allowed. Do not upload images or personal data of children without appropriate parental consent and legal necessity. We will terminate accounts involved in such activities and may report them to law enforcement.
- **Spam and Unsolicited Messages:** Use the Service (including your chatbot) to transmit any unsolicited or unauthorized advertising or promotional materials, spam, junk mail, chain letters, or pyramid schemes. Your chatbot's lead capture forms should be used for genuine engagement with your site's visitors, not for spamming or harassment.
- **Impersonation and Deception:** Misrepresent your identity or affiliation in using the Service, or attempt to mislead others as to the origin of information or whether responses are generated by AI. For example, do not configure your chatbot to **impersonate a private individual or mislead users into believing the bot is a human** (in jurisdictions where this is illegal). You are responsible for complying with any laws that require disclosing the automated nature of the chatbot to end users.
- **Intellectual Property Infringement:** Upload or use any content that you do not have the right to use. This includes **unauthorized use of copyrighted material, trademarks, or proprietary information** belonging to others. You must not use Capture AI to distribute or generate content that violates the intellectual property or privacy rights of any third party. You represent and warrant that you have all necessary rights to use any content you upload or query the chatbot with.
- **Malicious Activities:** Use the Service to transmit viruses, malware, or any other code that is malicious or technologically harmful. You must not attempt to **hack, penetrate, or disrupt** the Service or the systems of other users. Any attempt to probe, scan, or test the vulnerability of our system or network (or breach security or authentication measures) is strictly prohibited.
- **Interference with Service:** Engage in any activity that **interferes with or disrupts** the normal functioning of the Service (or the servers and networks which are connected to the Service). This includes launching any form of excessive automated usage (outside of provided APIs or intended use) that may overload our infrastructure, or using bots/scripts to scrape data from the Service without permission.
- **Circumvention:** Attempt to circumvent or disable any limitations or security features of the Service. For example, you must not try to exceed usage quotas or access features for which you have not paid or which you are not authorized to use. You also agree not to disguise the origin of any messages or to reroute traffic to avoid fees or limits.

- **Violation of Law:** Use the Service in any manner that violates applicable local, national, or international laws or regulations. This includes data protection laws, export control laws, and regulations prohibiting the development or use of certain AI applications. **If the use of AI chatbots or related technology is restricted in your jurisdiction, you must not use the Service in that manner.** You are solely responsible for ensuring that your use of Capture AI is in compliance with all laws and regulations applicable to you and your end users .
- **Export Control:** You agree to comply with all applicable export and re-export control laws and regulations. You shall not use or export the Service (or any output from it) in violation of any embargoes, sanctions, or export restrictions imposed by the UK, EU, U.S. or other applicable jurisdictions . By using the Service, you represent that you are not located in, under the control of, or a resident of any country or region that is subject to comprehensive sanctions or embargo (e.g., as of the date of these Terms, this would include countries like North Korea, Iran, Syria, etc., as well as any territory or individual on a government-issued sanctions list).

We reserve the right (but have no obligation) to monitor content or usage on the Service to enforce these Terms. Any violation of the above may result in immediate suspension or termination of your account, at our sole discretion, and could also expose you to legal liability. Capture AI is **globally accessible**, but all users are required to abide by these standards of conduct regardless of location.

7.

Intellectual Property Rights

1. **Our Intellectual Property:** The Service (including all content and materials available on or through the Service, such as software, algorithms, designs, text, graphics, images, videos, information, and the overall look and feel of the interface), and all intellectual property rights therein, are and shall remain the **exclusive property of High Jump Digital Limited (Capture AI)** and/or our licensors. The “Capture AI” name, logo, and all related product or service names are our trademarks or service marks. Except for the limited use rights expressly granted to you in these Terms, we **reserve all rights** in and to our intellectual property. You are not granted any right or license to use the Capture AI name or any of our trademarks, logos, domain names, or other brand features without our prior written consent.
2. **License to Use the Service:** Subject to your compliance with these Terms and payment of any applicable fees, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to **access and use the Capture AI Service** for your internal business purposes. This license allows you to configure chatbots, upload

content, and embed our provided script/widget on your own website(s) as needed to deploy the chatbot, **solely as permitted by the features of the Service**. You may not: (a) copy, modify, distribute, or create derivative works based on the Service (except to the extent your own User Content is part of those works); (b) reverse engineer, decompile, or attempt to extract the source code of any software or component of the Service (except to the extent such restriction is prohibited by law); (c) remove or obscure any copyright, trademark, or other proprietary notices on the Service; or (d) use the Service or any output from the Service to create a competing product or service.

3. **Content Generated by the Service:** As part of the Service, the AI chatbot will generate responses or other content based on user queries and the knowledge base provided. **Subject to the provisions of Section 8 (AI Accuracy and Disclaimer)**, you may use, reproduce, and distribute the AI-generated content for your legitimate business purposes (for example, to assist website users, or to incorporate into your knowledge base), **at your own risk**. Note that AI-generated content might include or be derived from your User Content or public information, and while you have usage rights to it, it is provided without warranty (as detailed below). High Jump Digital does not claim ownership of content solely generated by the AI from your prompts or User Content. However, you are responsible for compliance with any intellectual property laws regarding the use of AI outputs (e.g., if an output inadvertently contains copyrighted text above a fair use threshold, you should not knowingly use it in violation of copyright law).
4. **Third-Party IP in Integrations:** If you use third-party integrations or services in conjunction with Capture AI (for example, if you connect a CRM or other software to export leads captured by the chatbot), you are responsible for having the necessary rights to use those third-party tools and for complying with their terms of service. We are not a party to any license between you and a third-party software provider, and we do not take responsibility for third-party content or IP made available through our Service except as required by law .
5. **Feedback and Suggestions:** (As noted in Section 5.8) Any Feedback you provide is entirely voluntary, and we are free to use such Feedback as we see fit, without any obligation or compensation to you. Providing feedback does not grant you any rights in the Service, even if we implement your suggestions.

8.

AI Accuracy and Disclaimer

Capture AI uses artificial intelligence (including OpenAI's GPT models and potentially other AI engines) to generate chatbot responses. **It is important to understand the inherent limitations of AI technology and agree to the following disclaimers:**

1. **AI-Generated Content Uncertainty:** The chatbot's responses are generated algorithmically based on patterns in the data it was trained on and your provided knowledge base. As a result, **the AI may occasionally produce incorrect, misleading, or inappropriate responses**, even if it often seems coherent. **We do not guarantee the factual accuracy, reliability, or quality of the answers or content that the AI provides** . The AI might also produce different answers to the same question at different times. You acknowledge that any content generated by the AI is **provided "as is"** and **for informational purposes**, and you should independently verify critical information before relying on it.
2. **No Professional Advice:** Unless explicitly marketed for such purpose (which Capture AI is not, at this time), the chatbot is **not a substitute for professional advice** (legal, medical, financial, etc.). You must not rely on AI outputs as professional counsel. If you choose to use Capture AI to provide any guidance or advice to your end-users, you do so at your own risk and responsibility.
3. **User Responsibility for AI Use: You are solely responsible for the content of your chatbot's interactions with end-users** . This includes both the information contained in your knowledge base and any AI-generated statements. While we may provide certain tools or filters to reduce harmful outputs, the AI might still generate content that is biased, erroneous, or objectionable. **You agree to supervise and review the AI's outputs as necessary** to ensure they are appropriate for your users. If you observe any problematic behavior from the AI, you should adjust your knowledge base, settings, or how you use the Service, and you can report issues to us so we can improve the system.
4. **AI Usage Policies:** You agree not to use the AI functionality in ways that violate our acceptable use rules (Section 6) or any **OpenAI usage policies** or similar rules from our AI providers, which include prohibitions on using the AI to generate disallowed content (e.g., certain violent, sexual, or hate content) . We may implement technical measures to comply with our AI providers' policies (such as filters or rate limits). You will not attempt to circumvent these measures. Violations could result in suspension of AI features or your account.
5. **No Warranty for AI Outputs:** To the maximum extent permitted by law, we **disclaim any and all warranties** relating to the AI's responses and content. **We make no warranty that the AI content will be error-free, accurate, complete, or suitable for any purpose** . The AI's availability and performance may also vary (for instance, due to third-party API outages or rate limits), and we do not guarantee any specific uptime or response time for the AI component.
6. **AI Liability Limitations: Capture AI (High Jump Digital) will not be liable for any claims or damages arising from or related to your use of the AI features, the content the AI generates, or any actions you take (or fail to take) based on the AI's**

output . This includes, without limitation, liability for any inaccuracies, errors, or omissions in the AI-generated content and any harm, loss, or damage (to you, your end-users, or any third party) resulting from use of or reliance on AI outputs . By using the Service, you acknowledge these limitations and agree to hold us harmless from liability related to the AI's operation (see also Section 10 on Limitation of Liability).

7. **End-User Disclosure:** We recommend that you inform your website visitors or end-users that they are interacting with an AI-powered chatbot. In some jurisdictions, it may be legally required to disclose that the responses are generated by AI and not a human. Compliance with such requirements is your responsibility (as the deployer of the chatbot on your site).
8. **Emergency Use:** You acknowledge that the chatbot is **not intended for emergency use** (e.g., it should not be relied upon to summon emergency services or to provide life-saving advice) . You will not encourage or configure the chatbot for such use cases. We shall not be responsible if the chatbot is used (by you or an end-user) as a means to request emergency assistance and fails to provide appropriate help.

In summary, use your best judgment and **caution** when using AI-generated content. **Always review important communications or decisions with a human in the loop.**

9.

Fees, Taxes, and Payment Terms

1. **Fees:** You agree to pay all fees specified when signing up for the Service (for example, subscription fees for your chosen Plan) and any additional usage fees that may apply (such as fees for exceeding plan limits, if applicable, or for add-on features). Fees are generally stated in GBP (British Pounds) or another specified currency, and are exclusive of any taxes unless indicated. All payments are due in the amount and currency stated at the time of purchase.
2. **Taxes:** You are responsible for any sales, use, value-added, withholding, or similar taxes or levies that apply to your subscription or use of the Service, whether domestic or foreign (collectively, "Taxes"), other than taxes on our net income. If we have the legal obligation to pay or collect Taxes for which you are responsible, we will invoice you and you agree to pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. We reserve the right to include applicable Taxes in the charge for the Service when required by law (for example, charging VAT to customers in the UK or EU as applicable).

3. **Payment Processing:** We may use third-party payment processors (e.g., Stripe, PayPal, or others) to handle billing. The processing of payments is subject to the terms and privacy policies of those payment processors, in addition to these Terms. We are not responsible for errors by the payment processor. By providing a payment method, you represent that you are authorized to use that payment method and you authorize us (and our payment processors) to charge the full amount due for the subscription or other purchase to that payment method. If your payment method is declined or if we do not receive payment, we may suspend your access to the Service until payment is received.
4. **Late Payments:** If we are unable to charge your provided payment method for any reason, we will notify you and may attempt to retry charging (for example, after a few days). If the charge remains unpaid, we reserve the right to downgrade, suspend or terminate your subscription. We may also impose a late fee or interest (at the rate of 1.5% per month, or the highest rate permitted by law, whichever is lower) on overdue amounts. You agree to reimburse us for any costs of collection (including reasonable attorneys' fees) incurred in attempting to collect unpaid amounts.
5. **Changes in Fees:** Subscription fees are subject to change. Any increase in the fees for your current subscription will be communicated to you with advance notice (for example, by email or via the Service) at least 30 days before the change takes effect, to the extent practicable. Price changes for new or additional features may occur immediately. If you do not agree with a fee change, you may cancel your subscription before the new fees apply. Continuing to use the Service after the fee change takes effect constitutes your agreement to pay the new amount.
6. **No Refunds Policy:** As noted in Section 4.2, all fees paid are non-refundable, except as required by law. We do not provide refunds or credits for partially used periods or downgrades. If you believe an error has been made in billing, you must contact us within 30 days of the billing date in question so we can review the issue; otherwise, the charge will be deemed accepted.
7. **Promotional Offers:** We may sometimes offer special promotions or discounts. Such offers are valid only for the specified term and may be subject to additional terms. After a promotional period ends, regular fees will apply. Only one promotion can be applied at a time per customer, unless explicitly stated.

10.

Disclaimer of Warranties

Capture AI is provided on an “AS IS” and “AS AVAILABLE” basis. To the fullest extent permitted by law, the Company **disclaims all warranties and representations, express or implied**, regarding the Service and its content . This includes, but is not limited to:

- **No Warranty of Accuracy or Reliability:** We do not warrant that the information or results you obtain from the Service will be accurate, reliable, or correct. Any reliance you place on information from the Service (including AI-generated content) is strictly at your own risk.
- **No Implied Warranties:** All implied warranties, including **implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement**, are expressly disclaimed . We do not guarantee that the Service will meet your specific needs or expectations.
- **Service Availability:** We do not warrant that the Service will be uninterrupted, timely, secure, or error-free . We do not guarantee that any defects or errors will be corrected, or that the Service will be free of viruses or other harmful components . While we strive for high availability and reliability, **downtime may occur** for maintenance, updates, or due to unforeseen issues.
- **No Warranty of Results:** You understand that **we make no guarantees regarding outcomes or results** from the use of the Service . For example, we do not guarantee that deploying a chatbot will increase your lead conversion or engagement to any specific degree. Any success metrics mentioned on our website or materials are for illustrative purposes and not promises of future performance.
- **Third-Party Services:** We make no warranties regarding any third-party integrations or services involved in the Service (such as the Voiceflow widget or OpenAI APIs). Your use of those third-party services may have warranties provided by the third parties, but we **provide no additional warranty** and have **no liability** for their functioning (see Section 2.2 and Section 11).
- **Beta Features:** If we offer any beta or trial features, such features are offered “as-is” without any warranties whatsoever. Beta features may be unstable, change, or be discontinued at any time.

Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you to the extent prohibited by law. In such cases, our warranties are limited to the minimum scope permitted under applicable law.

11.

Limitation of Liability

To the fullest extent permitted by applicable law, in no event shall High Jump Digital Limited (Capture AI), its affiliates, directors, officers, employees, agents, partners or licensors be liable to you or any third party for:

- **Indirect or Consequential Damages:** Any indirect, incidental, special, consequential, or punitive damages whatsoever . This includes damages for loss of profits, loss of data, loss of revenue, loss of goodwill, business interruption, or other intangible losses, even if we have been advised of the possibility of such damages.
- **Use of Service:** Any damages or losses arising from **your access to, use of, or inability to use the Service** . You assume all responsibility for any decisions you make based on information obtained through the Service.
- **Third-Party Conduct or Content:** Any conduct or content of any third party on the Service or provided through the Service . This includes content provided by other users, by the AI, or by external services. We are not liable for offensive, illegal, or otherwise wrongful conduct of any third party, chatbot output, or user.
- **Unauthorized Access: Unauthorized access to or alteration of your transmissions or content** , or any breach of data security that is not solely due to our negligence. While we strive to protect your data, you acknowledge that breaches can occur and we are not liable for damages that may result from such unauthorized access beyond our control.
- **User Content and Decisions:** Any issues arising from the content you or your end users provide, or decisions/actions you take based on the Service. You are responsible for your implementation of the chatbot and how you use the information provided by it.
- **Downtime or Errors:** Any downtime, loss of data, or failure of the Service to operate as expected. **Capture AI is not liable for any consequences of service outages or errors**, whether scheduled or unscheduled.

Maximum Liability: In any case, **our total cumulative liability to you for all claims arising out of or relating to these Terms or the Service will not exceed the amount actually paid by you to us in the twelve (12) months immediately preceding the event giving rise to the liability** (or, if you have not paid any amount, such liability shall be limited to GBP £100 or an equivalent in local currency). This limitation applies collectively to our Company and its affiliates, and to any claims of liability, be they in contract, tort, negligence, strict liability, or any other legal theory.

Exceptions: Nothing in these Terms is intended to exclude or limit liability that cannot be excluded under law – for example, liability for death or personal injury caused by our gross

negligence or willful misconduct, or for fraud or fraudulent misrepresentation. However, **to the extent that applicable law allows the exclusion or limitation of liability for certain damages, the above limitations shall apply.**

You acknowledge and agree that the **fees charged for the Service reflect the allocation of risk set forth in these Terms** and that we would not provide the Service to you without these liability limitations. This Section will survive termination of your use of the Service.

12.

Indemnification

You agree to **indemnify, defend, and hold harmless** High Jump Digital Limited (Capture AI) and its affiliates, and each of their respective officers, directors, employees, and agents (the “Indemnified Parties”), from and against any and all third-party claims, liabilities, damages, losses, and expenses (including reasonable legal fees) that arise out of or are related to: (a) **your use of the Service**, including any content you or your end users submit, post, transmit, or otherwise make available (including User Content and AI-generated content); (b) **your violation of these Terms** or of any law or regulation; (c) **your infringement or violation of any rights of another person or entity** (including intellectual property rights or privacy rights); or (d) **any activity related to your account** (including negligent or wrongful conduct by you or any person accessing the Service using your account).

We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us. You agree to cooperate with our defense of these claims and not to settle any matter without our prior written consent. We will use reasonable efforts to notify you of any such claim or demand that is subject to your indemnification obligation upon becoming aware of it.

This indemnification obligation will survive any termination or expiration of these Terms and your use of the Service.

13.

Privacy and Data Protection

Your use of Capture AI is subject to our Privacy Policy, which is hereby incorporated by reference into these Terms. The Privacy Policy details how we collect, use, store, and disclose personal information. By using the Service, you consent to the practices described in the Privacy Policy.

In operating the Service, we may process personal data on your behalf (for example, data about your end-users captured via chatbot). In such cases, you may be considered the “data controller” or equivalent under applicable data protection laws, and we are a “data processor” (service provider). We will treat personal data in User Content in accordance with our Privacy Policy and any applicable data processing agreement (DPA) that we may enter into with you. You are responsible for ensuring that you have a lawful basis to collect and process any personal data that ends up on our Service (including obtaining consents from end-users where required).

If you are in a jurisdiction with specific data protection regulations (such as the EU General Data Protection Regulation (GDPR) or UK GDPR, or California Consumer Privacy Act (CCPA)), please contact us if you need a DPA in place or have questions about how we support compliance.

We will not access or use your User Content except as necessary to provide the Service, comply with the law, or as otherwise described in these Terms and our Privacy Policy.

14.

Third-Party Services and Links

As noted, the Service may contain links to third-party websites or may allow you to integrate or interface with third-party products and services (collectively, “Third-Party Services”). Examples include embedding the chatbot on platforms, sending captured leads to a CRM or email marketing service, or using authentication via Google or other providers.

No Endorsement: These Third-Party Services are not under our control, and we are **not responsible or liable for the content, functions, accuracy, legality, or any other aspect of those services** . The inclusion of any link or integration does not imply endorsement by us.

Separate Terms: Your use of Third-Party Services may be governed by the terms and conditions of the third party providing them (for example, if you use a Google service through an integration, Google’s terms apply to that portion of use). It is your responsibility to review and comply with those terms. **Your activities on third-party platforms are subject to their own rules** , and those terms will govern your use of those services, not these Terms.

No Liability: We shall not be liable for any damage or loss caused or alleged to be caused by or in connection with your enablement, access, or use of any such Third-Party Services. If you encounter any issue with a Third-Party Service, you should contact that third-party provider.

Third-Party Code/Libraries: The Service may include or depend on certain open-source or third-party software components. Use of those components may be subject to separate license terms, which will be made available in the documentation or upon request. You agree to comply with any such license terms for third-party software that apply.

15.

Modifications to Service or Terms

1. **Changes to the Service:** We are continuously improving and evolving Capture AI. We reserve the right to **modify, update, or discontinue** the Service or any portion of it at any time, with or without notice. This may include adding or removing features, changing the user interface, implementing new technologies, or suspending the Service entirely. We will not be liable to you or to any third party for any modification, price change, suspension, or discontinuation of the Service . If a change to the Service materially reduces functionality or features of your current paid Plan, we will endeavor to inform you (for example, via email or an in-dashboard notification) in advance.
2. **Changes to Terms:** We may revise or update these Terms from time to time. If we make material changes, we will provide notice to you by posting the updated Terms on our website and updating the “Last Updated” date at the top, and/or by sending an email to the address associated with your account. **It is your responsibility to review these Terms periodically** for any changes. Updated Terms are effective as of the time of posting (or a later date if specified in the notice) and will apply to your use of the Service from that point forward. **By continuing to use the Service after updated Terms are in effect, you agree to be bound by the revised Terms.** If you do not agree to the new Terms, you must stop using the Service and, if applicable, cancel your subscription.
3. **Emergency Changes:** In some cases, such as to comply with law or address an urgent situation, we may not be able to provide advance notice of changes. We reserve the right to make such immediate changes without prior notice. We also reserve the right to impose limits on certain features or restrict access to parts or all of the Service without notice or liability.

16.

Governing Law and Jurisdiction

These Terms and any dispute arising out of or related to these Terms or the Service will be **governed by the laws of England and Wales, excluding** its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980) does not apply to these Terms.

Jurisdiction: You and the Company agree that any judicial proceedings (other than small claims actions) must be brought in the courts of competent jurisdiction in England. You consent to venue and personal jurisdiction in such courts, and waive any objection that such courts are

an inconvenient forum. However, we reserve the right to seek injunctive relief in any jurisdiction if necessary to prevent an imminent harm (for example, intellectual property infringement).

If you are a consumer residing outside of the UK, you may have additional rights or remedies under the mandatory consumer protection laws of your country of residence, which **will apply to you to the extent those laws are applicable and cannot be waived by contract**. These Terms are not intended to limit your rights under those laws where applicable.

Specific Performance: You acknowledge that a breach of certain sections of these Terms (such as misuse of our intellectual property or breach of confidentiality) may result in irreparable harm to us for which damages would not be an adequate remedy. In the event of such a breach or threatened breach, we shall be entitled to seek injunctive or equitable relief (in addition to any other remedies at law) in any court of competent jurisdiction.

17.

Dispute Resolution

(Optional – If the Company desires an arbitration clause or specific dispute resolution, it should be included. Otherwise, this section can be kept simple or omitted in favor of relying on the court system as per Section 16.)

For the sake of a comprehensive Terms, we include a brief mention: Most concerns or disputes can be resolved through our support team. If you have an issue with the Service, we encourage you to contact us first to seek an amicable resolution.

If a dispute arises that cannot be resolved informally, and **unless prohibited by applicable law**, you agree that any claim, dispute, or controversy arising out of or relating to these Terms or the use of the Service shall be resolved **exclusively by final and binding arbitration**, under the rules of a recognized arbitration body in the UK (such as the London Court of International Arbitration (LCIA)), conducted in English by a single arbitrator. **By agreeing to arbitration, you and we each waive the right to a trial by jury** or to participate in a class action.

Opt-out: You may opt out of this arbitration agreement by notifying us in writing within 30 days of first accepting these Terms, stating your intention to opt out of arbitration (include your name and account info). If you do so, or if this arbitration clause is deemed unenforceable, you agree that any claim must be brought in the courts specified in Section 16.

(The above arbitration clause is provided as an example. If High Jump Digital prefers not to include arbitration, this section could simply be omitted or state that disputes will be handled in court. Ensure this aligns with the Company's dispute resolution policy.)

18.

Miscellaneous

1. **Entire Agreement:** These Terms, together with our Privacy Policy and any other legal notices or guidelines we provide regarding the Service, constitute the **entire agreement** between you and High Jump Digital Limited (Capture AI) with respect to the Service, and supersede all prior or contemporaneous oral or written understandings and agreements regarding the same subject matter . Any additional or different terms proposed by you (for example, in a purchase order) are rejected unless expressly agreed to in writing by an authorized representative of Company.
2. **Severability:** If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the remaining provisions of these Terms will remain in full force and effect . The invalid provision will be deemed modified to the least degree necessary to remedy the invalidity while retaining the original intent.
3. **Waiver:** Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of that right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by an authorized representative of High Jump Digital. No waiver of any breach of any provision of these Terms is a waiver of any subsequent breach, and no course of dealing between you and us or any trade practice shall modify these Terms.
4. **Assignment:** You may not assign or transfer these Terms or any of your rights or obligations hereunder, in whole or in part, without our prior written consent. Any attempted assignment in violation of this provision is void. We may freely assign or transfer these Terms (for example, in the event of a merger, acquisition, corporate reorganization, or sale of assets, or by operation of law) without notice to you. These Terms shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **No Third-Party Beneficiaries:** These Terms are for the benefit of you and us. Except as expressly provided in these Terms, nothing in these Terms is intended to confer any rights or remedies on any third party, whether as a third-party beneficiary or otherwise.
6. **Force Majeure:** We will not be liable for any failure or delay in our performance of any obligation under these Terms due to events beyond our reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, flood, accidents, strikes, pandemics, or shortages of transportation, facilities, fuel, energy, labor, or materials. If such an event occurs, we will make reasonable efforts to mitigate its effects and perform our obligations as soon as feasible.
7. **Notices:** We may provide notices or communications to you by email to the address associated with your account, by posting on the Capture AI website or within the user

dashboard, or through any other reasonable means. You are responsible for keeping your contact information up-to-date. Official notices to us should be sent to our business address provided above, with a copy to any email address designated for legal notices (if provided on our website), unless we specify an updated contact method.

8. **Relationship of Parties:** You and the Company are independent contractors, and nothing in these Terms shall be construed to create a partnership, joint venture, employment, or agency relationship. Neither party has any authority to bind the other or to incur any obligation on the other's behalf.
9. **Headings:** The section titles in these Terms are for convenience only and have no legal or contractual effect.
10. **Language:** These Terms are written in English. If these Terms are translated into another language and there is a discrepancy between the English text and the translated text, the English text will prevail to the extent not prohibited by local law in your jurisdiction.

19.

Contact Information

If you have any questions, concerns, or feedback about these Terms or the Service, please contact us:

High Jump Digital Limited (Capture AI)

Address: 71–75 Shelton Street, Covent Garden, London, WC2H 9JQ, United Kingdom.

Email: support@cptr.ai

Website: <https://cptr.ai>

We will do our best to respond to inquiries in a timely manner . Your feedback is important to us and we welcome your input on how to improve our services.

By using or continuing to use the Capture AI platform, you acknowledge that you have read, understood, and agree to these Terms of Service. Thank you for trusting Capture AI with your chatbot needs! We look forward to helping you engage your audience with cutting-edge AI solutions.

