

# Terms of Service

KVBits LLC, DBA Ocklet · Last updated: March 31, 2026

These Terms of Service ("Terms") constitute a legally binding agreement between you ("you" or "Customer") and KVBits LLC, doing business as Ocklet ("Ocklet", "we", "us", or "our"). By accessing or using the Ocklet AI voice receptionist service (the "Service"), you agree to be bound by these Terms.

## 1. SERVICE DESCRIPTION

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Ocklet provides an AI-powered voice receptionist service for small businesses. The Service answers inbound phone calls, captures leads, books appointments, and provides information to callers on your behalf, 24 hours a day, 7 days a week. The Service is provided as a software-as-a-service subscription.

## 2. SUBSCRIPTION PLANS & BILLING

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The Service is offered on a monthly or annual subscription basis. Current pricing tiers are:

- **Starter — \$149/month:** 300 included minutes per billing period; \$0.50/min overage.
- **Growth — \$299/month:** 800 included minutes per billing period; \$0.45/min overage.
- **Pro — \$499/month:** 1,200 included minutes per billing period; \$0.40/min overage.

Annual billing is available at a discounted rate equivalent to two months free. A one-time setup fee applies per tier and is disclosed at the time of sign-up. All fees are in US Dollars and billed via Stripe. Overage charges are calculated at the end of each billing period and applied to your next invoice.

## 3. CANCELLATION & REFUNDS

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You may cancel your subscription at any time through your dashboard or by contacting our support team. Cancellation takes effect at the end of your current billing period — your AI receptionist will continue operating until that date. We do not provide refunds for partial billing periods or unused included minutes.

## 4. ACCEPTABLE USE

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You agree not to use the Service to:

- Engage in any illegal activity or facilitate illegal acts
- Misrepresent your identity, business, or the nature of your services to callers
- Deceive, defraud, or cause harm to any person
- Violate any applicable local, state, national, or international law or regulation
- Interfere with or disrupt the integrity or performance of the Service or its infrastructure

Violation of this section may result in immediate suspension or termination of your account without refund.

## **5. SERVICE AVAILABILITY**

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We strive to maintain high availability of the Service, but we do not guarantee uninterrupted access or a specific uptime percentage. The Service is provided on a best-effort basis. Planned maintenance will be communicated in advance where possible. We are not liable for losses resulting from temporary unavailability or service interruptions outside our reasonable control.

## **6. INTELLECTUAL PROPERTY**

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Ocklet retains all intellectual property rights in the Service, including its software, AI systems, platform infrastructure, and branding. You retain all ownership rights to your business data, including caller information, business content, and configurations you provide to set up your AI receptionist.

## **7. LIMITATION OF LIABILITY**

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To the fullest extent permitted by applicable law, Ocklet's total cumulative liability to you for any claims arising out of or related to these Terms or the Service shall not exceed the total fees you paid to Ocklet in the three (3) calendar months immediately preceding the event giving rise to the claim. In no event shall Ocklet be liable for any indirect, incidental, special, consequential, or punitive damages, including lost profits or lost data.

## **8. DISCLAIMERS**

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The Service is provided "as is" and "as available" without warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. AI-generated responses may occasionally be inaccurate, incomplete, or inappropriate for the context. The Service is not intended as a substitute for human judgment in critical, medical, legal, financial, or emergency situations. You are solely responsible for configuring the Service appropriately for your business and for the accuracy of the information you provide to it.

## 9. GOVERNING LAW

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These Terms shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict of law provisions. Any disputes arising under or in connection with these Terms shall be resolved exclusively in the state or federal courts located in the State of Utah, and you consent to personal jurisdiction in those courts.

## 10. CHANGES TO THESE TERMS

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We reserve the right to modify these Terms at any time. For material changes, we will provide at least 30 days' advance notice by email to the address associated with your account. Your continued use of the Service after the effective date of the revised Terms constitutes your acceptance of the changes.

## 11. CONTACT US

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

KVBits LLC, DBA Ocklet

[support@ocklet.com](mailto:support@ocklet.com)