

# Response Authority Service Agreement

This Service Agreement (the “**Agreement**”) is entered into by and between **Propulsion Growth Solutions, LLC**, a Colorado limited liability company, doing business as **Response Authority** (the “**Service Provider**”), and the subscribing law firm or attorney (the “**Client**”). This Agreement governs the Client’s use of Response Authority’s AI-powered Missed Call Receptionist Service (the “**Service**”). By signing up for or using the Service, the Client agrees to the terms of this Agreement. Both parties acknowledge sufficient consideration for this Agreement’s enforceability.

## 1. Service Scope

The Service is an AI-driven virtual receptionist that will the Client’s missed telephone calls. It performs various administrative call-handling tasks to assist the Client’s law practice. **The Service includes the following features:**

- **Call Answering:** The Service automatically answers incoming calls that the Client misses or does not pick up. It greets callers promptly and identifies the law firm, providing a professional first response.
- **Information Collection:** The Service engages callers in a scripted AI conversation to collect relevant information such as the caller’s name, contact details, and reason for calling, and can provide basic, pre-approved information about the law practice (e.g. office hours, location, areas of practice).
- **Call Forwarding/Transfer:** If configured properly by the Client, the Service is capable of forwarding calls or transfer callers to a designated phone line (for example, to a specific attorney or staff member) when certain criteria are met (such as an urgent matter or VIP client). Otherwise, it will take a message.
- **Scheduling Appointments:** The Service can assist with appointment scheduling. It may offer callers available time slots or gather preferred callback times and schedule consultations according to the Client’s guidelines. (If direct calendar integration is not available, the Service will relay scheduling requests to the Client for confirmation.)
- **Automated Workflows & Follow-Up:** The Service can trigger automated workflows following a call. For example, it may send the caller a follow-up text or email thanking them or providing additional information and send notifications or tasks internally (e.g. logging the call in a CRM or alerting a staff member) as configured by the Client.
- **Notifications & Transcripts:** The Service promptly notifies the Client of each call via the Client’s chosen communication method (such as email or text). A written transcript or summary of the call is provided to the Client for every answered call, along with the caller’s contact information, so that the Client has a record of the interaction. (No audio recordings are stored – calls are documented in text form only, which is emailed or made available on a dashboard.)

**Outside Scope / Limitations:** The Client understands that any functionality not expressly listed above is outside the scope of the Service. In particular, the Service will **not provide legal advice or opinions** to callers. The AI receptionist is not a lawyer and does not engage in the practice of law; it will only perform the administrative tasks described in this Agreement. All legal consultations, advice, or guidance to callers remain the sole responsibility of the Client. The Service also does not guarantee any specific outcomes or that it will capture every potential client. The Client is responsible for following up with callers for substantive legal matters as needed. The Client further acknowledges that **certain sensitive information** (such as Social Security numbers, financial account details, or health information) should not be collected through the Service, and the Service is not intended to handle such sensitive data.

## **2. Liability & Limitations**

**2.1 No Warranties:** The Service is provided on an “as is” and “as available” basis. To the fullest extent permitted by law, the Service Provider makes no warranties or guarantees of any kind, whether express or implied. All implied warranties of merchantability, fitness for a particular purpose, accuracy, and non-infringement are expressly disclaimed. The Service Provider does not warrant that the Service will be error-free, uninterrupted, or perfectly meet the Client’s needs, and the Client accepts that some errors or downtime may occur as part of using a new technology platform.

**2.2 No Legal Liability for Missed or Erroneous Messages:** The Service Provider shall not be responsible or liable for any consequences arising from missed calls, miscommunications, or errors in messages. **Under no circumstances will the Service Provider be liable for any loss, damage, or legal consequences resulting from:** (a) the AI receptionist failing to answer a call or a call being dropped; (b) any error, omission, or misinterpretation in the information relayed by the Service (e.g., if the AI misunderstands a caller or transcribes something incorrectly); or (c) any delay or failure in forwarding call information to the Client. The Client acknowledges that using an AI-based service involves some risk of misunderstanding or technical error and **agrees that the Service Provider is not providing a guaranteed communications service.** In particular, the Service Provider will not be liable for any legal malpractice claims, missed deadlines, lost client opportunities, or other legal or financial consequences that may result from a call not being handled or communicated perfectly by the Service.

**2.3 Client’s Responsibility to Review Transcripts:** The Client understands and agrees that it will receive a transcript or summary of each call, and it is the Client’s responsibility to promptly review those call transcripts/messages and take appropriate action. The Client (**and not the Service Provider**) is responsible for following up with callers, calendaring any appointments or deadlines mentioned, and otherwise making professional judgments based on the information from the Service. Because the Client has access to the content of every call, the Client is in the best position to catch any errors or omissions in the AI’s transcription or handling of a call. The Client assumes all risk of using the information

provided by the Service and agrees that it will not rely on the Service as the sole means of capturing critical information.

**2.4 Limitation of Liability:** To the maximum extent permitted by law, the Service Provider's total liability to the Client for any and all claims arising from or related to this Agreement, or the Service is capped at the amount of fees the Client paid to the Service Provider in the 12 months immediately preceding the event giving rise to the claim. This means that in no case will the Service Provider's aggregate liability exceed the total subscription fees paid by the Client for the past year of Service (or for the actual duration of Service if less than one year). Furthermore, the Service Provider shall not be liable for any indirect, incidental, special, or consequential damages (including lost profits, lost business opportunities, loss of data, or reputational harm) even if advised of the possibility of such damages. These limitations apply to any claim under any legal theory (contract, tort, negligence, strict liability, etc.), and they apply even if any limited remedy herein is found to fail of its essential purpose. The pricing of the Service reflects this allocation of risk between the parties.

**2.5 Acknowledgment of New Technology:** The Client acknowledges that the Service utilizes a relatively new AI technology, and as such, there may be unforeseen issues or learning curves as the technology evolves. The Client accepts these risks and agrees that the Service's innovative nature is part of the bargain. The Service Provider will use commercially reasonable efforts to ensure the Service is reliable, but the Client agrees to cooperate and provide feedback as needed to help improve the Service. The Client's acceptance of this Agreement signifies its understanding that the Service might not perform at the level of a human receptionist in every instance, and the Client agrees to exercise its own judgment in relying on the Service's output.

### 3. Subscription & Billing

The Service is provided on a subscription basis. The following terms apply to subscriptions, fees, and cancellations:

- **Plan Options:** The Client may subscribe to the Service on a monthly term or on an annual term. An **annual subscription** may be offered at a discounted rate compared to the monthly price (in exchange for a commitment to a full year of service). The chosen plan (monthly vs. annual) will be specified when the Client enrolls.
- **Billing and Payment:** Subscription fees are billed in advance. For a monthly plan, the fee is charged **monthly** (each month's fee is charged at the beginning of that month's service period). For an annual plan, the entire year's fee is charged **up-front** at the start of the annual term (or may be billed in equal annual installments if agreed). The Client authorizes the Service Provider to charge the provided payment method automatically for each renewal period unless and until the subscription is canceled in accordance with this Agreement. All fees are stated and payable in U.S. dollars and are exclusive of any taxes; the Client is responsible for any applicable sales, use, or similar taxes (if any).

- **Auto-Renewal: Subscriptions will automatically renew** at the end of each subscription term. A monthly subscription will renew for successive one-month periods, and an annual subscription will renew for successive one-year periods, unless the Client gives a timely cancellation notice as described below. The Service Provider will continue to charge the Client's payment method for each renewal until the subscription is properly canceled. The Client agrees that recurring charges may be processed without additional authorization unless the Client has canceled the subscription.
- **Cancellation by Client:** The Client may cancel its subscription at any time by providing notice of cancellation to the Service Provider (for example, via the account dashboard or by contacting customer support). For **monthly subscribers**, cancellation will take effect at the **end of the then-current monthly billing cycle**. The Client will not be charged for any month following the month of cancellation, but the Client will not receive a refund for any days remaining in the billing cycle at the time of cancellation (service will continue through the period that has been paid). For **annual subscribers**, cancellation will prevent the annual subscription from renewing for the next year; if the Client elects to terminate an annual subscription before the year is over, the Service will continue to be available to the Client until the end of the **paid year, but no pro-rated refund** will be given for the unused portion of the term (subject to the money-back guarantee below). Early termination of an annual plan waives any discounted pricing—if the Service Provider, in its discretion, allows an early termination with a partial refund, the used months will be recalculated at the standard monthly rate before determining any refund.
- **100% Money-Back Guarantee (First 30 Days):** The Service Provider offers a **one-time** satisfaction guarantee for new annual subscriptions. **If the Client is not completely satisfied within the first 30 days of an annual subscription, the Client may cancel within that 30-day period and receive a full refund of the annual fee.** This guarantee applies only to the first 30 days of the initial annual term for a new Client. To invoke the guarantee, the Client must notify the Service Provider of cancellation within 30 calendar days of starting the Service. The Service Provider will process the refund promptly (generally within 48 hours of the request). **After the 30-day period, the annual subscription is considered fully earned and no refunds will be issued** if the Client cancels before the term ends. Monthly subscriptions are not subject to a refund guarantee, as they carry no long-term commitment; however, the Client can cancel a monthly plan at any time to stop the next payment, as described above.
- **Termination or Suspension by Provider:** The Service Provider reserves the right to suspend or terminate the Service if the Client fails to pay subscription fees when due or otherwise breaches a material term of this Agreement. In the event of termination by the Service Provider due to the Client's breach or non-payment, the Client will not be entitled to any refund for the remaining period of a prepaid subscription. The Service Provider may also terminate the subscription (and this Agreement) at the end of any billing cycle by providing at least 30 days' advance notice to the Client, in which case the Client will not be charged for any period after the termination effective date

(and if an annual fee was paid, a pro-rata refund will be provided for the unused portion of the term).

## 4. Confidentiality and Data Use

**4.1 Confidential Information:** Each party may disclose or make available to the other party certain non-public, sensitive information in the course of using or providing the Service. This includes, for example, the content of phone calls and messages handled by the Service, personal information about the Client's callers, the Client's business information and call handling instructions, as well as any proprietary technology or analytics of the Service Provider. All such information, to the extent it is not publicly known, shall be deemed "**Confidential Information**" of the disclosing party. The receiving party agrees to use the disclosing party's Confidential Information only for the purposes of this Agreement and to not disclose it to any third party except as permitted herein. The Service Provider agrees that it will treat the content of calls and any client or caller data as Confidential Information of the Client. Likewise, the Client agrees not to disclose any pricing or non-public features of the Service, or other proprietary information of the Service Provider, to any third party without consent.

**4.2 Data Privacy and Security:** The Service Provider will implement reasonable administrative, physical, and technical safeguards to protect the confidentiality and security of call data and personal information collected through the Service. Information provided by callers (such as names, contact information, and call transcripts – collectively, "Call Data") will be collected and stored in accordance with the Service Provider's privacy policy and data retention practices. The Service Provider represents that it **does not share personally identifying call information with any third parties** except as needed to provide the Service or if required by law. Call Data is retained only as long as necessary to fulfill the Service's functions (for example, to send the transcript to the Client and for a reasonable backup period), after which it is either deleted or archived in a secure manner. The Service Provider will not sell or publish the Client's Call Data. In delivering transcripts or notifications via email or text, the Service Provider will use encryption or secure channels where practicable, but the Client understands that once the information is sent to the Client's systems (e.g. to an email address provided by the Client), maintaining its confidentiality and security is beyond the Service Provider's control. The Client is responsible for keeping its own access credentials secure and for protecting the confidentiality of any call transcripts or messages once received.

**4.3 Consent to AI Training and Quality Assurance:** The Client acknowledges and agrees that the Service involves the use of artificial intelligence algorithms which may require ongoing training and refinement. **The Client consents to the Service Provider's use of the Client's Call Data (including call transcripts) for the purposes of improving the Service's AI models, refining automated workflows, and conducting quality assurance.** This may include review of transcripts (and related call information) by the Service Provider's internal team or authorized contractors/data processors, solely to debug, train, and

enhance the system's performance. The Service Provider will ensure that any personnel or contractors who review call transcripts are bound by confidentiality obligations and that Call Data used for AI training is handled securely. Any use of real call transcripts for AI training will be limited to internal use – the Service Provider will not disclose the content of the Client's calls to any outside party other than as aggregated or anonymized data that does not identify the Client or any individual. By using the Service, the Client (which may include an attorney or law firm) confirms that it has obtained any necessary consents from its staff and callers to allow the recording and processing of calls and the use of call transcripts as described. The Client will not argue that such processing by the Service Provider violates any duty of confidentiality or privacy owed by the Client to its callers, as the Client is expressly authorizing it through this Agreement.

**4.4 Attorney-Client Privilege:** The Client understands that callers may disclose information in calls that could be confidential or subject to attorney-client privilege. The Client agrees that it is solely responsible for determining how the use of this Service might affect privilege or confidentiality with respect to its own clients. The Service Provider is a third-party service provider assisting with intake; to the extent applicable, the Client will treat the Service Provider as a privileged agent for the limited purpose of preserving confidentiality of communications and will notify callers accordingly if required by professional responsibility rules. The Service Provider, for its part, will not voluntarily disclose call transcripts or content to any third party (other than for internal use as described above) and will resist any legal demands for such information to the extent reasonably possible, to help protect the confidentiality of the Client's communications. However, the Client acknowledges that using a third-party AI service for client communications could carry some risk to confidentiality, and the Client consents to that risk by choosing to use the Service.

## **5. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, U.S.A., without regard to its conflict of laws principles. The Client acknowledges that the Service Provider resides in Colorado, and the choice of Colorado law is a material term of this Agreement.

## **6. Dispute Resolution**

In order to promptly and cost-effectively resolve any disputes that may arise, the parties agree to the following dispute resolution process:

**6.1 Mediation:** In the event of any dispute, claim, or controversy arising out of or relating to this Agreement or the Service, the parties will first attempt in good faith to resolve the matter informally. If they are unable to do so, they agree to consider **mediation**. Either party may initiate a non-binding mediation by providing written notice to the other party. The mediation will be conducted by a neutral third-party mediator mutually selected by the parties (or, if they cannot agree, by a mediation service) in Denver, Colorado, or another location (or via

videoconference) agreed upon by both. Each party will bear its own costs of mediation and share the mediator's fees equally. Mediation is not mandatory under this Agreement, but it is strongly encouraged as a first step before arbitration.

**6.2 Arbitration:** Any dispute that cannot be resolved by mutual agreement (with or without mediation) shall be resolved through binding arbitration. The parties agree that all claims or controversies arising out of or relating to this Agreement, or the breach thereof, shall be submitted to final and binding arbitration in Denver, Colorado, pursuant to the Commercial Arbitration Rules of the American Arbitration Association (AAA). The arbitration will be conducted before a single neutral arbitrator. If the parties cannot agree on an arbitrator within 30 days of the arbitration demand, then either party may request AAA to appoint the arbitrator. The arbitrator shall have the authority to award any relief that a court of competent jurisdiction could award, including injunctive and equitable relief. **Judgment upon the arbitration award may be entered in any court of competent jurisdiction.** Except as may be required by law, neither party nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties. **Each party will bear its own attorneys' fees and costs,** and the parties will split the arbitrator's fees and any administrative costs of arbitration, unless the arbitrator decides otherwise or applicable law requires a different allocation. The parties agree that this arbitration clause is governed by the Federal Arbitration Act, 9 U.S.C. §1 et seq., and that **any dispute as to the enforceability of this arbitration agreement (or any part thereof) shall be decided by the arbitrator.**

**6.3 Waiver of Court and Jury:** By agreeing to arbitration, the parties each **waive their rights to have disputes resolved in court by a judge or jury,** except to the extent provided in Section 6.4 below. The arbitration will be the exclusive method of dispute resolution between the parties for any matter covered by this clause. The parties also waive any right to bring or participate in any class or collective action against the other with respect to claims arising under this Agreement, as any arbitration will be conducted only on an individual, not class-wide, basis.

**6.4 Exception – Injunctive Relief:** Notwithstanding the above, either party may seek temporary injunctive relief or a restraining order in a court of law if necessary to prevent immediate and irreparable harm (for example, to protect intellectual property or Confidential Information) while awaiting the appointment of an arbitrator. Such an action shall not waive the right to arbitration of the underlying dispute. Additionally, a court may be approached to enforce an arbitration award or to obtain judicial confirmation of the award, if necessary.

## **7. Modification of Terms**

The Service Provider reserves the right to modify or update the terms of this Agreement at any time, **provided that the Service Provider gives the Client prior notice of any material changes.** Notice of changes may be given via email to the Client's contact email on file, via

conspicuous posting within the Service Provider's online platform, and/or by other reasonable means. The notice will designate a date (at least 15 days from the notice, unless a longer period is required by law) when the updated terms become effective. **If the Client objects to any such changes, the Client must stop using the Service and may terminate the Agreement before the effective date of the new terms (in which case, if the Client is on an annual plan and the change is material and adverse to the Client, the Service Provider will allow the Client to cancel with a pro-rata refund for the remaining term).** Continued use of the Service after the effective date of updated terms will constitute the Client's acceptance of the changes. Non-material updates (such as clarifications or corrections) may be effective immediately upon posting, at the Service Provider's discretion, but the Service Provider will not retroactively materially reduce the Client's rights without notice. The Service Provider will always indicate the "Last Updated" date of the Agreement for reference. It is the Client's responsibility to review any notices of changes and the current Agreement terms. The Service Provider shall not enforce a material change to this Agreement against the Client retroactively or in a way that materially impacts the Client's usage of a paid-for term without offering the Client a right to terminate.

## **8. Miscellaneous**

**8.1 Entire Agreement:** This Agreement constitutes the entire agreement between the Service Provider and the Client with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, or representations (whether oral or written) regarding the Service. The parties acknowledge that they are not relying on any promise, guarantee, or representation not expressly set forth in this Agreement. No amendment or modification of this Agreement will be binding unless in writing and signed by both parties, except that the Service Provider may update this Agreement as described in Section 7 above.

**8.2 Severability:** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, that provision shall be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect. The parties agree that any invalid or unenforceable provision shall be deemed modified to the extent necessary to render it valid and enforceable, reflecting as closely as possible the original intent of the parties.

**8.3 Waiver:** No waiver of any breach or default by either party shall be deemed a waiver of any preceding or subsequent breach or default. A party's failure or delay to enforce any term or exercise any right under this Agreement does not constitute a waiver of that term or right. Any waiver of any provision of this Agreement will be effective only if in writing and signed by the waiving party.

**8.4 Independent Contractor:** The Service Provider is an independent contractor in the performance of this Agreement. Nothing in this Agreement is intended to, or shall be deemed to, create a partnership, joint venture, or employment relationship between the



Service Provider and the Client. Neither party is an agent of the other, and neither has any authority to make any contract, representation, or commitment on behalf of the other.

**8.5 Assignment:** The Client may not assign or transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the Service Provider (such consent not to be unreasonably withheld). The Service Provider may assign this Agreement, in whole or in part, to an affiliate or successor entity (for example, in connection with a merger, acquisition, or sale of assets) by providing notice to the Client. This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

**8.6 Notices:** Except for routine operational communications (which may be sent by email or through the Service interface), any formal notices under this Agreement should be sent in writing to the parties at the addresses specified in the Service Order or otherwise on record. Notices shall be deemed given: (a) if delivered personally or by courier, upon receipt; (b) if mailed by certified mail, three business days after deposit in mail; or (c) if by email, upon confirmation of receipt (or, if no confirmation, the next business day after sending, provided no bounce-back or error message was received).

**8.7 No Third-Party Beneficiaries:** This Agreement is for the benefit of the Service Provider and the Client only. No third party shall have any rights to enforce any term of this Agreement, except as expressly provided (for example, indemnified parties under any indemnification clause, if included, would have rights).

**8.8 Headings:** Section headings in this Agreement are for convenience only and have no legal or contractual effect.

**8.9 Authority:** Each person accepting or signing this Agreement represents and warrants that they have the legal authority to bind the party on whose behalf they are acting. If the Client is a law firm or corporate entity, the individual agreeing to this Agreement on its behalf certifies that he or she has authority to do so.

**8.10 Execution & Counterparts:** This Agreement may be executed electronically or by written signature. An electronic acceptance (such as checking "I Agree" or signing via e-signature service) or a scanned executed copy of this Agreement shall be deemed an original and fully enforceable. The Agreement may be executed in counterparts, which together will constitute one and the same instrument.

*By agreeing to these terms, the Client acknowledges that it has read and understood this Service Agreement and agrees to be legally bound by its provisions. This Agreement is effective as of the date of the Client's electronic purchase date.*