



# Convo's Terms of Service

From everyone at Convo, thank you for using our products! We build them to help you grow your business, so it's important for us to put in place some Terms of Service to help keep the ship afloat.

When we say “Company”, “we”, “our”, or “us” in this document, we are referring to Ding.Bot Pty Ltd (trading as Convo Technologies).

When we say “Services”, we mean any product created and maintained by Ding.Bot Pty Ltd. That includes all versions of Convo, whether delivered within a web browser, desktop application, mobile application, or another format.

We may update these Terms of Service in the future. Whenever we make a significant change to our policies, we will send you an email to inform you of updates.

When you use our Services, now or in the future, you are agreeing to the latest Terms of Service. That's true for any of our existing and future products and all features that we add to our Services over time. There may be times where we do not exercise or enforce any right or provision of the Terms of Service; in doing so, we are not waiving that right or provision. These terms do contain a limitation of our liability.

If you violate any of the terms, we may terminate your account. That's a broad statement and it means you need to place a lot of trust in us. We do our best to deserve that trust by being open about who we are, how we work, and keeping an open door to your feedback at [hello@convo.bot](mailto:hello@convo.bot).

## Account Terms

---

1. You are responsible for maintaining the security of your account and password. The Company cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
2. You may not use the Services for any purpose outlined here:
  - **Child exploitation, sexualization, or abuse:** We don't tolerate any activities that create, disseminate, or otherwise cause child abuse.

Keep away and stop. Just stop.

- **Doxing:** If you are using Convo products to share other peoples' private personal information for the purposes of harassment, we don't want anything to do with you.
  - **Infringing on intellectual property:** You can't use Convo products to make or disseminate work that uses the intellectual property of others beyond the bounds of fair use.
  - **Malware or spyware:** Code for good, not evil. If you are using our products to make or distribute anything that qualifies as malware or spyware — including remote user surveillance — begone.
  - **Phishing or otherwise attempting fraud:** It is not okay to lie about who you are or who you affiliate with to steal from, extort, or otherwise harm others.
  - **Spamming:** No one wants unsolicited commercial emails or text messages. We don't tolerate folks (including their bots) using Convo products for spamming purposes. If your emails or text messages don't pass any anti-spam law, it's not allowed.
  - **Violence, or threats thereof:** If an activity qualifies as violent crime in Australia or where you live, you may not use Convo products to plan, perpetrate, or threaten that activity.
3. You are responsible for all content posted and activity that occurs under your account. That includes content posted by others who either: (a) have access to your login credentials; or (b) have their own logins under your account.
  4. You must be a human. Accounts registered by "bots" or other automated methods are not permitted.

## Payment, Refunds, and Plan Changes

---

1. If you are using a free version of one of our Services, it is really free! Just like for customers who pay for our Services — we do not sell your data.
2. For paid Services that offer a free trial, we explain the length of trial when you sign up. After the trial period, you need to pay in advance to keep using the Service. If you do not pay, we will freeze your account and it will be inaccessible until you make payment. If your account has been frozen

for a while, we will queue it up for auto-cancellation. See the Cancellation and Termination section below for more details.

3. If you are upgrading from a free plan to a paid plan, we will charge your card immediately and your billing cycle starts on the day of upgrade. For other upgrades or downgrades in plan level, the new rate starts from the next billing cycle.
4. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Where required, we will collect those taxes on behalf of the taxing authority and remit those taxes to taxing authorities. Otherwise, you are responsible for payment of all taxes, levies, or duties.
5. Bad refund policies are infuriating. You feel like the company is just trying to rip you off. We never want our customers to feel that way, so our refund policy is simple: If you're ever unhappy with our products for any reason, just contact us at **hello@convo.bot**, tell us what's up, and we'll work with you to make sure you're happy.

## Cancellation and Termination

---

1. You are solely responsible for properly canceling your account. To cancel your account, contact your account manager or email us with a cancellation request at **hello@convo.bot**. You will receive a confirmation that your account has been cancelled within 48 hours.
2. All of your content will be inaccessible from the Services immediately upon cancellation. Make sure you download everything you want to keep beforehand. If you need help exporting your data, contact us at **hello@convo.bot**.
3. If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately, and you will not be charged again. We do not automatically prorate unused time in the last billing cycle.
4. We have the right to suspend or terminate your account and refuse any and all current or future use of our Services for any reason at any time. Suspension means you and any other users on your account will not be able to access the account or any content in the account. Termination will furthermore result in the deletion of your account or your access to your account, and the forfeiture and relinquishment of all content in your account. We also reserve the right to refuse the use of the Services to

anyone for any reason at any time. In practice, this generally means we will cancel your account without notice if we have evidence that you are using our products to engage in abusive behaviour. There are some things we staunchly stand against and this clause is how we exercise that stance. For more details, see the Account Terms section above.

5. Verbal, physical, written or other abuse (including threats of abuse or retribution) of Company employee or officer will result in immediate account termination.

## **Modifications to the Service and Prices**

---

1. Sometimes we might decide it's best to redesign or discontinue a feature or a part of our Services. We reserve the right at any time to modify or discontinue, temporarily or permanently, any part of our Services with or without notice. However, in practice we aim to give at least 30 days notice and will notify you via the email address on record.
2. Sometimes we change the pricing structure for our products. When we do that, we tend to exempt existing customers from those changes. However, we may choose to change the prices for existing customers. If we do so, we will give at least 30 days notice and will notify you via the email address on record. We may also post a notice about changes on our websites or the affected Services themselves.

## **Uptime, Security, and Privacy**

---

1. Your use of the Services is at your sole risk. We provide these Services on an "as is" and "as available" basis. We do not offer service-level agreements for our Services, but do take uptime of our applications seriously.
2. We reserve the right to temporarily disable your account if your usage significantly exceeds the average usage of other customers of the Services. Of course, we'll reach out to the account owner before taking any action except in rare cases where the level of use may negatively impact the performance of the Service for other customers.
3. We take measures to protect and secure your data through backups, redundancies, and encryption. We enforce encryption for data transmission

from the public Internet. There are some edge cases where we may send your data through our network unencrypted.

4. When you use our Services, you entrust us with your data. We take that trust to heart. You agree that Convo may process your data as described in our [Privacy Policy](#) and for no other purpose. We as humans can access your data for the following reasons:
  - **To help you with support requests you make.** We'll ask for express consent before accessing your account.
  - **To safeguard Convo.** We'll look at logs and metadata as part of our work to ensure the security of your data and the Services as a whole. If necessary, we may also access accounts as part of an abuse report investigation.
  - **To the extent required by applicable law.** As an Australian company with all data infrastructure located in Australia, we only preserve or share customer data if compelled by an Australian government authority with a legally binding order. If a non-Australian authority approaches Convo for assistance, our default stance is to refuse unless the order has been approved by the Australian government, which compels us to comply through procedures outlined in an established mutual legal assistance treaty or agreement mechanism.
5. We use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Services. For a full list of all subprocessors who handle personal data, please email us at **hello@convo.bot**.
6. We process any data you share with us only for the purpose you signed up for and as described in these Terms of Service and our [Privacy Policy](#). We do not retain, use, disclose, or sell any of that information for any other commercial purposes unless we have your explicit permission. And on the flip-side, you agree to comply with these Terms of Service and our Privacy Policy, and not use Convo's Services in a way that violates them.

## Copyright and Content Ownership

---

1. We claim no intellectual property rights over the material you provide to the Services. All materials uploaded remain yours.

2. We do not pre-screen content, but reserve the right (but not the obligation) in our sole discretion to refuse or remove any content that is available via the Service.
3. The names, look, and feel of the Services are copyright to the Company. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML, CSS, JavaScript, or visual design elements without express written permission from the Company. You must request permission to use the Company's logo or any Service logos for promotional purposes. Please email us at **hello@convo.bot** for requests to use logos. We reserve the right to rescind this permission if you violate these Terms of Service.
4. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Services, use of the Services, or access to the Services without the express written permission by the Company.
5. You must not modify another website so as to falsely imply that it is associated with the Services or the Company.

## Features and Bugs

---

We design our Services with care, based on our own experience and the experiences of customers who share their time and feedback. However, there is no such thing as a service that pleases everybody. We make no guarantees that our Services will meet your specific requirements or expectations.

We also test all of our features extensively before shipping them. As with any software, our Services inevitably have some bugs. We track the bugs reported to us and work through priority ones, especially any related to security or privacy. Not all reported bugs will get fixed and we don't guarantee completely error-free Services.

## Liability

---

We mention liability throughout these Terms but to put it all in one section:

***You expressly understand and agree that the Company shall not be liable, in law or in equity, to you or to any third party for any direct, indirect, incidental, lost profits, special, consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Company has been advised of the possibility of such damages), resulting from: (i) the use or the inability***

**to use the Services; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Services; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to this Terms of Service or the Services, whether as a breach of contract, tort (including negligence whether active or passive), or any other theory of liability.**

In other words: choosing to use our Services does mean you are making a bet on us. If the bet does not work out, that's on you, not us. We do our darnedest to be as safe a bet as possible through careful management of the business; investments in security, infrastructure, and talent; and in general giving a damn. If you choose to use our Services, thank you for betting on us.

If you have a question about any of the Terms of Service, please contact us at **hello@convo.bot**.

*Adapted from the [Basecamp open-source policies](#)*