Bexa Contract Terms

Please read these customer terms of service carefully.

Effective Date: September 18, 2026
Version: 1.0
Website: https://hirebexa.ai
Contract Terms: https://hirebexa.ai/terms-of-service

These Bexa Contract Terms ("Terms") constitute a binding business-to-business agreement between Corecentrix Business Solutions LLC, doing business as Corebex ("Bexa," "Corebex," "Provider," "we," "us," or "our"), and the business or legal entity identified in an applicable Order Form ("Customer," "you," or "your").

These Terms, together with each Order Form, applicable service description, signed amendment, data-processing addendum, and other document expressly incorporated by reference, constitute the complete "Agreement."

By signing an Order Form, electronically accepting these Terms, accessing the Service after receiving notice of these Terms, or otherwise indicating acceptance, Customer agrees to be legally bound by the Agreement.

1. Business Use and Authority

The Service is offered solely for lawful business use and not for personal, family, or household purposes.

Each individual accepting the Agreement represents that the individual:

1. Is at least eighteen years old;
2. Has reviewed and understands the Agreement;
3. Has authority to bind the identified Customer; and
4. Is entering into the Agreement on Customer's behalf.

If the individual lacks such authority, the individual must not accept, access, or use the Service.

2. Definitions

"AI Agent" means an artificial-intelligence-enabled voice agent configured through the Service.

"Authorized User" means Customer's employee, contractor, agent, or other representative whom Customer authorizes to access the Service.

"Campaign" means any inbound or outbound calling, messaging, appointment-setting, routing, customer-service, lead-management, or other workflow operated through the Service.

"Customer Data" means information, contact lists, recordings, transcripts, prompts, scripts, instructions, knowledge-base materials, credentials, consent records, messages, and other content submitted to or generated for Customer through the Service.

"Documentation" means Bexa's then-current technical instructions, acceptable-use requirements,

onboarding materials, and operational guidance.

“Order Form” means an ordering document, proposal, subscription agreement, checkout record, or similar document accepted by Customer that identifies the selected package, charges, subscription term, and any additional services.

“Service” means the Bexa AI calling platform and the calling, messaging, dashboard, recording, transcription, routing, scheduling, integration, hosting, configuration, maintenance, and support services identified in the applicable Order Form.

“Subscription Term” means the month-to-month, 12-month, 24-month, or 36-month term selected in the Order Form.

3. Agreement Structure and Priority

Each Order Form incorporates these Terms by reference.

If documents conflict, the following order of precedence applies:

1. A signed amendment expressly modifying the conflicting provision;
2. The applicable Order Form;
3. An applicable data-processing addendum;
4. These Terms;
5. The Documentation.

Customer purchase orders, vendor-registration forms, portals, acknowledgments, or similar documents are for administrative convenience only. Any additional or conflicting terms contained in them are rejected and do not modify the Agreement.

4. Provision of the Service

Subject to timely payment and compliance with the Agreement, Bexa grants Customer a limited, nonexclusive, nontransferable, nonsublicensable right during the Subscription Term to access and use the Service for Customer’s internal business operations and approved Campaigns.

Customer may permit Authorized Users to access the Service. Customer remains responsible for all activity conducted through its accounts and by its Authorized Users, employees, agencies, contractors, and representatives.

No ownership interest in the Service or Bexa technology is transferred to Customer.

5. Implementation and Customer Cooperation

Bexa will use commercially reasonable efforts to configure the AI Agent and agreed workflows based on the information supplied by Customer.

Customer will timely provide:

1. Accurate business information;
2. Approved scripts, prompts, offers, and knowledge-base content;
3. Routing and escalation instructions;
4. Integration access and required credentials;
5. Lawfully obtained contact data;
6. Consent and suppression information;
7. Required legal disclosures;
8. Qualified decision-makers; and
9. Reasonable cooperation necessary for implementation.

Implementation dates are estimates until all Customer and third-party dependencies are completed.

Delays caused by Customer, Customer's vendors, missing approvals, inaccurate materials, unavailable integrations, or third-party systems do not postpone billing or extend a committed Subscription Term unless Bexa agrees otherwise in a signed writing.

6. Configuration, Testing, and Acceptance

Bexa will provide Customer a reasonable opportunity to test the configured AI Agent before or shortly after production activation.

Customer must report any material configuration error within five business days after Bexa notifies Customer that the applicable workflow is ready for testing.

Production use, approval, or failure to report a material configuration error within that period constitutes acceptance of the configuration, without waiving any express service warranty stated in these Terms.

Changes requested after acceptance may constitute additional services and may require additional fees.

7. Packages, Allowances, and Usage

The selected package, recurring subscription fee, included monthly call minutes, SMS segments, telephone numbers, features, overage rates, implementation charges, and add-ons will be stated in the Order Form.

Unless otherwise stated:

1. Monthly allowances reset on each monthly billing anniversary;
2. Unused minutes, messages, credits, or capacity do not roll over;
3. Unused allowances have no cash or refund value;
4. Overage charges apply automatically after an allowance is consumed;
5. Partial months are not prorated;
6. Usage is measured using Bexa's platform, telecommunications-provider, and payment records;
7. SMS segment counts may vary based on message length, encoding, carrier rules, and destination;
8. Call-minute usage may include connected time, transfers, voicemail interactions, and other billable

carrier activity; and

9. Taxes, premium routes, international use, carrier surcharges, special numbers, additional licenses, custom work, and third-party charges are excluded unless expressly included.

8. Upgrades, Downgrades, and Scope Changes

Customer may request an upgrade during the Subscription Term. Approved upgrades may take effect immediately, and the increased fee may be prorated for the remaining billing period.

A downgrade, reduction in package, or removal of committed capacity will take effect only after the existing committed Subscription Term unless Bexa agrees otherwise in writing.

Reduced usage, unused capacity, a delayed Campaign, Customer's decision not to launch, business interruption, or dissatisfaction unrelated to Bexa's uncured material breach does not reduce committed fees.

New workflows, substantial script redesigns, custom integrations, data migration, additional telephone numbers, specialized compliance controls, or material scope changes may require a separate quote or change order.

9. Subscription Options

Customer will select one of the following subscription arrangements in the Order Form:

1. Month-to-month;
2. Twelve months;
3. Twenty-four months; or
4. Thirty-six months.

The selected Subscription Term begins on the Subscription Start Date stated in the Order Form. If no separate start date is stated, the Subscription Term begins on the earlier of account activation, production launch, or the date Bexa makes the Service available to Customer.

A 12-, 24-, or 36-month subscription is a fixed commercial commitment and is not a month-to-month subscription, even if fees are invoiced or collected monthly.

10. Renewal

A month-to-month subscription automatically renews for successive monthly periods until properly canceled.

Unless the Order Form provides otherwise, a 12-, 24-, or 36-month subscription converts to a month-to-month subscription after completion of its initial committed term.

Either party may prevent month-to-month renewal by providing at least thirty days' written notice.

An Order Form may establish different renewal terms, including renewal for another committed term. The Order Form controls if it expressly addresses renewal.

11. Fees and Billing

Customer will pay all subscription fees, implementation charges, usage charges, overages, add-ons, custom-service charges, taxes, and other amounts stated in the Agreement.

Unless otherwise stated:

1. Recurring base fees are billed in advance;
2. Usage and overage charges are billed in arrears;
3. Implementation fees are due at signing;
4. Implementation fees become nonrefundable after work begins;
5. Invoices are due upon receipt;
6. An invoice becomes delinquent ten calendar days after its date; and
7. Fees are stated and payable in United States dollars.

Customer must notify Bexa in writing of a good-faith billing dispute within fifteen days after the applicable invoice date and must timely pay all undisputed amounts. Failure to dispute an invoice within that period constitutes acceptance, except for a demonstrable mathematical error.

12. Payment Authorization

Customer expressly authorizes Corecentrix Business Solutions LLC d/b/a Corebex, Bexa, and their authorized payment processors to charge Customer’s authorized payment method for:

1. Recurring subscription fees;
2. Usage and overage charges;
3. Implementation and additional-service fees;
4. Taxes and pass-through charges;
5. Approved add-ons and change orders;
6. Collection-related charges permitted by law; and
7. Any Early Termination Charge properly payable under the Agreement.

This authorization continues throughout the Subscription Term and until all amounts properly due under the Agreement have been paid.

Customer represents that it is authorized to use each payment method supplied to Bexa.

13. Failed Payments and Collection

If a payment is declined, reversed, disputed, charged back, or otherwise unsuccessful, Bexa may:

1. Retry the authorized payment method;
2. Charge a replacement or backup payment method subsequently supplied or expressly authorized by Customer;

3. Invoice Customer for the unpaid amount;
4. Suspend or restrict the Service;
5. Require advance payment or a security deposit;
6. Refer the balance for lawful collection; and
7. Exercise any other remedy available under the Agreement or applicable law.

A failed payment does not cancel, reduce, or postpone Customer's payment obligations.

Undisputed overdue amounts may accrue interest at the lesser of 1.5% per month or the maximum lawful rate. Customer will reimburse reasonable collection costs, payment-processing costs, chargeback fees, court costs, and attorneys' fees to the extent permitted by law.

14. Taxes

Fees exclude sales, use, excise, telecommunications, value-added, withholding, and similar taxes or governmental assessments.

Customer is responsible for taxes associated with its purchase or use of the Service, except taxes measured by Bexa's net income.

If Customer claims a tax exemption, Customer must provide a valid exemption certificate before invoicing.

15. Month-to-Month Cancellation

Customer may cancel a month-to-month subscription by providing at least thirty days' written notice.

Cancellation becomes effective at the end of the applicable notice period. Customer remains responsible for fees and usage charges incurred during that period.

No Early Termination Charge applies to a month-to-month subscription, but accrued fees, overages, custom charges, noncancelable third-party costs, and other amounts already due remain payable.

Stopping use, disabling a payment method, disputing a charge, or verbally informing an employee does not constitute effective cancellation.

16. Fixed-Term Early Termination

A 12-, 24-, or 36-month subscription may not be canceled early except as expressly provided in the Agreement.

If, before the committed Subscription Term expires:

1. Customer cancels, repudiates, abandons, or stops paying for the Service;
2. Customer attempts to terminate for convenience;
3. Bexa terminates because of Customer's uncured material breach; or
4. Customer's unlawful conduct requires termination,

Customer must pay:

1. All fees and usage charges accrued through termination;
2. Approved noncancelable third-party, carrier, license, integration, or custom costs; and
3. An Early Termination Charge equal to fifty percent of the remaining base subscription fees that would have become due during the unexpired portion of the committed Subscription Term.

The Early Termination Charge is due within ten days after invoice.

17. Basis of Early Termination Charge

The parties acknowledge that Bexa makes commercial commitments in reliance on a fixed Subscription Term, including onboarding and configuration labor, reserved technology and telecommunications capacity, third-party licenses, account-management resources, support staffing, infrastructure, sales and administrative expense, and the loss of other scheduling or business opportunities.

The parties further acknowledge that Bexa's actual losses resulting from early termination would be difficult to calculate accurately when the Agreement is signed.

The Early Termination Charge represents a reasonable allocation of anticipated losses and unrecovered committed costs, credits Customer for costs Bexa may avoid by charging only fifty percent rather than one hundred percent of remaining base fees, and is intended as agreed compensation—not a penalty.

If a court or arbitrator determines that the stated formula is unenforceable, Bexa may pursue actual damages and other lawful remedies, without double recovery.

18. Termination for Cause

Either party may terminate the Agreement if the other party materially breaches it and fails to cure the breach within thirty days after receiving detailed written notice.

The cure period for failure to pay an undisputed amount is ten days.

Bexa may suspend or terminate immediately if Customer:

1. Uses the Service unlawfully;
2. Engages in fraud, impersonation, deception, or unauthorized voice cloning;
3. Creates a material risk to persons, systems, carriers, or Bexa;
4. Repeatedly violates carrier or regulatory requirements;
5. Uses the Service for prohibited activities;
6. Becomes subject to sanctions or legal restrictions; or
7. Commits a breach that cannot reasonably be cured.

If Customer properly terminates because of Bexa's uncured material breach, the Early Termination Charge will not apply. Bexa will refund prepaid base subscription fees covering the period after termination.

19. Effect of Expiration or Termination

Upon expiration or termination:

1. Customer's access to the Service ends;
2. All licenses and use rights cease;
3. Accrued payment obligations become immediately due;
4. Customer must stop using Bexa-provided telephone numbers, voices, software, and materials;
5. Customer must export needed Customer Data before access ends; and
6. Provisions intended by their nature to survive will remain effective.

Termination does not erase obligations or liabilities arising before the effective termination date.

20. Customer Control and Responsibility

Customer determines and controls each Campaign's:

1. Business purpose;
2. Audience and contact list;
3. Calling and messaging schedule;
4. Offers, prices, promises, and representations;
5. Scripts and knowledge-base information;
6. Recording and transcription practices;
7. Disclosures and consent language;
8. Routing and escalation rules; and
9. Final business decisions.

Customer is the seller, caller, message sender, or responsible business for its Campaigns.

Bexa provides technology and related services but does not determine whether Customer's Campaign is lawful and does not provide legal advice.

21. Calling, Messaging, and AI Compliance

Customer may use outbound calling or messaging only after documenting a lawful basis and all required consent.

Customer is solely responsible for compliance with all laws, regulations, orders, industry standards, and carrier rules applicable to its Campaigns, including, where applicable:

1. The Telephone Consumer Protection Act;
2. FCC rules and orders;
3. The Telemarketing Sales Rule;
4. National and entity-specific Do Not Call requirements;

5. State mini-TCPA and telemarketing laws;
6. State registration and bonding requirements;
7. Call-recording and wiretap laws;
8. Text-messaging and carrier requirements;
9. Privacy and data-protection laws;
10. Advertising and consumer-protection laws; and
11. Industry-specific restrictions.

Bexa may require Customer to complete a compliance questionnaire or provide supporting documentation before activating or continuing a Campaign.

22. AI and Identity Disclosure

Customer authorizes Bexa to configure a clear disclosure at the beginning of an AI-handled call stating that the recipient is interacting with an AI-powered or automated voice agent.

The AI Agent may also identify Customer or the seller on whose behalf the communication is made.

Customer will not remove, obscure, contradict, or disable a legally required disclosure. Additional jurisdiction-specific, industry-specific, or use-specific disclosures must be included when required.

23. Consent Requirements

Where consent is legally required, Customer must possess valid consent that:

1. Is attributable to the called or messaged person;
2. Covers the telephone number used;
3. Identifies the relevant Customer or seller;
4. Covers the applicable purpose and communication channel;
5. Covers the applicable automated, artificial, prerecorded, or AI technology;
6. Is clear and conspicuous;
7. Is signed or electronically authenticated where required;
8. Is not improperly made a condition of purchasing goods or services; and
9. Is retained in a reproducible form.

Customer may not use purchased, scraped, appended, shared, affiliate, or third-party lead data unless Customer independently verifies that the underlying consent lawfully authorizes the specific Customer, purpose, channel, technology, and current telephone number.

24. Do Not Call, Revocation, and Calling Practices

Customer will:

1. Scrub applicable National, state, and internal Do Not Call lists;
2. Maintain an entity-specific suppression list;
3. Honor consent revocations and opt-out requests made through any legally recognized reasonable method;
4. Apply opt-outs promptly across relevant Campaigns and channels;
5. Use reassigned-number and line-type controls where reasonably required;
6. Call only during lawful hours based on the recipient's location;
7. Transmit accurate caller-identification information;
8. Avoid misleading caller identification;
9. Avoid excessive, repetitive, abusive, or harassing calls;
10. Provide required automated or live opt-out mechanisms; and
11. Maintain written compliance procedures and personnel training appropriate to its Campaigns.

25. Recording and Transcription

Customer is solely responsible for determining whether a call may be recorded, monitored, analyzed, or transcribed.

Customer must provide and document every notice and consent required by the laws of all applicable jurisdictions.

Customer will not disable a configured recording or AI disclosure without documented legal approval and Bexa's written authorization.

Recordings and transcripts may contain personal, confidential, or sensitive information. Customer is responsible for restricting access and establishing lawful retention periods.

26. Compliance Records

Customer will retain relevant consent, revocation, suppression, script, disclosure, list-source, calling-time, campaign, and complaint records for the longer of:

1. Five years after the applicable communication; or
2. The period required by applicable law.

Following a complaint, carrier inquiry, lawsuit, regulatory matter, or reasonable compliance concern, Customer will promptly provide relevant evidence to Bexa.

Bexa may pause a Campaign until Customer provides adequate compliance evidence.

27. Restricted Uses

Unless Bexa approves the use in writing and the parties execute any required addendum, Customer may not use the Service for:

1. Political calls or political persuasion;
2. Debt collection or debt relief;
3. Credit repair;
4. Lending, investment, insurance, or financial recommendations;
5. Healthcare diagnosis, treatment, or protected health information;
6. Emergency services or connections to 911;
7. Employment, housing, insurance, credit, or eligibility decisions;
8. Gambling;
9. Adult content;
10. Controlled substances;
11. Calls directed to minors;
12. Impersonation, fraud, scams, phishing, or deception;
13. Unauthorized voice cloning or imitation;
14. Harassment, threats, discrimination, or unlawful profiling;
15. Illegal goods or services;
16. High-risk safety decisions;
17. Collection of payment-card security codes, government credentials, or full financial-account credentials; or
18. Any activity presenting heightened legal, regulatory, reputational, or safety risk.

The Service must not be used as an emergency communications system.

28. Bexa Compliance Controls

Bexa may implement reasonable disclosures, technical controls, volume limits, monitoring, blocking, number verification, identity verification, rate limits, or suspension measures.

These controls do not transfer Customer's legal responsibility to Bexa and do not constitute a legal compliance certification.

Bexa's failure to detect or prevent a violation does not waive Customer's obligations.

29. Telephone Numbers and Telecommunications Providers

A telephone number supplied through the Service may be subject to carrier inventory, identity verification, messaging registration, use restrictions, and regulatory requirements.

Customer receives no ownership interest in a Bexa-supplied number.

Porting is subject to payment of all amounts due, carrier approval, verification, technical availability, and applicable law.

Bexa may replace, suspend, or withdraw a number if required by a carrier, regulator, numbering authority, security event, suspected abuse, or legal requirement.

Bexa does not guarantee uninterrupted carrier access, caller-ID treatment, deliverability, answer rates, spam-label avoidance, or number reputation.

30. Third-Party Services

The Service may interoperate with telecommunications carriers, hosting providers, AI models, speech providers, calendars, customer-relationship-management systems, payment processors, analytics providers, and other third-party services.

Third-party services may be subject to separate terms and privacy practices.

Bexa does not control and is not responsible for third-party availability, policy changes, failures, data handling, or discontinued features.

Bexa may replace a third-party provider with a reasonably comparable provider or suspend an affected feature when reasonably necessary for security, legality, continuity, or performance.

31. Customer Data

As between the parties, Customer retains ownership of Customer Data.

Customer grants Bexa and its service providers a nonexclusive, worldwide license during the Agreement to host, copy, transmit, record, transcribe, transform, analyze, and otherwise process Customer Data as necessary to:

1. Provide and support the Service;
2. Execute Customer’s instructions;
3. Protect the Service and users;
4. Prevent fraud and abuse;
5. Comply with law; and
6. Fulfill the Agreement.

Customer represents that it has all rights, permissions, notices, and consents necessary to provide Customer Data to Bexa and authorize its processing.

32. Privacy Roles

For Customer Data processed on Customer’s behalf, Customer is the business, controller, or equivalent decision-maker, and Bexa is the service provider, processor, or equivalent recipient acting under Customer’s documented instructions.

Each party is independently responsible for personal data it controls for its own account administration, security, billing, legal, and business purposes.

Customer will provide legally sufficient privacy notices, identify relevant service providers where required, respond to individual-rights requests, obtain required consents, minimize data, and perform any legally required privacy assessment or registration.

33. Bexa Data Commitments

Bexa will:

1. Process Customer Data to provide, secure, support, monitor, troubleshoot, and improve the Service;
2. Process Customer Data as required to comply with law and enforce the Agreement;
3. Not sell Customer Data;
4. Not share Customer Data for cross-context behavioral advertising;
5. Limit access to personnel and service providers with a need to know;
6. Require relevant personnel and subprocessors to observe confidentiality and data-protection obligations; and
7. Use deidentified or aggregated information only where it cannot reasonably identify Customer or an individual.

34. Sensitive and Regulated Data

Customer will not submit payment-card security codes, government account credentials, full financial credentials, protected health information, biometric identifiers, precise geolocation, information about children, or other regulated sensitive data unless:

1. Bexa first approves the use in writing; and
2. The parties execute every required security, privacy, or industry-specific addendum.

The Service is not represented as HIPAA compliant, and Bexa is not acting as a business associate unless Bexa signs a separate business associate agreement.

35. Security

Bexa will maintain commercially reasonable administrative, technical, and physical safeguards appropriate to the nature of Customer Data.

Safeguards may include access controls, authentication, encryption in transit where supported, personnel confidentiality, monitoring, logging, vulnerability management, backups, and incident-response procedures.

No system is completely secure. Bexa does not warrant that unauthorized access, cyberattacks, or data loss will never occur.

Customer is responsible for protecting credentials, using appropriate account permissions, removing former users, securing its own systems, and promptly reporting suspected unauthorized access.

36. Security Incidents

Bexa will notify Customer without undue delay after confirming unauthorized acquisition of Customer Data within Bexa's control.

Bexa will provide reasonably available information needed for Customer's legal assessment and response.

Notice of an incident is not an admission of fault or liability.

Customer remains responsible for incidents arising from Customer systems, credentials, instructions, integrations, contact lists, personnel, or Authorized Users.

37. Subprocessors and Data Locations

Customer authorizes Bexa to use affiliates and subprocessors, including telecommunications, hosting, support, security, analytics, payment, speech, and AI technology providers.

Bexa will impose written data-protection obligations reasonably appropriate to each subprocessor's services.

Customer authorizes processing in the United States and other locations where Bexa or its service providers operate, subject to legally required transfer safeguards.

38. Data Requests, Export, and Deletion

Customer is responsible for exporting Customer Data needed for its records before access ends.

Taking into account the nature of processing, Bexa will provide reasonable assistance with verified data-rights requests relating to Customer Data.

Upon expiration or termination, and upon written request submitted within thirty days, Bexa will delete or return reasonably accessible Customer Data, except for:

1. Legally required retention;
2. Security and billing records;
3. Deidentified information;
4. Information needed to establish or defend legal claims; and
5. Backups deleted in the ordinary course.

Bexa is not Customer's sole legally required archive or records-retention system.

39. Confidentiality

"Confidential Information" means nonpublic business, technical, security, pricing, customer, product, operational, financial, and personal information disclosed by or for a party that is marked confidential or reasonably should be understood as confidential.

Customer Data is Customer's Confidential Information. The Service, Documentation, technology, security information, and nonpublic pricing are Bexa's Confidential Information.

The receiving party will:

1. Use Confidential Information only to perform or exercise rights under the Agreement;
2. Protect it using at least reasonable care; and
3. Disclose it only to personnel, contractors, professional advisers, and subprocessors who need access and are bound by confidentiality obligations.

Confidential Information excludes information the recipient can document was lawfully known without restriction, independently developed without use, lawfully received from another source, or made public without breach.

Confidentiality obligations continue for five years after disclosure. Obligations concerning trade secrets and personal data continue for as long as applicable law protects them.

40. Bexa Intellectual Property

Bexa and its licensors own all rights in the Service, AI models, software, workflows, prompts created independently of Customer materials, templates, Documentation, methods, designs, technology, improvements, and related intellectual property.

Customer may not:

1. Copy, resell, sublicense, or commercially exploit the Service;
2. Reverse engineer or attempt to access source code;
3. Circumvent technical or usage controls;
4. Benchmark the Service for publication without written approval;
5. Use the Service to develop or train a competing product;
6. Remove proprietary notices; or
7. Permit unauthorized third-party access.

No rights are granted except those expressly stated.

41. Customer Materials and Voice Rights

Customer retains ownership of Customer-created scripts, business information, trademarks, and other Customer materials.

Customer represents that its materials do not infringe or violate another person’s rights.

Customer may use only voices and voice likenesses supplied or approved for Customer’s use.

Customer will not clone, imitate, or deploy a real person’s voice without valid documented authorization and all legally required disclosures.

42. Feedback and Aggregate Data

Customer may voluntarily provide suggestions or feedback.

Bexa may use feedback without restriction or attribution, provided Bexa does not publicly identify Customer without permission.

Bexa may create and use statistical, analytical, and deidentified aggregate information that does not reasonably identify Customer or an individual for security, capacity planning, analytics, and service improvement.

43. AI Service Characteristics

Customer acknowledges that AI-generated output is probabilistic and may be inaccurate, incomplete, inconsistent, offensive, or unsuitable.

Similar inputs may produce different outputs.

Customer must:

1. Review and approve scripts and material knowledge-base content;
2. Configure safeguards appropriate to the Campaign;
3. Monitor Campaign performance;
4. Maintain a reasonable human escalation path;
5. Independently verify material outcomes; and
6. Avoid relying on the Service for emergency, safety-critical, eligibility, or licensed-professional decisions.

Bexa does not guarantee sales, appointments, conversion rates, call completion, recipient response, regulatory approval, deliverability, or any particular business result.

44. Support and Maintenance

Bexa will provide the standard support included in the selected package.

Unless a signed service-level agreement states otherwise:

1. Support response and resolution times are estimates;
2. The Service is not guaranteed to be continuously available;
3. Planned and emergency maintenance may occur;
4. Carrier, internet, integration, and third-party outages are outside Bexa’s reasonable control; and
5. Routine business-information and knowledge-base updates do not include material redesign or new workflows.

45. Service Changes

Bexa may improve, update, or modify the Service.

Bexa will not materially reduce the core functionality purchased by Customer during a committed Subscription Term without providing reasonably comparable functionality or a reasonable remedy.

Features dependent on third parties may change or become unavailable.

46. Suspension

Bexa may suspend all or part of the Service for:

1. Delinquent undisputed payment;
2. Security threats;
3. Unlawful or prohibited use;
4. Suspected fraud or abuse;
5. Carrier or regulator directives;
6. Excessive operational risk;
7. Material breach; or
8. Threatened harm to persons, systems, or Bexa.

When reasonably practicable, Bexa will provide notice and limit the suspension’s scope and duration.

Suspension does not excuse committed fees or extend the Subscription Term.

47. Mutual Authority

Each party represents that it is duly organized, has authority to enter the Agreement, and will comply with laws applicable to its own performance.

48. Service Warranty

Bexa warrants that implementation and support services will be performed in a professional and workmanlike manner and that the Service will materially conform to applicable Documentation under normal authorized use.

Customer’s exclusive remedy is re-performance or correction. If Bexa cannot materially correct a covered nonconformity within a reasonable period, Customer may pursue termination for cause.

49. Disclaimer

Except for the express warranties stated in the Agreement, the Service is provided “as is” and “as available.”

To the maximum extent permitted by law, Bexa disclaims all implied, statutory, and other warranties, including merchantability, fitness for a particular purpose, title, noninfringement, accuracy, and uninterrupted

or error-free operation.

Bexa is not responsible for Customer Data, Customer instructions, call recipients, third-party services, internet or carrier failures, spam labeling, unlawful Campaigns, or modifications not made by Bexa.

50. Customer Indemnification

Customer will defend, indemnify, and hold harmless Bexa, Corebex, Corecentrix Business Solutions LLC, their affiliates, licensors, service providers, and personnel from third-party claims, investigations, fines, penalties, damages, settlements, and reasonable legal fees arising from or relating to:

1. Customer Data or Campaigns;
2. Customer's products, services, offers, promises, or fulfillment;
3. Customer's breach of the Agreement;
4. Customer's unlawful or unauthorized use;
5. Consent, telemarketing, Do Not Call, recording, texting, privacy, advertising, discrimination, voice-likeness, or intellectual-property allegations; or
6. Conduct by Customer's Authorized Users, agencies, contractors, or personnel.

This obligation does not apply to the extent a claim results from Bexa's willful misconduct or material breach.

51. Bexa Intellectual-Property Indemnification

Bexa will defend Customer against a third-party claim that Customer's authorized use of the unmodified Service infringes a United States patent, copyright, or trademark and will pay finally awarded damages or settlements approved by Bexa.

Bexa may modify or replace the affected Service, obtain necessary rights, or terminate the affected portion and refund prepaid base fees for the unused period.

This obligation does not apply to Customer Data, Customer instructions, unauthorized use, third-party combinations, continued use after notice, or modifications not made by Bexa.

52. Indemnification Procedure

The indemnified party must promptly notify the indemnifying party, provide reasonable cooperation at the indemnifying party's expense, and allow the indemnifying party to control the defense and settlement.

A settlement may not admit wrongdoing by or impose nonmonetary obligations on the indemnified party without its written consent.

53. Exclusion of Certain Damages

To the maximum extent permitted by law, neither party will be liable for indirect, incidental, special, exemplary, punitive, or consequential damages, or for lost profits, revenue, goodwill, business, data, or use, even if advised of the possibility.

54. Liability Cap

Except for Excluded Claims, each party's aggregate liability arising out of or relating to the Agreement will not exceed the base subscription fees paid or payable by Customer for the six months immediately preceding the event giving rise to liability.

If the event occurs during the first six months, the cap will equal the base fees paid or payable from the Subscription Start Date through the event, subject to a minimum cap equal to three months of base subscription fees.

55. Excluded Claims

The damages exclusions and liability cap do not limit:

1. Customer's payment obligations;
2. The Early Termination Charge;
3. Fraud or willful misconduct;
4. Customer's calling, compliance, restricted-use, or intellectual-property violations;
5. Indemnification obligations to the extent a limitation is prohibited by law; or
6. Liability that cannot lawfully be limited.

56. Export Controls and Sanctions

Customer will not access or use the Service in violation of United States export-control, trade-sanctions, or anti-boycott laws.

Customer represents that neither Customer nor its controlling persons are prohibited or restricted parties.

57. Insurance

Each party will maintain insurance reasonably appropriate to its business and responsibilities.

Upon reasonable request for a materially higher-risk Campaign, Customer will provide evidence of relevant commercial general liability, cyber, media, or errors-and-omissions coverage.

58. Dispute Resolution

Before filing a claim, an executive of each party will attempt in good faith to resolve the dispute by telephone or video conference within fifteen days after written dispute notice.

If the dispute remains unresolved thirty days after notice, it will be finally resolved through confidential binding arbitration before one arbitrator under the American Arbitration Association Commercial Arbitration Rules.

The arbitration will take place in Suffolk County, New York, or remotely if the parties agree.

Judgment on the award may be entered in any court with jurisdiction.

Either party may seek temporary injunctive relief to protect security, Confidential Information, payment rights, or intellectual property.

59. Jury and Class-Action Waiver

To the maximum extent permitted by law, each party waives trial by jury.

Claims must proceed only on an individual business-entity basis. Neither party may bring or participate in a class, collective, consolidated, mass, or representative action.

60. Governing Law

New York law governs the Agreement without regard to conflict-of-law principles.

The United Nations Convention on Contracts for the International Sale of Goods does not apply.

The prevailing party in an action to collect undisputed fees or enforce an arbitration award may recover reasonable attorneys' fees and costs to the extent permitted by law.

61. Legal Notices

Legal notices must be in writing and delivered by nationally recognized overnight courier or certified mail, return receipt requested, to the addresses stated in the Order Form.

Notices to Bexa must also be sent to:

Corecentrix Business Solutions LLC d/b/a Corebex?80 Orville Drive, Suite 100?Bohemia, New York 11716

An email copy must be sent to the legal-notice email identified in the Order Form or on Bexa's website.

Operational notices, support communications, invoices, and routine account notices may be delivered electronically.

62. Electronic Communications and Signatures

The parties consent to electronic records, notices, and signatures.

Electronic signatures, scanned signatures, counterparts, and records produced by an electronic-signature platform have the same effect as original signatures.

Each party may retain and accurately reproduce the Agreement for later reference.

63. Changes to These Terms

Bexa may update these Terms prospectively by publishing a revised version and effective date.

Unless required sooner by law, regulation, carrier mandate, security necessity, or prevention of abuse, a material revision will apply to an existing Customer only upon:

1. A new Order Form;

2. Renewal into a new committed term;
3. Customer’s express acceptance; or
4. A signed amendment.

The version identified in Customer’s signed Order Form governs the applicable committed Subscription Term.

Nonmaterial administrative, clarification, contact, or legally required changes may take effect upon notice.

Bexa should maintain archived copies of prior versions.

64. Assignment and Subcontracting

Customer may not assign or transfer the Agreement without Bexa’s written consent.

Bexa may assign the Agreement to an affiliate or in connection with a merger, financing, reorganization, acquisition, or sale of substantially all relevant assets.

Bexa may use subcontractors while remaining responsible for its contractual obligations.

65. Force Majeure

Neither party is liable for delay or failure caused by events beyond reasonable control, including natural disasters, war, terrorism, civil disorder, labor action, epidemic, government action, carrier or utility failure, internet disruption, cyberattack despite reasonable safeguards, or third-party platform outage.

Force majeure does not excuse Customer’s payment of amounts already due or committed base subscription fees.

66. Independent Contractors

The parties are independent contractors.

The Agreement does not create an agency, employment, fiduciary, franchise, partnership, or joint-venture relationship.

Neither party may bind the other except as expressly authorized for operation of an approved Campaign.

67. Publicity

Neither party may issue a press release or use the other party’s trademarks in public marketing without written consent.

Bexa may identify Customer as a customer only if Customer separately approves in writing.

68. Entire Agreement

The Agreement constitutes the entire agreement concerning the Service and supersedes prior or contemporaneous proposals, discussions, demonstrations, promises, and communications concerning its subject matter.

Customer acknowledges that it has not relied on any representation, guarantee, or promise not expressly included in the Agreement.

69. Amendment, Waiver, and Severability

Except for permitted updates to these Terms, an amendment or waiver must be in writing and signed by authorized representatives.

Failure to enforce a provision is not a waiver.

If a provision is found unenforceable, it will be modified to the minimum extent necessary to make it enforceable while preserving the parties' intent. The remaining provisions will continue in effect.

70. No Third-Party Beneficiaries

The Agreement benefits only the parties and their permitted successors and assigns. No other person has rights under it.

71. Interpretation

Headings are for convenience only.

"Including" means "including without limitation."

References to laws include amendments and successor provisions.

The Agreement will be interpreted fairly and not against either party as the drafter.

72. Survival

Payment obligations, confidentiality, intellectual property, Customer Data provisions, privacy obligations, disclaimers, indemnification, liability limitations, dispute provisions, and any other terms intended by their nature to survive will remain effective after expiration or termination.

73. Contact

Questions regarding these Terms may be submitted through the contact information provided on https://hirebexa.ai or the contact information stated in the applicable Order Form.