

# Terms of Service

Effective Date: April 21, 2026

## 1. Acceptance of Terms

These Terms of Service ("Terms") constitute a legally binding agreement between you ("you," "your," or "User") and BlackRain Automations ("BlackRain," "we," "our," or "us"), a sole proprietorship operated by Ryan Kirchberger and based in the State of Connecticut, governing your access to and use of the website located at blackrainautomations.com (the "Marketing Site") and the BlackRain customer relationship management application located at app.blackrainautomations.com (the "Application," and together with the Marketing Site, the "Service").

By accessing, registering for, or using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy, which is incorporated herein by reference. If you do not agree to these Terms, you may not access or use the Service.

## 2. About BlackRain

BlackRain Automations provides a software-as-a-service customer relationship management platform designed primarily for merchant cash advance ("MCA") brokers, funders, and related financial professionals. The Service includes features such as lead management, pipeline tracking, power dialing, AI-assisted outreach, inbox management, appointment scheduling, analytics, and related tools.

BlackRain is operated as a sole proprietorship. All references to "BlackRain Automations" in these Terms refer to Ryan Kirchberger doing business as BlackRain Automations.

## 3. Eligibility

To use the Service, you must be at least eighteen (18) years of age, have the legal capacity to enter into a binding contract, and not be prohibited from receiving the Service under the laws of the United States or any other applicable jurisdiction.

By creating an account, you represent and warrant that you meet these eligibility requirements and that all information you provide is accurate and complete.

## 4. Account Registration and Security

To access most features of the Service, you must create an account. You agree to provide accurate, current, and complete information during registration and to update such information as needed.

You are solely responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. You must notify us immediately at support@blackrainautomations.com of any unauthorized access to or use of your account. We are not liable for any loss or damage arising from your failure to safeguard your credentials.

## 5. Subscription, Pricing, and Billing

The Service is offered on a paid subscription basis. The current standard subscription fee is six hundred ninety-seven United States dollars (\$697.00 USD) per month per account, billed in advance on a recurring

monthly basis. We reserve the right to modify subscription pricing for new customers at any time. Existing subscribers will be given at least thirty (30) days' advance notice of any price increase applicable to their account.

Payments are processed by our third-party payment processor, Stripe, Inc. ("Stripe"). By providing payment information, you authorize us and Stripe to charge the applicable fees to your designated payment method on a recurring basis until you cancel.

Subscriptions automatically renew at the end of each billing period unless cancelled prior to renewal. You are responsible for ensuring your payment method on file remains valid. Failed payments may result in suspension or termination of access to the Service.

All fees are exclusive of any taxes, levies, or duties imposed by taxing authorities, and you are responsible for payment of all such amounts.

## **6. Promotional Codes and Trials**

From time to time we may offer promotional codes, discounts, or trial periods. Such offers are subject to their own terms and may be modified or revoked at any time. Promotional codes have no cash value, are non-transferable, and may not be combined unless expressly permitted.

## **7. Cancellation and Refunds**

You may cancel your subscription at any time through the account settings within the Application or by emailing [support@blackrainautomations.com](mailto:support@blackrainautomations.com). Cancellation takes effect at the end of the current billing period; you will retain access to the Service until that time.

Except where required by applicable law, all fees are non-refundable. We do not provide refunds or credits for partial months of service, unused features, or downgraded subscriptions.

## **8. Acceptable Use**

You agree to use the Service only for lawful purposes and in accordance with these Terms. You will not, and will not permit any third party to:

- (a) use the Service to transmit unsolicited commercial communications in violation of the Telephone Consumer Protection Act (47 U.S.C. § 227), the CAN-SPAM Act, or any other applicable federal, state, or local law;
- (b) send harassing, defamatory, fraudulent, deceptive, or threatening communications;
- (c) upload, transmit, or store any content that infringes the intellectual property, privacy, or other rights of any third party;
- (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Service;
- (e) interfere with, disrupt, or attempt to gain unauthorized access to the Service, its servers, or the networks connected to the Service;
- (f) use the Service to transmit malware, viruses, or other harmful code;

(g) resell, sublicense, lease, rent, or otherwise commercially exploit the Service except as expressly authorized; or

(h) use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use of the Service.

Violation of this Acceptable Use Policy may result in immediate suspension or termination of your account without refund.

## **9. SMS, Voice, and Email Communications; Recording Consent**

The Service enables you to send SMS messages, place voice calls, and send emails to third parties using integrated providers including Twilio, Inc. and SendGrid (a Twilio company). You are solely responsible for ensuring that all such communications comply with applicable laws, including but not limited to the Telephone Consumer Protection Act, the CAN-SPAM Act, A2P 10DLC registration requirements, and all applicable state laws governing telemarketing, automatic dialing, and the use of pre-recorded messages.

You are solely responsible for obtaining all required consents from message and call recipients before initiating outbound communications through the Service.

The Service includes call recording functionality. Many U.S. states (including California, Connecticut, Florida, Massachusetts, and others) require the consent of all parties to a call before it may be recorded. You are solely responsible for providing any required disclosures to call participants and for obtaining any required consent. BlackRain does not provide legal advice regarding recording consent and assumes no responsibility for your compliance with applicable recording laws.

You agree to indemnify and hold BlackRain harmless from any claims, fines, penalties, or damages arising out of your communications sent through the Service, including but not limited to any TCPA-related claims, recording-consent claims, or claims of unsolicited messaging.

## **10. AI-Generated Content**

The Service uses artificial intelligence and large language model technology, including services provided by Anthropic, PBC and other AI providers, to generate suggested messages, summaries, transcriptions, lead briefings, and other content ("AI Output"). AI Output may contain inaccuracies, errors, or inappropriate content and should be reviewed by a human before being sent or relied upon.

You are solely responsible for reviewing, editing, and approving any AI Output before it is transmitted to a third party or otherwise used. BlackRain makes no representations or warranties as to the accuracy, suitability, or compliance of AI Output for any particular purpose.

## **11. User Content and Data**

You retain all ownership rights in the data, leads, contacts, communications, documents, and other content you upload to or generate through the Service ("User Content"). By uploading User Content, you grant BlackRain a limited, non-exclusive, royalty-free, worldwide license to host, store, process, transmit, display, and otherwise use such User Content solely as necessary to provide the Service to you.

You represent and warrant that you have all rights necessary to upload and use User Content within the Service and that User Content does not violate any law or third-party right.

Upon termination of your account, we will retain User Content as described in our Privacy Policy. You are responsible for exporting any User Content you wish to retain before account termination.

## **12. Intellectual Property**

The Service, including all software, designs, logos, text, graphics, and other content (excluding User Content), is owned by or licensed to BlackRain and is protected by United States and international intellectual property laws. We grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Service in accordance with these Terms. No other rights or licenses are granted by implication, estoppel, or otherwise.

The names "BlackRain," "BlackRain Automations," "BlackRain OS," and the BlackRain droplet logo are trademarks of BlackRain Automations. You may not use these marks without our prior written consent.

## **13. Third-Party Services**

The Service relies on and integrates with third-party services including, but not limited to: Twilio (SMS and voice), SendGrid (email), Stripe (payment processing), Anthropic (artificial intelligence), Google LLC (location and mapping data), Cal.com (scheduling), Deepgram (real-time transcription), Supabase (database and authentication), Render (application hosting), and Cloudflare (content delivery and DNS).

Your use of these third-party services may be subject to additional terms and conditions imposed by the relevant third party. BlackRain is not responsible for the availability, accuracy, or content of any third-party service and disclaims all liability arising from your use of such services.

## **14. Suspension and Termination**

We reserve the right to suspend or terminate your access to the Service, with or without notice, for any reason, including but not limited to: (a) violation of these Terms; (b) failure to pay fees when due; (c) conduct that we believe poses a risk to BlackRain, other users, or third parties; or (d) suspected fraudulent or unlawful activity.

Upon termination, your right to access the Service ceases immediately. Sections of these Terms that by their nature should survive termination, including without limitation Sections 8, 9, 11, 12, and 15 through 22, shall survive.

## **15. Disclaimers of Warranties**

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, BLACKRAIN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

BLACKRAIN DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. BLACKRAIN MAKES NO WARRANTY REGARDING THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY DATA, AI OUTPUT, OR THIRD-PARTY CONTENT MADE AVAILABLE THROUGH THE SERVICE.

## **16. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BLACKRAIN, ITS OWNER, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF BLACKRAIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL BLACKRAIN'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE EXCEED THE GREATER OF (A) THE TOTAL AMOUNT PAID BY YOU TO BLACKRAIN IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED UNITED STATES DOLLARS (\$100.00 USD).

Some jurisdictions do not allow the exclusion or limitation of certain damages. To the extent such jurisdictions apply to you, the foregoing limitations apply to the maximum extent permitted by law.

## **17. Indemnification**

You agree to defend, indemnify, and hold harmless BlackRain, its owner, agents, and service providers from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Service; (b) your violation of these Terms; (c) your violation of any applicable law or third-party right, including without limitation the TCPA, CAN-SPAM Act, and laws governing call recording; or (d) any User Content or communications you transmit through the Service.

## **18. Modifications to the Service and Terms**

We reserve the right to modify, suspend, or discontinue the Service or any feature thereof at any time, with or without notice. We may also modify these Terms from time to time. Material changes will be communicated by posting the updated Terms on the Marketing Site and updating the "Effective Date" above, and where appropriate by email notice. Your continued use of the Service following the effective date of any revised Terms constitutes your acceptance of those Terms.

## **19. Governing Law and Venue**

These Terms and any dispute arising out of or related to them or the Service shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to its conflict-of-law principles.

Subject to Section 20 below, you and BlackRain agree that the exclusive jurisdiction and venue for any judicial proceeding arising out of or relating to these Terms shall lie in the state and federal courts located in Tolland County, Connecticut, and the parties hereby consent to personal jurisdiction in those courts.

## **20. Dispute Resolution; Arbitration; Class Action Waiver**

Except for claims for injunctive relief or claims regarding intellectual property rights, any dispute, claim, or controversy arising out of or relating to these Terms or the Service ("Dispute") shall be resolved by binding individual arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Arbitration shall take place in Connecticut, and the arbitrator's decision shall be final and binding.

YOU AND BLACKRAIN AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. The arbitrator may not consolidate more than one person's claims and may not preside over any form of representative or class proceeding.

## **21. Severability; Waiver; Assignment**

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. Our failure to enforce any right or provision will not be deemed a waiver of such right or provision. You may not assign or transfer these Terms without our prior written consent. We may assign these Terms in connection with a merger, acquisition, sale of assets, or by operation of law.

## **22. Entire Agreement**

These Terms, together with our Privacy Policy and any other agreements expressly incorporated by reference, constitute the entire agreement between you and BlackRain regarding the Service and supersede all prior agreements, understandings, or communications, whether written or oral.

## **23. Contact**

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

BlackRain Automations

Attn: Ryan Kirchberger

Email: [blackrain@blackrainautomations.com](mailto:blackrain@blackrainautomations.com)

Support: [support@blackrainautomations.com](mailto:support@blackrainautomations.com)

Website: [blackrainautomations.com](http://blackrainautomations.com)