

HoneyBeeDialer — Terms of Service

Version 1.0 · Effective 31 July 2026 · Permanent URL: <https://honeybeedialer.com/legal/terms>

These Terms of Service ("Terms") are a binding agreement between **HoneyBeeDialer** ("HoneyBee", "we", "us"), and the organization that subscribes to the Service ("Customer", "you"). By creating an organization, subscribing, or using the Service, you accept these Terms on behalf of that organization and confirm you are authorized to do so.

1. The Service

HoneyBeeDialer is a multi-tenant, cloud-hosted outbound calling and sales-floor platform for insurance agencies and similar teams. It provides dialing and call routing, lead management, live transcription and AI-assisted call analysis, call recording, pipeline and underwriting tracking, team performance dashboards, and related features.

The Service is delivered over the public internet. We may change, add, or remove features. Where a change materially reduces core functionality you rely on, we will give at least 30 days' notice to your admin contact.

2. Accounts and organizations

Your data lives in a dedicated tenant ("organization"). Each organization is logically isolated: every stored record carries an organization identifier, and access is scoped to it on every request.

You are responsible for the accuracy of your account details, for the acts and omissions of your users, and for keeping credentials confidential. Notify us immediately through in-product support if you suspect unauthorized access. We offer multi-factor authentication; we strongly recommend enabling it for every administrator.

Administrators can invite, suspend, and remove users, and can view organization-wide data including call recordings and transcripts. You are responsible for telling your users this and for having a lawful basis to monitor them.

3. Telephony — you bring your own Twilio account

The Service does not provide telephony. Each organization connects its own Twilio account, and you contract directly with Twilio. You are the originating caller of record for every call placed through the Service.

You are responsible for your Twilio charges, for the numbers you use, for their registration and branded-caller treatment, and for compliance with Twilio's own terms. We never share telephony credentials between organizations. Your Twilio credentials are encrypted at rest and are never returned to the browser once saved.

4. Calling compliance — your obligations

This clause is the most important in these Terms. **You are the caller. You bear legal responsibility for whom you call, when, and on what basis.**

You represent and warrant that, for every call placed through the Service, you will:

- hold any consent required by the Telephone Consumer Protection Act (TCPA, 47 U.S.C. § 227 and 47 CFR § 64.1200), state mini-TCPA statutes, and any other applicable law;
- honour the National Do Not Call Registry and your internal do-not-call list, and process opt-out requests promptly;
- observe permitted calling hours in the called party's local time;
- comply with call-recording consent law in every relevant jurisdiction, including all-party-consent ("two-party") states;

- make truthful, non-deceptive statements, and identify yourself and your firm as required by law and by insurance regulation;
- hold and maintain the insurance licences and appointments required for the business you transact.

The Service provides tools intended to help — a do-not-call blocklist, recording-consent capture, calling-hours enforcement, answering-machine detection, and audit logging. **These are aids, not a compliance guarantee.** They depend on configuration and on the accuracy of the data you supply. We do not verify that your leads consented, that your lists are clean, or that your calls are lawful, and we give no assurance to that effect.

You will indemnify us against claims, penalties, and costs arising from your calling activity, your lead sourcing, your recordings, or your breach of this section. This survives termination.

5. Leads and customer data

You own the leads, contacts, call records, recordings, transcripts, and outcomes you create or upload ("Customer Data"). We claim no ownership.

You grant us a limited licence to host, process, transmit, and display Customer Data solely to provide and support the Service and to keep it secure. Where Customer Data contains personal data, we process it as described in the [Privacy Policy](#).

You warrant that you have the right to upload each lead list and that it was obtained lawfully.

6. AI features

The Service uses third-party AI to transcribe calls, generate summaries and coaching, and assist underwriting. Call audio and content are sent to the subprocessors listed in the [Privacy Policy](#).

AI output can be wrong. It is decision support, never a decision. **Do not rely on it for underwriting determinations, eligibility, pricing, suitability, or any advice given to a consumer without independent human verification.** You remain responsible for every statement made to a consumer and for every regulatory filing, regardless of what the Service generated. We disclaim liability for reliance on AI output to the extent the law allows.

7. Fees, billing, and credits

The platform plan is **\$500 per week**, billed in advance through Whop. Subscribing through Whop, and any payment method you register there, is governed by Whop's terms; we do not store card numbers.

Some features consume credits. Credit balances are prepaid, are consumed as used, and are non-refundable except as section 8 or applicable law requires.

If a payment fails, your organization enters a limited-access grace period. If it remains unpaid past the grace window, access is suspended. Suspension does not delete your data — export stays available (section 10).

Fees exclude taxes, which you pay. We may change pricing on 30 days' notice; the change applies from your next billing period.

Twilio, and any other service you contract directly, bills you separately. Those charges are not ours and are not included.

8. Refunds

Weekly subscription fees are non-refundable once a billing period begins, except where required by law or where the Service was materially unavailable for a sustained period due to our fault. Contact us through in-product support.

9. Acceptable use

You will not, and will not permit anyone to:

- place calls that violate section 4, or use the Service for harassment, fraud, or deceptive marketing;
- upload lead data obtained unlawfully, or scraped or purchased without the right to call it;
- attempt to access another organization's data, probe or bypass tenant isolation, or test security without our prior written consent;
- reverse engineer, resell, sublicense, or white-label the Service without our written agreement;
- overload or interfere with the Service, or circumvent rate limits, metering, or credit accounting;
- upload malware, or use the Service to store data unrelated to your calling operation.

We may suspend immediately, without notice, where use threatens the Service, other customers, or a third party's safety or legal rights. We will tell you why as soon as we reasonably can.

10. Term, closure, and deletion

These Terms run while you hold an account.

You may close your organization at any time from Organization Settings, or by contacting support. Closure begins a **30-day grace period** during which the account is **read-only but fully exportable** — you can still sign in and download everything. You may cancel the closure at any time before the grace period ends and full access is restored immediately.

After the grace period, the account is purged: every organization-scoped record, every stored file under your prefix, and the recordings held in your Twilio account. **A purge cannot be undone.**

Two categories survive a purge. Do-not-call and recording-consent records are retained for **five years** under TCPA 47 CFR § 64.1200. That duty protects the consumer who asked not to be called, not your business, so it cannot be waived on the way out. Call records may be retained in anonymised form for billing and regulatory defence. The purge report states exactly what was retained and why.

We may terminate for material breach if you do not cure it within 30 days of notice, or immediately for a breach of section 4 or section 9.

11. Availability

We aim for high availability but do not commit to an uptime percentage under these Terms unless a separate written service-level agreement says so. The Service depends on third parties — Twilio, AWS, our hosting providers — and their outages will affect it.

Maintenance may require brief interruptions. We try to schedule it outside common calling hours.

12. Security

We maintain administrative, technical, and physical safeguards described in the [Privacy Policy](#): encryption in transit and at rest, tenant scoping enforced server-side, audited privileged actions, and least-privilege access. No system is perfectly secure. We will notify you without undue delay of a breach affecting your Customer Data.

13. Confidentiality

Each party will protect the other's non-public information with at least reasonable care and use it only for this agreement. This does not cover information that is public, independently developed, or lawfully received from a third

party. Disclosure compelled by law is permitted with notice where lawful.

14. Warranties and disclaimers

We warrant that we will provide the Service with reasonable skill and care.

Otherwise the Service is provided "as is". To the fullest extent permitted by law we disclaim all other warranties, express or implied, including merchantability, fitness for a particular purpose, non-infringement, and any warranty that the Service will be uninterrupted, error-free, or that it will make your calling programme compliant.

15. Limitation of liability

To the fullest extent permitted by law:

- Neither party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenue, goodwill, or data, even if advised of the possibility.
- Our total aggregate liability arising out of or relating to these Terms is limited to **the fees you paid us in the twelve months before the event giving rise to the claim.**

These limits do not apply to your indemnity obligations, your breach of section 4 or 9, either party's fraud or wilful misconduct, or anything that cannot be limited by law.

Regulatory fines assessed against you — including TCPA statutory damages — are your responsibility, not ours.

16. Indemnity

You will defend and indemnify us against third-party claims arising from your Customer Data, your calling activity, your use of the Service in breach of these Terms, or your violation of law. We will defend and indemnify you against third-party claims that the Service as provided by us infringes their intellectual property.

17. Changes

We may update these Terms. Material changes take effect 30 days after we notify your admin contact or post a revised version, whichever is later. Continued use after that is acceptance. Every version carries a version number and effective date, and superseded versions remain available on request.

18. Governing law and disputes

These Terms are governed by the laws of the state in which HoneyBeeDialer maintains its principal place of business, without regard to conflict-of-laws rules, and the parties submit to the exclusive jurisdiction of the state and federal courts of that state. Each party will attempt to resolve a dispute in good faith for 30 days before filing.

19. General

These Terms, together with the Privacy Policy, are the entire agreement between us on this subject. If a provision is unenforceable, the rest survives. Failure to enforce is not a waiver. You may not assign without our consent; we may assign to a successor in a merger or sale of assets. Nothing here creates a partnership, agency, or employment relationship. Neither party is liable for delay caused by events beyond reasonable control.

Contact

HoneyBeeDialer

All enquiries — support, billing, privacy, security and legal notices — go to support@honeybeedialer.com.
We are a small team and one monitored mailbox is answered faster than several that are not.

Related documents: [Privacy Policy](#)

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