

Terms of Service

Last updated: July 11, 2026.

1. Who we are & these terms

These Terms of Service ("Terms") are a binding agreement between CallTrack GmbH, Ursprungstrasse 32A, 8450 Andelfingen ("CallAmplify", "we", "us") and the business that registers an account ("Customer", "you"). By creating an account or using the service you accept these Terms. If you do not agree, do not use the service.

2. The service

CallAmplify is a software subscription providing an AI telephone assistant: it answers calls to your tracking number, speaks with callers, forwards or messages as configured, and records call data, transcripts, summaries and bookings. The service is assistive software, not a human operator and not a guaranteed answering service.

3. Eligibility & account

The service is for business use only. You confirm you are at least 18, act on behalf of a business, and are authorised to bind it. You must give accurate registration information and keep it current, keep your credentials secure, and are responsible for all activity under your account.

4. Trial, fees & billing

Use begins with a 14-day free trial. After the trial the subscription renews and is billed monthly in advance via Stripe until cancelled. Fees are stated at sign-up and exclude VAT and other taxes, which you pay in addition where applicable. We may change fees on at least 30 days' notice before your next renewal; continued use after the change means you accept it. Payments are non-refundable except where required by law.

5. Auto-renewal & cancellation

Your subscription renews automatically each month. You may cancel at any time, effective at the end of the current billing period, from your account settings or the Stripe portal. We do not provide pro-rata refunds for the remaining period. We may suspend or terminate your account for non-payment, breach of these Terms, or unlawful use, after notice where practicable.

6. Suspension

We may suspend the service immediately, without liability, to protect the platform or comply with law - for example on non-payment, suspected fraud or toll-fraud, a security threat, or breach of the Acceptable Use rules below.

7. Acceptable use

You must not, and must not allow anyone to: use the service unlawfully; send spam or make unlawful marketing, robocall or telemarketing calls; record calls without a lawful basis; harass, defraud or impersonate; infringe others' rights; attempt to breach security or exceed fair-use limits; or generate fraudulent or artificially inflated traffic. You are responsible for toll fraud and usage originating from your account.

8. Emergency calls - important

The service does not support emergency calls (e.g. 112, 911, 144) and must not be relied on to reach emergency services. Numbers provided through

CallAmplify are not a replacement for a traditional telephone line, may not connect to emergency services and may not transmit your location. You must maintain an alternative means of contacting emergency services. We are not liable for any inability to reach emergency services through the platform.

9. Phone numbers & regulatory registration

Phone numbers are supplied by our telecoms provider. To activate a number we are legally required to pass your business details - company name, registration/UID number, business address and contact details - to the provider and the competent telecoms regulator (in Switzerland, BAKOM). By ordering a number you confirm these details are accurate and consent to this transfer. Your business address must match the number's area code. Numbers are licensed to you for the term of your subscription, not sold; on termination, or where required by a regulator or carrier, a number may be reclaimed, and porting is subject to the receiving carrier's rules.

10. Call recording & consent

You are the data controller for your callers' data and are solely responsible for having a lawful basis and any required consent to record and process calls, including where two-party consent applies. We provide tools to help (such as an automated consent notice at the start of calls), but compliance is your responsibility. You will not disable required consent notices where the law requires them.

11. AI outputs - no guarantee

The AI may produce errors, and transcripts, summaries, classifications, bookings and other outputs may be inaccurate, incomplete or delayed. They are assistive and must not be relied on as professional advice or as a system of record without your review. We do not guarantee that any call will be answered, handled, transferred, booked or recovered, and we are not liable for missed, dropped or mishandled calls or for actions taken based on AI output.

12. Your data & intellectual property

We own the software, platform and all related IP. You own your account and call data. You grant us a licence to host, process and transmit your data to provide and improve the service and as described in our Privacy Policy, including creating aggregated and anonymised data that no longer identifies you or your callers, which we may use to operate and improve the service. Feedback you give us may be used without restriction.

13. Data protection

We process personal data as described in our Privacy Policy and, for caller data, as your processor under our Data Processing Agreement. For account data we are the controller; for caller data you are the controller and we are the processor. Sub-processors and international transfers are described in the Privacy Policy.

14. Third-party services

The service relies on third parties including our telephony provider, Stripe (payments), Google (calendar, optional) and AI providers. Their availability and terms are outside our control, and we are not liable for their acts, outages or changes.

15. Availability

We aim for high availability but do not guarantee uninterrupted or error-free service and provide no SLA unless separately agreed in writing. We may perform maintenance and may modify or discontinue features with reasonable notice.

16. Warranties

Except as expressly stated, the service is provided "as is" and "as available", and we disclaim all implied warranties (including merchantability, fitness for a particular purpose and non-infringement) to the fullest extent permitted by law.

17. Limitation of liability

To the fullest extent permitted by law, we are not liable for indirect, incidental, special or consequential damages, or for lost profits, lost business, lost revenue or lost or mishandled calls or bookings. Our total liability in any 12-month period is capped at the fees you paid us in that period. Nothing in these Terms excludes liability that cannot be excluded by law - including for gross negligence, wilful misconduct, death or personal injury, or mandatory statutory rights.

18. Indemnification

You will indemnify and hold us harmless from claims, losses and costs arising out of your use of the service, your content or calls, your breach of these Terms or the Acceptable Use rules, or your failure to obtain required caller consents.

19. Changes

We may update these Terms; we will notify account holders of material changes by email or in the app, and the date above shows the current version. Continued use after a change takes effect means you accept it.

20. General

Force majeure: neither party is liable for events beyond its reasonable control.

You may not assign these Terms without our consent; we may assign them to an affiliate or successor. If a provision is unenforceable, the rest remains in effect. These Terms, the Privacy Policy and the DPA are the entire agreement between us. Failure to enforce a term is not a waiver.

21. Governing law & jurisdiction

These Terms are governed by Swiss law, excluding its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction is Andelfingen (Zürich), Switzerland, subject to any mandatory consumer-protection law of your country of residence. The service is offered on a business-to-business basis.

22. Contact

hello@callamplify.ch