

Terms of Service

Last updated: April 6, 2026
PitchPal · yournextpitchpal@gmail.com

1. Agreement to terms

These Terms of Service constitute a legally binding agreement between you and PitchPal governing your access to and use of the PitchPal platform and all related services.

By creating an account, accessing, or using the Service in any way, you confirm that you have read, understood, and agree to be bound by these Terms and our Privacy Policy. If you do not agree, you must not use the Service.

2. Description of the Service

PitchPal is an AI-powered cold call training platform. It allows users to conduct simulated sales calls with AI-generated business owner personas, receive real-time transcription, and obtain scored feedback and coaching tips. The Service is intended solely for educational and professional development purposes.

AI prospects, responses, and feedback do not represent real businesses, real individuals, or professional advice. Results may vary and are not guaranteed.

3. Eligibility

You must be at least 16 years old to use PitchPal. By using the Service, you represent that you meet this requirement. If using on behalf of a business, you represent that you have authority to bind that entity.

You are responsible for complying with all local laws that apply to your use of the Service.

4. Your account

You agree to provide accurate, current, and complete information when creating your account. You are responsible for maintaining the confidentiality of your credentials and for all activity under your account.

Notify us immediately at yournextpitchpal@gmail.com if you suspect unauthorised access. You may not share credentials or create accounts on behalf of others without their consent.

5. Free plan and Pro plan

PitchPal offers a free tier with a limited number of practice calls per month, and a paid Pro plan with unlimited calls, Hard mode, detailed scorecards, and full history.

Free plan limits reset at the beginning of each calendar month. Features of each plan are subject to change with reasonable notice to active users.

Rate limits: For security and fair-use purposes, the Pro plan is subject to a limit of 10 practice calls per minute. Exceeding this limit may result in temporary suspension of call access. Normal usage is not affected by this limit.

6. Payments and billing

Pro subscriptions are billed monthly. By subscribing, you authorise us to charge your payment method automatically each month until you cancel.

All payments are processed by Stripe. Prices are in USD and subject to change with at least 30 days' notice to active subscribers.

If a payment fails, we will attempt to retry. Continued failure may result in Pro access being downgraded.

All sales are final. We do not offer refunds for partial subscription periods or unused credits. If you believe you were charged in error, contact yournextpitchpal@gmail.com within 14 days.

7. Cancellation

You may cancel your Pro subscription at any time through the billing portal in your account settings. Cancellation takes effect at the end of the current billing period. You retain full Pro access until that date and will not be charged again.

After cancellation, your account reverts to the free plan. Your session history is retained unless you delete your account.

8. Acceptable use

You agree not to: use the Service for any unlawful purpose; attempt to gain unauthorised access; reverse engineer or scrape the platform; use bots or automated scripts; abuse or overload our systems; share or resell your account; impersonate others; generate defamatory or harmful content; or circumvent usage limits or access controls.

We reserve the right to suspend or terminate accounts that violate these Terms without prior notice.

9. AI-generated content and limitations

PitchPal uses AI to generate prospects, responses, and feedback. You acknowledge that: AI content may be inaccurate or incomplete; feedback is for training only and not professional advice; AI performance may vary; and we are not responsible for decisions made based on feedback received through the Service.

10. Intellectual property

All content, technology, branding, and intellectual property associated with PitchPal are owned by us or our licensors. Your call transcripts and session data belong to you. By using the Service, you grant us a limited licence to process and store this data solely to provide and improve the Service.

You may not copy, reproduce, or create derivative works from any part of the Service without our written permission.

11. Privacy

Your use of the Service is governed by our Privacy Policy, which is incorporated into these Terms by reference. By using PitchPal, you consent to the collection and use of your information as described in the Privacy Policy.

12. Third-party services

PitchPal integrates with Clerk, Stripe, Vapi, Anthropic, Resend, and Supabase. Your use of these services is subject to their own terms and privacy policies. We are not responsible for the practices, availability, or content of any third-party services.

13. Disclaimer of warranties

THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. We do not warrant that the Service will be uninterrupted, error-free, or that it will meet your requirements.

14. Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY LAW, PITCHPAL SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. OUR TOTAL LIABILITY SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID US IN THE THREE MONTHS PRECEDING THE CLAIM, OR (B) \$50 USD.

15. Indemnification

You agree to indemnify and hold harmless PitchPal and its officers, directors, employees, and agents from any claims, liabilities, damages, costs, and expenses arising out of your use of the Service, your violation of these Terms, or your violation of any rights of another person or entity.

16. Termination

We may suspend or terminate your access at any time with or without notice if we believe you have violated these Terms or for operational, legal, or security reasons.

You may terminate your account by contacting yournextpitchpal@gmail.com. Upon termination, your right to access the Service ceases immediately. Provisions that by nature should survive termination will do so.

17. Service availability

We aim to make PitchPal available 24/7 but do not guarantee uninterrupted access. Downtime may occur due to maintenance, technical issues, or third-party outages.

We target best-effort availability of 99% per calendar month, excluding scheduled maintenance and third-party outages. This is not a contractual SLA guarantee. If you experience extended downtime affecting a paid Pro subscription, contact yournextpitchpal@gmail.com and we will review on a case-by-case basis.

18. Changes to these terms

We may modify these Terms at any time. When we make material changes, we will notify you by email and update the "Last updated" date. Continued use after changes constitutes acceptance. If you do not agree, you must stop using the Service.

19. Governing law

These Terms shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada. Any disputes shall be subject to the exclusive jurisdiction of the courts of Ontario, Canada.

If any provision is found unenforceable, the remaining provisions continue in full force and effect.

20. Contact us

Questions about these Terms? Email yournextpitchpal@gmail.com. We will respond within 5 business days.

