Updates to Podium's Terms of Service

October 1, 2026

We've updated our Terms of Service, including certain Additional Terms and other documents incorporated into our Terms of Service as described below (collectively, the "Terms"). These updates went into effect for new clients beginning on October 1, 2026 and will go into effect for existing users on October 15, 2026 (unless you have a separate, negotiated agreement with Podium that supersedes the Terms). Beginning on that date, you will need to accept the Terms and acknowledge the Privacy Policy when you log into your account, in order to continue using the Podium Services.

Capitalized terms not defined on this page have the same meanings given to them in the Terms. You can read the full terms in the links below, along with summaries of key updates and other important information, including answers to some frequently asked questions (FAQs).

FAQs

Where can Podium's Terms be accessed?

Podium's Terms are currently available within the Podium Legal Center (the "Legal Center"). The Legal Center houses Podium's standard Terms for all Podium clients, including those located in the United States, Canada, and Australia ("Client(s)"), and the different products and services we provide.

The Terms available in the Legal Center include:

1. Terms of Service
2. Acceptable Use Policy (“AUP”)
3. Privacy Policy
4. Payments Service Terms
5. Fraud Protection Service Terms
6. Terminal Service Terms
7. Phones Service Terms
8. Marketplace Terms of Service
9. Business Associate Agreement (US Only)
10. Data Processing Addendum

11. Third-Party Service Terms Addendum
12. API Terms of Use
13. Developer Terms

Why are the Terms being updated?

Podium updates its Terms from time to time, as needed, to better support you and your business, to align our Terms with changes to applicable laws, rules, and regulations, to account for general industry changes, and to incorporate new or updated elements as Podium builds or offers new products/features.

With this update, key areas of focus include: (1) adding terms for Podium's AI Services, (2) introducing usage-based pricing and overage fee structures, (3) consolidating hardware warranty and refund terms into a standalone policy, and (4) making general clarifications and structural improvements across all documents.

How do the Terms support new products and features?

Many of the latest updates to our Terms support recent or upcoming product and feature launches, including but not limited to the following:

- **AI Services**: Podium's AI-powered tools, including AI agents
- **Usage-Based Pricing**: New fee categories (Usage Fees, Overage Fees, One-Time Fees) to support flexible billing. These fee categories are intended to clarify the different types of fees that already apply to your Subscription and the Services you use. Your existing Subscription Fees to which you've already agreed are not changing as a result of this update.
- **Podium Limited Hardware Warranty and Refund Policy**: A new standalone policy governing all Podium hardware (Desk Phones, Terminal Products)

Please see the summaries below for a more detailed overview of key changes to our Terms.

Do these updates apply to me?

These updates apply to anyone who accesses or uses Podium's Services. Please note, however, that if you or your company have entered into a separate written agreement with Podium concerning specific services, the terms of that agreement control if there is any conflict between that agreement and the updated Terms, unless the contract otherwise allows for the applicable terms to be updated via this process.

When will this update apply to me?

The updates went into effect for new clients beginning on October 1, 2026 and will go into effect for existing users on October 15, 2026. Beginning on that date, you'll be prompted to accept the updated Terms when you log in to your Podium account.

What if I don't want to accept the updated Terms?

In order to continue accessing/using Podium's Services, you'll need to accept the updated Terms. If you have any specific questions/concerns, we can help to address those. Please contact Podium Support at support@podium.com with any questions.

Again, if you or your company have entered into a separate written agreement with Podium concerning specific services, the terms of that agreement control if there is any conflict between that agreement and the updated Terms, unless the contract otherwise allows for the terms and conditions to be updated via this process.

Where can I see previous versions of the Terms?

Previous versions of the Terms can be found in the Legal Center.

Updates to the Terms of Service

- **Section 2.1 (Services)**: We added "artificial intelligence services" as a named category of Services provided through the Podium Services. We removed legacy references (such as "formerly Voice" and "formerly Campaigns") and added language stating that use of the Services in excess of the applicable Scope of Use may result in additional fees.
- **Section 2.3 (Modification of the Services)**: We clarified that if Podium makes a material adverse change to a specific Service, you may terminate that Service and receive a pro-rated refund of pre-paid, unused Fees for that Service.
- **Section 2.4 (Additional Terms)**: We added a new "Third-Party Terms" provision. If you use Third-Party Services in connection with the Podium Services, you agree to be bound by the applicable third-party terms.
- **Section 3.2 (Account Registration)**: We updated the liability standard for unauthorized account use. Podium will not be liable for losses or damages arising from unauthorized use of your account unless such loss was solely and directly caused by Podium's gross negligence or willful misconduct.
- **Section 3.3 (Eligibility and Use by Others)**: We clarified that Authorized Users must be natural persons and may not include bots, competitors, or third-party data scrapers other than in accordance with the Acceptable Use Policy. Podium may also audit your use of the Services to verify compliance with the Agreement.
- **Section 3.6 (General Restrictions)**: We added a restriction on automated access to the Services, except in accordance with the Acceptable Use Policy (see "Use of Agents" below).
- **Section 3.8 (AI Services)**: We restructured and expanded the AI Services section to provide clearer terms around your use of AI Services. Key updates include:
    - **Compliance**: You must use AI Services in compliance with these Terms, including the AUP.
    - **No High-Risk Activities**: The list of prohibited high-risk activities now includes legal advice and financial advice or decisions.
    - **Pricing Output**: A new section clarifies that Podium is not liable for pricing errors or inaccuracies when you use AI Services to quote or negotiate pricing. You retain full responsibility for reviewing and approving all pricing terms before any binding commitments are made.
- **Section 4.1 (Rights in Client Data)**: We added "Client trademarks, trade names, service marks, and logos" to the list of items included in Client Data. We also clarified that the licenses granted to Podium under this section are transferable in accordance with the terms of the agreement.

- **Section 4.5 (Storage)**: This section has been removed. Data retention and export obligations following termination are now addressed in Section 8.4.1 (Client Data Export and Deletion).
- **Section 4.5 (Privacy and Data Processing)**: We renamed "Service Provider" to "Service Partner" to align with the updated Data Processing Addendum. We also added language clarifying that Podium's obligations with respect to Client Data are limited to those explicitly stated in the Agreement and the DPA, and that Client is solely responsible for the accuracy, quality, integrity, and legality of all Client Data.
- **Section 4.6 (Franchisor/Licensor Data Sharing)**: If you are a franchisee or licensee, you authorize Podium to share Client Data with your franchisor or licensor, provided the franchisor or licensor has a contractual right to access that data. You may be required to provide a copy of the relevant Franchise or License Agreement demonstrating that right.
- **Section 5.2 (Customer Consent)**: Some AI Services may include speech recognition, transcription, or similar capabilities that may require informed consent from Customers under applicable Laws.
- **Section 6.2 (Support)**: We expanded this section to cover onboarding, data migration, and professional services. Where Services include data migration, you are responsible for delivering your data in a usable format and confirming its accuracy.
- **Section 7 (Fees and Payment)**: We made several updates to this section:
    - **New Fee Categories (Section 7.1)**: We added definitions for "One-Time Fees" (setup, implementation, onboarding, professional services), "Usage Fees" (calculated based on consumption of Services), and "Overage Fees" (for use exceeding your Scope of Use).
    - **Payment Terms (Section 7.2)**: We restructured payment terms to specify that: (a) Subscription Fees are paid annually in advance, unless your Subscription Documentation states otherwise; (b) One-Time Fees are due as invoiced and are not subject to auto-renewal; (c) Usage Fees are invoiced monthly in arrears; and (d) Overage Fees are charged in arrears. We also updated the non-refundable provision to clarify that all Fees (including Usage Fees, Overage Fees, and One-Time Fees) are non-refundable, except as expressly provided in the Agreement.
    - **Cross-Border Tax Registration (Section 7.3)**: For cross-border sales into Canada or Australia, Podium may require you to provide a valid tax registration number (e.g., Canadian GST/HST Number, Australian ABN) confirming your status as a registered business entity.
    - **Usage Rate Changes (Section 7.5)**: Podium may update published usage rates at any time upon 30 days' prior written notice. Updated usage rates apply to all usage occurring on or after the effective date specified in the notice, regardless of your current Subscription Term.
    - **Usage Overages and Overage Fees (Section 7.6)**: If your use exceeds the applicable Scope of Use, you may be charged Overage Fees at Podium's then-current rates. You may dispute Overage Fees within 30 days of invoice.
- **Section 8.1 (Term)**: We updated the non-renewal notice period from one (1) month to thirty (30) days before the end of the then-current Subscription Term to provide clarity for our Clients.
- **Section 8.2 (Suspension of Services)**: We expanded the grounds for suspension to include: unpaid Overage Fees, Usage Fees, and One-Time Fees, as well as violations of the AUP. We also updated it to clarify Clients remain responsible for payment of Fees during any suspension period, regardless of fault or duration.
- **Section 8.3 (Termination for Cause)**: We restructured the bankruptcy/insolvency provision and added a new section (Section 8.3.1 (Dissolution or Cessation of Business)) addressing termination in the event of Client dissolution or cessation of business. If applicable, you may be required to provide documentation to Podium, and you remain responsible for Fees due for the remainder of your Subscription Term.
- **Section 8.4 (Effect of Termination)**: Upon termination, all accrued and unpaid Fees become immediately due and payable. One-Time Fees paid prior to termination are fully earned and non-refundable.

- **Section 8.4.1 (Client Data Export and Deletion)**: A new section addresses your data after termination. You may export your Client Data at any time during your Subscription Term. Following termination, you may request data export within 30 days ("Export Period"), subject to payment of all outstanding Fees and Podium's then-current professional services rates.
- **Section 10.2 (Suggestions)**: We updated the terms regarding Suggestions (feedback, ideas, or improvements) you provide to Podium to address Podium's license to use and incorporate such feedback. We clarified that any implementation of Suggestions incorporated into Podium Technology is owned exclusively by Podium.
- **Section 11 (Third-Party Services)**: Throughout the Terms, we renamed "Third-Party Providers" and "Third-Party Products" to "Third-Party Services" to simplify and consolidate terminology. The substance of Podium's disclaimers regarding Third-Party Services remains the same.
- **Section 12.1 (Indemnification by Client)**: We added a new indemnification trigger: Client's reliance on or implementation of any Output generated by the AI Services.
- **Section 12.3 (Exclusions to Podium's Indemnification)**: We added IP infringement remedies: if you cannot use a portion of the Services due to an IP infringement claim, Podium may procure the right for continued use, replace or modify the Service, or terminate and refund unused Fees.
- **Section 15.1.3 (Location)**: For Australian Clients, mediation may now occur remotely or in Melbourne, Victoria, Australia (previously, remote participation was not specified).
- **Section 15.4 (Class and Jury Trial Waiver)**: We added a class action and jury trial waiver. You may opt out of the class action waiver by sending written notice to legal@podium.com within 30 days of first accepting the Agreement.
- **Section 15.5 (Limitation on Claims)**: We clarified that a 12-month limitation period for claims (excluding fraud, willful misconduct, and payment obligations) applies. This period is tolled during mediation. For Australian Clients, this limitation does not apply to non-excludable rights under the Australian Consumer Law.
- **Section 16.2 (Notices)**: We updated the notice provision so that notices to Podium must be sent to Podium Headquarters *and* by email to legal@podium.com. We also added that Podium may provide usage notifications and Overage Fee notices through the Services dashboard, email, or other electronic means.
- **Section 16.6 (Subcontractors; Service Partners)**: We renamed "Service Providers" to "Service Partners" and "other third parties" to "Subcontractors" to align with the updated DPA. The substance of Podium's responsibility for its obligations under the Agreement remains the same.
- **Section 16.13 (Attorneys' Fees and Costs)**: We clarified the circumstances under which the prevailing party may recover attorneys' fees and costs, including actions to collect unpaid fees and enforce intellectual property rights.

Updates to the Privacy Policy

- **Services Description**: We added "artificial intelligence and record management services" to the description of Services covered by the Privacy Policy.
- **Processor/Service Provider Role**: We added language clarifying that Podium processes personal information about Customers in a "processor" or "service provider" capacity, and that the Privacy Policy does not cover how Clients use Customer personal information.
- **Contact Profiles**: We updated Section 2.2 (Usage Information) to clarify that we may create contact profiles that combine information from multiple interactions and data sources.
- **Google Linked Accounts**: We updated the language around linked Google accounts to clarify that Podium may use information from linked emails to "customize and refine the performance of third-party artificial intelligence tools" personalized for you,

rather than to "develop, train, and improve" AI models.

- **AI Services and Personal Information**: We added language in Section 3.1 (Providing and Improving Our Services) explaining that AI Services may personalize user experiences, provide automated responses and recommendations, and perform other functions. We also added that Podium may customize and refine the performance of third-party AI tools used to provide our Services.
- **AI Autonomous Communications**: Certain AI Services may autonomously communicate with Customers on behalf of Clients via text message, voice call, review response, and other channels, and may access Customer personal information to provide personalized responses.
- **Client AI Disclosure Responsibility**: Clients are solely responsible for providing any legally required disclosures to Customers regarding the use of AI features.
- **Global Privacy Control (GPC)**: We updated Section 5.3 (Your Choices) to state that Podium recognizes and honors Global Privacy Control (GPC) signals as valid opt-out requests for the sale or sharing of personal information where required by applicable law.
- **Messaging Terms**: We updated the reference from "SMS Terms and Conditions" to "Podium Messaging Terms and Conditions."

Updates to the Acceptable Use Policy

- **AI Message Identity Prohibitions**: We added language clarifying that prohibitions against falsification of identity or origin apply equally to messages initiated, sent, or facilitated by AI Services on your behalf. You may not configure AI Services to misrepresent the origin of any communication.
- **Use of Agents**: We added a new section titled "Use of Agents" that governs the use of any software, bot, crawler, scraper, or automated system (including AI-based systems) that accesses or interacts with Podium Services. Key provisions include:
    - **Limitation on Access**: Podium may limit, restrict, suspend, or terminate Agent access at its sole discretion, including by imposing rate limits, access controls, or authentication requirements without prior notice.
    - **Prohibited Uses**: Agents may not copy, extract, or scrape Podium content; use Podium content to build competitive products or train AI/ML models; or access the Services to monitor competitively sensitive information.
    - **Enforcement**: Violations may result in immediate suspension or termination of access and the requirement to delete or return any improperly obtained Podium content.
- **Scope of Use and Reasonable Use Limits**: AI Services are subject to Scope of Use limits. Exceeding those limits may result in Overage Fees in addition to suspension or termination. Actions taken through AI Services count toward your usage allocations.
- **AI Services**, Responsibility, and Oversight: AI Services can perform actions on your behalf within your Podium account. You are responsible for all AI Service actions (including communications, transactions, and content generated through the Services) and are expected to maintain appropriate oversight, including reviewing AI-generated content for accuracy. All provisions of the AUP apply to AI Service actions.
- **Your Responsibility**: AI Service actions are treated as your actions for purposes of this Policy and applicable law.
- **Human Oversight**: You should monitor AI interactions with Customers, particularly during initial deployment.

Updates to the Data Processing Addendum

- **Processing Details (Section 2.1)**: We added language clarifying that the subject matter, nature, purpose of processing, types of Covered Data, categories of Data Subjects, and duration of processing are as described in the Underlying Agreement and documents referenced therein.
- **Security Incident Notification (Section 2.3.4)**: We refined the breach notification provision by: (a) defining "Security Incident" as a confirmed breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Covered Data; (b) requiring Podium to notify Client without undue delay after becoming aware of a Security Incident; and (c) requiring Podium to provide sufficient information to enable Client to fulfill its notification obligations.
- **Data Return (Section 2.3.7)**: We added a data return option. Upon termination, Podium will delete or, if specifically requested by Client, return Covered Data. Any return of Covered Data will be in a format reasonably determined by Podium, and Client will bear any costs associated with such return.
- **Service Partners (Section 4)**: We adopted the "Service Partners" terminology and added language requiring Podium to enter into a written agreement with each Service Partner that imposes data protection obligations no less protective than those set forth in the DPA.
- **Conflicts and Liability (Section 6)**: We clarified that the DPA controls over the Underlying Agreement specifically with respect to Podium's Processing of Covered Data. We also added language confirming that Podium's aggregate liability under the DPA is subject to the limitations of liability set forth in the Underlying Agreement.

Updates to the Payments Service Terms

- **PCI DSS Compliance (Section 3.2)**: We added language clarifying that with respect to Transactions processed through the Payment Processing Services, Podium acts solely as a service provider (as defined under PCI DSS) within your cardholder data environment. You remain the merchant of record and retain full responsibility for your own PCI DSS compliance obligations.
- **Terminal Products (Section 2.2)**: We added language incorporating the Podium Limited Hardware Warranty and Refund Policy by reference for any Terminal Products.
- **Chargebacks and Disputes (Section 5.4)**: We restructured and expanded the chargebacks section. Client is solely responsible for all chargebacks, reversals, claims, fines, fees, penalties, and related liability, and authorizes Podium to deduct such amounts from available balances. If balances are insufficient, Client agrees to pay within five business days of demand. We also added a new Prohibited Chargeback Practices provision stating that Client shall not encourage or instruct customers to initiate chargebacks; violation constitutes a material breach.
- **Prohibited Transmissions (Section 6.4)**: A new section prohibits the transmission of cardholder data (as defined by PCI DSS) through Podium Services other than the Payments Service, including primary account numbers, card security codes, magnetic-stripe data, and other sensitive authentication data.
- **Right to Setoff (Section 7.8)**: A new section provides that Podium may, without prior notice, setoff any amounts you owe from your PPSP Account balance, pending settlement or payout, the Reserve, or your bank account.
- **Indemnification (Section 9)**: We added additional details to the indemnification provision. Client agrees to defend, indemnify, and hold harmless Podium from claims arising from: use of the Payments Service, breach of the Agreement or PPSP Agreement, Client's products or services, Transactions, fines or penalties imposed by payment networks or regulators, and unauthorized or fraudulent activity associated with Client's account.
- **Stripe Capital (Section 10.3)**: We removed the beta label from Stripe Capital, as it is now a generally available financing service.
- **Prohibited Businesses (Section 6.2)**: We simplified the Prohibited Businesses list by removing categories already covered by the AUP and the Stripe Restricted Business List.

Updates to the Phones Service Terms

- **Phones Availability (Section 2.1)**: We added Canada to the list of countries where Podium Phones may be used (previously United States and Australia only).
- **Desk Phone Availability**: We removed the geographic limitation that restricted Desk Phones to the United States and Australia only.
- **Web Phone (Section 1)**: We updated the Web Phone definition to include both the "web or desktop application" (previously only "desktop application").
- **Recording and Transcription (Section 3.3)**: We expanded this section to expressly include transcription features alongside recording features. You remain solely responsible for complying with applicable Laws when using these features.
- **Fees (Section 6.2)**: We added "Industry Fees" to the types of fees for which you are responsible in connection with your use of Phones.
- **Limited Desk Phone Warranty (Section 8)**: Warranty and refund rights for Desk Phone Products are now governed by the new Hardware Warranty Policy (see below).

Updates to the Terminal Service Terms

- **Terminal Products as Podium Hardware (Section 1)**: We updated the definition to clarify that Terminal Products are "Podium Hardware" for purposes of the Hardware Warranty Policy.
- **Territory (Section 1)**: We removed the separate "Terminal Services Territory" definition and simplified references to use the standard "Territory" definition from the Terms of Service.
- **Returns (Section 3.4)**: Returns of Terminal Products are now governed by the Hardware Warranty Policy (see below).
- **Limited Hardware Warranty (Section 9)**: Warranty coverage for Terminal Products is now governed by the Hardware Warranty Policy (see below for key provisions).
- **Disclaimer and Liability (Sections 10, 11)**: We updated the disclaimer and liability provisions to reference the Hardware Warranty Policy, which controls for all hardware-related matters.

New: Podium Limited Hardware Warranty and Refund Policy

We introduced a new Hardware Warranty Policy that consolidates warranty, refund, and return terms for all Podium hardware products (Desk Phones and Terminal Products). Key provisions include:

- **12-Month Warranty Period**: Podium Hardware is warranted against defects in materials and workmanship under normal use for 12 months from the date of delivery.
- **Warranty Exclusions**: Coverage does not apply to damage from misuse, neglect, accident, unauthorized servicing or modification, acts of God, or use outside published specifications.
- **Warranty Remedies**: If a valid claim is made during the Warranty Period, Podium will, at its option, repair or replace the hardware with new or refurbished hardware of equal or greater functionality, or provide a refund or credit for the purchase price.
- **90-Day Refund Window**: Podium Hardware (other than Terminal Products, which have a 21-day window) may be returned for a full refund within 90 days of shipment if in original condition with all packaging, documentation, and accessories.

- **RMA Required**: To initiate a warranty claim, you must contact Podium Support to request a Return Material Authorization (RMA) number. Returns without an RMA may be rejected.
- **Promotional Hardware**: If you received hardware at no cost or at a reduced cost and cancel before the later of 12 months from delivery or the end of your initial Subscription Term, you must return the hardware within 30 days or Podium may charge the full retail price.
- **Liability Cap**: Podium's liability for hardware warranty claims is limited to the purchase price paid for the affected hardware. Podium will not be liable for indirect, incidental, special, or consequential damages.
- **Australian Consumer Law**: For Australian Clients, the Policy includes a notice regarding non-excludable guarantees under the Australian Consumer Law.

New: Third-Party Service Terms Addendum

We introduced a new Third-Party Service Terms Addendum that consolidates the specific terms and notices Podium is contractually required to pass through from certain third-party providers. The Addendum applies only to Clients who use the corresponding Third-Party Service. By enabling or using a Third-Party Service, you agree to the applicable Third-Party Terms in addition to Podium’s Terms of Service.