

New Vocals AI Services



VOXCALL[®]



TERMS OF USE

VOXCALL[®]

TERMS OF SERVICE FOR VOXCALL®

DEFINITIONS

"VOXCALL®" REFERS TO PROFIT TARGET LDA, INCLUDING ITS DIRECTORS, ADMINISTRATORS, EMPLOYEES, AGENTS, AND AFFILIATED ENTITIES.

SERVICE DESCRIPTION

VOXCALL® offers an artificial intelligence-managed telephony system along with related services, collectively referred to as the "Service". Access to and use of the Service are governed by these Terms of Service ("Terms").

ACCEPTANCE OF TERMS

By accessing and using the Service, you agree to comply with these Terms. If you do not fully accept the Terms, you may not access or use the Service. These Terms supersede all prior agreements or understandings, whether written or oral, related to the Service.

MODIFICATION OF TERMS

VOXCALL® reserves the right to modify these Terms at its own discretion, including the Privacy Policy and other policies mentioned herein, at any time without prior notice. Your continued use of the Service after such changes implies your irrevocable consent to the revised Terms.

ELIGIBILITY

You attest and warrant that you are at least 18 years old. Individuals under 18 are not permitted to use the Service.

PROHIBITED USES You agree not to use the Service for illegal activities or in a manner that violates local, regional, national, or international laws.

You are solely responsible for ensuring that your use of the Service complies with all applicable laws and regulations.

PROHIBITED USES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING ACTIVITIES:

- Engaging in criminal activities
- Pursuing malicious, fraudulent, or illegal purposes
- Infringing on the intellectual property rights of Voxcall® or others
- Engaging in defamatory, harassing, abusive, or threatening behavior
- Distributing unsolicited spam
- Sending viruses, malware, or other harmful codes
- Collecting or sharing personal information without authorization
- Disrupting the operations or security measures of the service

USER CONTENT You are solely responsible for any content you contribute, post, or transmit through the Service. You warrant that you own or have the right to use and authorize the use of this content in accordance with these Terms.

Disclaimer

Voxcall® provides its voice call services, including call recordings and transcriptions, for experimental purposes and private testing only. Users must be aware that recording human voices without their explicit consent is prohibited by the laws in many countries, including those under the General Data Protection Regulation (GDPR) which is applicable across the European Union. These laws strictly forbid the use of such recordings for commercial purposes.

Voxcall® disclaims any responsibility for the misuse of its services, including but not limited to, the use of call recordings and transcriptions for fraudulent or criminal activities. Users are solely responsible for ensuring that their use of Voxcall®'s services complies with all applicable laws and regulations. Voxcall® shall not be held liable for any actions taken by users that violate these terms.

By using Voxcall®'s services, users acknowledge and accept this disclaimer and agree to use the services in compliance with legal and ethical standards.

Voxcall® reserves the right to terminate access to its services for users found to be in





ACCOUNTS To access certain features of the Service, it is necessary to create an account. You ensure the accuracy and timeliness of the information provided when creating your account. You are also responsible for the confidentiality of your password and the management of your account, including any associated activity, whether authorized or not. The choice of a username must respect this Agreement and not infringe on the identity of others.

DISCOVERY PLAN The Discovery plan is offered at no monthly or annual cost. It allows for flexible account recharges with variable amounts. The flexibility to choose between fixed amounts or an open field for recharges is currently under review.

DISANGAGEMENT FROM PRO PLAN

To cancel the Pro plan, a request must be sent via email directly from our website, including the user's personal references and Personal Code.

CREDITS FOR POSTING VOXCALL® CONTENT

Users will receive a credit of €5 for posting or sharing a VOXCALL® post on social networks, applicable once on each of two specified networks. To validate this credit, the user must add a direct link to voxcall.ai and include their Following Code in the post. An email with a link to the post must then be sent to us for verification.

PRIVACY POLICY The Privacy Policy of Voxcall® is an integral part of these Terms and is considered accepted before any use of the Service. This policy outlines how we collect and use your personal data.

OWNERSHIP AND PROPERTY RIGHTS The Service is the exclusive property of Voxcall®. This includes visual interfaces, graphics, design, systems, methods, information, computer code, software, and all components of the Service (collectively referred to as "Materials"), which are protected by copyright, trademarks, patents, and international intellectual property laws and conventions. All Materials are copyrighted by Voxcall® or its affiliated entities, in accordance with European and international laws.

FEEDBACK By providing feedback, suggestions, improvements, enhancements, and/or feature requests related to the Service ("Feedback"), you automatically transfer to Voxcall® all rights, title, and interest in such Feedback, including any intellectual property rights therein. Voxcall® is free to use and share this Feedback without restriction or obligation of compensation to you.

INDEMNIFICATION You agree to fully indemnify and defend Voxcall® against any claim, damage, liability, loss, investigation, or expense (including attorney fees and court costs) arising from your use of the Service, your failure to comply with these Terms, or the violation of a third party's rights. Voxcall® has the right, at your expense, to assume the exclusive defense of any claim for which you are required to indemnify us, and you must cooperate with our defense. The terms of this section shall survive the termination of your account or access to the Service.

LIMITATION OF LIABILITY Voxcall® is not liable for any indirect, incidental, special, consequential, or punitive damages, or for any loss of profits, revenue, data, or business opportunities, regardless of the circumstances (contract, tort including negligence, strict liability, or otherwise), even if informed of the possibility of such damages. The above limitation may not apply if the laws of your jurisdiction prohibit the exclusion or limitation of liability for incidental or consequential damages.

TERMINATION Voxcall® may terminate your access to the Service at any time and for any reason, without notice. This termination may affect your account, licenses, and result in the deletion of information associated with your account. Provisions of these Terms that, by their nature, should survive termination will remain in effect after such termination, including, but not limited to, ownership provisions, warranty disclaimers, indemnification, and limitations of liability.

GOVERNING LAW These Terms are governed by and construed in accordance with European laws, without regard to principles of conflict of laws. You irrevocably consent to the exclusive jurisdiction of the courts located in Europe for any proceedings arising out of or related to these Terms or your use of the Service.

DISPUTE RESOLUTION Any dispute related to these Terms or the use of the Service will be finally settled by arbitration. The arbitration will take place in Europe, in English or French, and will be governed by the European Commercial Arbitration Rules. The decision of the arbitrator will be final, binding, and enforceable as a judgment in any competent court.

GENERAL PROVISIONS These Terms represent the complete agreement between you and Voxcall® regarding the use of the Service and supersede all prior communications and proposals, whether electronic, oral, or written. No revision of these Terms is valid unless it is in writing and signed by an authorized representative of Voxcall®.

SERVICE CHANGES Voxcall® reserves the right to modify or discontinue the Service at any time without notice, at its sole discretion. Voxcall® is not liable to you or any third party for any modification, suspension, or discontinuation of the Service.

NOTICE OF CHANGES Voxcall® may notify you of changes to the Service or these Terms by email, postal mail, or by posting announcements on the Service's website.

CONTACT For any questions or concerns about these Terms or the Service, please contact Voxcall® using our contact solutions on the voxcall.ai website.

SEVERABILITY If any provision of these Terms is found to be unenforceable or invalid by a competent court, that provision will be modified or eliminated to the extent necessary so that these Terms remain valid and enforceable.

NON-WAIVER The failure of Voxcall® to enforce any right or provision of these Terms does not constitute a waiver of that right or provision in the future.

ASSIGNMENT You may not assign or transfer these Terms without the prior written agreement of Voxcall®. Voxcall® may assign these Terms without restriction. These Terms apply to and benefit the parties, their successors, and permitted assigns.

SURVIVAL OF PROVISIONS The provisions relating to ownership rights, indemnification, limitations of liability, and dispute resolution, as well as any provision intended to survive the termination of these Terms, will remain in effect.

ENTIRE AGREEMENT These Terms, along with any policy or operational rule published by Voxcall® regarding the Service, constitute the complete agreement between you and Voxcall® concerning the subject matter herein and supersede all prior communications, whether electronic, oral, or written, between you and Voxcall® regarding the Service.