

## **VoiceController Terms of Use**

Terms of Use Effective Date: 9.16.24

Welcome to <u>www.voicecontroller.ai</u> ("Website"). By accessing or using the Website, you agree to comply with and be bound by the following Terms of Use. Please read these terms carefully. If you do not agree with any of these terms, do not use this Website.

1. Acceptance of Terms By accessing or using the Website and its services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use, as well as our Privacy Policy, which is incorporated herein by reference. We reserve the right to modify these Terms at any time. Your continued use of the Website following any changes constitutes your acceptance of the updated terms.

2. Eligibility You must be at least 18 years of age to use the Website. By using the Website, you affirm that you are of legal age to form a binding contract with us and meet all eligibility requirements.

3. Services Provided <u>www.voicecontroller.ai</u> provides AI Voice Agent software and tools designed to interact with various applications and devices ("Services"). The specifics of the Services may evolve over time, and we reserve the right to modify, suspend, or discontinue the Website or any Service, at any time, with or without notice.

4. User Accounts To access certain features of the Website, you may be required to create an account. You agree to: • Provide accurate, current, and complete information during the registration process. • Maintain and promptly update your account information. • Be responsible for the security of your account credentials.
• Notify us immediately if you suspect any unauthorized use of your account. You are responsible for all activities that occur under your account.

5. License and Intellectual Property We grant you a limited, non-exclusive, nontransferable, and revocable license to access and use the Website and Services for personal, non-commercial purposes in accordance with these Terms of Use. All content, features, and functionality on the Website, including but not limited to software, text, images, graphics, and logos, are owned by <u>www.voicecontroller.ai</u>, its licensors, or other third-party providers, and are protected by copyright, trademark, and other intellectual property laws. You may not modify, reproduce, distribute, create derivative works, or commercially exploit any portion of the Website or Services without our express written consent.

6. Prohibited Uses You agree not to: • Use the Website or Services for any unlawful purpose or to solicit others to engage in unlawful activities. • Disrupt, interfere with, or damage the Website, its servers, or networks. • Attempt to access any unauthorized parts of the Website or Services. • Transmit any malicious code, viruses, or harmful data through the Website. • Misrepresent your identity or affiliation with any person or entity.

7. Fees and Payments Some features of the Website or Services may be offered on a paid basis. All fees are exclusive of taxes, which you are responsible for. We reserve the right to change our pricing and payment terms at any time, but will notify you of any changes.

8. Disclaimer of Warranties The Website and Services are provided on an "as-is" and "as available" basis, without any warranties of any kind, express or implied. We do not warrant that the Website will be error-free, uninterrupted, secure, or free of viruses or other harmful components. To the fullest extent permitted by law, <u>www.voicecontroller.ai</u> disclaims all warranties, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

9. Limitation of Liability In no event will <u>www.voicecontroller.ai</u>, its affiliates, or licensors be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation loss of profits, data, or use, arising out of or in connection with your use of the Website or Services, even if advised of the possibility of such damages. Our liability to you for any direct damages arising out of your use of the Website or Services shall not exceed the amount you have paid, if any, to <u>www.voicecontroller.ai</u> in the past 12 months.

10. Indemnification You agree to indemnify and hold harmless <u>www.voicecontroller.ai</u>, its officers, directors, employees, and affiliates from and against any claims, liabilities, damages, losses, or expenses, including legal fees, arising out of your use of the Website or Services or your violation of these Terms of Use.

11. Termination We reserve the right, in our sole discretion, to terminate your access to the Website or Services, without notice, for any reason, including but not limited to your violation of these Terms. Upon termination, your right to use the Website and Services will immediately cease.

12. Third-Party Links The Website may contain links to third-party websites or services that are not owned or controlled by <u>www.voicecontroller.ai</u>. We have no

control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. Your use of such third-party sites is at your own risk.

13. Governing Law These Terms of Use shall be governed by and construed in accordance with the laws of Maricopa county, Arizona, without regard to its conflict of law principles. You agree to submit to the exclusive jurisdiction of the courts located in Maricopa County, Arizona for the resolution of any disputes arising from these Terms or your use of the Website or Services.

14. Changes to the Terms We may update these Terms of Use from time to time. Any changes will be posted on this page with the updated effective date. Your continued use of the Website after such changes indicates your acceptance of the new Terms.

15. Contact Information If you have any questions or concerns about these Terms of Use, please contact us at: • Email: <a href="mailto:support@voicecontroller.ai">support@voicecontroller.ai</a> By using the Website, you acknowledge that you have read, understood, and agree to these Terms of Use.