

TERMS OF SERVICE

Last updated: 07/19/2024

PLEASE READ THESE TERMS OF SERVICE “**TOS**” CAREFULLY AS THEY, TOGETHER WITH THE SERVICE DOCUMENTS REFERENCED BELOW, CONSTITUTE A LEGALLY BINDING AGREEMENT THAT CONTAINS IMPORTANT INFORMATION REGARDING CUSTOMER’S LEGAL RIGHTS AND REMEDIES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, CUSTOMER ACKNOWLEDGES AND AGREES THAT EVE.CALLS INC. (“**WE**,” “**US**”, or “**COMPANY**”) MAY CHANGE THESE TOS AT ANY TIME AS SET FORTH HEREIN.

Customer (and any purported representative of Customer) represents and warrants that it has the lawful authority to bind Customer to accept the TOS, and that Customer (and any purported representative of Customer) has read, understood, acknowledged and agreed to be bound by these TOS. The “TOS” means the terms and conditions located at this URL (<https://evecalls.com/downloads/legal/tos.pdf>) including without limitation any terms and conditions contained in the other URLs contained in these TOS.

Certain Definitions

- **Customer or you:** Includes a company, and/or its employees or independent contractors, who have been granted authorization to the Platform and are permitted by Customer to access and manage personal accounts on the Platform. If you do not agree to these TOS, you are prohibited from using or accessing our Platform and/or Services.
- **Platform:** A patented, unique, and exclusive software and hardware system developed by Company. The Platform integrates a set of neural networks designed for audio signal analysis, real-time audio transcription (Speech-to-text), text vocalization (Text-to-speech), and interpretation and linguistic analysis of text extracted from phone conversations. Company uses the Platform to provide services under these TOS. The Platform serves as an AI voice agent that conducts real-time telephone conversations over the phone using Customer’s pre-recorded or generated voice. This is based on scripts predetermined by the Customer, providing interactions that may be personalized and efficient.
- **Services:** A list of all Services and their pricing is located at <https://cp.evecalls.com/pricing>. This page is accessible once you register and obtain your unique protected authorized access to the Virtual Account. using your email (phone) and a password known only to you. You independently select the quantity and type of services using the Platform. Some services on the Platform are offered as recurring monthly subscriptions. The type of service (one-time or monthly) is indicated on the page <https://cp.evecalls.com/pricing>. When Customer subscribes to a service using the Virtual Account, Customer agrees that the Service will automatically renew each calendar month until they cancel the subscription using the Platform.
- **Virtual Account:** Each Customer must register on the Platform at <https://cp.evecalls.com/register> and obtain a Virtual Account—an authorized, unique, and security-protected for accessing the Platform using their credentials (email, phone, password). Through the Virtual Account, Customer can order, access, and utilize the Platform’s services. All information about the Services delivered, including their amount, name, and type, is updated immediately.

All actions taken within your Virtual Account are considered actions taken by Customer, Customer is responsible for all activities that occur under Customer's accounts and credentials, and Customer agrees to notify Company immediately of any unauthorized use or access. Company may log all actions performed by Customer or on a Virtual Account, including geolocation, IP address, and interactions with the web interface of the Platform through their Virtual Account. Customer consents to this logging; otherwise, you must immediately cease using the Platform.

Customer agrees that only you, and/or your employees or independent contractors who have been granted authorization, shall order Services. Customer further agrees that Company cannot order, deliver, or cancel Services for Customer unless such Services are ordered through the Virtual Account or explicitly requested in text form by emailing Company at <team@evecalls.com>.

- **Virtual Account Balance:** The Platform operates on a pre-paid system requiring Customer to maintain a virtual account balance positive or zero. Funds are debited from the Virtual Account to ensure there is always sufficient balance to cover service charges. Customer can refill their virtual account balance at any time to continue using the Platform without interruption. These account balances are non-refundable, except as expressly provided otherwise in these TOS or required by law.

Communication Preferences

By agreeing to the TOS, you consent to us using the contact information provided during registration to communicate regarding Services and for marketing purposes. You may opt out of these communications by emailing us or managing your preferences through your Virtual Account.

We may modify these TOS at any time by posting the revised TOS on our website and/or providing notice to Customer via email, as permitted by law. Your continued use of our Platform and/or Services constitutes acceptance of the modified TOS.

Company may revise any other information linked on these TOS or contained on this website by posting revisions to the appropriate links and/or providing notice to Customer via email, as permitted by law. Company may also make improvements or changes in Services at any time, including material changes with same-day notice via email.

Service Charges and Debit

When Services are delivered, the corresponding service charges are automatically debited from Customer's Virtual Account Balance.

If there are insufficient funds in the Virtual Account Balance, Customer understands, agrees, and authorizes Company to withdraw, charge, deduct, or debit the electronic payment method or account that Customer has selected as the "Automatically Refill Account" option as applying to the Platform.. If Customer has not authorized Company to automatically charge an account (credit

card or bank account), if Company stops accepting or processing payments through such method or account, or if the payment to Company is not completed for any reason and your Virtual Account Balance becomes negative (indicating an amount owed), the provision of Services on the Platform may be suspended until the Virtual Account Balance is restored to a zero or positive balance.

If Customer's Virtual Account Balance is negative or Customer's credit card, bank, or other financial institution later denies payment to Company or seeks recovery of a past payment to Company (through a chargeback, deduction, set off or otherwise), then Customer agrees to promptly and directly pay Company for the amounts owed notwithstanding the foregoing. If Customer does not timely pay within 5 days, Customer will also pay Company interest at twenty-five percent (25%) per annum compounded daily (or the highest amount permitted under law) and Company's cost of collections and attorneys' fees as permitted by law.

Refund Requests

Customer may request a refund within five (5) days after the Services were charged and debited from their Virtual Account. To do so, Customer must submit a written request, providing a well-reasoned explanation for your dispute or refund claim, to the email address support@evecalls.com. Customer acknowledges that submitting a dispute or refund request does not guarantee a refund. Each request is reviewed on a case-by-case basis, and refunds are granted based on the specific circumstances of each case, for example, "inadequate quality of Services", would apply only if Customer and Company expressly agree upon quality standards prior to Service delivery. Company will review the refund request and use commercially reasonable efforts to provide an answer/decision during ten (10) days.

If Customer does not submit a dispute or request a refund within five (5) days, the Service is considered accepted and properly rendered, and no refund will be issued.

To confirm the provision of Services, Company may send Customer an Act of Service Delivery and Acceptance or Services Receipt (the "**Act**"), which may be sent and signed electronically. The Act shall be deemed delivered on the date of it is sent. If Customer, within ten (10) days of delivery, (i) does not sign the Act, and (ii) presents no substantiated objection to the Act in writing to Company at <support@evecalls.com>, the Services and the Act shall be deemed accepted by Customer, and any payment related thereto shall be non-refundable and not subject to dispute.

Dispute and Arbitration Requests

Any dispute, controversy, or claim arising out of, relating to, or in connection with these TOS or any breach, termination, or validity thereof shall be resolved solely and exclusively by arbitration. The demand for arbitration must be made within thirty (30) days after the Services are charged to the Virtual Account balance.

The arbitration shall be initiated and conducted according to the American Arbitration Association's rules and procedures for commercial arbitration, including provisions for resolving consumer disputes, if applicable (the "Arbitration Rules"). The arbitration shall take place in

Casper, Wyoming, before a single neutral arbitrator appointed in accordance with the Arbitration Rules. If the amount in controversy is less than \$10,000, the parties agree that the dispute will be decided based on written submissions without a hearing.

The decision of the arbitrator will be final, without an option to appeal. To the fullest extent permitted by law, the arbitrator shall not have the power to award punitive, special, consequential, or indirect damages against any party. Arbitration costs and fees shall be divided under the Arbitration Rules. Each party shall be responsible for paying its own attorney's fees, costs, and expenses, regardless of which party prevails. However, a party may recover expenses from another party if the arbitrator, applying applicable law, determines so.

No disputes may be arbitrated on a class or representative basis, and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

BY AGREEING TO THESE TOS AND USING THE SERVICES, EACH PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO JOIN CLAIMS OR DISPUTES WITH THOSE OF OTHERS IN THE FORM OF A CLASS ACTION, CLASS ARBITRATION, OR SIMILAR PROCEDURAL DEVICE; AND WAIVES ANY RIGHT IT MAY HAVE TO PRESENT ITS CLAIM OR DISPUTE IN A COURT OF LAW OR BEFORE A JURY.

Judgment on the award rendered by the arbitrator(s), if any, may be entered for enforcement purposes in any court having jurisdiction thereof.

Information Security and Data Protection

This document outlines the current information security and personal data protection practices at Company. We adhere to industry standard practices designed to secure our clients' data. Company's Privacy Policy is available at https://evecalls.com/downloads/legal/privacy_policy.pdf. We may update our Privacy Policy at any time with or without notice. Without limiting the foregoing, Customer hereby consents to Company's use of the subcontractors and/or sub-processors set forth at https://evecalls.com/downloads/legal/subprocessor_list.pdf.

No Use By Minors

The Services and Platform are intended for individuals at least eighteen (18) years old. By accessing or using the Platform, you warrant and represent that you are at least eighteen (18) years of age and have the full authority, right, and capacity to enter into this agreement and abide by all terms. If you are not at least eighteen (18) years old, you are prohibited from accessing or using the Platform or Services.

Intellectual Property

The Services and Platform and its original content (excluding content provided by users), features, and functionality are and will remain the exclusive property of Company and its licensors. The Service and Platform are protected by copyright, trademark, patent, and/or other U.S. and international laws. Our trademarks and trade dress and other intellectual property may not be used without our prior written consent.

Company may collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer's data and data or output derived therefrom), and Company will be free (during and after the term hereof) to access, share and use such data (i) for analytical purposes, (ii) to monitor, improve, or expand the Services or Company's commercial offerings, (iii) to create aggregated or anonymized data ("**De-Identified Data**"), and/or (iv) to train and improve AI or ML algorithms and models ("**AI Learnings**"), as and if applicable. De-Identified Data and AI Learnings are Company's property and may be combined and analyzed with other Company customers' data and learnings by Company and for general benchmarking purposes, provided that such De-Identified Data and AI Learnings are not directly traceable to Customer.

Copyright Policy

It is our policy to respond to any claim that content posted on the Service infringes the copyright or other intellectual property rights of any person or entity. Claims should be submitted via email to support@evecalls.com, with the subject line: "Copyright Infringement", along with a detailed description of the alleged infringement.

DMCA Notice and Procedure for Copyright Infringement Claims

Notifications pursuant to the DMCA should include the following information in writing (see 17 U.S.C. 512(c)(3) for further details):

- An electronic or physical signature of the person authorized to act on behalf of the copyright owner
- A description of the copyrighted work claimed to be infringed
- Identification of the URL or specific location on the Service where the infringing material is located
- Your address, telephone number, and email address
- A statement that you have a good faith belief that the disputed use is not authorized
- A statement under penalty of perjury that the information in your notice is accurate and you are authorized to act on behalf of the copyright owner

You can contact our Copyright Agent via email at support@evecalls.com

Restrictions.

Customer will not, and will not allow third parties to: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, benchmark, or otherwise attempt to extract any or all of the source code of the Services (except to the extent such restriction is expressly prohibited by applicable law); (b) sublicense, resell, lend, distribute or otherwise make available any or all of the Services; (c) use the Services for the benefit of any person other than as expressly permitted, whether for timesharing, service bureau, or other purposes; (d) access the Services in a manner intended to avoid incurring fees or exceed usage limits or quotas; (e) remove or alter any product identification or proprietary-rights notices, legends or symbols from any Services or documentation; (f) use the Services in a manner not consistent with these TOS; (g) disclose to

any third party the performance measures of the Services or benchmark tests or other comparisons of the Services with other services or software; (h) access the Services for purposes of monitoring the Services' availability, performance or functionality, or for any other benchmarking or competitive purposes; or (k) otherwise use any Service except as expressly provided in these TOS.

Responsibility for Content and Data.

Customer is solely responsible (i) for Customer's content and data (including contact lists) that Customer makes available on, uses, shares and/or processes through the Services, and (ii) for ensuring that Customer's sharing and use of the content and data comply with these TOS and applicable law. Further, Customer is solely responsible for properly handling and processing notices sent to Customer regarding Customer's data or content, such as by any person claiming that Customer's data or content violates such person's rights under applicable privacy laws. Customer will ensure that Customer's data, and using Customer's content and data for the Services will not violate any applicable law. Customer will obtain and maintain any required consents necessary to permit the processing, storage and use of such content and data under these TOS by the Services. Customer represents, warrants and covenants that such content and data will not infringe on, or contain any content or data that infringes on, or otherwise violates any copyright, patent, privacy or any other right held by a third party and that such content and/or data will violate no applicable law, rule, regulation, or industry standard. Customer shall take the actions and implement the measures required for it to comply with applicable privacy laws.

Confidentiality

Customer shall not use or disclose the Confidential Information of Company without our prior written consent. As used herein, "**Confidential Information**" shall mean any non-public information owned or duly licensed by Company relating to its respective business activities, products, services, financial affairs, technology, marketing, or sales plans disclosed related to these TOS or the Services, and received by the Customer pursuant to these TOS, including, but is not limited to, the pricing and functionality of the Services. Confidential Information shall not include information which: (i) is or becomes public knowledge through no breach of these Terms by the receiving Customer, (ii) is received by Customer from a third party not under a duty of confidence, or (iii) is already known or is independently developed by Customer without use of the Confidential Information of Company, as shown by clear and convincing evidence. Customer will take all reasonable precautions to protect Company's Confidential Information, using at least the same standard of care as it uses to maintain the confidentiality of its own Confidential Information.

Notwithstanding the foregoing, Customer may disclose Company's Confidential Information: (a) to any consultants, contractors, and counsel who have a need to know and are contractually and/or legally subject to a duty of confidentiality, or (b) under legal process; provided that Customer shall, unless legally prohibited, provide Company with reasonable prior written notice sufficient to permit it an opportunity to contest such disclosure. Upon termination or expiration of these TOS or upon Company's written request, Customer shall promptly return or destroy, at

Company's option, all originals and copies of all documents and materials it has received containing or referencing Company's Confidential Information. Customer agrees that, due to the unique nature of Confidential Information, there may be no adequate remedy at law for any breach of its obligations, and therefore, upon any breach or any threat thereof, Company may be entitled to appropriate equitable and injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, besides whatever remedies Company might have at law or equity, subject to the terms hereof.

Indemnification

Customer will defend (at Company option), indemnify, and hold Company and its affiliates, subsidiaries, successors, assignees, directors, officers, employees, contractors, representatives, and agents harmless from any claims, investigations, demands, actions, losses, judgments, awards, settlements, damages, fines, penalties, and costs arising out of or related to:

- Any breach of these TOS by Customer;
- Customer's use of the Services;
- Customer's failure to acquire all necessary rights to initiate or record telephone conversations;
- Customer's data; or
- Customer's negligence or misconduct

Warranties/Disclaimers

General Warranties. Each party represents and warrants that (a) it has the authority to enter into these TOS and grant the rights set forth in these TOS; (b) these TOS are legal, valid and binding obligations of the party and is enforceable against such party under its terms; (c) in connection with its performance of these TOS, such party shall comply with all applicable laws; and (d) such party is qualified to do business in the jurisdiction(s) in which it operates under these TOS and will take such actions from time to time as necessary to maintain such qualification.

Disclaimer of Warranties. THE SERVICES, PLATFORM, AND ANY RELATED EQUIPMENT, SOFTWARE, THIRD-PARTY RESOURCES AND OTHER MATERIALS PROVIDED BY COMPANY IN CONNECTION WITH THE SERVICES ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO: (A) WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS OR ANY RESULTS TO BE ACHIEVED HEREFROM; (B) WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (C) WARRANTY OR REPRESENTATION THAT THE SERVICES WILL BE FREE OF HARMFUL COMPONENTS, ERROR-FREE ,OR UNINTERRUPTED; AND (D) WARRANTY OR REPRESENTATION THAT ANY CONTENT, INCLUDING CUSTOMER'S DATA, WILL BE SECURE OR NOT OTHERWISE DAMAGED OR LOST. COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF SOFTWARE OR EQUIPMENT OR ANY RESULTS TO BE ACHIEVED THEREFROM OR THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF ANY THIRD-PARTY

TECHNOLOGY OR SERVICES, ANY THIRD-PARTY ACTION SUCH AS HACKING, OR ANY ACT OR OMISSION OF CUSTOMER, AND COMPANY SHALL HAVE NO RESPONSIBILITY THEREFORE. CUSTOMER IS SOLELY RESPONSIBLE FOR BACKING UP CUSTOMER'S DATA AND CONTENT.

Internet Disclaimer. Customer acknowledges that Company does not control the transfer of data over telecommunications facilities, including the Internet, and that Internet accessibility carries with it the risk that Customer's privacy, confidential information, and property may be lost or compromised.

Disclaimer for Customer Control. Customer is solely responsible for determining whether the Services meet its legal, security, performance, and other needs. Company is not responsible for any act or omission that conforms to the instructions of Customer. Company is not responsible for the impact or results of Customer's selected Services.

LIMITATION OF LIABILITY.

IN NO EVENT WILL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OR ACCESS TO CUSTOMER DATA) ARISING IN CONNECTION WITH THESE TOS OR THE SERVICES OR PLATFORM, WHETHER BASED ON ANY THEORY OF CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S TOTAL LIABILITY UNDER THESE TOS OR RELATING TO THE SERVICES OR PLATFORM WILL UNDER NO CIRCUMSTANCES EXCEED THE FEES ACTUALLY PAID BY THE CUSTOMER TO COMPANY DURING THE PRIOR SIX (6) MONTHS UNDER THESE TOS OR \$100. THE LIMITATIONS OF LIABILITY SET FORTH ABOVE SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT COMPANY HAS AGREED TO THE PRICING AND ENTERED INTO THE AGREEMENT, IN PART IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN, WHICH ALLOCATE THE RISK BETWEEN COMPANY AND CUSTOMER AND CONTRIBUTE TO THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

International Transfers

To provide uniform protection of data, we offer to conclude an international transfer mechanism with us, namely the Standard Contractual Clauses (SCCs) as approved by the European Commission on June 4th, 2021.

Personal data stored on our servers have limited retention periods. Upon termination of the relationship with the Customer, we shall use commercially reasonable efforts to destroy related personal information from our systems and those of our subcontractors and vendors, except as otherwise required or permitted by law.

Vendor Management

In selecting third-party providers, we use commercially reasonable efforts to assess their reputation, security practices, compliance with privacy laws, data storage location, and privacy and security certifications.

Termination

Either party can terminate these TOS for convenience by notifying the other party in writing on ten (10) days prior to the termination date.

We reserve the right to suspend or otherwise restrict access to your Virtual Account or use of the Platform or Service without prior notice and without a refund of the remaining balance on your Virtual Account Balance under the following circumstances:

- Violation or suspected violation of applicable laws, including those of the State of Wyoming;
- A payment default or a negative balance on the Virtual Account Balance;
- Company reasonably believes Customer's use of the Services violates applicable law, is likely to cause loss or liability to Company, including engaging in inappropriate behavior, attempting to tarnish the honor, dignity, or business reputation of Company, engaging in slander, misleading employees of Company or other customers, or engaging in deception and similar actions.
- Breach or suspected breach of these TOS.

Any such suspension will be for the duration and to the extent that Company determines, in its sole discretion, is reasonable under the circumstances in order to address the underlying circumstances.

Governing Law

These TOS shall be governed by and construed in accordance with the laws of the State of Wyoming without regard to its conflict of law provisions.

Waiver and Severability

No waiver by Company of any term or condition will be deemed a waiver of any other term or condition. If any provision is held to be invalid or unenforceable, the remaining provisions will continue in effect, and such provision shall be deemed modified to the extent necessary to render such provision(s) enforceable and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreement of the parties set out in these TOS.

Compliance; Independent Contractor

Each party agrees to comply with all applicable laws and regulations with respect to their rights and obligations under these TOS. Nothing contained in these TOS shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary

relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

Assignment

Customer may not assign or otherwise transfer or delegate Customer's rights or obligations (or any portion(s) of them) under these TOS without Company's prior written consent. Customer also may not assign or delegate any claims, rights of action, causes of actions or claims held by Customer against Company without Company's prior written consent. Any attempt to assign or delegate will be void and of no effect. Company may assign any or all of Company's rights and obligations (or any portion(s) of them) at any time without Customer's consent. Company may subcontract any portion of the Services.

Survival

Any provisions in these TOS which would reasonably be expected to be performed after the termination or expiration of these TOS shall survive and be enforceable after such termination or expiration, including, without limitation, provisions relating to confidentiality, ownership, disclaimers, indemnification, limitations of liability, effects of termination, jurisdiction and governing law.

Acknowledgement

BY USING THE SERVICES, PLATFORM, OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TOS AND AGREE TO BE BOUND BY THEM.

Your Comments and Concerns

This website is operated by EVE.CALLS INC., with a corporate address at 5830 E 2nd St, Ste 7000 #9082, Casper, Wyoming 82609. Notices of copyright infringement claims and other communications should be directed to: support@evecalls.com.