

Terms Bundle

Every published document of this edition in one file, in contract order — Online Terms, General Terms, Schedules A to D, Annex 1 and both Modules — for printing or archiving. The Privacy Notice is published separately.

EDITION	EFFECTIVE	SUPPLIER	FORMATS
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VTA-OT-2026.08

Online Terms

T1. What you agree to, and where it is published

T1.1 These Online Terms govern a self-serve account opened on the Platform. General Terms 2.1 applies: VoxTelAI, LLC supplies the Services through the Platform — rolycall.ai, portal.rolycall.com and other *.rolycall.com hosts, trunkmint.com and *.trunkmint.com hosts, and voice-tele.com and *.voice-tele.com hosts — depending on the functionality requested and the Customer's request. It operates every Platform domain; no other entity is a party to, or a reseller or intermediary under, the Agreement; invoices are issued by, and payments made only to, VoxTelAI, LLC.

T1.2 By accepting you enter into the Agreement: these Online Terms, the General Terms, Schedules A to D, Annex 1, Module US and Module EU/UK (each operative only on the facts stated in General Terms 21.1 — T4 records them), the Rate Card (T1.3), and each accepted Service Order. Each binds you as if set out here in full; all are published free, without login, on the legal hub rolycall.ai/legal. Our own controller-side processing is described in the Privacy Notice at [/privacy](https://rolycall.ai/privacy). Precedence follows General Terms section 2; the T8 variations are terms of the Agreement and apply in place of the provisions they name.

T1.3 Acceptance executes Annex 1, including the EU SCCs and the UK Addendum it incorporates (DPA11), without a separate signature. You record in the Portal the particulars only you can supply — your data-protection contact, your competent supervisory authority where the EU SCCs apply, and every representative Data Protection Law requires of you — one entry covering the European Economic Area, the United Kingdom and any other country, defaulting to "not required" (Annex 1 (DPA15)). Those particulars are your Portal account record; a pointer in any document of the Agreement to the Appendix to the Order Form reads for you as that record. The Rate Card published in your Portal account — the Standard Price List as applied to you, with any individual rates — is a document of the Agreement, is authoritative, and changes only as Schedule B (B1) provides.

T1.4 You must be at least 18 and act for business, not personal, family or household, purposes. If you open the account for an organisation you must have authority to bind it; **without it you are personally bound and personally liable for all Charges**. A signed Order Form covering the same account governs instead (General Terms 2.2).

T1.5 Verification. We verify you as General Terms 3.4 provides — before opening or activating an account and at any time afterwards, with documentary proof and third-party screening if we require them; you respond within 5 Business Days. General Terms 3.4 and 4.4 state what we may do while verification is outstanding, failed or overdue.

T2. Emergency services — read this before you accept

No Service is intended or able to carry calls to 911, 112, 999 or any Emergency Number; the Customer keeps another means of reaching emergency services and tells its users (General Terms 8). **NO VOXTELAI SERVICE CARRIES CALLS TO ANY EMERGENCY NUMBER, ANYWHERE** — not 911, 112, 999, 000, 110, 119 nor the US codes 711, 988 and 933; none reaches an emergency authority, and we send no caller location. **The Services are not a replacement for a traditional telephone line. You must at all times keep a separate means of contacting emergency services, and you must give this same warning to every person who uses your account.** Emergency-calling duties that Applicable Law places on you directly cannot be waived by contract. Cloud PBX and AI Agent seats are not supplied for users in the United States (Module US (US2); T8).

T3. Notice before you accept

T3.1 Immediately above the "Create account" button, in text at least as prominent as the surrounding body text, the sign-up form displays underlined hyperlinks to the full current text of every document in T1.2 and the Privacy Notice, free and without a login, with this statement:

"By clicking **Create account** you enter into a binding contract with VoxTelAI, LLC on the General Terms and the documents these Online Terms incorporate. They contain **a limitation of our liability** (General Terms section 12) and **no indemnity from VoxTelAI** on a self-serve account. **Disputes go exclusively to the state and federal courts in Delaware; there is no arbitration on a self-serve account; and the jury-trial and class-action waivers in Module US (US11) apply — read US11 before you accept. No VoxTelAI Service carries calls to 911, 112 or any other emergency number. You must keep a separate means of reaching emergency services at all times. Recording and transcription are enabled by default; the Customer configures or disables them in the Portal and remains responsible for the notices and consents its calls require.**"

T3.2 On the same screen, immediately above the checkboxes, in bold text no smaller than the body text, in its own bordered or shaded panel, not behind a hyperlink, expander, tooltip or scrolling region, the form displays the warning in T2. We display it again on first Portal login and on first activation of a trunk, seat, Number or outbound calling feature.

T3.3 A sign-up screen that omits a hyperlink, the T3.1 statement or the T3.2 panel, or presents them less prominently than this T3 requires, does not give the notice on which T5 and T7.4 depend.

T4. The checkboxes, the United States confirmation and the EEA/UK question

T4.1 The form presents two separate checkboxes, each **unchecked by default**, for you to tick yourself. The "Create account" button stays disabled until both are ticked and the confirmation and question in T4.2 are completed.

☐ **I have read and agree to the VoxTelAI General Terms and the documents they incorporate — Schedules A to D, Annex 1, Module US and Module EU/UK as they apply to me — and I have read the Privacy Notice. I confirm that I am at least 18, that I am opening this account for business purposes, and that if I am opening it for an organisation I have authority to bind it.**

☐ **I understand that no VoxTelAI Service carries calls to 911, 112, 999 or any other emergency number anywhere, that 711, 988 and 933 are not carried either, that VoxTelAI sends no location to any emergency authority, and that I must keep a separate means of contacting emergency services at all times. I will give this warning to every person who uses my account.**

T4.2 The form then asks for a confirmation and a question; neither is pre-completed:

☐ **United States — confirmation.** "I confirm that no person located in the United States will use the Services to place or receive calls or messages (no seat, softphone or device in the United States), and I will tell VoxTelAI at legal@rolycall.com before that changes."

EEA and United Kingdom — question. "Are you established in, or will any user or any called or messaged party be located in, the European Economic Area or the United Kingdom? — No / Yes."

T4.3 Which Module applies follows from the facts (General Terms 21.1), not from an election: Module US applies whenever any called or messaged party or Number under the Agreement is located in or assigned to the United States. Module EU/UK applies whenever the Customer is established in, or any user or any called or messaged party under the Agreement is located in, the European Economic Area or the United Kingdom. Your confirmation and answer record those facts at sign-up and are representations on which we rely: keep them accurate, correct them in the Portal within 5 Business Days of any change (recorded under T5.2), and tell us at legal@rolycall.com **before** placing into service anything that would make them untrue. General Terms 21.2 provides: "A Service Order that first creates a fact in 21.1 is itself the notice this clause requires; VoxTelAI appends it to the Order Form or the account record. Supply is not a breach of this clause merely because no separate notice preceded that Service Order." Cloud PBX and AI Agent seats are not supplied for users located in the United States (T8; Module US (US2)); use of the Services by a person located in the United States nonetheless brings Module US into effect.

T5. Formation and the record of acceptance

T5.1 The Agreement is formed when you tick both checkboxes, give the confirmation and answer the question in T4.2 and submit the form. Using an account you did not open is also acceptance. If we enable account creation through the API, the calling application must display the T3 notice, checkboxes, confirmation and question to the accepting individual and send us the version identifiers, that individual's identity, the confirmation and the answer; you are responsible for what it transmits.

T5.2 We create and retain a record of each acceptance containing at least: the account identifier and registered email address; the timestamp of submission to the second, in UTC; the source IP address and user-agent string; the identifier, effective date and SHA-256 hash of each document accepted, Module US and Module EU/UK included; the verbatim text as displayed of the T3.1 statement, the T3.2 panel, each checkbox, the confirmation and the question, with a separate record of each tick and answer; and the method of acceptance. Each later change to the confirmation or an answer is recorded with its timestamp and author.

T5.3 We keep each record for the longer of 6 years after the account closes and any period Applicable Law requires, and provide a copy within 10 Business Days of a request to legal@rolycall.com. It evidences your acceptance of the versions it identifies unless you show it inaccurate.

T6. Versions, effective dates and integrity

Each document's footer carries its version identifier, effective date and the SHA-256 hash of its canonical text; the legal hub rolycall.ai/legal lists them all and keeps superseded versions for at least 24 months. The T5.2 record pins the versions you accepted, both Modules included; an untriggered Module has no operative effect, except Module US (US11), the self-serve forum text (T8).

T7. Changes

T7.1 We may change these Online Terms only as this T7 permits, and never retroactively for Services already supplied or Charges already incurred. A change is **material** if it reduces your rights or increases your obligations other than trivially — including any change to the liability limits, dispute resolution, Prepaid Balance refunds, our suspension rights or the emergency-services position, and a new category of Charge. Corrections, clarifications without change of meaning, updated contact details, URLs or Service names, and optional new Services are not.

T7.2 We give at least **30 days' notice** before a material change takes effect, by email to your registered contacts, a Portal notice and publication of the new version with a new identifier, effective date and change summary. A non-material change takes effect on publication. A change required by Applicable Law, a regulator, a court, a numbering authority or an underlying carrier takes effect on the date required, with notice as soon as practicable; your right to reject still applies.

T7.3 Changes to the General Terms for a self-serve account follow this T7 (General Terms 19.3). Changes to the Schedules, the Modules and Annex 1 follow General Terms section 19; your Rate Card changes as Schedule B (B1) provides. T7.5 applies to any such change that is materially adverse to you.

T7.4 On your first Portal login on or after the effective date of a material change we present the new version with the T4.1 unchecked-checkbox mechanics and record your acceptance under T5.2. Continued use on or after that date is acceptance **only if we gave the notice T7.2 requires**.

T7.5 *Your right to reject.* If you do not accept a material change you may terminate and close the account, without charge, by notice to legal@rolycall.com or in the Portal before the effective date or, if later, within 30 days after we first present the new version. The previous version governs until termination takes effect; we refund the unapplied Prepaid Balance under Schedule B (B7), less what you owe and subject to General Terms 10.4; and you may port out eligible Numbers and export Customer Data under General Terms 4.6.

T8. Variations that apply to a self-serve account

Where a row is silent, the General Terms and Schedules apply unchanged.

Topic	Signed Order Form	Self-serve account
Formation	Signed Order Form	Click-wrap acceptance under T5; the T5.2 record pins the versions
Term and termination	As stated in the Order Form	Initial Term one month , then month to month. You may close the account in the Portal at any time; we may terminate for convenience on 30 days' notice after the Initial Term (General Terms section 4)

Topic	Signed Order Form	Self-serve account
Billing	Prepaid or invoiced, as the Order Form states	Prepaid only (Schedule B, B4): usage stops automatically when the Prepaid Balance is exhausted — not a suspension (General Terms 4.4). No credit, invoicing in arrears or deposit; reinstatement after enforcement only as Schedule D (D9.5) states. The unapplied Prepaid Balance is refunded on closure (Schedule B (B7)), subject to retention and set-off on termination for fraud, unlawful traffic or other material breach (General Terms 4.6)
Use of the Services	As General Terms 5.2 provides: own business use, including services to the Customer's own clients through the Platform while the Customer is controller of that data; no resale; a carrier, provider or reseller arrangement needs a separate written agreement	The same; no such separate agreement is available on a self-serve account — ask for an Order Form
Commitment and Charges	As stated in the Order Form and the Rate Card	No minimum commitment, no early-exit amount, no price cap, no most-favoured-customer term, no frozen Rate Card. Pay-as-you-go rates published in your Portal account (T1.3), changed under Schedule B (B1) with the B1.4 notice and the B1.5 rejection right
Service levels and support	Schedule C, with any enhancements agreed in a signed amendment	Schedule C as published, standard support only — no bespoke targets, committed capacity, dedicated routing or named account manager. Service Credits (C4) and the chronic-failure right (C6) apply in full
Cloud PBX and AI Agent	Available subject to Schedule A (A5, A6); seats are not supplied for users located in the United States (Module US (US2))	The same (T4.2). Other use continues where only a called or messaged party or a Number in the United States triggers Module US. We may refuse, suspend or terminate a seat or AI Agent serving a user located in the United States, allowing 30 days to export or migrate configurations, with calling access disabled throughout, where you are not otherwise in breach, and refunding the unapplied Prepaid Balance (Schedule B (B7))
Modules	On the facts in General Terms 21.1; the Order Form (O1.4, O5.2) records them	On the facts in General Terms 21.1; your T4.2 confirmation and answer record them (T4.3)

Topic	Signed Order Form	Self-serve account
Indemnity from VoxTelAI	Platform intellectual-property indemnity under General Terms section 13	None. We give you no indemnity of any kind, including for a claim that the Platform, a Service or AI Output infringes a third party's rights; the self-serve Charges are set on that basis. Your indemnities to us still apply, less our own fault; our warranties, our liability limits and carve-outs and Annex 1 are unchanged. For an indemnity, ask for an Order Form (legal@rolycall.com)
Liability	General Terms section 12	The same formula (General Terms 12.2): the General Cap for each Party is the Charges paid by the Customer under the Agreement, including Charges applied against the Prepaid Balance, in the 30 days before the claim is notified, together with any Prepaid Balance then held; data-protection and confidentiality claims capped at 2× the General Cap; carve-outs and the 12-month claim window in General Terms section 12 unchanged
Governing law and disputes	Delaware law; arbitration under General Terms 20.3 or an alternative agreed under 20.4	Delaware law and the exclusive jurisdiction of the state and federal courts sitting in Delaware. Arbitration is not available: an alternative forum exists only by signed amendment or a term of an Order Form (General Terms 20.4). Because a United States court is the forum, the jury-trial and class-action waivers in Module US (US11) apply, whether or not Module US is otherwise triggered (General Terms 20.4). Mandatory Applicable Law of your country is not displaced

General Terms

1. Definitions and interpretation

1.1 Capitalised terms have the meanings in the table below, the only list of defined terms for the Agreement; no other document of the Agreement defines a term or varies a meaning.

Term	Meaning
Affiliate	an entity that controls, is controlled by or is under common control with a Party; control is holding, directly or indirectly, more than half of the voting rights or the power to direct management
Agreement	the Order Form or, for a self-serve account, the Online Terms; the General Terms; Schedules A to D; Annex 1 (the Data Processing Addendum, VTA-DPA-2026.08); Module US and Module EU/UK, each operative only as section 21 of the General Terms states; the Rate Card; and each accepted Service Order — in the versions pinned or identified under section 2 of the General Terms
AI Agent	the VoxTelAI-hosted conversational voice agent described in Schedule A (A5)
AI Output	audio, text, transcripts, summaries or structured data generated by an AI feature of the Services
Applicable Law	every law, regulation, licence condition, binding regulatory guidance and court or regulator order that applies to a Party, the Services, a call or message or the persons and places involved in it, in the country of origin, each Destination and the country where the Customer or an End User is established
Business Day	a day other than a Saturday, Sunday or public holiday at the Customer's registered seat or, if none is recorded, the place of organisation it recorded; failing both, UTC
Charges	the amounts payable for the Services as stated in the Rate Card and the Order Form, rated and invoiced as Schedule B provides
CLI	the calling line identity — the number presented to the called party
Confidential Information	information a Party discloses to the other that is marked confidential or that a reasonable person would understand to be confidential, including the Rate Card (other than the Standard Price List) and the Order Form
Customer	the entity named in the Order Form or the holder of a self-serve account
Customer Data	data the Customer or its End Users upload, transmit, record or generate through the Services, including call content, recordings, transcripts, contact lists and consent records

Term	Meaning
Data Protection Law	Applicable Law relating to privacy or the processing of Personal Data, including the GDPR and the UK GDPR where they apply
Destination	the country, territory or network to which a call or message is terminated
Effective Date	the later signature date on the Order Form or, for a self-serve account, the moment the Online Terms are accepted
Emergency Number	any number used to reach police, fire, ambulance or another emergency or crisis service, including 911, 112, 999, 000, 110, 119, 711, 988 and 933
End User	a person to whom the Customer gives access to the Services (its personnel and contractors) and any called or messaged party; the term confers no entitlement to present a number as CLI, which Schedule D (D3) governs
General Cap	the limit of liability set by section 12 of the General Terms
General Terms	the document of that name, VTA-GT-2026.08
Initial Term	the period stated in the Order Form or, if none, one month from the Effective Date
Local Presence Pool	Numbers allocated to the Customer for presentation as CLI in rotation, ordered as a Service Order in the Portal (Schedule A (A2.6))
Module	Module US (VTA-US-2026.08) or Module EU/UK (VTA-EU-2026.08), applying only as section 21 of the General Terms states
Number	a telephone number allocated to the Customer by VoxTelAI or ported to the Platform
Online Terms	the document of that name, VTA-OT-2026.08, which governs a self-serve account
Order Form	the document headed "Order Form" (form VTA-OF-2026.08) signed by both Parties
Party	VoxTelAI or the Customer; Parties means both
Personal Data	information relating to an identified or identifiable natural person, as Data Protection Law defines it
Platform	the systems through which VoxTelAI delivers the Services, reachable at rolycall.ai, portal.rolycall.com and other *.rolycall.com hosts, at trunkmint.com and *.trunkmint.com hosts, and at voice-tele.com and *.voice-tele.com hosts
Portal	the customer console of the Platform
Prepaid Balance	funds paid in advance and held against future Charges

Term	Meaning
Rate Card	the Standard Price List as applied to the Customer, together with any individual rates agreed with the Customer, as stated in the Order Form or published to the Customer's Portal account, and changed under Schedule B; the copy published in the Customer's Portal account is authoritative, and a copy emailed or attached is for information
Regulatory Surcharge	a tax, levy, fee or contribution that Applicable Law places on the Services and that VoxTelAI passes through under section 7 of the General Terms
Schedule	Schedule A (Service Descriptions), B (Billing Mechanics), C (Service Level Agreement) or D (Acceptable Use Policy)
Service	a service described in Schedule A and ordered by the Customer; Services means all of them
Service Credit	the credit against Charges that Schedule C grants for a failure to meet a service level
Service Order	an order for a Service element (a Number, trunk, seat, campaign, sender or feature) placed in the Portal or through the API, by email accepted by VoxTelAI or in the Order Form
Standard Price List	VoxTelAI's standard prices, published at rolycall.ai in a versioned and dated list; it is not a document of the Agreement and binds only as the Rate Card applies it to the Customer
Sub-processor	a third party engaged by VoxTelAI to process Personal Data on the Customer's behalf
Term	the Initial Term and any period for which the Agreement continues afterwards
VoxTelAI	VoxTelAI, LLC, a Delaware limited liability company
<i>Data-protection terms</i>	<i>the five terms below are used with Data Protection Law in section 16 of the General Terms, Annex 1 and Module EU/UK</i>
ePrivacy Rules	the national laws of each EEA member state that implement the ePrivacy Directive (Directive 2002/58/EC) and, in the United Kingdom, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (PECR), each as in force from time to time, so far as they apply to a call or message
EU SCCs	the standard contractual clauses for the transfer of personal data to third countries annexed to Commission Implementing Decision (EU) 2021/914 of 4 June 2021, in their official text as in force from time to time, incorporated by Annex 1 (DPA11)
GDPR	Regulation (EU) 2016/679 (General Data Protection Regulation), with the national laws that supplement it, as in force from time to time

Term	Meaning
UK Addendum	the international data transfer addendum to the EU SCCs issued by the UK data protection authority under the UK GDPR, in its official text as in force from time to time, incorporated by Annex 1 (DPA11)
UK GDPR	the GDPR as it forms part of the law of the United Kingdom, with the United Kingdom legislation that supplements it, as in force from time to time

1.2 Headings are for reference only; the singular includes the plural; "including" does not limit the words before it; "days" are calendar days unless Business Days are stated; a reference to a law includes it as amended or replaced; "written" includes email and, for operational notices, a notice in the Portal under 19.2; and no rule of construction applies against the drafter. The Agreement is in English; a courtesy translation has no legal effect.

2. Structure, Platform, precedence and versions

2.1 VoxTelAI, LLC supplies the Services through the Platform — `rolycall.ai`, `portal.rolycall.com` and other `*.rolycall.com` hosts, `trunkmint.com` and `*.trunkmint.com` hosts, and `voice-tele.com` and `*.voice-tele.com` hosts — depending on the functionality requested and the Customer's request. It operates every Platform domain; no other entity is a party to, or a reseller or intermediary under, the Agreement; invoices are issued by, and payments made only to, VoxTelAI, LLC.

2.2 The Agreement consists of: the Order Form or, for a self-serve account, the Online Terms; these General Terms; Schedules A to D; Annex 1; Module US and Module EU/UK, each operative only as section 21 states; the Rate Card; and each accepted Service Order. Where a signed Order Form covers an account, the Online Terms do not apply to it.

2.3 Conflicts are resolved by subject: each document prevails only on the matters listed against it, these General Terms on every other matter, and the higher document in the table prevails.

Document	Prevails on
EU SCCs and UK Addendum incorporated by Annex 1	the matters they cover
Order Form	the matters it states or records; it may not disapply section 8 or reduce data-subject protection under Annex 1
Annex 1	processing of Personal Data by VoxTelAI as processor
A Module that applies	its subject (section 21)
Schedule B	rating, invoicing, disputes, credit, deposits, commitments, refunds
Schedule D	permitted use, caller identity, complaints and traceback, enforcement
Schedule A	technical scope and conditions of each Service
Schedule C	availability, support, maintenance, Service Credits

Document	Prevails on
Online Terms	acceptance mechanics and self-serve variations (T8), self-serve only
Portal and API documentation; Rate Card	operational detail; the Charges and rating rules

2.4 Sections 8, 10, 12 and 16 prevail over every Schedule on the matters they address. A Service Order placed through the Portal or the API varies nothing; one signed by both Parties may vary a Schedule only on the matter it expressly identifies.

2.5 Each standard document — these General Terms, the Schedules, Annex 1, the Modules and the Online Terms — carries in its footer its identifier, effective date and the SHA-256 hash of its canonical text. The Order Form or, for a self-serve account, the acceptance record under the Online Terms (T5) pins those of every standard document, both Modules included; the pinned versions govern until changed under section 19. The Rate Card is identified by its dated version under Schedule B (B1) and a Service Order by the Portal or API record or the written acceptance under 3.2; neither is hash-pinned. Superseded standard documents remain at rolycall.ai/legal/archive/, and superseded Rate Card versions remain available to the Customer in the Portal, for 24 months.

3. Services, Service Orders and Portal

3.1 VoxTelAI supplies the Services described in Schedule A that the Customer orders, through the Platform and the facilities of its carriers and numbering partners.

3.2 A Service Order binds on the earlier of VoxTelAI's written acceptance and activation. Per-country numbering and registration conditions shown in the Portal at order form part of the Service Order (Schedule A (A1)).

3.3 VoxTelAI may refuse a Service Order where information is incomplete or unverified, the Number, route or capacity is unavailable, the Customer is in breach or suspended, or its credit assessment, Applicable Law or numbering rules do not permit acceptance, or where VoxTelAI's numbering partner declines to accept a registration profile or to allocate a particular Number, in which case only that order is affected; it notifies the refusal within 5 Business Days with the reason where it lawfully may.

3.4 Before first activating a Service, and at any time afterwards, VoxTelAI verifies the Customer's legal identity, registered address, beneficial owners, signatories, intended use, Destinations, authorisations and payment instrument, including through third-party screening providers; the Customer responds within 5 Business Days. While verification is outstanding or after it fails, VoxTelAI may withhold activation, limit functionality, cap spend or refuse a Service Order and, where verification has failed or is overdue, suspend under 4.4(b); where sanctions screening fails, 4.4(c) and 10.4 apply. Account verification under this 3.4 is distinct from the registration of Numbers under Schedule A (A2.4); refusal or withdrawal of a registration profile or of a particular Number does not affect the account or the other Services.

3.5 The Customer procures, secures and pays for its own connectivity, equipment and network, and for connecting its own systems, including its AI system, to the Platform (Schedule A (A4.5)).

3.6 VoxTelAI may modify or withdraw a Service or feature on 30 days' written notice, or shorter where Applicable Law, a numbering authority or an upstream carrier requires. Where the change is materially adverse, the Customer may terminate the affected Service — or the Agreement, if the Services as a whole

are affected — by notice before it takes effect or within 30 days after, without charge, and VoxTelAI refunds recurring Charges prepaid for the period after termination.

3.7 A Number is a right of use only, not property. A numbering authority may reclaim or re-designate a Number; VoxTelAI may implement that decision without liability, passing on such notice as it receives.

4. Term, suspension and termination

4.1 The Agreement begins on the Effective Date, continues for the Initial Term and then from month to month until terminated under this section. A self-serve account continues until closed under the Online Terms or this section.

4.2 Either Party may terminate the Agreement or any Service Order for convenience on 30 days' written notice, effective no earlier than the end of the Initial Term. No early-exit amount or other charge applies unless the Order Form states one (6.6; Schedule B (B4.7)); Charges accrued to the termination date remain payable.

4.3 Either Party may terminate the Agreement or the affected Service Order if the other commits a material breach not cured within 14 days after written notice describing it, or immediately if the other becomes insolvent or enters liquidation, administration or an equivalent process. VoxTelAI may also terminate if a suspension under 4.4(c) lasts 30 days unresolved.

4.4 VoxTelAI may suspend a Service, Number, trunk or account: (a) for non-payment of an invoice, only after the notice and cure period in Schedule B (B3) — the automatic stop of usage on an exhausted Prepaid Balance or a reached credit limit is governed by Schedule B (B4) and is not a suspension; (b) for breach of Schedule D or of section 5 or 10, only after written notice and a reasonable period to cure, which may be short where the breach is continuing and harmful, subject to Schedule D (D9.3), and, as a separate ground, where verification under 3.4 has failed or is overdue, only after written notice allowing a further 5 Business Days to cure; (c) immediately and without prior notice where it reasonably suspects fraud, compromised credentials, unlawful or traceback-identified traffic or a threat to the security or lawful operation of the Platform or a third-party network, where a court, regulator, numbering authority or upstream carrier so directs, where supply would breach sanctions law or sanctions screening under 10.4 has failed, or where there is an imminent risk of serious harm.

4.5 A suspension is limited to the elements affected where practicable. VoxTelAI notifies the Customer of the suspension and its reasons within 24 hours, or as soon as it lawfully may, and reinstates promptly once the cause is resolved. Suspension does not relieve the Customer of accrued Charges; recurring Charges continue during a suspension caused by the Customer's breach.

4.6 On expiry or termination: accrued Charges become due; the licence in 15.1 ends; for 30 days the Customer may export its Customer Data (Schedule A) and port out eligible Numbers as Schedule A (A2.5) provides — VoxTelAI does not unreasonably refuse or delay a port-out, may decline one only while undisputed Charges remain unpaid after their due date and after at least 5 Business Days' written notice, and never refuses where the country's porting rules prohibit refusal; Numbers not ported are then released; unapplied Prepaid Balance is refunded under Schedule B (B7), save that where the Agreement or a Service Order is terminated for the Customer's fraud, unlawful traffic or other material breach (4.3, 4.4(c)) VoxTelAI may retain the Prepaid Balance and apply it against Charges, third-party and carrier costs, fines and penalties, investigation costs and amounts indemnified under section 13 — no refund is due before those amounts are finally determined, and VoxTelAI may retain as security only so much of any balance as is reasonably referable to identified or reasonably anticipated claims, releasing the excess within 90 days after termination unless a claim is then pending; Personal Data is returned or deleted under Annex 1.

4.7 Sections 1, 2, 6 (for accrued amounts and refunds), 7, 8, 10, 12 to 16 and 19 to 21, Annex 1 and any provision that by its nature should survive, survive termination.

5. Customer obligations

5.1 The Customer uses the Services in accordance with the Agreement, Schedule D and the Applicable Law of the origin and each Destination, and not so as to damage or impair the Platform or a third-party network. It obtains every licence, registration and consent its own activities require and verifies that its intended use is lawful there.

5.2 The Services are supplied for the Customer's own business use — including services the Customer renders to its own clients with the Platform (campaigns, an AI Agent operated for a client) — and not for resale or supply of a telecommunications service to third parties; a carrier, service-provider or reseller arrangement requires a separate written agreement. Client-facing use is permitted under the Agreement only while the Customer is the controller of the Personal Data concerned; where the Customer acts as a processor for its client, that use requires a separate signed data-processing agreement before it begins. Neither separate agreement permits resale or supply of a telecommunications service. The Customer answers for its users as for itself; an End User acquires no right against VoxTelAI, which owes the Customer nothing for an End User's act or omission.

5.3 The Customer secures its credentials as Schedule D (D7) requires and notifies abuse@rolycall.com immediately, and in any event within 24 hours, of a suspected compromise.

5.4 The Customer keeps its legal, billing, technical and 24x7 abuse contacts current in the Portal and notifies VoxTelAI within 5 Business Days of a material change to the information it has supplied; a change of control is notified under 18.4 and a Module trigger as 21.2 provides.

5.5 The Customer keeps the records 10.7 requires and its suppression lists, produces them within the periods in Schedule D (D8), and, where VoxTelAI reasonably suspects a breach or a regulator, carrier or traceback body requires it, lets VoxTelAI review them on 10 Business Days' notice during business hours; the Customer bears VoxTelAI's reasonable documented costs where a material breach is found.

5.6 The Customer reimburses VoxTelAI, on reasonable evidence, for any fine, penalty, levy, carrier, registry or blocking charge, and reasonable documented investigation, traceback and legal costs, imposed on or incurred by VoxTelAI because of the Customer's breach of the Agreement or of Applicable Law, an End User's breach of Applicable Law, or traffic on the Customer's account.

6. Charges, invoicing and Prepaid Balance

6.1 The Customer pays the Charges stated in the Rate Card and the Order Form — the Standard Price List as applied to the Customer, individual rates agreed with it, or both; the Rate Card published in the Customer's Portal account is authoritative (Schedule B (B1)). Schedule B governs rating, increments, invoices, disputes, credit, deposits, minimum commitments and refunds. These General Terms fix no price; apart from taxes, any Regulatory Surcharge under section 7 and third-party amounts passed through at cost under 7.4, no Charge is payable that the Rate Card or the Order Form does not state. Reimbursements, costs and indemnities under sections 5, 6, 9 and 13 are not Charges.

6.2 All Charges are stated and payable in United States dollars. The Order Form states whether the account is prepaid or invoiced, the payment period and any credit limit. On a prepaid account Charges are debited from the Prepaid Balance as incurred; on an invoiced account recurring Charges are invoiced in advance and usage in arrears, payable within that period in cleared funds and without deduction except as section 7 permits. Bank and currency-conversion charges are the Customer's.

6.3 Undisputed amounts not paid when due bear interest from the due date at the rate stated in the Order Form or, if none, at the statutory or legal rate of interest under the law governing the Agreement (20.1), and never above the maximum rate Applicable Law permits. The Customer reimburses VoxTelAI's reasonable, documented collection costs.

6.4 Billing disputes are raised within 30 days of the invoice or debit and resolved as Schedule B (B3) provides; an amount disputed in good faith within that window is not overdue and does not trigger suspension.

6.5 VoxTelAI may set off an amount the Customer owes against the Prepaid Balance or any amount it owes the Customer. The Customer pays without set-off or counterclaim, except a credit VoxTelAI has confirmed in writing or a sum finally awarded to it.

6.6 A deposit, credit limit, minimum commitment or early-exit amount applies only if the Order Form states it; where a minimum commitment is stated, Schedule B (B4.7) governs the early-exit amount. The Rate Card changes on the 7 days' notice in Schedule B (B1.4). Usage stops automatically when the Prepaid Balance is exhausted or the credit limit is reached (Schedule B (B4)).

7. Taxes and surcharges

7.1 Charges are exclusive of value-added, goods-and-services, sales and similar taxes. Where such a tax applies to the supply under the Applicable Law of the Customer's country, the Customer pays it in addition or accounts for it itself under reverse-charge rules, and gives VoxTelAI the tax registration details needed to invoice correctly; taxes on VoxTelAI's income remain VoxTelAI's.

7.2 If Applicable Law requires the Customer to withhold tax from a payment, it pays such additional amount as leaves VoxTelAI with the full amount due; it remits the withheld amount, provides official receipts and cooperates in obtaining treaty relief.

7.3 No Regulatory Surcharge is levied at the Effective Date. VoxTelAI may introduce one only where Applicable Law places the underlying levy on VoxTelAI for the Services supplied to the Customer, by email notice of at least 30 days to the Customer's billing and legal contacts stating the legal basis and the amount or rate. It is itemised separately, cost-based without markup, and ends with the underlying obligation. The Customer may reject it by terminating the affected Service without charge before it takes effect.

7.4 Amounts a carrier, messaging aggregator, registry or numbering authority charges VoxTelAI for the Customer's traffic or Numbers are not a Regulatory Surcharge; VoxTelAI passes them through at cost, itemised (Schedule B (B5)), on the notice period in Schedule B (B1.4), and the Customer may decline the affected Service or Destination before such a charge first applies.

8. Emergency services

8.1 No Service carries calls to an Emergency Number, anywhere. The Services are not intended or designed for, and do not carry, calls to 911, 112, 999 or any other Emergency Number: a call to an Emergency Number placed over any Service, including the Customer's own AI system connected to the Platform, is not routed to any emergency or crisis service, and VoxTelAI transmits no location information to any emergency authority. The Services are not a replacement for a conventional telephone line.

8.2 The Customer maintains a separate means of reaching emergency services for itself and the persons to whom it gives access to the Services, tells them that the Services do not reach emergency services and that an alternative must be kept, and does not hold out any Service as carrying emergency calls.

8.3 Where the Applicable Law of a country places a duty on the provider of a number or service to enable emergency access or to disclose its absence, the Customer meets that duty for its own users and does not supply a Number or Service where it cannot. The United States position is in Module US (US2).

8.4 To the extent Applicable Law permits the exclusion, VoxTelAI is not liable for any claim, loss, injury, death or damage arising from the absence of emergency calling on the Services, or from the non-routing or delay of a call to an Emergency Number or the absence of location information. Emergency calling is not part of any Service; its absence is not negligence in supply, and the death and personal-injury carve-out in 12.4 does not apply to such a claim. A claim by an End User on that ground falls within 13.1(d), and 13.3 leaves the Customer's indemnity for it unlimited where the claim arises from its breach of 8.2 or 8.3 or of Module US (US2). A duty that Applicable Law imposes directly on a Party in relation to emergency calling cannot be waived by the Agreement.

9. Fraud, security and traffic anomalies

9.1 The Customer must not generate, permit or knowingly benefit from fraudulent traffic — including traffic from compromised credentials, revenue-share fraud, artificial inflation of traffic and traffic or messaging pumping — and takes reasonable preventive measures, including the spend caps, concurrency limits and Destination controls available in the Portal.

9.2 The Customer is responsible for, and pays for, all traffic generated with its credentials, registrations, IP-authenticated trunks, API keys and Portal logins, whether or not it authorised it.

9.3 VoxTelAI operates fraud monitoring, spend thresholds, velocity and concurrency limits, Destination blocking and CLI validation and may change them at any time. Where it reasonably suspects fraudulent traffic, compromised credentials or an imminent risk of material loss, it may immediately limit, block or suspend the affected traffic, Destination, Number, trunk or account without prior notice; where traffic is merely unusual, it asks the Customer first where practicable. 4.5 applies to notice and reinstatement. These controls are tools provided without guarantee: VoxTelAI does not undertake to detect or prevent fraud, and applying them does not breach Schedule C.

9.4 The Customer reports suspected fraud affecting its account to abuse@rolycall.com immediately, and in any event within 24 hours. Where traffic is artificially inflated, or the Customer or an End User shares in revenue from it, VoxTelAI may withhold or reverse amounts otherwise payable to the Customer, recover carrier charges and investigation costs, and terminate the affected Service Order immediately.

10. Compliance with Applicable Law

10.1 Each Party complies with Applicable Law in performing the Agreement and obtains and maintains the authorisations, registrations and filings its own activities require. Nothing in the Agreement is a representation that VoxTelAI holds any particular licence, registration or certification; a provision that depends on one applies only while VoxTelAI in fact holds it.

10.2 Whether a call, message or campaign is lawful — the consent or other lawful basis, calling hours, registers and suppression requests, identification, recording and AI disclosures it requires — is determined by the Applicable Law of its origin and each Destination. The Customer is responsible for that lawfulness for itself and its End Users, including for purchased, rented or otherwise acquired contact lists. VoxTelAI does not vet contact lists, scripts or prompts; its acceptance of traffic does not confirm its lawfulness; and its compliance tools assist without transferring responsibility. Schedule D (D4) states the rules and the thresholds at which VoxTelAI limits or suspends traffic; a Module adds the requirements of its region.

10.3 Calling-party identity is governed by Schedule D (D3): the Customer presents as CLI only a Number or a number it is entitled to present, does not rotate or manipulate CLI to evade blocking, filtering, labelling or identification, and a Local Presence Pool is supplied only under a Service Order for it (Schedule A (A2.6)).

10.4 Each Party represents that it is not, and is not owned or controlled by, a person on a sanctions list of the United States, the European Union, the United Kingdom, the UN or another authority whose sanctions apply to a Party, nor located or organised in a territory under their comprehensive sanctions. The Customer does not supply the Services to, or route traffic for the benefit of, such a person or territory, does not export the Platform in breach of export-control law, and screens the clients it serves through the Platform where Applicable Law requires. VoxTelAI may screen the Customer and its End Users and, where it reasonably believes sanctions law so requires, suspend or terminate immediately, withhold performance, freeze funds including a Prepaid Balance, decline a payment or refund and report to a competent authority, without liability.

10.5 Each Party complies with the anti-bribery, anti-corruption and anti-money-laundering laws that apply to it and does not offer, give, request or accept an improper payment or advantage in connection with the Agreement.

10.6 Where a court order, warrant, regulatory demand or other lawful process requires, VoxTelAI may disclose Customer Data, call and message records and account information and implement preservation or interception measures, notifying the Customer beforehand where lawfully permitted, disclosing only what is required and seeking confidential treatment where available. The Customer answers traceback requests with supporting records, forwards to legal@rolycall.com legal process it receives concerning traffic on the Platform, and cooperates in any enquiry or enforcement action by a competent authority, within the periods in Schedule D (D8). Repeated failure to answer tracebacks, or a pattern of traffic tracebacks identify as unlawful, is a material breach.

10.7 Each Party retains call and message records, number-registration records (Schedule A (A2.4)), consent and lawful-basis records and traceback correspondence for at least 24 months, or longer where Applicable Law requires; VoxTelAI retains call-detail and message-delivery records, as Annex 1 (DPA2.1) describes, for this purpose as an independent controller (section 16).

10.8 If a change in Applicable Law makes a Service unlawful, materially more costly or subject to new conditions, VoxTelAI may amend the affected terms under section 19 or withdraw the Service under 3.6, with the Customer's termination rights there.

11. Warranties and number allocation

11.1 Each Party warrants that it is validly organised, has authority to enter into and perform the Agreement, that its signatory or accepting person is authorised to bind it, and that performance will not breach another agreement binding on it.

11.2 VoxTelAI warrants that it supplies the Services with reasonable skill and care, materially as described in Schedule A and in accordance with Schedule C, in material compliance with the Applicable Law that applies to it as supplier, and that it does not knowingly introduce malicious code into the Platform.

11.3 For each Number it allocates, VoxTelAI warrants that it holds the right to use that Number, directly or through a licensed operator or numbering partner, and confirms the allocation in writing within 2 Business Days of the Customer's written request. It is a warranty of allocation only; lawful use of the Number in a Destination remains the Customer's responsibility (section 10).

11.4 The Customer warrants that it is entitled to present every CLI it uses; that it holds the rights and consents needed for the contact data, content, prompts, scripts and voices it uses; that it has, and records, the consent or other lawful basis the Applicable Law of each origin and Destination requires for each call and message; that it gives the recording and AI disclosures Applicable Law requires; and that the information it supplies is accurate.

11.5 Except for the express warranties in 11.1 to 11.3, the Services, the Platform and all AI Output are provided as is and as available, and VoxTelAI disclaims all other warranties and conditions, express, implied or statutory, including merchantability, fitness for a particular purpose, title, non-infringement and accuracy. VoxTelAI does not warrant that the Services will be uninterrupted, secure or error-free, that any Number will be reachable from every network, that any call or message will be delivered, or delivered without blocking or labelling by a terminating network; the Services depend on the public internet and third-party networks VoxTelAI does not control.

11.6 Service Credits are the Customer's sole financial remedy for a missed service level in Schedule C, subject to the chronic-failure termination right in Schedule C (C6).

12. Liability

12.1 Neither Party is liable for indirect, consequential, special, incidental, exemplary or punitive damages, or for loss of profits, revenue, business, goodwill, anticipated savings or data, however caused. The following are direct losses: (a) regulatory fines imposed on a Party because of the other's breach of section 16 or Annex 1; (b) reasonable costs of investigation, notification and mitigation after a personal data breach the other Party caused; (c) amounts paid in settlement of, or awarded on, a third-party claim within an indemnity in section 13; (d) the reasonable cost of reconstructing or replacing Customer Data lost or corrupted by VoxTelAI's failure to apply Annex 1 (DPA5) or Schedule A (A7).

12.2 Each Party's total liability arising out of or in connection with the Agreement, in contract, tort (including negligence), breach of statutory duty or otherwise, is limited to the General Cap: the Charges paid by the Customer under the Agreement, including Charges applied against the Prepaid Balance, in the 30 days before the claim is notified, together with any Prepaid Balance then held. The same formula applies to a self-serve account.

12.3 Each Party's liability for breach of section 14, section 16 or Annex 1 is limited to 2× the General Cap, in place of and not in addition to the General Cap for such claims, however framed. It does not limit liability that Data Protection Law does not permit to be limited, including a data subject's right to compensation.

12.4 Nothing in the Agreement excludes or limits a Party's liability for fraud, wilful misconduct, death or personal injury caused by its negligence (subject to 8.4 for emergency calling), or anything Applicable Law does not permit to be excluded or limited; nor the Customer's obligation to pay Charges, interest, taxes and any Regulatory Surcharge; nor a Party's wilful infringement or misappropriation of the other's intellectual property, including breach of 15.2; nor the Customer's liability under 5.6 for fines, penalties, levies and third-party charges caused by traffic or content within 13.1(a); nor the Customer's liability for breach of 10.4 or of Module US (US10); nor the Customer's indemnity under 13.1(a), or for an emergency-calling claim within 8.4 arising from its breach of section 8 or Module US (US2), which 13.3 leaves unlimited.

12.5 No claim may be brought more than 12 months after the claiming Party first became aware, or ought reasonably to have become aware, of the facts giving rise to it; for an indemnity claim the period runs from notification of the third-party claim to the indemnified Party. This does not apply to a claim for Charges, which is subject to the period under Applicable Law.

12.6 A Party may recover an amount once only. The Charges reflect the allocation of risk in this section, and the limits apply even if a limited remedy fails of its essential purpose.

13. Indemnities

13.1 The Customer defends and indemnifies VoxTelAI, its Affiliates and their officers, employees and agents against any third-party claim, including a regulator's claim or penalty, and the resulting damages, fines, reasonable costs and legal fees, arising from:

(a) unlawful traffic or content that the Customer or an End User originated, permitted or knowingly benefited from, including fraudulent traffic; content Applicable Law prohibits; traffic to or for a sanctioned person or territory; and a call, message, recording or AI conversation made without the consent, lawful basis, registration, suppression or disclosure Applicable Law requires;

(b) presentation of a CLI the Customer was not entitled to present, or manipulation of CLI in breach of 10.3 or Schedule D;

(c) a breach of 11.4 or of Schedule D (D4, D5) not within (a), including a failure to honour a suppression or opt-out request or to record a consent or lawful basis;

(d) a claim by an End User, including as to content, billing, privacy, recording, consent or the emergency-services warning in 8.2; and

(e) a claim that Customer Data, prompts, scripts, voices or content supplied by the Customer or an End User infringe a third party's rights.

The indemnity does not apply to the extent the claim results from VoxTelAI's breach of the Agreement, negligence or wilful misconduct, or a failure of the Platform to operate as Schedule A describes.

13.2 VoxTelAI defends the Customer against any third-party claim that the Platform, as supplied and used in accordance with the Agreement, infringes a patent, copyright, trademark or trade secret, and pays the damages and costs finally awarded or agreed in settlement. It does not apply to a claim arising from Customer Data, prompts, voices, knowledge sources or content the Customer or an End User supplied, or from AI Output to the extent the claim arises from them, or from the output of the Customer's own AI system (Schedule A (A4.5)); from combination or modification not made by VoxTelAI; from use in breach of the Agreement or Applicable Law; or from continued use after a non-infringing alternative is offered. VoxTelAI may procure the right to continue, modify the Service to be non-infringing, or terminate the affected Service Order and refund Charges prepaid for the unused period.

13.3 The Customer's indemnity under 13.1(a) is not limited by the General Cap, and a claim within (a) remains unlimited even where it also falls within (c), (d) or (e); nor is the Customer's indemnity under 13.1(d) limited for a claim arising from the absence of emergency calling (8.4) where the claim arises from its breach of 8.2 or 8.3 or of Module US (US2). Traffic generated through compromised credentials that neither the Customer nor an End User originated, permitted or knowingly benefited from is not within 13.1(a); the Customer pays the Charges for it under 9.2, and its liability for third-party claims arising from it is subject to section 12. Every other indemnity in this section is subject to section 12; where such a claim concerns Personal Data or Confidential Information, 12.3 states its limit.

13.4 The indemnified Party notifies the indemnifying Party promptly, gives it sole control of the defence and settlement, and cooperates reasonably at its expense; no settlement that admits liability on the indemnified Party's behalf, imposes a non-monetary obligation on it or fails to release it fully may be made without its consent, not to be unreasonably withheld. Late notice reduces the indemnity only to the extent of resulting prejudice.

14. Confidentiality

14.1 Each Party keeps the other's Confidential Information confidential, uses it only to perform the Agreement or exercise its rights, protects it with at least reasonable care, and discloses it only to employees, Affiliates, advisers and contractors who need it for that purpose and are bound at least as protectively, for whom it remains responsible.

14.2 These obligations do not apply to information the receiving Party can show was lawfully known to it without a duty of confidence, is or becomes public other than through its breach, was lawfully received from a third party free of any duty of confidence, or was independently developed. Where law, a court, a regulator or a stock-exchange rule requires disclosure, the receiving Party may disclose what is required, with prompt notice and reasonable cooperation where lawful.

14.3 On request or termination, the receiving Party returns or destroys the other's Confidential Information, except copies in routine backups or required by Applicable Law, which remain subject to this section; this does not permit VoxTelAI to retain Customer Data beyond the periods in Schedule A and Annex 1.

14.4 These obligations continue for 3 years after termination and, for the Rate Card, the commercial terms of the Order Form and trade secrets, for as long as the information remains confidential. Neither Party issues a press release about the Agreement without the other's prior written consent. VoxTelAI may name the Customer, with its logo, in customer lists and sales materials; the Customer may withdraw that permission at any time by written request to legal@rolycall.com, after which VoxTelAI removes the name and logo from materials it controls within 30 days (archived or already distributed materials excepted). Neither Party otherwise uses the other's name, logo or marks in marketing without prior written consent.

15. Intellectual property, AI features and AI Output

15.1 Each Party retains the intellectual property rights it owned before the Effective Date or develops independently. VoxTelAI grants the Customer, for the Term, a non-exclusive, non-transferable licence to use the Platform, Portal, API and documentation solely to receive the Services, for itself and through its personnel and contractors, including to operate a tenant for a client it serves through the Platform (Schedule A (A6.1)); access by a client's own staff requires a separate written agreement.

15.2 The Customer must not, and must not permit anyone to, copy, modify or create derivative works of the Platform software; reverse engineer it except where Applicable Law prohibits that restriction; use the Platform to build a competing product or to extract, replicate or train on its models or datasets; remove a proprietary notice; or exceed published API limits or scrape the Portal.

15.3 As between the Parties, the Customer owns all Customer Data and the AI Output generated for it, and the prompts, agent configurations, knowledge sources and scripts it supplies. It grants VoxTelAI a non-exclusive, worldwide, royalty-free licence to host, process, transmit and use Customer Data solely to supply, secure, support and bill the Services, subject to section 16 and Annex 1.

15.4 VoxTelAI does not use Customer Data or AI Output to train, fine-tune or improve machine-learning or language models, for itself or anyone else, and requires the same of its speech-recognition, speech-synthesis and language-model providers (Annex 1 (DPA7)).

15.5 AI Output is generated by probabilistic models, may be inaccurate, incomplete or inappropriate, is not professional advice and is not necessarily unique. The Customer reviews AI Output before relying on it for a decision that affects a person, keeps a human able to intervene, configures the AI Agent so that a called party can reach a human or request a callback where Schedule A or Applicable Law requires, and, where

Applicable Law requires, discloses that an AI system is speaking and that a call is recorded; the disclosure prompt and the recording announcement are features of the Services that the Customer enables (Schedule A (A5.4, A7.2)), and the duty to disclose is the Customer's (Schedule D (D4, D5) and the Modules).

15.6 Where the Customer connects its own AI system to the Platform (Schedule A (A4.5)), VoxTelAI carries the signalling and media and provides the tools Schedule A describes; the conduct, content, disclosures, consents and lawfulness of the conversation and the output of that system remain the Customer's responsibility, and that output is not AI Output.

15.7 VoxTelAI creates or uses a voiceprint or other biometric identifier only where the Customer enables a feature that requires it, as processor under Annex 1. A cloned voice may be used only with the consent Schedule D (D4.5) requires, or where it is fully synthetic and not attributable to an identifiable person.

16. Data protection

16.1 Annex 1 forms part of the Agreement and applies wherever VoxTelAI processes Personal Data on the Customer's behalf. The roles are those in Annex 1 (DPA2): the Customer is controller of the contact data, recordings, transcripts, consent records and other Customer Data it or its End Users bring to the Services, and VoxTelAI its processor; VoxTelAI is an independent controller of call-detail and message-delivery records (not message bodies, except the copy Annex 1 (DPA2.1) describes) and of account, billing, verification, fraud-prevention, security and traceback data, applies its own lawful basis, and no Customer instruction can require it to stop generating, retaining or disclosing those records or that data where section 10 or Applicable Law requires; Annex 1 does not apply to that processing.

16.2 The Customer has the obligations of a controller stated in Annex 1 (DPA2), including a lawful basis for the Personal Data it submits to or generates through the Services, the notices and consents Data Protection Law requires, retention settings that match its obligations, and notice to VoxTelAI without undue delay of a breach affecting its credentials, number-registration records or consent records.

16.3 Annex 1 governs Sub-processors, transfers, security, breach notification, assistance, audits, deletion and the Regional DP Annex; the Appendix to the Order Form (for a self-serve account, the Portal account record — Online Terms (T1.3)) records the Customer's data-protection contact, representatives and supervisory authority, and the processing region is as Annex 1 (DPA11) states; 12.3 governs liability under this section and Annex 1.

17. Force majeure

17.1 A Party is not liable for failure or delay in performing an obligation, other than a payment obligation, a notice required by Data Protection Law or Annex 1 (DPA9, DPA11.8) or the suspension notice in 4.5 and Schedule D (D9.3), to the extent caused by an event beyond its reasonable control — natural disaster, epidemic, war, civil unrest, strike not involving its own workforce, act of government, failure of a utility or public network, large-scale cyber-attack on infrastructure it does not operate — provided it notifies the other Party within 5 Business Days and uses reasonable efforts to mitigate and resume performance.

17.2 A failure at a supplier from which VoxTelAI buys capacity, numbering, transit or termination is such an event for VoxTelAI where it was beyond VoxTelAI's reasonable control and VoxTelAI notifies the Customer and re-routes or restores the affected Service with reasonable diligence; Schedule C (C7) states how such failures are treated for service levels.

17.3 If such an event materially prevents performance for more than 30 consecutive days, either Party may terminate the affected Service Order on written notice, without liability other than for amounts accrued.

18. Assignment, Affiliates and subcontractors

18.1 Neither Party may assign or transfer the Agreement without the other's prior written consent, not to be unreasonably withheld, except that either Party may assign it to an Affiliate or to a successor to the business or assets to which it relates on 10 Business Days' written notice — the Customer subject to the conditions in 18.3 and 18.4. An assignment in breach of this clause is void.

18.2 VoxTelAI may perform its obligations through an Affiliate or a subcontractor and remains responsible for them; Sub-processors are engaged under Annex 1 (DPA6). An Affiliate performing a Service does not become a Party.

18.3 A permitted transfer may be effected by novation on 15 Business Days' written notice, with Numbers, Service Orders, credit terms, the Prepaid Balance and accrued Service Credits unaffected; an incoming Customer must first pass verification under 3.4 and credit and sanctions checks and hold the authorisations the transferred Services require.

18.4 The Customer notifies VoxTelAI within 10 Business Days of a change of control; VoxTelAI may then re-verify it under 3.4, adjust credit terms, and terminate on 30 days' written notice if the change materially increases its credit, regulatory or sanctions risk.

19. Notices, amendments and general

19.1 Notices are in writing and in English. VoxTelAI's addresses are legal@rolycall.com (legal), billing@rolycall.com (billing), abuse@rolycall.com (abuse and security) and the postal address at the head of this document. The Customer's addresses are those in the Order Form or, for a self-serve account, its registered account contacts. A notice of termination, material breach, indemnity claim or dispute goes to the legal notices address. Either Party may change its notice details on 5 Business Days' written notice; notice to a contact the Customer failed to update is valid.

19.2 A notice by email is effective on the next Business Day after it is sent, unless the sender receives a delivery failure; a notice by courier, on delivery. Operational notices (maintenance, security advisories) may be given by email or by Portal posting with a notification email; Sub-processor changes are notified as Annex 1 (DPA6.3) provides; Rate Card changes are notified as Schedule B (B1.4) provides. The introduction or variation of a charge is never an operational notice (7.3; Schedule B (B1)).

19.3 Commercial terms — the Order Form and the Charges — change only by signed amendment or, for the Rate Card, as Schedule B (B1) provides; these General Terms, for a signed account, only by signed amendment save under the last sentence of this clause, and for a self-serve account as the Online Terms (T7) provide; Annex 1 as Annex 1 (DPA1.6) provides. VoxTelAI may amend a Schedule, a Module or the Sub-processor list on 30 days' written notice; if the amendment is materially adverse, the Customer may terminate the affected Service without charge by notice given before it takes effect or within 30 days after, and VoxTelAI refunds recurring Charges prepaid for the period after termination. No amendment under this clause may introduce or vary a charge; section 7 and Schedule B govern that exclusively. An amendment to any document of the Agreement that Applicable Law, a regulator or a numbering authority requires takes effect on the date required, with notice as soon as practicable and the same termination right.

19.4 The Agreement is the entire agreement between the Parties about its subject matter and supersedes all prior proposals, quotations and agreements about it; neither Party has relied on a statement not set out in it, without excluding liability for fraud. Pre-printed or standard terms on a Customer purchase order, supplier portal or vendor-onboarding form have no effect, even if VoxTelAI signs or acknowledges that document.

19.5 An invalid or unenforceable provision is modified to the minimum extent needed to make it enforceable or, failing that, severed, and the rest continues in force. A failure or delay in exercising a right is not a waiver, and a waiver is effective only in writing. The Parties are independent contractors; the Agreement is non-exclusive and creates no partnership, agency or joint venture; and, except for the persons indemnified under section 13, no non-Party may enforce any term of it.

19.6 The Agreement, a Service Order and any notice or amendment may be signed or accepted electronically and in counterparts so far as Applicable Law permits. Wherever the Agreement requires a document to be signed, an electronic signature and an acceptance recorded by the Platform (Online Terms (T5)) are signatures.

20. Governing law and disputes

20.1 The Agreement, and any dispute or claim arising out of or in connection with it, its subject matter or its formation, including non-contractual claims, is governed by the laws of the State of Delaware, United States, without regard to its conflict-of-laws rules. The 1980 UN sales convention (CISG) does not apply.

20.2 A Party that has a dispute notifies the other in writing, describing it; senior representatives of the Parties then attempt in good faith to resolve it within 30 days of that notice. Neither Party starts arbitration or court proceedings before that period ends, except to seek relief under 20.5, to preserve a limitation period, to recover undisputed Charges or to act on misuse of Confidential Information or intellectual property.

20.3 A dispute not resolved under 20.2 is finally resolved by binding arbitration under the International Arbitration Rules of the International Centre for Dispute Resolution in force at the date the notice of arbitration is filed; seat New York, New York; one arbitrator; language English. The arbitrator is bound by section 12 and may not award punitive or exemplary damages except where they cannot lawfully be excluded. The award is final and may be entered in any court of competent jurisdiction. The arbitration, the submissions and the award are confidential except as needed to enforce the award or as Applicable Law requires.

20.4 In place of 20.3 the Parties may agree, in a signed amendment or in the Order Form: (a) arbitration under the rules of the Dubai International Arbitration Centre, seated in Dubai; (b) arbitration under the rules of the International Chamber of Commerce, seated in London or Paris as so agreed; or (c) the exclusive jurisdiction of the state and federal courts in Delaware; under (a) and (b), one arbitrator and English unless otherwise agreed. Where a United States court is the forum under (c) or for a self-serve account, the jury-trial and class-action waivers in Module US (US11) apply whether or not that Module is otherwise triggered. Module US (US11) never applies where arbitration is the forum, and 20.3 governs that arbitration unless the Parties agreed arbitration under (a) or (b). For a self-serve account the courts of Delaware have exclusive jurisdiction and arbitration does not apply (Online Terms (T8)).

20.5 Nothing in this section prevents a Party from seeking interim, injunctive or equitable relief in any court of competent jurisdiction to protect its rights, data or network integrity or to preserve assets or evidence, or from enforcing an award or judgment in any court.

20.6 The law chosen in 20.1 governs the Agreement between the Parties; it does not determine whether a call, message or campaign is lawful or displace a mandatory rule of the Applicable Law of the origin or a Destination or of the Data Protection Law protecting a data subject, and a court or tribunal applying the Agreement gives effect to those mandatory rules.

21. Modules

21.1 Module US applies whenever any called or messaged party or Number under the Agreement is located in or assigned to the United States. Module EU/UK applies whenever the Customer is established in, or any user or any called or messaged party under the Agreement is located in, the European Economic Area or the United Kingdom. Each Module applies on those facts alone, whatever the Order Form (O1.4, O5.2) or the Online Terms (T4) record. Module US (US2) prohibits supplying users, seats and devices located in the United States; use of the Services by a person located in the United States nonetheless brings Module US into effect.

21.2 Both Modules are disclosed and pinned under 2.5 at signature or acceptance, whether or not triggered; an untriggered Module has no operative effect, save that Module US (US11) applies as 20.4 provides. Where the Customer knows in advance that a fact in 21.1 will first arise, it notifies VoxTelAI in writing before it does. A Service Order that first creates a fact in 21.1 is itself the notice this clause requires; VoxTelAI appends it to the Order Form or the account record. Supply is not a breach of this clause merely because no separate notice preceded that Service Order. A later change is recorded by written notice appended to the Order Form (O1.4, O5.2) or, for a self-serve account, in the account record as the Online Terms (T4.3) provide.

21.3 A Module prevails over these General Terms and the Schedules on its subject; it never reduces the protections these General Terms give VoxTelAI, disapplies section 8 or 12, or makes available on a self-serve account a Service the Online Terms withhold. A Module is amended under 19.3.

Schedule B — Billing Mechanics

This Schedule states mechanics; prices, limits, deposits, commitments and payment periods are in the Rate Card or the Order Form, with the B2.3 defaults where the Rate Card is silent. Capitalised terms: General Terms section 1.

B1. Rate Card

B1.1 The Rate Card is the only statement of the Customer's prices: the Standard Price List as applied to the Customer, individual rates agreed with it, or both. The copy published in the Customer's Portal account is authoritative; a copy emailed or attached is for information, and a conflicting figure elsewhere does not bind. A commercial term the signed Order Form expressly states prevails (General Terms section 2).

B1.2 The Rate Card, other than the Standard Price List, and every invoice are Confidential Information.

B1.3 Form. The Order Form records which of three forms applies: standard — the Standard Price List, shown in the Portal account after signature, nothing sent or signed separately; individual — rates agreed with the Customer, published to its Portal account and emailed as a spreadsheet for information; or a mix of both, the individual entries prevailing for their Destinations and codes, the Portal showing the merged effective card. Rate tables are published or attached, never signed; a destination rate deck may be a separate dated spreadsheet forming part of the Rate Card. Each version states its effective date and time in UTC; superseded versions remain in the Portal (General Terms 2.5).

B1.4 Changes. VoxTelAI may change the Rate Card on 7 days' notice — every change, including the Standard Price List as applied and a pass-through under B5.2. Notice is publication in the Portal account (for the Standard Price List, also on the site) plus an email to the billing contact; the 7 days run from the later, and an email to an address the Customer failed to keep current is valid (General Terms 19.1). No change may introduce a category of Charge the Rate Card or the Order Form does not already contain; a pass-through under B5.2 is not one. A longer notice period stated in the Order Form prevails.

B1.5 Rejection. A change takes effect on the date the notice states. A Customer that does not accept it may, before that date, terminate the affected Service or the Agreement — by notice, or by ceasing to use and closing the Service — without early-exit amount, shortfall or other charge and with the commitment reduction in B4.6(c). Use of a Service after the effective date is acceptance of the change.

B1.6 A Service Order applies an existing Rate Card entry and creates no price. An unpriced Destination, Number type or Service is unavailable until a price enters the Rate Card by signed Order Form or amendment or by a change under B1.4 and B1.5; a price notified by email and accepted in the Portal enters it under this B1, not as a Service Order term.

B1.7 Currency, billing model, payment terms, credit limit, deposit, minimum commitment, early-exit amount and any other commercial commitment change only by a written amendment signed by both Parties — an electronic signature or a Platform-recorded acceptance (General Terms 19.6; Online Terms (T5)) is a signature — or, for a self-serve account, as the Online Terms (T7) provide; never by a Rate Card change.

B2. Rating principles

B2.1 Each of the following is as stated in the Rate Card: the unit of charge; the initial and subsequent increments; any minimum charged duration; the rounding rule; any setup, attempt or connection charge; the rule for counting message segments; the unit and period of each recurring Charge; and the pro-ration

rule for a partial period.

B2.2 Answer supervision. A call is billable from answer supervision by the terminating network until the call clears. An attempt that is not answered, fails or is rejected is not charged unless the Rate Card states a charge for it. Minutes of the AI Agent, and of the Customer's own AI system connected under Schedule A (A4.5), count only while a call is connected.

B2.3 Defaults where the Rate Card is silent. Each call is rated individually and attributed to the billing period in which it was answered. A usage Charge for which the Rate Card states no increment or minimum charged duration is rated per minute — a 60-second initial increment, 60-second subsequent increments and a 60-second minimum charged duration, the connected duration rounded up to the next whole minute. Charges are aggregated for the billing period and the total rounded to the smallest currency unit; a recurring Charge for a partial first billing period is pro-rated by calendar day.

B2.4 Charges are stated and payable in United States dollars (General Terms 6.2); bank, card, exchange and intermediary charges are allocated as General Terms section 6 states.

B3. Records, invoices, disputes and late payment

B3.1 Call detail records. Charges are rated on the call detail records the Platform generates; they prevail over the Customer's records save for manifest error or a demonstrated fault in VoxTelAI's rating systems, and are available in the Portal and the API.

B3.2 Invoices. Usage is billed for each calendar month measured in UTC unless the Order Form states a different billing period. Each invoice itemises Charges by Service and shows taxes, any Regulatory Surcharge and third-party pass-through amounts on separate lines. Invoices are payable within the period the Order Form states.

B3.3 Disputes. The Customer may dispute a Charge by written notice to billing@rolycall.com within 30 days after the invoice date or, on a prepaid account, after the debit, stating the amount, records and reason. The undisputed part is paid when due; a Charge disputed in good faith within the window is not overdue and no ground for suspension. The Parties resolve the dispute within 30 days; a Charge found not due is credited or, if the account is closed, refunded. A Charge not disputed in the window is accepted, except for an error VoxTelAI itself identifies and corrects.

B3.4 Late payment. Interest, collection costs and set-off are governed by General Terms section 6. Suspension for non-payment of an invoice follows written notice and a further 7 days to pay (General Terms section 4); the automatic stop of usage under B4.3 is not such a suspension.

B4. Prepaid Balance, credit, deposits and minimum commitment

B4.1 The Order Form states whether the account is prepaid or invoiced on credit; if silent, it is prepaid. A self-serve account is prepaid only.

B4.2 Prepaid Balance. The Customer funds the Prepaid Balance by the payment methods shown in the Portal; funds are credited when cleared. Maintaining a sufficient balance, and headroom within any credit limit, is the Customer's responsibility. Low-balance and limit alerts, at the thresholds set in the Portal or the defaults shown there, are a courtesy; their absence or delay changes nothing.

B4.3 Automatic stop. When the Prepaid Balance is exhausted or the credit limit stated in the Order Form is reached, the Platform automatically stops the usage-rated Services — calls, messages, AI minutes — without notice or cure period; the stop is not a suspension under General Terms 4.4 and not unavailability

under Schedule C (C7). Usage resumes automatically on top-up or payment. Numbers, configurations and recurring Services remain and recurring Charges accrue; Schedule A (A2.8) governs retention of Numbers on a negative balance; a negative balance is payable on demand.

B4.4 Credit. Credit terms exist only if the Order Form states them and a credit limit; at the limit, usage stops under B4.3. On late payment, suspected fraudulent traffic or a material adverse change in the Customer's financial position, VoxTelAI may require payment in advance for further traffic or Service Orders, refuse further credit and suspend under General Terms 4.4; the billing model changes to prepaid only by signed amendment (B1.7).

B4.5 Deposits. A deposit is payable only if the Order Form states one. VoxTelAI holds it without interest unless Applicable Law requires otherwise, may apply it against overdue amounts after notice, and returns the unapplied balance under B7.

B4.6 Minimum commitment. A minimum commitment exists only if the Order Form states an amount and a commitment period; otherwise the Customer pays as it goes and owes no shortfall. Where a commitment exists:

(a) qualifying Charges are all Charges incurred in the commitment period, excluding taxes, any Regulatory Surcharge, pass-through amounts, interest, deposits and Charges settled with promotional credit; a Charge settled with shortfall credit qualifies;

(b) at the end of each commitment period VoxTelAI charges any shortfall between qualifying Charges and the commitment and credits the same amount as shortfall credit, usable against any future Charge until the end of the commitment term or, if the Order Form states none, until the Agreement ends; the commitment is a pre-purchase, not a penalty, and shortfall credit is not refundable in cash;

(c) the commitment is pro-rated by calendar day for the first and last partial periods and is reduced to the extent it relates to a Service terminated under B1.5, Schedule C (C6), General Terms 17.3, for VoxTelAI's uncured breach, or under any other provision of the Agreement allowing termination without charge.

B4.7 Early exit and administrative charges. Where the Order Form states a minimum commitment and the Customer terminates for convenience, or VoxTelAI terminates for the Customer's breach, before the end of the commitment term, the Customer pays the early-exit amount the Order Form states or, if none, the unpaid commitment for the remainder of that term — the agreed price of the special terms, not a penalty. Unused shortfall credit is applied first; no early-exit amount is payable without a commitment or on a termination within B4.6(c). A charge for a reversed payment, reinstatement or an abuse investigation is payable only if the Rate Card or the Order Form states it, is cost-based, and never for an event VoxTelAI caused.

B5. Taxes, surcharges and pass-through amounts

B5.1 Charges are exclusive of taxes. Taxes, withholding and any Regulatory Surcharge are governed by General Terms section 7, which prevails on those subjects. No Regulatory Surcharge is levied at the Effective Date; one may be introduced only as section 7 permits, on at least 30 days' notice and subject to the rejection right in B1.5. VoxTelAI will not describe a charge as a tax or government fee unless it is one.

B5.2 Amounts a carrier, messaging aggregator, registry or industry body charges VoxTelAI for the Customer's traffic or Numbers are passed through at cost as General Terms 7.4 provides, on a separate invoice line; VoxTelAI provides the underlying documentation on request.

B6. Fraud

B6.1 The Customer pays for all traffic generated through its credentials, trunks, API keys and Portal logins, whether or not it authorised it, including traffic from a compromise of its or an End User's systems and artificially inflated traffic (General Terms 9.2).

B6.2 The Customer keeps credentials secure, restricts signalling by IP address where the Service allows, configures the spend caps, concurrency limits and Destination blocks available in the Portal, and reports a suspected compromise as General Terms 5.3 requires. VoxTelAI's fraud controls are tools provided without guarantee; it does not undertake to detect or prevent fraud (General Terms section 9).

B6.3 Review. Within the dispute window in B3.3 the Customer may ask VoxTelAI to review Charges arising from a fraud event; as goodwill and without obligation, VoxTelAI may waive or credit the part its own suppliers have not charged and will not charge it, and may pass on a fair share of a carrier recovery.

B7. Refunds on termination

B7.1 When the Agreement or a Service ends for any reason, VoxTelAI refunds the unapplied Prepaid Balance and any unapplied deposit attributable to it within 30 days after termination takes effect or, if later, after final Charges are settled — automatically, without administrative fee; an unclaimed balance is not forfeited, and only Charges incurred and not yet settled are deducted. On termination for the Customer's fraud, unlawful traffic or other material breach, General Terms 4.6 applies instead: VoxTelAI may retain the Prepaid Balance against the amounts it lists, owes no refund before they are finally determined, and may hold as security only so much of any balance as is reasonably referable to identified or reasonably anticipated claims, releasing the excess within 90 days after termination unless a claim is then pending.

B7.2 Promotional or bonus credit and shortfall credit are not refunded. Recurring Charges already paid for a billing period are not refunded, except that on a termination within B4.6(c) Charges prepaid for periods after termination are refunded with the Prepaid Balance under B7.1.

B7.3 A refund is paid to the payment source where the payment provider allows, otherwise by bank transfer to an account in the Customer's name. Applicable Law, including sanctions measures, may prevent or delay a refund.

End of Schedule B, Version VTA-SB-2026.08.

Schedule A — Service Descriptions

A1. General

A1.1 Scope. This Schedule describes each Service and the conditions on which VoxTelAI supplies it. Capitalised terms are defined in General Terms section 1. Where this Schedule and the General Terms conflict, General Terms section 2 decides.

A1.2 Emergency calling is not supplied. No Service is intended or able to carry calls to 911, 112, 999 or any Emergency Number; the Customer keeps another means of reaching emergency services and tells its users (General Terms 8). General Terms section 8 states the full position; it applies to every Service here and is not repeated below.

A1.3 Ordering and activation. VoxTelAI supplies a Service only under a Service Order it has accepted. A Service is activated once account verification under General Terms section 3 (3.4) is complete and any registration condition in A2.4 is met. Activation times published in the Portal are indicative, not commitments.

A1.4 Per-country conditions; withdrawal. The regulatory conditions shown in the Portal when a Number, route or feature is ordered are incorporated into the Service Order for it and bind the Customer. VoxTelAI may refuse, condition or withdraw a country, range, Destination, route or feature where a regulator, licensed operator or Applicable Law requires, with as much notice as circumstances allow, and otherwise on 30 days' notice. Where a withdrawal or change under this A1.4 is materially adverse, the Customer may terminate the affected Service by written notice to legal@rolycall.com before it takes effect or within 30 days after; no early-exit amount or commitment shortfall then applies to that Service, and VoxTelAI refunds Charges prepaid for the period after termination.

A1.5 Platform and hosts. The host of the Platform on which a Service is delivered depends on the functionality requested and the Customer's request. Every host is operated by VoxTelAI; the host changes neither the supplier, the Agreement nor the Charges.

A1.6 Dependencies. The Services depend on licensed operators, cloud infrastructure, third-party model providers and the public internet. Features marked in the Portal as beta or preview are supplied as they stand, are excluded from Schedule C and may change or be withdrawn at any time.

A1.7 Own business use; no resale. The Services are supplied for the Customer's own business use — including services the Customer renders to its own clients with the Platform, such as campaigns or an AI Agent operated for a client — and not for resale or supply of a telecommunications service to third parties; a carrier, service-provider or reseller arrangement requires a separate written agreement (General Terms 5.2). Client-facing use is permitted under the Agreement only while the Customer is the controller of the Personal Data concerned; where the Customer acts as a processor for its client, that use requires a separate signed data-processing agreement before it begins. The Customer operates its client-facing Services and tenants through its own personnel or contractors (A6.1); it remains responsible to VoxTelAI for every user, tenant, trunk, campaign or sender as General Terms section 5 and Schedule D provide, and VoxTelAI has no contractual relationship with the Customer's users or clients.

A2. Numbers

A2.1 *What is supplied.* Telephone numbers assigned to the Customer from VoxTelAI's inventory or that of a licensed operator, delivered to the endpoint the Customer designates: a SIP trunk (A3), the Cloud PBX (A6), the AI Agent (A5) or the Customer's own AI system (A4.5). Numbering rights remain with the regulator or licensed operator. Setup and recurring Charges for each Number and channel are as stated in the Rate Card and run until the Number is released.

A2.2 *Number types and channels.* The concurrent voice channels included with each Number, and the maximum per Number and per country, are stated in the Portal; further channels may be ordered as the Rate Card states.

Type	Principal constraints
Geographic	Tied to a city or area; its user must usually be present or established there
National	Non-geographic; some ranges are unreachable from mobile networks
Mobile	Stricter registration; voice only unless messaging is ordered separately
Toll-free	Calling party not charged; the Customer pays inbound minutes; usually reachable only in-country; subject to reclaim for non-use

A2.3 *Eligibility and in-country use.* Where the numbering conditions of the country of allocation, as shown in the Portal at order time and incorporated under A1.4, require the user of a geographic or national Number to be present or established in that country or in the area of the Number, the Customer must not use it, or permit any other person to use it, otherwise; must not forward calls to a Number, or present it as CLI on calls originating elsewhere, in a manner that country prohibits; and must return the Number once eligibility ends. Before ordering in a country the Customer must satisfy itself what obligations that country imposes on the user of a Number, bearing A1.2 in mind.

A2.4 *Registration profiles and know-your-customer data.* Registration requirements differ by country and number type — from a name and contact address to a full set of documents — and are shown in the Portal when a Number is ordered; they are incorporated into the Service Order for it (A1.4). Numbers are registered under one or more registration profiles, managed in the Portal: the Customer may maintain a profile for each legal entity or address on whose behalf it orders Numbers — itself or an Affiliate — each supported by the documents the country of allocation requires, and each specific to the Numbers ordered under it. No Number is assigned until VoxTelAI and, where applicable, its numbering partner have accepted the profile; VoxTelAI or its numbering partner may refuse or withdraw a profile or a particular Number under the rules of the country of allocation, and the refusal or withdrawal affects only the Numbers ordered under that profile or that Number, not the account or the other Services (General Terms 3.3, 3.4).

The Customer warrants, on each submission and while a Number remains assigned, that the documents and data in each profile are true, complete and genuine, that it has verified the identity they record and that it may lawfully disclose them to VoxTelAI, licensed operators and regulators, and must update them within 5 Business Days of any change. VoxTelAI, licensed operators and regulators may verify registration data at any time; the Customer must respond within the period VoxTelAI states (never shorter than the regulator allows), failing which VoxTelAI may suspend the affected Numbers and, after further notice, withdraw them; VoxTelAI may suspend or withdraw a Number immediately where a regulator, court or licensed operator requires, notifying the Customer as soon as it lawfully can. The Customer must reimburse fines and costs VoxTelAI incurs because registration data was inaccurate or missing.

A2.5 Porting. Where a country supports portability and VoxTelAI offers it, VoxTelAI accepts port-in and processes port-out requests as the Portal describes. Timing is largely outside VoxTelAI's control; Portal timescales are indicative, not commitments. The Customer warrants that it lawfully holds the letter of authorisation it submits and bears any charges it owes the losing operator. VoxTelAI will not unreasonably refuse or delay a port-out; where the subscriber or registered holder is entitled to port under that country's rules, VoxTelAI gives effect to that right even if the Customer objects. Where Applicable Law permits, VoxTelAI may decline a port-out while undisputed Charges remain unpaid after their due date and after at least 5 Business Days' written notice. The Customer may port Numbers out during any notice period and for 30 days after termination, provided undisputed Charges are paid and recurring Charges for those Numbers continue; afterwards VoxTelAI may release them. Not every number is portable, and a Number that cannot be ported ceases to be available on termination.

A2.6 Local Presence Pool. A Local Presence Pool is a set of Numbers allocated to the Customer and presented as CLI in rotation by the Platform. It is ordered in the Portal as a feature (a Service Order) for Numbers registered under A2.4; when ordering, the Customer confirms that it receives and handles return calls to every Number in the pool and uses rotation for local presence and load distribution, not to evade a block, filter, label or complaint threshold. Rotation is supplied only for Numbers; a number not allocated by VoxTelAI may be presented as CLI only as a fixed CLI with the evidence Schedule D (D3) requires, and is not rotated.

A2.7 CLI presentation. On every outbound call the Customer must present a CLI in E.164 format that Schedule D (D3.1) permits and that can receive return calls where the Destination requires it. The Customer warrants on each call that it is entitled to present the CLI presented, and must evidence that entitlement within 2 Business Days of request (Schedule D (D3.2, D8)). For each Number it allocates, VoxTelAI gives the allocation warranty and confirmation in General Terms 11.3. Schedule D (D3.3) prohibits an inaccurate or misleading CLI and one presented to defraud or cause harm. VoxTelAI is not responsible for CLI altered by a third party in transit and may itself modify, decline to pass on or block a CLI where a regulator or licensed operator requires or where it cannot attribute the CLI to the Customer. Call authentication and attestation for traffic to the United States is governed by Module US (US4).

A2.8 Release, reclaim, suspension and automatic stop. The Customer may release a Number through the Portal or API with effect at the end of the current service period, for which Charges remain payable; a released Number enters the operator's or regulator's quarantine and cannot be recovered. On suspension recurring Charges continue to accrue; VoxTelAI holds the Numbers for 30 days from the start of the suspension and may release them if it is not lifted within that period, on 5 Business Days' written notice and not while the suspension is the subject of an open dispute under General Terms section 20 or Schedule B (B3.3), provided recurring Charges for them are paid. Where usage stops automatically under Schedule B (B4.3) — which is not a suspension, so the preceding limb does not apply — VoxTelAI retains the Numbers while recurring Charges for them are paid or any negative balance is settled on demand, and may otherwise release them on 5 Business Days' written notice. On expiry or termination Numbers are deactivated unless ported out under A2.5. Where a Number is withdrawn or reclaimed for reasons not attributable to the Customer or the person recorded in the applicable registration profile (A2.4), VoxTelAI credits recurring Charges paid for the unexpired part of the current service period.

A2.9 Limitations. A Number may not offer every feature of a traditional telephone line; reachability from every network is not warranted; and collect calls must not be accepted on a Number.

A3. SIP trunking and voice termination

A3.1 *What is supplied.* An inbound SIP trunk delivers calls placed to the Customer's Numbers; an outbound trunk accepts the Customer's traffic for termination to fixed, mobile and other networks at the Destination; a trunk may be both. The Destinations and prefixes available are those in the rate deck published to the Customer's Portal account and priced in the Rate Card; calls to any other Destination are rejected. Not every range within a Destination is reachable, and VoxTelAI may add or remove Destinations as Schedule B (B1) provides.

A3.2 *Connectivity.* Delivery is over the public internet unless a private interconnect is agreed in a Service Order. Signalling is supported over UDP, TCP and TLS and must comply with RFC 3261; media runs over RTP and, where the Portal states a route supports it, SRTP. Numbers must be sent in E.164 format.

A3.3 *Authentication and credentials.* The Customer selects in the Portal IP authentication or SIP digest registration, within the limits the Portal publishes. SIP credentials, address allow-lists, Portal logins and API keys are Confidential Information and must be kept secure. All traffic authenticated with the Customer's credentials or from its authenticated addresses is chargeable as General Terms section 9 provides. The Customer must report a suspected compromise as General Terms 5.3 requires; VoxTelAI may reset credentials or disable a trunk immediately where it suspects compromise or fraudulent traffic.

A3.4 *Codecs, fax and DTMF.* G.711 is supported by default and further codecs on the routes the Portal identifies; transcoding is not warranted. Fax over T.38 is best-efforts on identified routes, and no warranty is given for fax, modem, alarm, telemetry or other non-voice in-band signalling. Out-of-band DTMF under RFC 4733 is required on outbound traffic.

A3.5 *Capacity and call rate.* Inbound concurrency is limited by the channels assigned to the Customer's Numbers and any lower per-trunk limit the Customer sets; outbound concurrency and call-attempt rate by the per-account and per-trunk caps set in the Portal. Calls above a limit are rejected. VoxTelAI may throttle or temporarily block a trunk that exceeds its limits, floods registration or keep-alive requests or sends malformed signalling that risks the Platform, and restores it promptly once the cause is resolved.

A3.6 *Routing discretion and quality.* VoxTelAI routes each call at its discretion, including by least-cost routing, and may change route or licensed operator at any time. Except as Schedule C expressly provides, VoxTelAI does not warrant the quality, answer rate, duration or post-dial delay of any route.

A3.7 *Rating.* VoxTelAI's call detail records are the source of truth for rating, subject to the dispute process in Schedule B (B3). Billing increments, minimum durations, rounding, answer supervision, the treatment of unanswered and failed attempts and any set-up Charge are each as stated in the Rate Card, applied as Schedule B (B2) provides. Where the Rate Card states origin-dependent rates, origin is determined as the Rate Card states; presenting a Number, including one in a Local Presence Pool, or a CLI the Customer is entitled to present under Schedule D (D3) is not of itself a misdeclaration of origin. Where the Customer misdeclares origin — in an origin field, by the trunk or address it sends from, or by a CLI it is not entitled to present — VoxTelAI may re-rate the affected calls at the Rate Card rate for the actual origin, subject to Schedule B (B3). Re-rating is without prejudice to A3.9 and Schedule D (D3): VoxTelAI may also block the traffic, require evidence under Schedule D (D3.2) and report it where Applicable Law or a licensed operator requires.

A3.8 *Fraud controls and blocked ranges.* Destinations and ranges with a high risk of fraud or revenue share are blocked by default and listed in the Portal; VoxTelAI may open one on request, subject to additional verification and any conditions the Order Form or Rate Card states. Where traffic to a Destination falls below the answer-rate or duration thresholds published in the Portal, or otherwise shows a fraud pattern, VoxTelAI may investigate, re-route, throttle or block it and may require the Customer to explain the profile

within 2 Business Days. VoxTelAI may also refuse, block or restrict traffic, immediately where necessary, where it reasonably suspects fraudulent or artificially inflated traffic or where a licensed operator or regulator requires, and, where the Customer has exhausted its Prepaid Balance or reached its credit limit, as Schedule B (B4.3, B4.4) provides; VoxTelAI notifies the Customer as General Terms 4.5 provides and restores traffic once the cause is resolved. General Terms 4.5 does not apply to the automatic stop under Schedule B (B4.3), which takes effect without notice and ends on top-up or payment. The Customer remains liable for traffic carried before blocking takes effect.

A3.9 Prohibited traffic. In addition to Schedule D, the Customer must not send, and must ensure its users and clients do not send: traffic to premium-rate or revenue-share ranges to generate revenue, or any artificial inflation of traffic; traffic with a spoofed, misleading or unauthorised CLI; traffic refiled, re-originated or stripped of its CLI to obtain a lower rate, defeat origin-based rating or bypass licensed interconnection, including SIM-box and grey-route termination; missed-call fraud schemes; test or nuisance calls to an Emergency Number; or traffic of a type the Destination operator prohibits.

A4. Outbound calling and campaign tools

A4.1 Features. The campaign tools comprise contact-list upload; preview, progressive and predictive dialling; pacing and retry rules; answering-machine detection; dispositioning; per-campaign CLI; suppression lists; calling-window controls; campaign reporting; and, where enabled, recording and transcription under A7. A campaign may connect the called party to a human agent, to the AI Agent under A5 or to the Customer's own AI system under A4.5.

A4.2 The Customer is the caller. For every campaign the Customer is, as between the Parties, the initiator of the calls and VoxTelAI the technical means of transmission; this does not displace a duty Applicable Law places on VoxTelAI directly. The Customer is solely responsible for compliance with the Applicable Law of the origin and of each Destination on the matters Schedule D (D4) lists — lawful basis, caller identification, calling times, opt-outs and do-not-call registers, and disclosure of an automated or AI voice — and for recording disclosure under A7. VoxTelAI does not approve, vet or verify contact lists, scripts or consent records, and accepting a campaign does not confirm that it is lawful. Purchased or third-party voice contact lists are not prohibited, but the Customer using them warrants a lawful basis under the law of each Destination to call each contact and that it maintains and applies a suppression list. Module US (US3) applies in addition where a called party is in the United States, and Module EU/UK (EU2, EU3) where one is in the European Economic Area or the United Kingdom.

A4.3 Compliance tools. Using an optional tool below transfers no compliance obligation to VoxTelAI, which does not confirm that a tool, as the Customer configures it, meets the requirements of any law.

Tool	What it does and does not do
Disclosure prompt	Plays a message the Customer configures at the start of a call — caller identification, AI-voice notice, recording notice — and logs when it was played; that log is Customer Data (A7.2). The Customer decides the wording and whether to enable it; the Platform enables it by default for calls to which a Module applies, and VoxTelAI may require it, as A5.4 and A7.2 provide
Suppression list	Applies the suppression and do-not-call data the Customer loads before each dialling pass. VoxTelAI does not verify it or screen lists against any public register

Tool	What it does and does not do
Time-window guard	Blocks dialling outside the local-time windows the Customer configures per Destination or contact; the Customer determines the windows and time zones
Consent-record store	Stores per contact the source, date, method and wording of the consent the Customer uploads; it does not verify consent
Pacing and abandonment controls	Limits dialling relative to available agents and plays the abandonment message the Customer configures; the Customer sets the limits its Destinations require
Answering-machine detection	Probabilistic; may misclassify; accuracy is not warranted; the Customer sets its thresholds

A4.4 Thresholds, complaints and records. VoxTelAI may throttle, pause or terminate a campaign where it reasonably suspects breach of this A4, Schedule D or Applicable Law, on complaints above the thresholds published in the Portal, a licensed operator's or registry's demand, an industry traceback or a regulatory notice; Schedule D (D9) governs notice and enforcement. The Customer must retain its contact lists, consent records, scripts, suppression records and dispositions as General Terms section 10 and Applicable Law require, and produce them within the periods Schedule D (D8) states.

A4.5 Connection of the Customer's own AI system. The Customer may connect an AI system it operates or procures itself to the Platform over a SIP trunk, over WebRTC or through the real-time media and call-control interfaces published in the Portal, so that its system places and receives calls using the Customer's Numbers, trunks and campaigns. For this Service:

(a) VoxTelAI supplies carriage and tools only: signalling, media transport, Numbers, CLI presentation, call control and events, the campaign tools in A4.1, the optional compliance tools in A4.3 and, where enabled, recording and transcription under A7. Charges for this Service are as stated in the Rate Card.

(b) VoxTelAI does not host, operate, monitor, supervise or control the Customer's AI system. The conversation that system conducts is the Customer's; nothing it generates is AI Output of the Services, and General Terms section 15 and A5 apply to the Services, not to the Customer's system.

(c) The Customer is responsible for the lawfulness of each conversation, including: disclosure that the called or calling party is interacting with an AI system where Applicable Law requires it; recording disclosure under A7; a working escalation path to a human being; ensuring its system handles an indicated emergency as A5.3 requires of an AI Agent flow; and the accuracy of what its system says. Before placing outbound calls through its own AI system the Customer records in the Portal, per campaign or trunk, whether AI disclosure is given by the disclosure prompt in A4.3 or by its own system; the duty to disclose where Applicable Law requires it remains the Customer's, and VoxTelAI may require the prompt to be enabled as A5.4 provides. Module EU/UK (EU2) and Module US (US3) apply in addition where they are triggered.

(d) The Customer's system must comply with the interface specifications published in the Portal, respond to signalling and keep-alive messages and release calls when a conversation ends. VoxTelAI may disconnect a call or stream, or limit the connection, where the Customer's system malfunctions (for example runaway or silent calls), notifying the Customer as soon as practicable.

(e) Audio, signalling and events that VoxTelAI passes to the endpoint the Customer designates are Customer Data transmitted on the Customer's instruction under Annex 1 (DPA3); that endpoint, and any provider behind it, is the Customer's processor or controller and not a Sub-processor of VoxTelAI.

(f) Schedule C covers the availability of the Platform and the carriage it provides; it does not cover the Customer's system, the network between the Platform and that system, or the quality of the conversation.

A5. AI Agent

A5.1 *What is supplied.* The AI Agent is a configurable conversational voice agent hosted by VoxTelAI that answers inbound calls delivered to the Customer's Numbers or extensions and places outbound calls as part of a campaign under A4. Its AI Output comprises synthesised speech and, where enabled, transcripts, summaries, structured extractions and suggested actions.

A5.2 *Accuracy and latency are not warranted.* The AI provisions of General Terms section 15 apply to all AI Output. Response latency, speech quality, recognition accuracy and extraction accuracy are not warranted and attract no Service Credit; Schedule C covers the availability of the AI Agent only. The Customer must apply human review proportionate to the risk of its use case.

A5.3 *Human escalation and emergencies.* Every AI Agent flow placed into production must include at least one working escalation path to a human being and must escalate promptly when the caller asks for a person, becomes distressed or repeats a request the agent cannot resolve. Where a caller indicates an emergency, the flow must tell the caller to hang up and dial the local Emergency Number from a service that carries such calls, and must escalate; no Service carries such a call (A1.2), so an agent cannot transfer or bridge a caller to one. VoxTelAI may disable a flow with no working escalation path, after notice where practicable.

A5.4 *AI disclosure prompt.* A disclosure prompt that tells the called or calling party that an AI system is speaking is available as a feature of the AI Agent and the campaign tools (A4.3); enabling it, and the duty to disclose where Applicable Law requires (including Module EU/UK (EU2) where it applies), are the Customer's. Where Module US or Module EU/UK applies to a call, the Platform enables the prompt by default for that call; the Customer may substitute its own wording or disable it, and by doing so confirms that it gives by other means the disclosure Applicable Law requires. VoxTelAI may require the prompt to be enabled for a campaign, Destination or tenant where a regulator, carrier, Applicable Law or a complaint pattern calls for it.

A5.5 *Customer content and prohibited uses.* The Customer is solely responsible for the scripts, prompts, voices, knowledge bases and connectors it supplies or enables and warrants that they are lawful, accurate and non-infringing; VoxTelAI does not review or approve them. The Customer must not use the AI Agent to clone or imitate the voice of an identifiable person without the consent Schedule D (D4.5) requires; to represent the agent as a specific named individual who is not in fact speaking; to state or imply that the caller is human where Applicable Law requires disclosure; or to give regulated legal, medical, financial or similar advice unless it holds the required licence and has told VoxTelAI so in writing.

A5.6 *Model providers, processing region and no training.* VoxTelAI's third-party speech-recognition, speech-synthesis and language-model providers are Sub-processors, listed with their processing locations as Annex 1 (DPA6) provides. Where the Portal offers a choice of processing region (European or United States), VoxTelAI uses providers in the selected region where a suitable model is available. VoxTelAI does not use Customer Data or AI Output to train, fine-tune or improve any model, as General Terms section 15 and Annex 1 (DPA7) state. VoxTelAI may substitute a model or provider, giving the notice Annex 1 (DPA6)

requires for a change of Sub-processor; a substitution that materially reduces functionality, changes the selected processing region or increases the Charges for the AI Agent is a materially adverse change, and the Customer may terminate the affected Service without charge as A1.4 provides.

A6. Cloud PBX

A6.1 *Tenants, seats and features.* The Cloud PBX is a multi-tenant hosted telephone system administered through the Portal and API. The Customer may create several tenants for its departments, branches or the clients it serves through the Platform (for example one tenant per client of a contact centre), remaining VoxTelAI's sole counterparty and responsible for every user (A1.7). The Customer operates a client tenant through its own personnel or contractors; access by a client's own staff requires a separate written agreement (General Terms 15.1). An extension assigned to a named individual is a seat; seats must not be shared between individuals working concurrently, nor used to originate automated or broadcast traffic in place of the campaign tools in A4. Extension and call-handling features (voicemail, presence, menus, schedules, ring groups, queues, per-extension and per-tenant CLI, transfer, park, pickup, barge, whisper and monitoring) are available as the Portal states for the plan ordered.

A6.2 *Softphones, devices and dependencies.* VoxTelAI supplies softphones and supports SIP endpoints, with auto-provisioning for the device models listed in the Portal. The Customer is responsible for its devices, firmware, local network and internet access; interoperation of an unlisted device is not warranted. The Cloud PBX does not include Numbers, trunks, termination or internet access; where the Customer connects a third-party operator, VoxTelAI is not responsible for that operator's quality or availability.

A6.3 *Limits and fair use.* Concurrency, device, extension, tenant and storage limits are published in the Portal and may be varied by Service Order. VoxTelAI may throttle or refuse traffic above a published limit, on 5 Business Days' notice except where immediate action is needed to protect the Platform or prevent fraud. Bundled allowances are for ordinary business use by the licensed seats, not for automated dialling, broadcasting, conference bridging for resale or continuous open channels; after notice VoxTelAI may move inconsistent traffic to the metered rates in the Rate Card.

A6.4 *Charges.* Set-up, per-seat, per-tenant and usage Charges, and the way seats are counted within a billing period, are as stated in the Rate Card and Schedule B.

A6.5 *Emergency calling and United States supply.* No seat, extension, softphone, device or flow can reach an Emergency Number (A1.2). Seats are not supplied for users in the United States: no person located in the United States may use a seat, extension, softphone or device to place or receive calls or messages (Module US (US2)); the same restriction applies to a self-serve account, as the Online Terms (T8) state.

A7. Recording and transcription

A7.1 *Enabled by default.* Recording and transcription are enabled by default for the Customer's calls and shown with the call detail records; the Customer may disable or scope them in the Portal or API per tenant, extension, queue, Number, campaign, AI Agent flow or connected AI system, and decides retention and access. By enabling the Services and leaving recording on, the Customer confirms it has the lawful basis, and gives the notices, that the Applicable Law of every jurisdiction connected to a call requires (A7.3).

A7.2 *Recording announcement.* A configurable recording announcement and periodic tone are available as a feature; enabling them, and the duty to notify and obtain consent, are the Customer's. Where Module US or Module EU/UK applies to a call, the Platform enables the announcement by default for that call; the Customer may substitute its own wording or disable it, and by doing so confirms that it gives the notices and holds the consents A7.3 requires. VoxTelAI may require the announcement to be enabled for a

campaign, Destination or tenant where a regulator, carrier or complaint pattern calls for it. The Platform's record that an announcement or a disclosure prompt (A4.3, A5.4) was played is Customer Data, retained for the period the Customer sets in the Portal (Module EU/UK (EU2.3)).

A7.3 *Lawfulness is the Customer's.* The Customer is solely responsible for determining the lawful basis for recording and transcribing, for giving every required notice and for obtaining every required consent from callers, called parties, its personnel and its End Users, applying the rule of the strictest jurisdiction connected to the call. VoxTelAI does not give legal advice on recording. Module US (US8) applies in addition to calls involving parties in the United States.

A7.4 *Transcripts and derived output.* Where the Customer enables it, the Platform generates transcripts, summaries and structured extractions from recordings and from live audio. They are AI Output, subject to A5.2, A5.6 and General Terms section 15, and are retained separately from recordings.

A7.5 *Retention, deletion and legal hold.* The default retention period for recordings and for derived output is shown in the Portal at enablement. The Customer may configure another period within the range the Portal offers, per tenant and per category, subject to the storage Charges stated in the Rate Card. At the end of the configured period the Platform deletes the item automatically and irreversibly; the Customer may delete earlier through the Portal or API. Removal from backups follows Annex 1 (DPA12). The Customer may apply a legal hold in the Portal, suspending automatic deletion for the items it covers; VoxTelAI may also preserve items where lawful process or a legal claim requires.

A7.6 *Export.* During the Term the Customer may export recordings, derived output and call detail records through the Portal or API in the formats the Portal publishes. After expiry or termination it may export for 30 days, after which Annex 1 (DPA12) governs deletion or return.

A7.7 *Not a system of record.* VoxTelAI does not warrant that every call will be recorded or transcribed: recording may fail for media, device, network or storage reasons. The Customer must not use the Platform as its system of record for a regulatory recording obligation unless a Service Order expressly agrees that use.

A7.8 *Roles.* Roles for each category of data are stated in Annex 1 (DPA2). Where VoxTelAI holds data as an independent controller under that table (call detail records, registration data under A2, and account, billing, fraud and security data) the retention, deletion and export provisions of this A7 do not apply to it and no Customer instruction varies it.

A8. SMS

A8.1 *What is supplied.* Application-to-person messaging on enabled Numbers and, where supported and registered, alphanumeric sender identifiers, sent and received through the API and Portal, with inbound delivery, delivery receipts and multimedia messaging where the Portal states they are available. Availability on any Number, country or route is published in the Portal and may change. Long messages are segmented and each segment is charged as the Rate Card states.

A8.2 *Operator rules, registration and delivery.* Messaging is governed by the rules of the operators, aggregators and registries of each Destination. Where a Destination or operator requires sender, brand or campaign registration, the Customer must complete it through VoxTelAI or another registered party before sending, with true and current information; outcomes are decided by the registry and operators. Throughput, filtering and delivery are set by the operators; VoxTelAI does not warrant throughput, delivery, delivery time or the accuracy of delivery receipts, and Schedule C does not cover message delivery. Messaging to the United States is addressed further in Module US (US7).

A8.3 Lists, consent and opt-out. Purchased, rented, scraped or shared contact lists must not be used for messaging; this restriction is operator-driven and applies regardless of A4.2. The Customer must obtain and record opt-in consent from every recipient; consent obtained for one brand or campaign may not be reused for another. The Customer must honour the opt-out keywords the Portal lists and answer help keywords with the sender's identity and a contact method, in each language it messages in. The Platform applies keyword handling at Number level; the Customer must not circumvent it and must apply each opt-out across every channel it uses to contact that recipient.

A8.4 Sender identity and content. The Customer must send only from Numbers assigned or ported to it; must not spread one brand's or campaign's traffic across multiple Numbers to evade filtering or throughput limits, rotate Numbers to evade a block, or share a Number between unrelated brands; and must comply with the operator content rules and prohibited categories published in the Portal.

A8.5 Operator and registry charges. Registration, campaign, pass-through and violation fees that operators, aggregators and registries levy on VoxTelAI for the Customer's traffic are passed through at cost as the Rate Card and General Terms section 7 state, itemised on the invoice as third-party operator and registry charges; they are commercial charges, not a Regulatory Surcharge, and are payable even where the message was filtered, blocked or not delivered. VoxTelAI provides the underlying documentation on request; Schedule B (B3) governs disputes.

A8.6 Message content and retention. Message bodies, recipient identifiers and delivery metadata are Customer Data, processed as processor under Annex 1 (DPA2.1) to transmit, deliver and support the Customer's messaging; a Customer instruction to delete applies to that processor copy. For abuse investigation, complaint handling, traceback and legal claims VoxTelAI separately retains, as an independent controller, transmission metadata and — only where Applicable Law requires — a copy of the body, for the period General Terms 10.7 states, and then deletes it.

A8.7 Suspension. VoxTelAI may suspend messaging on any Number, campaign or account where an operator or registry demands it, where complaint or spam-report rates exceed the thresholds published in the Portal, or where it reasonably suspects breach of this A8 or Schedule D, notifying the Customer as General Terms 4.5 provides; Schedule D (D9) and General Terms section 4 govern otherwise.

A9. Support and Portal API

A9.1 Portal and administrators. The Portal provides account administration, configuration, reporting and access to call detail records, with role-based access. The Customer must nominate, in the Order Form or at sign-up, an account administrator and a different individual as alternate; keep both current in the Portal; and notify changes within 5 Business Days.

A9.2 API. The API provides the Portal's functions programmatically, with event webhooks and the real-time media and call-control interfaces used for A4.5. API keys are Confidential Information. Rate limits are published in the Portal, and VoxTelAI may throttle requests above them. VoxTelAI gives at least 30 days' notice of a breaking change to a generally available API version, except where security or Applicable Law requires less; interfaces marked beta or preview are excluded, as A1.6 provides.

A9.3 Support. Support is provided through the Portal ticketing system and support@rolycall.com, with telephone escalation for the highest severity as Schedule C (C3) states. Support hours, severities, response targets and Service Credits are in Schedule C; a support tier, if any, is as agreed in a signed amendment. Support is in English and covers the Platform; it does not cover the Customer's equipment, networks, third-party operators or the Customer's own AI system.

A9.4 *Status, maintenance and notices.* VoxTelAI publishes Platform status and planned maintenance as Schedule C (C5) provides. Reports of abuse or suspected compromise go to abuse@rolycall.com ; legal notices to legal@rolycall.com as General Terms section 19 provides.

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Schedule C — Service Level Agreement

This Schedule states the availability targets for the Services, how availability is measured, the support VoxTelAI provides, and the Service Credits due if a target is missed. Capitalised terms: General Terms section 1. Percentages in this Schedule define service levels and remedies; they are not prices.

C1. Scope

C1.1 This Schedule applies to every Customer, on a signed Order Form or a self-serve account. Enhanced targets, enhanced Service Credits, committed capacity and a named account manager are available only as agreed in a signed amendment.

C1.2 It applies separately to each Service, for each calendar month measured in UTC. It does not apply to a Service while that Service is suspended for non-payment or for breach of Schedule D.

C1.3 Services and features designated beta, trial, preview or evaluation carry no target and no Service Credit. The accuracy, latency, speech quality or recognition quality of AI Output is not measured here and carries no Service Credit. Delivery of a message to a handset depends on carrier acceptance and filtering, and no delivery-rate target applies.

C1.4 No target relates to emergency calling: no Service carries calls to an Emergency Number (General Terms section 8), and no outage, Service Credit or chronic failure can arise from one.

C1.5 The targets cover VoxTelAI's network, the Platform and VoxTelAI's supplier chain as C7.2 provides. They do not cover a calling party's originating network, a called party's terminating network, or a third-party network outside that supplier chain.

C2. Availability

C2.1 The monthly availability target for every Service component is 99.9%. Each component is measured at a defined point in VoxTelAI's network:

Component	Target covers	Measured at
Platform, Portal and API	Authentication, account access, ordering, configuration, API calls	Portal and API ingress
SIP trunking	Registration or IP authentication; origination and receipt of SIP sessions with two-way media	VoxTelAI session border controllers
Inbound to Numbers (per country group)	Delivery of a call placed to a Number to the Customer's configured destination	VoxTelAI egress toward the Customer
Voice termination	Submission of outbound calls and a valid call-progress response on at least one available route	VoxTelAI ingress from the Customer

Component	Target covers	Measured at
Call control — Cloud PBX, AI Agent, outbound campaign dialling, connection of the Customer's own AI system	Call handling, answering, dialling and media bridging	VoxTelAI call-control tier
Media processing	Storage of recordings; generation and storage of transcripts and other AI Output	VoxTelAI processing tier
Messaging API	Acceptance of a validly formatted submission and hand-off to the onward carrier	Messaging API ingress

A country group is the set of countries VoxTelAI shows as one group in the Portal for this Schedule; VoxTelAI gives 30 days' notice by email before changing the grouping. A country not shown in any group is its own group.

C2.2 Formula. Availability for a component in a month is $(\text{total minutes} - \text{outage minutes}) \div \text{total minutes} \times 100$, where total minutes are the minutes in the month less excluded minutes under C5 and C7, and outage minutes are the minutes during which the component is totally lost or materially degraded by a cause within VoxTelAI's network, the Platform or its supplier chain. The result is rounded to two decimal places.

C2.3 Start and end. An outage starts at the earlier of (a) the first failed sample in a run of three consecutive failed monitoring samples, and (b) the time the Customer opens a Severity 1 or Severity 2 ticket that VoxTelAI later confirms as a genuine fault. It ends when the function is restored and confirmed by VoxTelAI's instruments or by a test agreed with the Customer. An event shorter than 60 seconds is not an outage.

C2.4 Partial outages. Where an event affects only part of a component, outage minutes are pro-rated by the affected proportion — channels for SIP trunking, Numbers for inbound, failed submissions as a share of all submissions for the Messaging API. Concurrent outages of the same component count once.

C2.5 Measurement. VoxTelAI's monitoring instruments are the primary source of truth; the underlying records are retained for 12 months.

C2.6 Customer evidence. The Customer may submit its own call detail records, SIP traces or logs. If they conflict with VoxTelAI's measurement, VoxTelAI discloses the relevant probe data and the Parties hold a joint review within 10 Business Days, VoxTelAI giving written reasons for its determination. An unresolved difference goes to General Terms section 20. VoxTelAI may not determine a claim on undisclosed data.

C3. Support and severities

C3.1 Channels. Faults are raised through one of these channels only:

Channel	Use
Portal ticket	All severities. Primary channel; produces the ticket number a Service Credit claim requires
support@rolycall.com	All severities, where the Portal is unavailable
Telephone +1 (302) 342-6155	Severity 1 and 2 only, at any time

C3.2 Hours. Severity 1 and 2 support is available 24 hours a day, every day. Severity 3 and 4 support is available 09:00–18:00 UTC, Monday to Friday, excluding the holidays VoxTelAI publishes in the Portal. A different support tier agreed in a signed amendment prevails on hours and targets.

C3.3 Ticket content. When opening a ticket the Customer gives its account identifier; the affected Service and identifiers (trunk, Number or range, API key or sender); the incident start time in UTC; the fault, its business impact and the severity claimed; and available diagnostics such as SIP call identifiers, call detail record extracts, packet captures or API error responses.

C3.4 Severities. VoxTelAI may reclassify a ticket after assessment and will say why; an unresolved classification dispute escalates under C3.6.

Severity	Meaning
1 – Critical	Total loss of a component, of all inbound or all outbound calling, or of the Platform for all users; no workaround
2 – High	Material degradation: significant call failure or one-way audio across a substantial part of traffic, loss of a country group, AI Agents or connected AI systems failing on a substantial share of calls, or elevated message submission failures
3 – Medium	Localised or intermittent impairment with a workaround; a single Number, trunk or feature affected
4 – Low	Information request, configuration change, provisioning query, or cosmetic fault with no operational impact

C3.5 Response targets, from receipt of the ticket:

Severity	Coverage	Acknowledgement	Updates	Restoration or workaround
1	24x7	30 minutes	Every 60 minutes	4 hours
2	24x7	1 hour	Every 4 hours	8 hours
3	09:00–18:00 UTC, Monday to Friday	4 hours within coverage	Each Business Day	3 Business Days
4	09:00–18:00 UTC, Monday to Friday	1 Business Day	As agreed	5 Business Days

VoxTelAI provides a written root cause analysis within 5 Business Days after resolving a Severity 1 incident and, if the Customer asks, within 10 Business Days for a Severity 2 incident.

C3.6 Escalation. VoxTelAI escalates an unresolved Severity 1 or Severity 2 incident progressively, without being asked, through three levels — duty engineer, head of operations, executive (chief technology officer or chief executive officer) — and names the individual engaged on request. The Customer may request escalation at any time through the ticket; on request VoxTelAI holds a bridge call with the Customer's technical lead until a Severity 1 incident is resolved or downgraded.

C4. Service Credits

C4.1 If a component misses its target in a month, the Customer is entitled on request to a Service Credit, expressed as a percentage of the monthly Charges for the affected Service for that month. Service Credits are as agreed in a signed amendment; if none is agreed, the default table below applies.

Measured availability is below the target by	Service Credit (% of the monthly Charges for the affected Service)
more than 0 and up to 0.10%	5%
more than 0.10% and up to 0.50%	10%
more than 0.50% and up to 1.00%	20%
more than 1.00% and up to 2.00%	35%
more than 2.00%	50%

Differences are in percentage points of availability.

C4.2 For a Service billed only on usage, the monthly Charges for this purpose are the average of the Customer's usage Charges for that Service over the three months before the affected month, or over the months supplied if fewer; where no earlier month was supplied, they are the usage Charges actually incurred for that Service in the affected month.

C4.3 If VoxTelAI misses the Severity 1 acknowledgement target in C3.5 three or more times in the same month, the Customer is entitled to a further Service Credit of 5% of the monthly Charges for the affected Service.

C4.4 *Cap.* Service Credits are capped at 50% of the monthly Charges for the affected Service in any month, and at 50% of the total Charges invoiced or, for a prepaid account, debited from the Prepaid Balance for that month across all Services.

C4.5 *Claims.* A claim is made through a Portal ticket copied to billing@rolycall.com within 30 days after the end of the month concerned, failing which it is waived. It states the Service and identifiers affected, the ticket number for each incident relied on, each outage start and end time in UTC, the Customer's calculation and the credit claimed, and any supporting records. Each incident relied on must have been reported through a channel in C3.1 within 24 hours of the Customer becoming aware of it, unless VoxTelAI itself detected and logged it.

C4.6 VoxTelAI acknowledges a claim within 2 Business Days and determines it within 15 Business Days, giving written reasons and the supporting measurement data if it rejects a claim in whole or in part. The Customer continues to pay invoiced amounts in full while a claim is pending and may not set off an anticipated Service Credit.

C4.7 An approved Service Credit is applied to the next invoice or, for a prepaid account, added to the Prepaid Balance, within 30 days. Service Credits are not payable in cash; on termination they are set off against the final invoice or refunded with the Prepaid Balance under Schedule B (B7).

C4.8 *Sole remedy, with the chronic-failure carve-out.* Service Credits are the Customer's sole remedy, and VoxTelAI's entire liability, for a failure to meet a target in this Schedule. This C4.8 does not limit the Customer's right to terminate for chronic failure under C6 or the refund payable on that termination; does not limit remedies for a breach of the Agreement other than a missed target; and does not affect liability that Applicable Law does not allow to be limited.

C5. Maintenance

C5.1 *Planned maintenance.* The maintenance window is the window VoxTelAI publishes in the Portal for the Customer's region or, if a signed amendment states a window, that window. Where reasonably practicable, VoxTelAI schedules planned maintenance outside business hours in the Destinations stated in the Order Form (O5.2). VoxTelAI gives at least 5 Business Days' notice of service-affecting planned maintenance, and 10 Business Days' notice where call processing is expected to be interrupted for more than 30 minutes, through the Portal status page and by email to the Customer's technical contact.

C5.2 Planned maintenance does not exceed 8 hours in aggregate in any month without the Customer's written consent. Minutes inside a properly notified window are excluded minutes. If the work overruns the window by more than 30 minutes, the whole overrun counts as outage minutes.

C5.3 *Emergency maintenance.* VoxTelAI may perform emergency maintenance without notice to preserve the security, integrity or stability of the Platform or network, or to comply with Applicable Law. It notifies the Customer as soon as practicable and explains in writing within 5 Business Days.

C5.4 Emergency maintenance is excluded only up to 4 hours in aggregate per month. Time beyond that counts as outage minutes.

C6. Chronic failure

C6.1 A chronic failure occurs for a Service if it misses its availability target in three consecutive months; or in any four months in a rolling twelve-month period; or if a single outage of it continues for more than 24 consecutive hours.

C6.2 On a chronic failure the Customer may terminate the affected Service on 30 days' written notice to legal@rolycall.com or, for a self-serve account, in the Portal. If that Service accounted for more than 50% of the Customer's total Charges in the month the chronic failure completed, the Customer may instead terminate the Agreement as a whole on the same notice. Notice must be given within 30 days after the event giving rise to the chronic failure, failing which the right lapses for that event.

C6.3 On a termination under this C6 no early-exit amount, shortfall or termination charge applies to the terminated Service, and any minimum commitment is reduced as Schedule B (B4) states. VoxTelAI refunds, within 30 days after termination takes effect, Charges prepaid for that Service for periods after termination together with any unapplied Prepaid Balance attributable to it. The refund is automatic, no claim period applies to it, and no administrative or processing fee is deducted; VoxTelAI may deduct only Charges incurred and not yet settled. Service Credits already accrued are unaffected.

C6.4 This C6 applies in full on both channels. The rights in it are in addition to, and are not limited by, C4.8.

C7. Exclusions

C7.1 The following are excluded minutes and do not count as outage minutes:

- (a) faults in the Customer's network, systems, software, configuration, credentials or equipment, including its PBX, session border controller, firewall, codecs, channel limits and DNS, and faults in an AI system the Customer connects under Schedule A (A4.5);
- (b) failure or congestion of internet transit, access circuits or other connectivity not provided by VoxTelAI;
- (c) an event of force majeure under General Terms section 17 — for a failure of a supplier within VoxTelAI's supplier chain, C7.2 alone governs whether minutes are excluded;
- (d) suspension or limitation for non-payment, breach of Schedule D, suspected fraudulent traffic, regulatory direction or lawful process, and usage stopped automatically for an exhausted Prepaid Balance or a reached credit limit (Schedule B (B4));
- (e) Services or features designated beta, trial, preview or evaluation;
- (f) acts or omissions of the Customer, its users or clients, including traffic exceeding ordered capacity, misconfigured routing, or refusal to allow testing or to release a Service for repair;
- (g) delay caused by the Customer's failure to respond to a reasonable request for information, access or testing, measured from request until response;
- (h) planned maintenance within C5.2 and emergency maintenance within the cap in C5.4; and
- (i) failure of a third-party originating or terminating network outside VoxTelAI's supplier chain (within it, C7.2 governs), or a number range withdrawn, suspended or re-assigned by a national regulatory authority or national carrier, provided VoxTelAI has complied with Schedule A.

C7.2 *Supplier-chain failure.* A supplier is within VoxTelAI's supplier chain if VoxTelAI buys from it, directly or through an intermediary, any input used to supply the Services — capacity, numbering, transit, origination, termination, messaging carriage or aggregation, cloud or data-centre infrastructure, AI model inference — and every Sub-processor is within it. Minutes lost through a failure of a transit, termination, origination,

numbering or messaging supplier are excluded minutes only where VoxTelAI (a) notifies the Customer of the failure within the C3.5 acknowledgement target for the severity concerned, through the Portal status page or the ticket, and (b) re-routes around the failure or restores the affected Service with reasonable diligence (General Terms 17.2). Otherwise they are outage minutes, whether or not VoxTelAI could have avoided the failure and whether or not it is also an event of force majeure. Minutes lost through a failure of hosting or data-centre infrastructure, of the Platform itself or of AI model inference are outage minutes in every case; no notice or re-routing excludes them.

C7.3 C7.2 governs only the calculation of outage minutes, Service Credits and chronic failure under this Schedule. It does not enlarge VoxTelAI's liability beyond General Terms section 12 and does not affect General Terms section 17 for any obligation other than the targets in this Schedule.

End of Schedule C, Version VTA-SC-2026.08.

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Schedule D — Acceptable Use Policy

D1. Scope

D1.1 This Acceptable Use Policy is Schedule D to the Agreement; capitalised terms: General Terms section 1.

D1.2 This Schedule binds the Customer and governs all use of the Services and the Customer's credentials — by its users, the clients it serves through the Platform and anyone else, authorised or not. The Customer is responsible for all use of its account and answers for its users and clients as for itself.

D1.3 The rules below are not exhaustive: unlawful use, or use breaching a carrier or numbering-authority requirement VoxTelAI has notified, is prohibited even if not listed. Where this Schedule and Applicable Law differ, the stricter applies; nothing here waives a duty Applicable Law imposes directly on the Customer.

D1.4 Where a Module applies, it prevails over this Schedule on its subject (General Terms section 21; Module US (US3, US4, US7, US8); Module EU/UK (EU2, EU3)). The General Terms prevail on emergency services, liability, data protection and compliance (General Terms section 2).

D1.5 VoxTelAI may amend this Schedule only as General Terms 19.3 provides (30 days' notice; termination without charge if materially adverse).

D2. General prohibitions

D2.1 The Customer must not use the Services, and must not permit their use:

- (a) in breach of Applicable Law, including the law of the country of origin, of each Destination and of any country in which a Number is issued;
- (b) to infringe an intellectual property, publicity or privacy right;
- (c) to transmit or generate content that is defamatory, obscene, harassing or threatening, or that promotes violence, terrorism or the sexual exploitation of children;
- (d) to distribute malicious code or send denial-of-service, SIP or registration flooding or other traffic likely to impair a network or system;
- (e) to misrepresent the identity of the calling or sending party, or the origin, routing or nature of traffic;
- (f) to evade a block, filter, label, suspension, limit or termination applied by VoxTelAI, a carrier or a regulator, including by opening further accounts or rotating identifiers (D3.4);
- (g) for fraudulent or artificial traffic, including schemes inducing return calls to premium or revenue-share numbers, traffic pumping, international revenue-share fraud, toll fraud, unauthorised use of a credential, trunk or endpoint, SIM boxes, grey routes or unauthorised refile; or
- (h) for unlawful surveillance, covert monitoring, stalking or unlawful interception.

D2.2 The Customer must not use a Number where the person recorded in the applicable registration profile (Schedule A (A2.4)) does not meet the numbering authority's conditions, must keep that profile current, and must return a Number when eligibility ends. Numbers are allocated for use, not sold.

D2.3 No Service carries calls to an Emergency Number (General Terms section 8). The Customer must not configure any Service, AI system or campaign to place, transfer or bridge such a call, must not imply that one is reachable or that VoxTelAI performs an emergency-calling duty for it, and must pass the section 8

warning to the persons to whom it gives access.

D3. Caller identity

D3.1 The Customer may present as CLI:

- (a) any Number;
- (b) any other number it is entitled to present — one assigned to it, one whose holder has given current written authority, or one that Applicable Law or a written order of a court or competent authority requires or expressly permits; or
- (c) no number, where presentation is withheld or anonymised and the Destination permits that.

D3.2 On VoxTelAI's written request the Customer must evidence its entitlement under D3.1(b) within 2 Business Days. For a Number it has allocated, VoxTelAI gives the allocation warranty and confirmation in General Terms 11.3; that confirms allocation only, not lawfulness of presentation at a Destination (D4).

D3.3 The Customer must not present any CLI with intent to mislead, defraud or cause harm, and must not supply false information to obtain a call-authentication attestation or defeat or alter call authentication applied by VoxTelAI or an upstream carrier.

D3.4 The Customer must not rotate or substitute numbers, trunks, sender identifiers, accounts or other identifiers so as to evade a block, filter, label, suspension or limit, dilute volume or disguise the calling party. Rotation as a product feature is available only for Numbers, through a Local Presence Pool ordered as a Service Order in the Portal (Schedule A (A2.6)).

D4. Automated, AI and outbound calling

D4.1 This D4 applies to every outbound call placed through the Services — by a live operator, a dialler, the AI Agent or the Customer's own AI system connected under Schedule A (A4.5).

D4.2 For each call, the Customer must hold the consent or other lawful basis that the Applicable Law of the origin and of each Destination requires for that call, its content and the method of dialling. A business-to-business exemption, legitimate interest or other basis may be relied on only where the law of that Destination provides it.

D4.3 This Schedule does not prohibit calling contacts from lists the Customer has purchased, rented or obtained from a third party, and does not make their use lawful: D4.2 must be met for each contact and the source recorded under D4.4(g); where Module EU/UK applies, its EU3 requires the prior consent or other basis the ePrivacy Rules of that Destination impose for automated or AI marketing calls. VoxTelAI does not vet, approve or warrant any list, contact, script or lawful basis; activation, routing or silence is not approval, and the lawfulness of every contact and call remains the Customer's responsibility (General Terms section 13).

D4.4 The Customer must:

- (a) maintain a suppression list of everyone who objects or opts out by any reasonable means and, before dialling, scrub every campaign against it and every official or operator do-not-call register that applies at the Destination;
- (b) honour an objection or opt-out as soon as practicable and within the period Applicable Law requires, and not re-contact a suppressed number without a new, documented lawful basis;
- (c) observe any calling-time restriction that applies at the Destination;

- (d) identify the calling party (and, where Applicable Law requires, the party on whose behalf it calls and a contact number) at the start of each automated or AI call and on every marketing call;
- (e) where Applicable Law requires, disclose at the start of the interaction that the called party is speaking with an AI system — by the disclosure prompt (Schedule A (A5.4)) or its own means — and not shorten, conceal or obscure that disclosure;
- (f) give the called party a route to a human on request, and transfer the call to a human where Applicable Law requires;
- (g) keep, for at least 24 months after the later of its capture and the last call relying on it, or longer where Applicable Law, a Module or D8.4 requires, a record of the lawful basis for each contact (for a legitimate interest or business-to-business exemption, per list or campaign), with number, source, campaign and, for consent, date, method and disclosure text, and of each opt-out and when it was applied;
- (h) offer, where Applicable Law requires, a means to opt out during an automated or AI call, and apply an opt-out received on any channel to every channel used to contact that person;
- (i) observe any abandoned-call and call-frequency limit at the Destination, play the message Applicable Law requires on an abandoned call and place no silent call; and
- (j) configure the Schedule A (A4) compliance tools where it relies on them, and keep its Portal abuse contact reachable at any time of day.

D4.5 The Customer must not use an AI feature to impersonate a person, business or public authority, to conduct social engineering (including eliciting one-time passcodes or payment-card data), to infer emotion or sensitive characteristics or process biometric data without the lawful basis Applicable Law requires, or to clone the voice of an identifiable natural person without that person's documented, specific, informed and current consent, revocable at any time, and never of a minor or, without the estate's authority, a deceased person.

D4.6 VoxTelAI publishes in the Portal the quality thresholds it applies to outbound traffic (for example complaint rates, traceback requests, short-duration and answer-seizure ratios) and may change them on 7 days' notice in the Portal and by email. Thresholds apply to each Number and, in aggregate, to a Local Presence Pool and a campaign. Where a threshold is exceeded, or complaints, a traceback or a carrier or regulator notice indicate abuse, VoxTelAI may pace, limit, block or suspend the affected campaign, Number or trunk under D9, telling the Customer which indicator was exceeded and what must change.

D5. Recording and transcription

D5.1 The Customer must not record, monitor, transcribe or analyse a call or message unless it holds the consent or other lawful basis, and has given the notice, that every jurisdiction connected with the communication requires — the origin, each Destination and each participant's location; where they differ, the strictest applies.

D5.2 The recording announcement and periodic tone are features governed by Schedule A (A7.2), which also states when the Platform enables the announcement by default and when VoxTelAI may require it; the settings selected and the duty under D5.1 to notify and obtain consent remain the Customer's.

D5.3 Recordings, transcripts and AI Output derived from them are Customer Data, retained for the period the Customer configures in the Portal (Schedule A (A7)).

D6. Messaging

D6.1 The Customer must not send an application-to-person message to a recipient who has not given the prior consent Applicable Law and the receiving carrier require, and must not message numbers taken from purchased, rented or scraped lists — stricter than D4.3 because receiving carriers impose it.

D6.2 The Customer must register each sender identifier, brand or campaign where the Destination or receiving carrier requires it, must keep the content, opt-in method and use case of every message consistent with that registration, and must not use a sender identifier without authorisation.

D6.3 The Customer must not send phishing or smishing, messages impersonating a brand, public authority or individual, links that conceal their destination, or content in a category the receiving carrier prohibits for the route used unless VoxTelAI confirms in writing it is permitted.

D6.4 The Customer must not spread similar traffic across numbers, sender identifiers, campaigns or accounts to dilute volume, evade filtering or disguise the sender.

D6.5 The Customer must support standard opt-out and help keywords in the language of the message, must not require any further step to opt out, and must honour every opt-out immediately.

D7. Security and credentials

D7.1 The Customer must not scan, probe, stress-test or penetration-test the Platform, Portal, API or a VoxTelAI network without VoxTelAI's prior written authorisation, requested from abuse@rolycall.com and stating scope, method and window.

D7.2 The Customer must keep credentials, SIP passwords and API keys confidential; use unique, strong credentials per trunk, endpoint and Portal user; enable multi-factor authentication on every Portal account with administrative or financial rights; rotate API keys when a person with access leaves or changes role; keep its PBX and endpoints patched; restrict access by IP address where supported; and enable the fraud controls and spend limits the Portal offers.

D7.3 The Customer must notify abuse@rolycall.com immediately, and in any event within 24 hours, of a suspected compromise of a credential, trunk or endpoint (General Terms 5.3).

D7.4 The Customer must not circumvent a rate, concurrent-call or calls-per-second limit, spend cap, geographic restriction, destination block or fraud control applied by VoxTelAI, and must not reverse-engineer, copy or interfere with the Platform.

D7.5 The Customer must keep its registration and contact information accurate and, where Applicable Law requires, must screen the clients it serves through the Platform against the sanctions lists General Terms section 10 refers to and any further list a Module names, suspending a positive match and telling legal@rolycall.com within 1 Business Day.

D8. Complaints, traceback and lawful requests

D8.1 The Customer must cooperate with VoxTelAI, carriers, traceback consortia, regulators and law-enforcement authorities in any investigation of traffic on its account, and suspend a user or client whose traffic breaches this Schedule.

D8.2 The Customer must respond within the periods below, measured from VoxTelAI's request unless a row states otherwise. A missed period permits VoxTelAI to act under D9; a repeated or unremedied failure to respond is a material breach (General Terms section 10).

Request	Customer response due
Traceback request from a traceback consortium, a carrier or a regulator	24 hours, identifying the user, client or campaign from which the traffic originated and the relevant call detail records
Notice of suspected fraud, illegal traffic or imminent harm to a person, network or service	4 hours, at any time of day
Evidence of entitlement to present a number as CLI (D3.2)	2 Business Days
Record of lawful basis, objection or opt-out for a contact or campaign (D4.4)	2 Business Days; 24 hours where the request cites a regulator, a carrier or a traceback
Demand from a regulator, court or law-enforcement authority relayed by VoxTelAI	the period the demand states, or 2 Business Days if it states none
Lawful process the Customer receives directly concerning traffic, a Number or an End User	forward to legal@rolycall.com within 1 Business Day, unless the process prohibits it
Abuse or complaint notice that is not urgent	acknowledgement within 1 Business Day; remediation and written report within 3 Business Days

D8.3 The Customer authorises VoxTelAI to disclose its identity, account, registration and call detail records and traffic patterns to carriers, traceback consortia, regulators and law-enforcement authorities so far as necessary to answer a traceback, complaint, demand or investigation and Applicable Law permits, disclosing only what is reasonably required, seeking confidential treatment where available and notifying the Customer beforehand where lawfully permitted.

D8.4 From notice of a traceback, complaint, investigation or D8.2 demand until the matter is closed, each Party must preserve the relevant logs, call detail records, lawful-basis and registration records and configurations and must not delete that material or allow its automatic deletion; general retention is in General Terms 10.7.

D8.5 Anyone may report suspected abuse to abuse@rolycall.com (numbers, time and time zone, description, campaign or sender identifier); urgent reports of imminent harm may also be made by telephone to +1 (302) 342-6155. VoxTelAI acknowledges a report within 1 Business Day (4 hours where it alleges imminent harm or fraud), acts under D9 where substantiated, and withholds a reporter's identity unless Applicable Law or an investigation requires it. VoxTelAI answers a traceback or enquiry from a traceback consortium, carrier or regulator within the period that body specifies or, if none, 24 hours, and where traffic is identified as unlawful or a D4.6 threshold exceeded takes a measure under D9 within 1 Business Day (immediately under D9.3).

D9. Enforcement

D9.1 VoxTelAI has no obligation to monitor traffic but may inspect signalling, traffic patterns, registration data and, where Applicable Law permits, content, to investigate breaches, fraud and threats to network integrity.

D9.2 Where VoxTelAI reasonably and in good faith determines that this Schedule has been or is likely to be breached, it may take one or more of these measures, proportionate to the breach and, except under D9.3, after notice and a reasonable opportunity to cure:

Step	Measure	Typical trigger
1	Written warning with a required remediation plan	first or low-severity breach
2	Pacing or limiting of calls per second, concurrent calls, message throughput or spend	continuing breach; a threshold under D4.6 exceeded
3	Blocking of a Destination, number range, campaign, sender identifier, trunk, AI configuration or IP address	breach localised to identifiable traffic
4	Suspension of some or all Services	material or repeated breach, failure to remediate, missed period under D8.2
5	Termination of the affected Service Order or of the Agreement, on the terms in General Terms section 4	severe or repeated breach, fraud, regulator or carrier demand

D9.3 VoxTelAI may act immediately and without prior notice where there is: (a) a risk of imminent harm to a person, network or service; (b) a demand or direction from a regulator, court, law-enforcement authority or underlying carrier; (c) suspected fraudulent or illegal traffic; (d) a compromise of the Customer's credentials; or (e) a legal obligation to block the traffic. It notifies the Customer within 24 hours, or as soon as it lawfully may (General Terms 4.5), and says what must change for the measure to be lifted.

D9.4 A measure is limited to the traffic, Number, trunk, campaign or Service concerned so far as VoxTelAI can reasonably isolate it. Suspension does not relieve the Customer of Charges incurred or of any minimum commitment the Order Form states; no Service Credit accrues while a Service is limited, blocked or suspended under this Schedule.

D9.5 VoxTelAI lifts a measure promptly once the cause is removed and may condition reinstatement on a written remediation plan, evidence of compliance, an adjusted spend cap or any reinstatement charge stated in the Rate Card. Fines, carrier charges and de-listing costs VoxTelAI incurs through a breach are recoverable under General Terms 5.6 and section 13, within section 12 save as 12.4 provides.

D9.6 No measure under this D9 removes an emergency-calling capability, because no Service carries such calls; it may prevent ordinary calls, so the Customer and its users must keep a separate means of reaching emergency services (General Terms section 8).

Annex 1 — Data Processing Addendum

This Annex 1 forms part of the Agreement. It states the terms on which VoxTelAI processes Personal Data on the Customer's behalf, identifies the processing VoxTelAI carries out for its own purposes, sets out the international-transfer mechanisms, and contains the Regional DP Annex (DPA14). Capitalised terms have the meanings given in section 1 of the General Terms.

DPA1. Scope, execution and duration

DPA1.1 Status. This Annex applies wherever VoxTelAI processes Personal Data as a processor on the Customer's behalf in supplying the Services. It is intended to satisfy Article 28(3) of the GDPR and of the UK GDPR and the processor-contract requirements of every other Data Protection Law that applies to that processing, including the laws addressed in the Regional DP Annex (DPA14).

DPA1.2 What it does not cover. This Annex does not apply to processing VoxTelAI carries out as an independent controller, identified in DPA2. That processing is governed by section 16 of the General Terms, by Data Protection Law and by VoxTelAI's privacy notice at rolycall.ai/privacy.

DPA1.3 No reduction of protection; precedence. This Annex adds detail to section 16 of the General Terms and does not reduce it. Precedence — including the priority of the EU SCCs and the UK Addendum on the matters they govern, and the matters on which the Order Form states otherwise — is governed by section 2 of the General Terms. Nothing in this Annex limits a data subject's rights, or a Party's obligations, under Data Protection Law.

DPA1.4 Execution. No separate signature is required. Signature of the Order Form, or acceptance of the Online Terms, executes this Annex, including the EU SCCs and the UK Addendum that DPA11 incorporates. Either Party may request a countersigned copy; its absence does not affect this Annex or any transfer mechanism.

DPA1.5 Duration. This Annex applies for the Term, continues to apply to Personal Data for as long as VoxTelAI holds it as a processor, and survives termination. DPA12 governs deletion and return.

DPA1.6 Changes. This Annex changes as section 19 of the General Terms provides: for a signed account only by signed amendment, and for a self-serve account as the Online Terms (T7) provide. A change that Data Protection Law, a supervisory authority, a court or a change to an approved transfer mechanism requires takes effect on the date required, with notice as soon as practicable. If such a change is materially adverse to the Customer, the Customer may terminate the affected Service without charge by notice given before it takes effect or, if notice is given later, within 30 days after it, and VoxTelAI refunds the unapplied Prepaid Balance attributable to that Service under Schedule B (B7). A security-measure change that does not reduce protection (DPA5.3) and a Sub-processor change notified under DPA6.3 are not amendments of this Annex.

DPA1.7 Modules. Where a Module applies, it supplements this Annex on its subject: Module EU/UK (EU4 to EU6) on roles, representatives and data subject requests in the EEA and the UK; Module US (US5 and US9) on customer network information, lawful intercept, biometric identifiers and US state privacy laws, none of which is addressed here.

DPA2. Roles of the Parties

DPA2.1 Roles depend on the data and the activity. The table states them. General Terms 5.2 provides: "Client-facing use is permitted under the Agreement only while the Customer is the controller of the Personal Data concerned; where the Customer acts as a processor for its client, that use requires a separate signed data-processing agreement before it begins." That agreement records the roles, the instructions and the transfer mechanism, including the processor-to-processor module (module three) of the EU SCCs where they apply; this Annex alone does not establish that structure.

Data and activity	Customer	VoxTelAI
Customer Data: call content and media in transit, recordings, transcripts and other AI Output, prompts, agent configurations and knowledge sources, contact and suppression lists, consent and opt-out records the Customer uploads or generates, message bodies and media, voicemail, Cloud PBX seat and call-history records, the record of AI-disclosure-prompt playback the Platform keeps (Module EU/UK (EU2.3)), and support material the Customer submits	Controller	Processor under this Annex — VoxTelAI conveys, stores, records, transcribes and delivers this data on the Customer's instructions
The Customer's own AI system connected to the Services under Schedule A (A4.5), and the data exchanged with it	Controller; the provider of that AI system is the Customer's processor, not a Sub-processor of VoxTelAI	Processor, only for the conveyance, recording and transcription VoxTelAI itself performs
Records of conveyance: the call detail records, signalling data and message delivery metadata VoxTelAI generates, rates and retains for billing, fraud prevention, network security, the record-keeping obligation in section 10 of the General Terms, traceback, complaint and abuse handling under Schedule D (D8) and disclosure under lawful process; and, only where Applicable Law requires VoxTelAI to keep one for those purposes, a copy of a message body for the period section 10 of the General Terms states, then deleted (Schedule A (A8.6))	Independent controller of the records it receives or exports	Independent controller — it generates, retains and discloses these records to meet its own obligations under the Agreement and Applicable Law, not on the Customer's instruction
Number registration data — registration profiles and supporting documents — submitted to numbering authorities and underlying carriers under Schedule A (A2.4)	Controller for its collection and submission	Independent controller for the obligation Applicable Law and the numbering authority place on VoxTelAI as holder of the numbering resource

Data and activity	Customer	VoxTelAI
Account, billing, credit, know-your-customer, sanctions-screening, fraud-prevention and network-security data	Independent controller	Independent controller

DPA2.2 The first row governs content and media while VoxTelAI conveys, stores or otherwise processes them on the Customer's instructions; the third row governs only the records of that conveyance and the copy Applicable Law requires. Where one item exists in both forms, each copy follows its own row: a deletion instruction under DPA12 applies to the processor copy and does not reach a record or copy the third row covers. Where data otherwise falls within more than one row, the row describing the purpose for which it is processed at the time governs.

DPA2.3 Independent-controller processing. For the data in the last three rows the Customer cannot instruct VoxTelAI, and the instruction, deletion and Sub-processor terms of this Annex do not apply. VoxTelAI processes that data for the purposes stated, under its own lawful basis — where the GDPR applies, Article 6(1)(b), (c) or (f) as the purpose requires — and is separately responsible for its own compliance. It retains call detail records, registration records and traceback correspondence for the record-keeping period in section 10 of the General Terms, and longer only where Applicable Law requires; consent, suppression and list records the Customer uploads or generates remain Customer Data under the first row. Its balancing assessment for each legitimate-interest purpose is available on request under DPA10.

DPA2.4 No joint control intended. Supplying the Platform does not make VoxTelAI a joint controller of Customer Data, and VoxTelAI does not obtain consent from, or give privacy notices to, End Users on the Customer's behalf. If an authority or court nonetheless finds the Parties to be joint controllers of an operation, then as between them the Customer answers to the data subjects with whom it or the clients it serves through the Platform have the relationship, VoxTelAI is transparent about the Platform through its privacy notice, and each bears the consequences of its own failure; a data subject's rights against either Party are unaffected.

DPA2.5 Customer's obligations as controller. The Customer must: (a) have and keep a lawful basis under the Data Protection Law of each Destination for all Personal Data it submits to, generates through or instructs VoxTelAI to process through the Services, including cold, purchased or third-party contact lists, which VoxTelAI does not review or approve; (b) give the privacy notices that law requires, including that VoxTelAI — a processor established in the United States and hosting in Germany — is used; (c) obtain and record the consents that law requires for recording, monitoring, transcription, AI processing, automated dialling and marketing; (d) configure the recording, announcement, retention, access and region settings in the Portal to match its obligations; and (e) handle data subject requests, with VoxTelAI's assistance under DPA8. The Customer warrants that its instructions and the Personal Data it submits comply with Data Protection Law and that it has authority to give its instructions.

DPA2.6 Emergency-services data. No Service carries calls to an Emergency Number (General Terms section 8), so VoxTelAI collects, holds and transmits no registered-address, dispatchable-location or other emergency-services data.

DPA3. Instructions and particulars of processing

DPA3.1 Documented instructions. VoxTelAI processes Personal Data as a processor only on the Customer's documented instructions, including as to transfers to a third country, unless Applicable Law to which VoxTelAI is subject requires otherwise. The documented instructions are, and are limited to: this Annex; the Agreement, including each Schedule; each accepted Service Order; the configuration the Customer applies in the Portal or through the API; a support request the Customer submits; and any further written instruction the Parties agree.

DPA3.2 Unlawful instructions. VoxTelAI will inform the Customer without undue delay if, in its opinion, an instruction infringes Data Protection Law, and may suspend performance of that instruction until the Customer withdraws or amends it. Such a suspension is not a breach of the Agreement or of Schedule C. If the Parties cannot agree a lawful instruction within 30 days, either may terminate the affected Service without charge, and DPA1.6 applies to the Prepaid Balance.

DPA3.3 Processing required by law. Where Applicable Law to which VoxTelAI is subject requires it to process Personal Data otherwise than on the Customer's instructions, VoxTelAI will inform the Customer of the requirement before processing, unless that law prohibits it on important grounds of public interest. DPA11.8 states VoxTelAI's commitments on public-authority requests.

DPA3.4 Instructions beyond the Services. Where an instruction requires work materially beyond the functionality of the Services, VoxTelAI will tell the Customer before acting and may charge for that work only at the rate, and on the basis, the Rate Card or the Order Form states for such assistance; if neither states one, the work is without charge. It will not refuse on cost grounds alone an instruction necessary for the Customer to comply with Data Protection Law.

DPA3.5 Particulars. These particulars record the processing VoxTelAI carries out as a processor, for Article 28(3) of the GDPR and its equivalents and for Annex I.B of the EU SCCs.

Item	Particulars
Subject matter	Supply of the Services ordered under the Order Form or a Service Order: Numbers and porting, SIP trunking and termination, outbound calling and campaign tools, the AI Agent, connection of the Customer's own AI system, Cloud PBX, recording and transcription, SMS, and the Portal, API and support
Duration	The Term, plus the export and deletion periods in DPA12
Nature	Collection, recording, organisation, storage, transmission, conveyance, transcription, speech synthesis, summarisation, classification, analysis, retrieval, disclosure to Sub-processors, restriction, erasure and destruction, by automated means
Purpose	To supply, provision, operate, secure, support, troubleshoot and bill the Services on the Customer's documented instructions, and for no other purpose
Categories of data subject	The Customer's personnel and contractors and the other users to whom it gives access; the clients the Customer serves through the Platform and their personnel; callers to, and parties called from, the Customer's Numbers; message recipients; subscribers of record and signatories on a port; individuals named in registration documents, consent records or support tickets

Item	Particulars
Categories of Personal Data	Calling and called numbers and CLI; SIP signalling identifying an individual; call audio and media in transit; recordings; transcripts and other AI Output; prompts, scripts, knowledge sources and agent configurations; contact and suppression lists, consent and opt-out records, dispositions; message bodies and media; voicemail; seat, extension, presence and call-history records; registration data in transit; support ticket content
Frequency	Continuous for the duration of the Term
Retention	As the Customer configures in the Portal for each category and otherwise the default the Portal shows for that category (Schedule A, A7); then as DPA12 provides

DPA3.6 Special categories. No Service requires special categories of Personal Data or data relating to criminal convictions and offences. Such data may appear incidentally in call content, recordings, AI Output, message content or contact lists the Customer chooses to process; where it does, the Customer must hold the condition Data Protection Law requires, configure retention and access accordingly, and not use beta or preview features for it.

DPA3.7 Biometric identifiers. VoxTelAI does not create, store or use a voiceprint or other biometric identifier except where the Customer enables a feature that requires one, such as voice cloning. Where the Customer does, it is the controller of that data and must hold the consent, notice and retention arrangements Data Protection Law requires; VoxTelAI processes it as a processor under this Annex.

DPA3.8 Data the Services are not designed for. The Customer must not knowingly submit, or instruct VoxTelAI to process: payment card data within the scope of the payment card industry data security standard; health records subject to a law that requires a specific processor agreement VoxTelAI has not signed; government-issued identifiers beyond those Schedule A requires for registration; or Personal Data of a person VoxTelAI is told is a child, other than as an incidental caller or called party.

DPA4. Confidentiality and personnel

DPA4.1 VoxTelAI ensures that each person it authorises to process Personal Data: (a) is bound by a written duty of confidentiality that survives the end of their engagement, or by an appropriate statutory duty; (b) is trained in data protection and information security in proportion to their role, on appointment and regularly thereafter; (c) has access only to the Personal Data, and only to the extent, the role requires; and (d) loses that access on the day the engagement or the role ends.

DPA4.2 VoxTelAI carries out background verification of personnel with administrative access to production systems, where lawful and proportionate to the role, before granting that access. It remains responsible for its personnel's acts and omissions in relation to Personal Data as if they were its own.

DPA5. Security

DPA5.1 VoxTelAI implements and maintains the technical and organisational measures in DPA5.2, which are appropriate to the risk under Article 32 of the GDPR and its equivalents. DPA5.2 populates Annex II of the EU SCCs and the corresponding table of the UK Addendum. Each entry is a commitment for the duration of this Annex, not a description of present practice only, and none is conditional on a certification being held or on the Customer's request.

DPA5.2 Measures.

Ref	Control area	Measures VoxTelAI implements and maintains
TOM-1	Encryption	Current TLS for the Portal, API, webhooks and administrative access; SIP over TLS and media over SRTP on the routes identified in the Portal; encrypted traffic to Sub-processors and between internal services; strong encryption at rest for recordings, AI Output, voicemail, message bodies and database volumes, with keys held in a key-management service, rotated and separated from the data
TOM-2	Minimisation	Recordings, AI Output and message bodies stored against tenant and session identifiers rather than free-text identity fields; support tooling shows the minimum necessary; production data not copied into development or test environments
TOM-3	Access control	Role-based access with least privilege; unique named accounts; multi-factor authentication for administrative and remote access; periodic access review; revocation on the day a role ends. Customer side: Portal roles with per-tenant scoping of recordings, AI Output and call records; scoped, revocable API keys; IP allow-listing for trunks; signed webhooks
TOM-4	Tenant separation	Logical separation of each tenant's configuration, users, Numbers and Customer Data, enforced at the application and data layers with authorisation checks on every request
TOM-5	Network security	Segmentation between signalling, media, application and data tiers; deny-by-default firewalling; denial-of-service protection at the edge; SIP-aware rate limiting, registration-flood protection and malformed-signalling rejection; published signalling and media IP ranges
TOM-6	Logging and monitoring	Centralised, time-synchronised logging of administrative actions, authentication events, configuration changes and access to recordings and AI Output; logs protected against alteration; alerting on anomalous access and traffic
TOM-7	Vulnerability and change management	Continuous vulnerability scanning with remediation tracked to closure; emergency patching where a vulnerability is actively exploited; peer review, static analysis and dependency scanning in the build pipeline; segregated development, staging and production; change management with approval and rollback; secrets held in a secrets manager, never in source code
TOM-8	Resilience, backup and incident response	Redundant components with automated failover; regular encrypted backups on a rolling cycle, stored separately from production and restore-tested periodically; documented continuity and incident-response plans with an on-call arrangement, exercised periodically; the breach process in DPA9 forms part of them

Ref	Control area	Measures VoxTelAI implements and maintains
TOM-9	Testing	Periodic independent security testing of the Platform, Portal and API, and after a material architectural change; findings tracked to closure; a summary available under DPA10
TOM-10	Physical security and hosting	Production infrastructure hosted in data centres in Germany (Falkenstein) on hardware VoxTelAI operates: colocation only — the facility provider supplies space, power, controlled physical access and environmental controls, has no logical access to Personal Data and is not a Sub-processor (DPA6.2)
TOM-11	Sub-processor management	Due diligence before engagement; written contract with the terms in DPA6.6; recorded transfer mechanism; periodic review of each Sub-processor's certifications and reports
TOM-12	Deletion and disposal	Automated deletion at the end of a configured retention period; removal from active systems on deletion and from backups within the backup cycle; cryptographic erasure where media cannot be wiped; deletion verifiable in the Portal and certified on request under DPA12
TOM-13	AI-specific measures	No training on Customer Data (DPA7); provider-side no-training and zero-retention settings enabled where offered and re-confirmed at each periodic review; prompts, AI Output and audio scoped to the tenant; model-provider access limited to the data necessary for the inference requested; region selection where the Portal offers it
TOM-14	Governance	A documented information-security policy set; an accountable owner for security and for data protection; a periodic risk assessment and review of this table; any third-party audit report or certification held made available under DPA10

DPA5.3 Changes. VoxTelAI may update DPA5.2 provided the overall level of protection is not reduced; a change that would reduce it is an amendment of this Annex under DPA1.6.

DPA5.4 Customer's share. Security depends on measures only the Customer can take: keeping credentials secure; setting concurrency, spend and Destination controls; managing its own network, session border controllers, devices and endpoints; assigning and reviewing Portal roles; and choosing retention and access settings. VoxTelAI is not responsible for a compromise caused by the Customer's failure to take those measures, except to the extent VoxTelAI's own breach contributed to it.

DPA6. Sub-processors

DPA6.1 General authorisation. The Customer gives VoxTelAI general written authorisation to engage Sub-processors — including Affiliates, hosting and infrastructure providers, voice-media providers, speech-recognition, speech-synthesis and language-model providers, messaging aggregators, numbering partners and support tooling providers — for Article 28(2) of the GDPR and for Clause 9(a), Option 2, of the EU SCCs. A carrier, interconnect or messaging aggregator that receives signalling, media or a message solely to convey it to its Destination is not a Sub-processor: that hand-off is conveyance, governed exclusively by DPA11.10, and DPA6.6, DPA6.7 and DPA7 do not extend to it.

DPA6.2 The current list. The Sub-processors authorised at any time are those named in the current list, which states for each the service performed, the categories of Personal Data, the establishment and processing location, the transfer mechanism and the no-training position. The list is Confidential Information and is not published: VoxTelAI keeps it current, emails the list in force to the Customer's data-protection contact (DPA15.2) on the Effective Date and again whenever Module EU/UK first applies, and provides the list in force on request by email within 5 Business Days. **VoxTelAI will not disclose Personal Data to a Sub-processor that is not named in the current list; a category without a named entity authorises nothing.** The list maintained and available on request under this clause is the list Annex III of the EU SCCs refers to, whether or not the Customer has requested a copy. The table states the categories in which Sub-processors are engaged; engaging one in a role it does not describe is a change notified under DPA6.3.

Category	Service performed	Personal Data	No-training position
Speech recognition	Transcription of call audio and recordings	Call audio and recordings submitted; the resulting transcripts	No-training and zero-retention settings enabled where the provider offers them; the contractual prohibition in DPA7.2 in every case
Speech synthesis	Voice generation for the AI Agent and prompts	Text submitted for synthesis; where the Customer enables voice cloning, the voice sample	As speech recognition
Language models — Services	Inference, summarisation and structured extraction for the AI Agent and conversation analysis	Call context, prompts, knowledge sources and the AI Output returned	As speech recognition
Language models — Portal assistant	Inference for the in-Portal assistant that helps the Customer configure and operate the Services	Account and configuration data — tenants, extensions, Numbers, Cloud PBX and routing configuration — and whatever the user includes in a request; not recordings, transcripts, message bodies or contact lists unless a feature the Customer enables sends them	Zero retention by the provider, and otherwise as speech recognition

Hosting is not a Sub-processor category: production infrastructure runs on hardware VoxTelAI operates in colocated data centres (DPA5.2, TOM-10).

DPA6.3 Notice of change. VoxTelAI gives at least 30 days' notice by email to the Customer's address for Sub-processor change notices under DPA15.2 — a Portal notice may accompany but not replace it — before a new or replacement Sub-processor processes Personal Data, stating the name, the processing performed, the categories of Personal Data, the location and the transfer mechanism. Where a provider gives VoxTelAI shorter notice of a change of entity, VoxTelAI forwards it by email within 1 Business Day; the

30 days then run from VoxTelAI's email, unless the provider's notice as forwarded itself gives the Customer at least 30 days before the new entity processes Personal Data, in which case that period applies. No new entity processes Personal Data before the period ends.

DPA6.4 Objection. The Customer may object on reasonable data-protection grounds by notice to legal@rolycall.com within the notice period. The Parties will discuss the objection in good faith, and VoxTelAI will use reasonable efforts to make available a configuration change or a commercially reasonable alternative that avoids the objected processing.

DPA6.5 Unresolved objection. If the Parties cannot agree a solution before the change takes effect, the Customer may terminate the affected Service without charge, and VoxTelAI refunds the unapplied Prepaid Balance attributable to that Service under Schedule B (B7).

DPA6.6 Terms imposed on Sub-processors. VoxTelAI engages each Sub-processor under a written contract imposing data-protection, confidentiality and security obligations no less protective than this Annex, including the no-training prohibition in DPA7, the security standard in DPA5, breach notification sufficient for VoxTelAI to meet DPA9 and, where the transfer is restricted, a valid mechanism under DPA11. No onward transfer is made except under a mechanism at least as protective as the one under which VoxTelAI received the data.

DPA6.7 VoxTelAI remains fully liable to the Customer for each Sub-processor's performance, and for its acts and omissions in relation to Personal Data, as if they were VoxTelAI's own. On written request it will provide the data-protection terms of a Sub-processor contract, with commercial terms redacted, subject to section 14 of the General Terms.

DPA7. No model training; purpose limitation

DPA7.1 No training. VoxTelAI does not use Customer Data — including call content, recordings, AI Output, prompts, contact data and message content — to train, fine-tune or otherwise develop any machine-learning or artificial-intelligence model, its own or a third party's, generally available or internal, including speaker-identification, fraud-scoring, speech-recognition and intent-classification models. The Customer cannot instruct VoxTelAI to do so except by a separate written addendum signed by both Parties that itself records a lawful basis under the Data Protection Law of each Destination.

DPA7.2 Flow-down and provider settings. VoxTelAI contractually prohibits each model Sub-processor from the uses in DPA7.1, and enables and maintains every provider-side setting that disables training on, or extended retention of, Customer Data. The current list records the setting in force for each model Sub-processor. VoxTelAI will not engage a speech-recognition, speech-synthesis or language-model provider that offers no such setting unless the contractual prohibition alone is sufficient and VoxTelAI has notified the Customer of that fact under DPA6.3.

DPA7.3 De-identified information. VoxTelAI may use aggregated, de-identified statistical information about use of the Services — volumes, error rates, latency and equivalent metrics — to operate, secure, troubleshoot and improve the Services, provided it identifies no Customer, End User or individual and the de-identification is not reversible. VoxTelAI will not attempt to re-identify it and imposes the same prohibition on each recipient.

DPA7.4 VoxTelAI does not use Personal Data processed under this Annex for its own marketing, for profiling, or for any purpose of its own other than those in DPA3.5 and, for independent-controller data, DPA2.3.

DPA8. Assistance: data subject requests, impact assessments, prior consultation

DPA8.1 The Customer is responsible for responding to data subject requests — access, rectification, erasure, restriction, portability, objection (including to direct marketing) and rights concerning automated decision-making.

DPA8.2 Taking into account the nature of the processing, VoxTelAI assists the Customer by appropriate technical and organisational measures, so far as possible, to respond to those requests — principally through Portal and API functionality (search, listen, export, correct, delete, apply a legal hold, configure retention), which the Customer must use first. Where that is not sufficient, VoxTelAI provides reasonable additional assistance on written request within 5 Business Days, or within any shorter period necessary for the Customer to meet a statutory deadline of which it informs VoxTelAI.

DPA8.3 Requests received directly. If VoxTelAI receives a request relating to Personal Data it processes on the Customer's behalf, it will not respond substantively, except to acknowledge receipt and direct the individual to the Customer where it may lawfully do so, and will forward the request to the Customer's data-protection contact without undue delay.

DPA8.4 Costs of assistance. For assistance that materially exceeds the functionality of the Services VoxTelAI may charge only at the rate, and on the basis, the Rate Card or the Order Form states for such assistance, on prior notice of the estimate; if neither states one, the assistance is without charge. It will not charge for the first request in any 12-month period.

DPA8.5 Security, breach, impact assessments and prior consultation. Taking into account the nature of the processing and the information available to it, VoxTelAI assists the Customer in meeting its obligations under Articles 32 to 36 of the GDPR and their equivalents. On written request it will provide, within 15 Business Days, the information reasonably available to it that the Customer needs for an impact assessment relating to the Services — the particulars in DPA3.5, the measures in DPA5.2, the Sub-processor list, the transfer mechanisms in DPA11 and a description of the AI processing — and will answer a supervisory authority within the period the authority sets. Large-scale automated calling combined with AI profiling of natural persons is a candidate for an impact assessment, which is the Customer's to make.

DPA8.6 Records and data protection contact. VoxTelAI maintains the record of categories of processing that Article 30(2) of the GDPR requires and makes the part relating to the Customer available under DPA10. It has a person responsible for data protection compliance, contactable at legal@rolycall.com, and will notify the Customer of the identity and contact details of a data protection officer if it becomes required to appoint one.

DPA9. Personal Data breach

DPA9.1 Notice. VoxTelAI will notify the Customer without undue delay after becoming aware of a Personal Data breach affecting Customer Data, to the Customer's data-protection and security contacts under DPA15 and by notice in the Portal — and in time for the Customer to meet the period Data Protection Law gives it to notify its supervisory authority, so far as the information available to VoxTelAI allows.

DPA9.2 Content. The notification describes, so far as then known: the nature of the breach, including the categories and approximate number of data subjects and records concerned; the categories of Personal Data, the Services and the tenants affected; the likely consequences; the measures taken or proposed to address the breach and mitigate its effects; when the breach began and was discovered; whether Sub-processors are involved and which; and a contact point for further information.

DPA9.3 Staged information and cooperation. Where information is not all available at first notice, VoxTelAI provides it in stages as it becomes available and without undue further delay, and cooperates with the Customer in investigation, containment, remediation and in the Customer's own notifications to supervisory authorities and data subjects. It will not represent the Customer's position to an authority or a data subject without the Customer's written agreement.

DPA9.4 What is not a breach. Unsuccessful attempts to gain unauthorised access — pings, port scans, failed log-in attempts and denial-of-service attempts that do not compromise Customer Data — are not Personal Data breaches under this clause.

DPA9.5 Customer's duty. The Customer must notify VoxTelAI without undue delay of any breach affecting registration records, consent records or credentials, and must give VoxTelAI the information it reasonably requires to assess and contain the incident.

DPA9.6 Regulatory notifications. Each Party makes the notifications to authorities and data subjects that its own role and status require; for Customer Data the Customer notifies as controller and VoxTelAI assists. The Customer provides promptly the registration, contact and account data VoxTelAI reasonably requires to discharge a notification duty of its own. Notification by either Party is not an admission of fault or liability.

DPA10. Audits and information rights

DPA10.1 Information. VoxTelAI makes available the information necessary to demonstrate compliance with Article 28 of the GDPR, its equivalents and this Annex. On written request, no more than once in any 12-month period, it will provide its then-current security and compliance summary or third-party audit report, where held; the part of its Article 30(2) record relating to the Customer; the Sub-processor list; and a summary of the testing in DPA5.2. VoxTelAI holds no third-party certification or audit report unless one is identified in the Portal, and claims none it does not hold. That material is Confidential Information.

DPA10.2 Questionnaires. VoxTelAI will answer a reasonable written security or privacy questionnaire, or the follow-up questions of the Customer's regulator or auditor, within 20 Business Days, where the material provided under DPA10.1 does not already answer them.

DPA10.3 Audit. The Customer, or an independent auditor it mandates, may audit VoxTelAI's compliance with this Annex once in any 12-month period, by remote and documentary means: a written questionnaire, the reports, records and summaries provided under DPA10.1 and DPA10.2, and a screen-shared walkthrough of the relevant systems and controls with VoxTelAI's personnel. An on-site inspection of the facilities, systems and records used to process Personal Data on the Customer's behalf takes place only where a supervisory authority requires it or following a Personal Data breach affecting Customer Data.

DPA10.4 Conduct. An audit or inspection takes place on 20 Business Days' written notice, during business hours, with minimum disruption to VoxTelAI and other customers, by an auditor who is not a competitor of VoxTelAI and has signed a confidentiality undertaking, subject to VoxTelAI's reasonable security requirements. VoxTelAI need not give access to another customer's data, to privileged material or to information whose disclosure would breach a duty of confidentiality or Applicable Law, and provides equivalent evidence in another form where it withholds access on that ground.

DPA10.5 Costs. The Customer bears the cost of an audit or inspection unless it reveals material non-compliance with this Annex, in which case VoxTelAI bears its own and the Customer's reasonable costs and remediates at its own cost within a period the Parties agree in writing.

DPA10.6 Supervisory authorities. VoxTelAI will submit to an audit or inspection by a competent supervisory authority to the extent Data Protection Law requires, and will notify the Customer of an authority's enquiry concerning the Customer's Personal Data unless prohibited. This clause, with DPA10.1 to DPA10.5, gives effect to the audit provisions of the EU SCCs and of the UK Addendum.

DPA11. International transfers

DPA11.1 Principle. Where Data Protection Law restricts a transfer of Personal Data processed under this Annex to a country or recipient outside the territory of that law, the transfer is made only under a mechanism that law recognises. VoxTelAI makes no such transfer without a valid mechanism in place. In this DPA11, references to modules, clauses and annexes of the EU SCCs are references to that instrument and not to the Modules of the Agreement.

DPA11.2 Where the data is. The Platform, recordings, transcripts and account data are hosted in Germany (Falkenstein). VoxTelAI is established in the United States, and its personnel may access the Platform from there and from other countries to operate and support it. Speech-recognition, speech-synthesis and language-model inference is performed by Sub-processors operating in the European Union and the United States; where the Portal offers a processing region, VoxTelAI uses providers in the selected region where a model of the required capability is available there. Selecting a region is not, by itself, a commitment that no restricted transfer occurs. VoxTelAI holds no certification under the data privacy framework arrangements between the EU, the UK or Switzerland and the United States, and does not rely on them.

DPA11.3 Mechanism by transfer. In each row the Customer is the data exporter and VoxTelAI the data importer, except the onward-transfer row, where VoxTelAI is the exporter and the Sub-processor the importer. The Customer, as exporter, determines whether its processing is subject to the GDPR, the UK GDPR or another Data Protection Law, wherever it is established.

Transfer	Mechanism
Where the transfer is subject to the GDPR and the Customer is a controller	EU SCCs, controller-to-processor module (module two), with the elections in DPA11.5
Where the transfer is subject to the GDPR and the Customer sends VoxTelAI data of which VoxTelAI is an independent controller under DPA2 — Number registration data and account, billing, verification and screening data	EU SCCs, controller-to-controller module (module one), with the elections in DPA11.5
Where the transfer is subject to the UK GDPR	EU SCCs as amended by the UK Addendum, completed as DPA11.6 states
Where the transfer is subject to Swiss data protection law	EU SCCs with the adaptations in DPA11.7
Where the transfer is subject to the law of the UAE, Thailand, Indonesia or another country that restricts it	The mechanism that law recognises, as the Regional DP Annex (DPA14) provides

Transfer	Mechanism
Onward transfer by VoxTelAI to a Sub-processor	EU SCCs under the docking clause or the Sub-processor's own EU SCCs, with the UK Addendum where UK data is concerned, or another valid mechanism, as recorded in the current list under DPA6.2
Where the Customer processes the Personal Data as a processor for its own client under a separate signed data-processing agreement (DPA2.1)	EU SCCs, processor-to-processor module (module three), as that agreement provides; not applied by this Annex
To a country covered by an adequacy decision or regulations that apply to the transfer	The adequacy decision or regulations; no further mechanism required

DPA11.4 Incorporation by reference. The EU SCCs and the UK Addendum are incorporated by reference to their official texts as in force from time to time, and take effect between the Parties as if set out in full, on execution under DPA1.4. Their text is not reproduced or varied here; where this Annex conflicts with either instrument, the instrument prevails for the transfers it governs. A successor instrument applies from the date the superseded one ceases to provide a valid mechanism, and DPA11.9 applies.

DPA11.5 Elections under the EU SCCs.

Clause of the EU SCCs	Election
Module	The controller-to-processor module (module two) for Customer Data, of which the Customer is controller; the controller-to-controller module (module one) for the transfer to VoxTelAI of the data of which it is an independent controller under DPA2; each module applies to the data to which it is appropriate. Module three applies only where a separate signed data-processing agreement under DPA2.1 provides for it
Clause 7 (docking clause)	Selected; a further party may accede as exporter or importer by completing Annex I
Clause 9(a) (use of sub-processors; module two)	Option 2 — general written authorisation, with prior notice of changes of at least 30 days by email, as DPA6.3 provides
Clause 11(a) (optional independent dispute resolution body)	Not selected
Clause 13 and Annex I.C (competent supervisory authority)	As DPA15.3 determines

Clause of the EU SCCs	Election
Clause 17 (governing law)	Option 1 — the law of Ireland
Clause 18(b) (choice of forum)	The courts of Ireland
Annex I.A (parties)	Exporter: the Customer as identified in the Order Form or in the self-serve account record, with the data-protection contact and the representative stated under DPA15; role, controller. Importer: VoxTelAI, at the address in the heading of this Annex, legal@rolycall.com; role, controller (module one) or processor (module two); representative as DPA15.4 states. Signature and date: signature of the Order Form or acceptance of the Online Terms, on the date recorded there
Annex I.B (description of the transfer)	Module two: the particulars in DPA3.5; module one: the registration, account, billing, verification and screening data in the fourth and fifth rows of DPA2.1, for the purposes and periods in DPA2.3; sensitive data and its safeguards, DPA3.6, DPA3.7 and DPA5.2; transfers to sub-processors, the current list under DPA6.2, for the duration of each engagement
Annex II (security measures)	DPA5.2
Annex III (sub-processors; module two)	The current list under DPA6.2, whether or not the Customer has requested a copy; carriers are not on it (DPA6.1)

DPA11.6 UK Addendum. For a transfer subject to the UK GDPR, the EU SCCs apply as amended by the UK Addendum, whose tables are completed as follows: Table 1 (parties) by Annex I.A as populated in DPA11.5; Table 2 (selected SCCs, modules and selected clauses) by DPA11.5; Table 3 (appendix information) by DPA3.5, DPA5.2 and the current list under DPA6.2; and Table 4 (ending the UK Addendum when the approved addendum changes) by selecting both importer and exporter. References in the EU SCCs are read as the UK Addendum requires, and the UK data protection authority is the competent supervisory authority.

DPA11.7 Swiss adaptations. For a transfer subject to Swiss data protection law, the EU SCCs apply with these adaptations: the Swiss federal data protection authority is the competent supervisory authority; references to the GDPR are read as references to Swiss data protection law so far as it governs the transfer; and references to a member state do not prevent a data subject in Switzerland from bringing proceedings in Switzerland under Clause 18(c).

DPA11.8 Government access requests. VoxTelAI gives the commitments in Clause 15 of the EU SCCs for all Personal Data processed under this Annex, whether or not the EU SCCs apply to a particular transfer: it will notify the Customer of a legally binding public-authority request for, or direct access to, Personal Data processed on the Customer's behalf unless prohibited (and, where prohibited, seek a waiver and document the effort); challenge a request that is unlawful under the law of the requesting authority or applicable international law, including by seeking interim measures; disclose only the minimum permissible; and keep a record of requests, available to the Customer and to a supervisory authority so far as law permits.

DPA11.9 Transfer assessment and change of mechanism. On written request VoxTelAI will provide the information reasonably available to it about the laws and practices of a destination country relevant to a transfer assessment under Clause 14 of the EU SCCs or an equivalent requirement, including the Sub-processor's location and the supplementary measures applied. The assessment is the Customer's to make as exporter. If a mechanism relied on is invalidated, suspended or replaced, VoxTelAI will, without undue delay and at its own cost, implement an alternative valid mechanism or an available derogation, or cease the affected transfer; if it cannot within 30 days, either Party may terminate the affected Service without charge, and DPA1.6 applies to the Prepaid Balance.

DPA11.10 Communications in transit. Signalling and media passed to a carrier or interconnect solely to convey a call or message to its Destination are not processed by a Sub-processor (DPA6.1). That hand-off is made under the transfer mechanism the carrier has put in place or, where none is available for the traffic concerned, on the basis Data Protection Law provides for the carriage of that communication; this clause is the only provision of this Annex that governs it. Where such a hand-off is a restricted transfer for which the Customer is the exporter, the Customer determines and documents that basis.

DPA12. Deletion and return

DPA12.1 During the Term. The Customer may delete Personal Data at any time through the Portal or the API and may configure automatic deletion. Deletion takes effect on active systems immediately and on backups within the backup cycle in DPA5.2 (TOM-8). Deleting a recording does not of itself delete AI Output generated from it, and the reverse; to delete both together the Customer configures the same period for both or deletes both.

DPA12.2 Export window. On expiry or termination the Customer may export Customer Data through the Portal or the API during the period section 4 of the General Terms provides or, if none is stated, for 30 days after the end of the Term. VoxTelAI does not delete Personal Data processed as a processor during that window except on the Customer's instruction.

DPA12.3 Deletion or return. At the end of the export window, and at any time on written request, VoxTelAI will, at the Customer's election, return the Personal Data it processes as a processor in the export formats published in the Portal, or delete it and existing copies; if no election is made within the export window, VoxTelAI deletes. Deletion is completed on active systems within 30 days of the end of the export window and on backups within a further backup cycle. VoxTelAI certifies completion on request and procures that each Sub-processor deletes or returns on the same basis.

DPA12.4 Retention carve-outs. VoxTelAI may retain Personal Data after those periods only to the extent, and only for as long as, one of the following applies. No general permission elsewhere in the Agreement to keep routine backup copies extends them.

Carve-out	What may be retained	For how long	Safeguards
Applicable Law requires retention	Only the data the law requires	The period the law requires	Segregated; used only to meet that obligation

Carve-out	What may be retained	For how long	Safeguards
The record-keeping obligation in section 10 of the General Terms, and records needed to answer a traceback, complaint, abuse notice or lawful demand under Schedule D (D8)	Call detail records, signalling records, registration records, traceback and abuse correspondence	The period section 10 of the General Terms states, and longer only where Applicable Law requires	Access restricted to the abuse, security and legal functions; mostly independent-controller data under DPA2
A legal claim notified or reasonably anticipated	Only the data relevant to the claim	Until the claim and any appeal or limitation period ends	Segregated; access logged; deleted when the purpose ends
A legal hold applied by the Customer in the Portal, or preservation required by lawful process	The items the hold or process covers	Until the hold is released or the process ends	Segregated; used only for that purpose
Backups pending expiry of the rolling cycle	Whatever the cycle contains	The backup cycle in DPA5.2	Not restored to production except to recover from an incident; if restored, the deletion is re-applied within 5 Business Days
Aggregated, de-identified statistics	Volumes, error rates, latency and equivalent metrics	Indefinite	Must satisfy DPA7.3

DPA12.5 Personal Data retained under DPA12.4 remains subject to this Annex and to DPA5.2 while retained. This clause does not require VoxTelAI to delete data it processes as an independent controller under DPA2; section 16 of the General Terms governs that data.

DPA13. Liability

DPA13.1 Liability for breach of this Annex is governed by section 12 of the General Terms, including the separate limit it states for data-protection claims. This clause records that position and does not vary it. Nothing in this Annex limits liability that Data Protection Law does not permit to be limited, or affects a data subject's right to compensation under Data Protection Law or under Clause 12 of the EU SCCs.

DPA13.2 Governing law and forum. This Annex is governed by the law and the dispute mechanism in section 20 of the General Terms and the Order Form, except that the EU SCCs are governed by the law and courts elected in DPA11.5 and the UK Addendum by the law and courts it specifies. An election of arbitration does not apply to a claim a data subject brings under the EU SCCs or affect a data subject's choice of forum under them. No provision of either instrument may be modified or severed except as it permits.

DPA14. Regional DP Annex

This Regional DP Annex applies to the extent the Data Protection Law of the country or zone named applies to the Customer's processing through the Services, on the facts. It states principle-level commitments. It does not restate that law, does not displace a mandatory requirement of it, and does not reduce any other commitment in this Annex; where two commitments address the same matter, the stricter applies.

DPA14.1 United Arab Emirates (including the DIFC and the ADGM)

Where UAE, DIFC or ADGM data protection law applies: VoxTelAI processes Personal Data as processor on the Customer's documented instructions, and this Annex serves as the processor contract that law requires. The Customer, as controller, holds the lawful basis, notices and consents that law requires and honours objections to direct marketing. Before a transfer out of the UAE or the relevant zone, the Parties put in place a transfer mechanism that law recognises. Each Party appoints any representative or officer that law requires of it and records it as DPA15 provides. VoxTelAI notifies the Customer of a Personal Data breach without undue delay, and each Party makes the notifications that law imposes on its own role.

DPA14.2 Thailand

Where Thai data protection law applies: VoxTelAI acts as processor on the Customer's documented instructions and keeps the records and security measures that law requires of a processor. The Customer, as controller, holds the lawful basis, gives the notices that law requires and stops direct marketing on objection. Before a transfer out of Thailand, the Parties put in place a transfer mechanism that law recognises. Each Party appoints any local representative that law requires of it and records it as DPA15 provides. VoxTelAI notifies the Customer of a Personal Data breach without undue delay, and each Party makes the notifications that law imposes on its own role.

DPA14.3 Indonesia

Where Indonesian data protection law applies: VoxTelAI acts as processor on the Customer's documented instructions. The Customer, as controller, holds the lawful basis that law requires, records it, and gives the notices that law requires. Before a transfer out of Indonesia, the Parties put in place a transfer mechanism that law recognises. Each Party appoints any representative that law requires of it and records it as DPA15 provides. VoxTelAI notifies the Customer of a Personal Data breach without undue delay, and each Party makes the notifications that law imposes on its own role.

DPA14.4 Other countries

Where the Data Protection Law of another country or zone applies and requires terms not stated in this Annex: VoxTelAI processes Personal Data as processor on the Customer's documented instructions, and this Annex operates as the processor contract that law requires, read with the additions that law makes mandatory; before a transfer that law restricts, the Parties put in place a transfer mechanism that law recognises; each Party appoints any local representative that law requires of it and records it as DPA15 provides; VoxTelAI notifies the Customer of a Personal Data breach without undue delay; and each Party makes the notifications that law imposes on its own role. Where that law requires a further written addendum, the Parties sign one on request.

DPA15. Contacts and representatives

DPA15.1 VoxTelAI's contacts. Data-protection notices, instructions, objections and requests go to legal@rolycall.com. Personal Data breach notices to VoxTelAI go to abuse@rolycall.com, monitored 24x7.

DPA15.2 Customer's contacts. The Customer records in the Appendix to the Order Form or, for a self-serve account, in the Portal account record its data-protection contact, its 24x7 breach contact, its data protection officer where appointed, and the address for Sub-processor change notices. The data-protection contact is the responsible person for this Annex unless the Customer names a data protection officer. Each Party must keep its details current; notice to a contact a Party failed to update is still valid. Where the Customer records none, notices go to its notice contact under section 19 of the General Terms or, for a self-serve account, to the registered account contacts.

DPA15.3 Competent supervisory authority. For Clause 13 and Annex I.C of the EU SCCs, the competent supervisory authority is the one the Customer names in the Appendix to the Order Form or, for a self-serve account, in the Portal account record. If none is named: the authority of the EEA member state where the Customer is established; failing that, of the member state where its Article 27 representative is established; failing that, of the member state where the data subjects whose data is transferred are located. For UK transfers, the UK data protection authority; for Swiss transfers, the Swiss federal data protection authority.

DPA15.4 Representatives. The table records the representative fields. The Customer's entry is taken from the single representatives row of the Appendix to the Order Form or, for a self-serve account, from the Portal account record. VoxTelAI's entries are maintained centrally for every customer, in the Privacy Notice (P1) and Module EU/UK (EU4), not in an individual Order Form. An entry that is not completed is read as not appointed; it is not a claim that a representative exists, and it does not invalidate this Annex, the EU SCCs or the UK Addendum.

Field	Entry
Every representative Data Protection Law requires of the Customer — Article 27 in the EEA (GDPR) and in the UK (UK GDPR), and any local representative or data protection officer under the Regional DP Annex (DPA14)	As stated in the single representatives row of the Appendix or, for a self-serve account, in the Portal account record; the default is "not required": if none is stated, the Customer is treated as stating that no such representative is required of it, warrants that position, and must correct it within 2 Business Days of it ceasing to be accurate
VoxTelAI's Article 27 representative in the EEA	Not appointed; any appointment is published in the Privacy Notice (P1)
VoxTelAI's Article 27 representative in the UK	Not appointed; any appointment is published in the Privacy Notice (P1)
VoxTelAI's local representative under the Regional DP Annex (DPA14)	Not appointed; any appointment is published in the Privacy Notice (P1)

DPA15.5 Consequences of an incomplete field. The Customer is responsible, as exporter and controller, for any consequence of an incomplete or inaccurate entry in a field only it can complete, and VoxTelAI is not in breach of this Annex or of the EU SCCs because such a field is blank. Where the omission means a valid transfer mechanism cannot be demonstrated, VoxTelAI will notify the Customer, allow 30 days to complete the entry, and may then suspend the affected transfer or Service until it is completed; the suspension is not a service-level failure under Schedule C, and VoxTelAI restores the Service promptly on completion.

End of Annex 1 — Data Processing Addendum, Version VTA-DPA-2026.08.

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Module US — United States Addendum

US1. Scope and trigger

US1.1 Module US applies whenever any called or messaged party or Number under the Agreement is located in or assigned to the United States. Until it applies, this Module — though disclosed and pinned — has no operative effect save US11 (General Terms 20.4, 21.2). Where the Customer knows in advance that a trigger will first arise, it notifies VoxTelAI in writing before it does; a Service Order that itself first creates that fact is that notice (General Terms 21.2). Use of the Services by a person located in the United States is prohibited (US2.2) and nonetheless brings this Module into effect.

US1.2 This Module applies only so far as the Services involve the United States: numbers assigned to the United States under the North American Numbering Plan, called and messaged parties located there, calls and messages to or from them, calls and messages placed or received by a person located in the United States, and their recordings and data. On its subject it prevails over the General Terms and the Schedules without reducing a protection they give VoxTelAI or displacing a duty Applicable Law places on a Party directly.

US1.3 Nothing in the Agreement represents that VoxTelAI is a carrier, an interconnected VoIP provider or a USF contributor, or holds any FCC licence, registration or credential; a provision that depends on one applies only while VoxTelAI in fact holds it (section 10 of the General Terms).

US2. Emergency services and users in the United States

US2.1 No Service carries calls to any Emergency Number (section 8 of the General Terms). VoxTelAI operates no emergency-call routing platform, has no PSAP, selective-router or emergency-provider arrangement, registers no dispatchable location, and makes no PSAP-routing, Kari's Law or RAY BAUM'S Act section 506 commitment of its own.

US2.2 No users in the United States. VoxTelAI does not supply Cloud PBX seats, AI Agent seats, softphones or devices for use by persons located in the United States, and the Customer must not give a person located there access to the Services to place or receive calls or messages. The Customer confirms this in the Order Form (O7) or, on a self-serve account, in the Online Terms (T4), and notifies legal@rolycall.com in writing before the position changes; use of the Services continues where only a called or messaged party or a Number triggers this Module. Use of the Services by a person located in the United States, though prohibited, nonetheless brings this Module into effect for that use (US1.2).

US2.3 Warning to users. The Customer gives every person to whom it gives access to the Services clear written notice that the Services give no access to emergency services — 911, 711, 988 and 933 included — that no emergency authority can locate a caller through them, and that an alternative means of reaching emergency services must be kept, and repeats the notice whenever the position materially changes (General Terms 8.2).

US2.4 Emergency-calling duties imposed directly by Applicable Law cannot be waived by contract; nothing in this Module transfers to the Customer an obligation Applicable Law places on VoxTelAI and does not permit it to delegate, or relieves the Customer of its own.

US3. Outbound calling to US numbers

US3.1 The Customer is the caller. For every call or campaign to a US number the Customer is, as between the Parties, the initiator and, where applicable, the seller or telemarketer for the purposes of the Telephone Consumer Protection Act (TCPA), the Telemarketing Sales Rule (TSR) and related federal and state law; VoxTelAI is only the technical means of transmission and neither vets nor approves lists, scripts or consent.

US3.2 Consent. Before dialling a US number the Customer must hold prior express consent for every call placed with an automatic telephone dialling system or an artificial, prerecorded or AI-generated voice, whether or not the call is marketing, and prior express written consent where such a call is telemarketing or advertising. A call using an AI-generated voice, including the AI Agent and the Customer's own AI (Schedule A, A4.5), is an artificial-voice call for this purpose, as the FCC has ruled. A stricter standard under Applicable Law prevails. The Customer must record the source, date, time, method and text of each consent and keep the record for five years after the last call to that number.

US3.3 Do-not-call and revocation. Before dialling the Customer must apply its internal do-not-call list, the national do-not-call registry and every applicable state registry, reassigned numbers and revoked consents; must honour revocation by any reasonable means the called party uses, within the period the FCC's rules allow or any shorter period in Schedule D (D4); and must refresh suppression data at least every 24 hours while a campaign runs. VoxTelAI applies only the lists the Customer loads and does not verify them or screen against any registry.

US3.4 Calling windows, abandonment, answering-machine detection. The Customer must not dial a US number outside 8:00 a.m. to 9:00 p.m. in the called party's local time and must apply any stricter state window, holiday restriction or curfew. Abandoned calls must stay within the limit the TSR and the FCC's rules set, and on an abandoned call the message those rules require must play within the time they allow; dead air is not permitted. Answering-machine detection is probabilistic and not warranted; the Customer sets its thresholds.

US3.5 Disclosure of an artificial caller. A call to a US number using an artificial, prerecorded or AI-generated voice must disclose clearly at its start that the caller is an artificial or AI-generated voice and on whose behalf it is calling, and must comply with the bot-disclosure statutes of the states dialled. Where this Module applies to a call, the Platform enables the AI-disclosure prompt (Schedule A, A5.4) by default for that call; the Customer may substitute wording of its own or disable the prompt, confirming by doing so that it gives the disclosure this US3.5 requires by other means, and the duty to disclose remains the Customer's. The Customer must keep the disclosure in the script and retain each script version for five years.

US3.6 Attestation and records. VoxTelAI will not enable an artificial-voice campaign to US numbers until a named individual with authority has attested in the Portal, for each contact list, to the consent basis under US3.2 and how and when it was obtained; a fresh attestation is required for each new or materially amended list, and an attestation verifies nothing and transfers no obligation to VoxTelAI. The Customer must keep its US campaign lists, consent records, scripts, suppression records, configurations and dispositions for five years and produce them within the periods in Schedule D (D8).

US3.7 Indemnity. Claims under the TCPA, the TSR, a state telemarketing or bot-disclosure statute or an equivalent law concerning traffic the Customer or an End User originated, permitted or knowingly benefited from fall within the Customer's indemnity in General Terms 13.1(a), which 13.3 leaves uncapped.

US4. Caller ID

US4.1 Truth in Caller ID. On every call to a US number the Customer must present a CLI in E.164 format that can receive return calls and that it is entitled to present under Schedule D (D3.1): a Number; a number assigned to it; a number whose holder has authorised it in writing, while that authorisation is current; or one that Applicable Law or a written order of a court or competent authority requires or expressly permits. It warrants on each call that it is entitled to that CLI and must produce evidence within 2 Business Days of request (Schedule D, D3). It must not present a CLI with intent to defraud, cause harm or wrongfully obtain anything of value, contrary to the Truth in Caller ID Act or an equivalent law.

US4.2 Call authentication. VoxTelAI carries calls to United States numbers only through upstream carriers that are registered in the FCC's Robocall Mitigation Database and that sign traffic under the STIR/SHAKEN framework. VoxTelAI holds no STIR/SHAKEN registrations, authority or credentials of its own, applies no signature itself, and does not warrant that any call will be signed, that any attestation level will be applied or maintained, or that a signed call will escape analytics-based labelling or blocking; attestation is assigned by the signing carrier, which may also decline to pass on an Identity header it cannot verify or block traffic that is unsigned or fails verification. The Customer must not supply false information to obtain an attestation, defeat or degrade call authentication, or represent that VoxTelAI signs its traffic, holds any registration or credential, or performs the Customer's own authentication or robocall-mitigation obligations.

US4.3 VoxTelAI's own status. Calls to United States numbers are carried only through upstream carriers registered in the Robocall Mitigation Database that sign calls under STIR/SHAKEN; VoxTelAI holds no listing, and no STIR/SHAKEN credentials, of its own and warrants no attestation level.

US5. CPNI, lawful intercept and US privacy

US5.1 CPNI. VoxTelAI treats customer proprietary network information in accordance with 47 U.S.C. § 222 and the FCC's implementing rules, as a matter of contract in every case and as a regulatory obligation to the extent those rules apply to it, and will not use or disclose it except as those rules permit or the Customer authorises. The Customer must use and disclose CPNI only as those rules permit and must not use CPNI for marketing without the approval those rules require.

US5.2 Notification after a CPNI breach. Each Party makes the regulatory notifications its own status requires, including to the FCC, the FBI, the United States Secret Service and affected customers under 47 CFR 64.2011 where it applies; the Customer must supply the information about the affected account that is reasonably available to it and that VoxTelAI reasonably needs for such a notification, within 3 Business Days of request or sooner where the regulatory deadline requires. Annex 1 (DPA9) governs notification between the Parties.

US5.3 CALEA and lawful process. VoxTelAI makes no CALEA or lawful-intercept commitment of its own beyond this US5.3, and the Customer must not represent to any authority that VoxTelAI performs interception, preservation or lawful-process compliance for it. VoxTelAI may disclose Customer Data, call detail records and account information, and implement interception or preservation measures, where a subpoena, court order, warrant, regulatory demand or other lawful process requires, with prior notice to the Customer where lawfully permitted and disclosing only what is reasonably required. The Customer must forward to legal@rolycall.com within 1 Business Day any such process it receives concerning traffic carried on the Platform; VoxTelAI charges the Customer for such compliance only as stated in the Rate Card.

US5.4 US state privacy laws. Where a US state consumer-privacy law applies to Personal Data VoxTelAI processes for the Customer, VoxTelAI acts as service provider, contractor or processor, the Customer as business or controller, and Annex 1 is the contract that law requires. VoxTelAI: (a) processes that Personal Data only for the limited and specified business purposes of providing, operating, securing, supporting and billing the Services, as Annex 1 instructs, and for no other purpose; (b) does not sell it or share it for cross-context behavioural advertising, and receives no consideration for it other than the Charges; (c) does not retain, use or disclose it outside the direct business relationship between the Parties or for any commercial purpose other than those business purposes, and does not combine it with Personal Data received from another source except as that law permits a service provider; (d) gives it the level of privacy protection that law requires of a business and complies with the obligations that law places on a service provider or processor; (e) notifies the Customer within 5 Business Days if it determines that it can no longer meet those obligations; (f) recognises the Customer's right to take reasonable and appropriate steps to ensure that VoxTelAI uses that Personal Data consistently with the Customer's obligations, including through the information and audit rights in Annex 1 (DPA10), and on notice of an unauthorised use stops and remediates it and reports the outcome within 10 Business Days; (g) imposes these restrictions by written contract on each Sub-processor; (h) uses sensitive personal information only for the purposes that law permits a service provider and not to infer characteristics about a consumer; and (i) assists with verifiable consumer requests through Annex 1 (DPA8) and forwards any it receives directly. The Customer handles consumer notices and requests.

US6. Universal service and Form 499

US6.1 VoxTelAI's status. VoxTelAI holds no FCC Form 499 Filer ID and does not contribute to the federal USF. Accordingly no universal service contribution is levied on the Charges, and no amount invoiced under the Agreement may be described as one. If VoxTelAI becomes subject to such an obligation in respect of revenue derived from the Customer, it may recover it only as a Regulatory Surcharge under section 7 of the General Terms; where that charge depends on the interstate, intrastate or international split of the Customer's traffic, the Customer must supply a traffic study of the split before the charge first applies and keep it current, failing which VoxTelAI applies the safe-harbour split the programme permits.

US7. Messaging

US7.1 10DLC registration. Before sending application-to-person traffic on a US long code the Customer must register a brand and campaigns with The Campaign Registry with true, current and complete information, correcting any detail within 5 Business Days of it becoming inaccurate, and must not send traffic on an unapproved campaign or outside the approved use case and samples. The registry and the carriers, not VoxTelAI, decide approval, vetting and throughput.

US7.2 CTIA principles and content. The Customer must comply with the CTIA messaging principles and best practices and carrier rules: opt-in consent recorded for every recipient and kept for five years; STOP, UNSUBSCRIBE, CANCEL, END and QUIT honoured and HELP and INFO answered; and none of the content those principles and the carriers prohibit, including SHAFT content. Schedule A (A8) and Schedule D (D6) state the general messaging rules, including the ban on purchased lists and on number rotation.

US7.3 Registry and carrier charges. Brand, campaign, vetting and monthly campaign fees, carrier pass-through message fees and violation fees attributable to the Customer's traffic are third-party charges passed through as stated in the Rate Card; they are not a Regulatory Surcharge, government fee or tax, may not be described as one, and are payable even where the message was filtered, blocked or not delivered. VoxTelAI provides the underlying documentation on request.

US8. Recording

US8.1 Some US states permit recording or monitoring with one party's consent; others require every party's consent; where a call crosses state lines or borders the stricter rule applies, and the Customer determines which applies to each call. The Customer alone is responsible for the lawful basis, notices and consents for recording, transcribing and AI processing of a call involving a US party (Schedule A, A7; Schedule D, D5); VoxTelAI gives no legal advice on recording consent. Where this Module applies to a call, the Platform enables the recording announcement (Schedule A, A7.2) by default for that call; the Customer may substitute wording of its own or disable the announcement, confirming by doing so that it gives the notices and holds the consents that call requires by other means.

US8.2 Claims under a federal or state wiretap, eavesdropping or call-recording statute, including the federal Wiretap Act (18 U.S.C. §§ 2510–2523) and the California Invasion of Privacy Act (California Penal Code §§ 630–638), arising from recording, monitoring, transcription or AI processing that the Customer enabled, configured or permitted fall within the Customer's indemnity in General Terms 13.1(a), which 13.3 leaves uncapped.

US9. Biometrics

US9.1 VoxTelAI creates, stores or uses no voiceprint or other biometric identifier except where the Customer enables a feature that requires one; the Customer is then the controller of that data and VoxTelAI its processor under Annex 1. Before enabling such a feature the Customer must give the written notice, obtain the written release and publish the retention and destruction schedule that the Illinois Biometric Information Privacy Act (BIPA), chapter 503 of the Texas Business and Commerce Code and equivalent state laws require, and keep evidence for five years. Claims under BIPA or an equivalent law concerning any voice or biometric identifier used with the Services fall within the Customer's indemnity in General Terms 13.1(a), which 13.3 leaves uncapped.

US10. Sanctions — United States specifics

US10.1 Section 10 of the General Terms, including the sanctions representation in 10.4, applies to every account. Each Party further represents that it is not, and is not owned or controlled by, a person on the OFAC list of specially designated nationals and blocked persons (SDN) or sectoral sanctions identifications (SSI) list, and is not located in, organised under the laws of or ordinarily resident in a territory subject to comprehensive US sanctions.

US10.2 The Customer must not supply the Services to, or route traffic for the benefit of, any such person or territory, nor breach US export-control law in using the Platform. Where Applicable Law requires, it screens the clients it serves through the Platform, and their beneficial owners, against the SDN and SSI lists and the United Kingdom, European Union and United Nations lists, keeps the evidence for five years, produces it within 1 Business Day of request, and on a positive match suspends that client's use immediately and notifies legal@rolycall.com within 1 Business Day.

US10.3 VoxTelAI may suspend or terminate immediately on breach of this US10, and may block or freeze funds and property including any Prepaid Balance, decline a payment or refund, and report to a competent authority where it reasonably believes that doing otherwise would breach sanctions law, without liability to the Customer.

US11. Forum text for a United States court

US11.1 This US11 applies only where a United States court is the forum — the Parties agreeing the exclusive jurisdiction of the Delaware courts under General Terms 20.4, or a self-serve account — whether or not this Module is otherwise triggered (General Terms 20.4).

US11.2 Courts. The state and federal courts located in the State of Delaware have exclusive jurisdiction over any dispute arising out of or in connection with the Agreement; each Party irrevocably submits to their personal jurisdiction and waives any objection based on venue or forum non conveniens. Section 20 of the General Terms otherwise continues to apply.

US11.3 Jury-trial waiver. EACH PARTY KNOWINGLY AND IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT, TO THE EXTENT APPLICABLE LAW PERMITS.

US11.4 Class waiver. Each Party may bring claims against the other only in its individual capacity, not as a plaintiff or class member in any purported class, collective, consolidated or representative proceeding. If this US11.4 is held unenforceable as to a particular claim, that claim alone proceeds outside it and the rest of this US11 continues to apply.

End of Module US, Version VTA-US-2026.08.

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Module EU/UK — EU and UK Addendum

This Module forms part of the Agreement only when section 21 of the General Terms says it applies. On its subject it supplements and prevails over the General Terms and Schedule D; Annex 1 and the EU SCCs it incorporates prevail on data protection (section 2). Nothing in this Module reduces a protection the General Terms give VoxTelAI or displaces a duty Applicable Law places on a Party directly.

EU1. Scope and trigger

EU1.1 Module EU/UK applies whenever the Customer is established in, or any user or any called or messaged party under the Agreement is located in, the European Economic Area or the United Kingdom. Untriggered, it is pinned but has no operative effect; notice of a trigger is given as section 21 of the General Terms provides.

EU1.2 References in this Module to the GDPR include the UK GDPR where it applies; the ePrivacy Rules are those of the Destination concerned.

EU1.3 This Module may apply together with Module US; where both apply to one call, the Customer complies with each.

EU1.4 VoxTelAI may amend this Module as section 19 of the General Terms allows (30 days' notice; termination without charge if materially adverse).

EU2. AI disclosure (Regulation (EU) 2024/1689 Article 50)

EU2.1 Where the Customer deploys an AI system that interacts directly with natural persons located in the European Economic Area — the AI Agent, or the Customer's own AI connected under Schedule A (A4.5) — the Customer ensures those persons are informed, at the latest at the start of the first interaction, that they are interacting with an AI system, unless that is obvious to a reasonably well-informed, observant and circumspect person in the circumstances. The disclosure must be clear and distinguishable; VoxTelAI additionally requires it in a language the person can be expected to understand.

EU2.2 A disclosure prompt that tells the called or calling party that an AI system is speaking is available as a feature of the AI Agent and the campaign tools (Schedule A (A5.4, A4.5)). Whether to use it, and the duty to disclose under EU2.1, are the Customer's — met through the prompt, wording of its own that meets EU2.1 or its own AI system. VoxTelAI may require the prompt to be enabled for a campaign, Destination or tenant where a regulator, carrier, Applicable Law or a complaint pattern calls for it; where EU2.1 applies, the Customer must not shorten, conceal or obscure the disclosure given. Where this Module applies to a call, the Platform enables the prompt and the recording announcement (Schedule A (A7.2)) by default; the Customer may substitute its own wording or disable either, confirming by doing so that it meets EU2.1 and its recording-notice duties otherwise.

EU2.3 The Platform logs when the prompt is used: for each call, that it was played, with the call identifier, the time and the wording version. That log is Customer Data, available through the Portal and the API for the retention period the Customer sets there. The log evidences playback, not legal sufficiency. Where the Customer discloses without the prompt, it keeps its own record.

EU2.4 As provider of the AI Agent, VoxTelAI makes the prompt and the EU2.3 log available and does not remove a marking it or a Sub-processor applies to synthetic audio; the Customer must not remove or defeat one and, as deployer, remains responsible for EU2.1 and as EU2.6 states.

EU2.5 Where Applicable Law of the United Kingdom requires a comparable disclosure, EU2.1 to EU2.3 apply in the same way.

EU2.6 Human escalation and AI Output: General Terms section 15; no training: Annex 1 (DPA7); recording disclosure: Schedule D (D5). The Customer, as deployer, determines whether its use case attracts any further obligation under that Regulation and complies with it; VoxTelAI does not assess its use case.

EU3. Electronic marketing calls

EU3.1 Before placing a direct-marketing call — live, automated or AI-driven — to a person in a member state or the United Kingdom, the Customer obtains and records the consent or other lawful basis that the ePrivacy Rules of that Destination and the GDPR require. The ePrivacy Rules require prior consent for calls by automated calling systems without human intervention and leave each member state to choose between consent and a right to object for other marketing calls; the Customer identifies the regime that applies to each campaign.

EU3.2 The Customer checks its calling lists against each national opt-out register that applies in the Destination, at the frequency that Destination requires, and honours every objection, whether recorded in a register, expressed during a call or notified later. Where the AI Agent or the Customer's own AI system places the call, the Customer ensures it recognises an objection or request to stop, ends the call and records the objection. Schedule D (D4) suppression-list duties apply in addition.

EU3.3 On marketing calls the Customer presents a CLI that identifies it and on which it can be reached, and does not withhold it where the Destination's rules prohibit that. Schedule D (D3) applies.

EU3.4 Purchased or cold lists are not prohibited. The Customer warrants a lawful basis for each such list under the law of the Destination (consent, legitimate interest or a business-to-business exemption where available), keeps evidence of it and of its register checks, and produces it on request within the period Schedule D (D8) allows. VoxTelAI does not vet lists or assess a lawful basis; it may limit or suspend a Service on complaints, traceback requests or quality thresholds as Schedule D (D9) states. Purchased lists remain prohibited for messaging (Schedule D, D6).

EU4. Roles and representatives

EU4.1 The roles in Annex 1 (DPA2) apply under the GDPR and the UK GDPR: the Customer is controller of Customer Data and VoxTelAI its processor; VoxTelAI is independent controller of call detail records, billing, verification, fraud and traceback data and Portal user accounts (Privacy Notice).

EU4.2 A Party not established in the European Economic Area or the United Kingdom but subject to the GDPR or the UK GDPR appoints the representative that Article 27 requires. The Customer records its representatives in the representatives row, with contact details, of the Appendix to the Order Form or, for a self-serve account, the Portal account record (O6; Annex 1 (DPA15)); "not required", or a blank, confirms that none is required of it and must be corrected within 2 Business Days of ceasing to be accurate.

EU4.3 VoxTelAI's representative status is maintained centrally in the Privacy Notice (P1) and Annex 1 (DPA15). At the effective date of this version none is appointed; an appointment is published there and notified to the Customer's data-protection contact.

EU4.4 The Customer identifies its competent supervisory authority — for an establishment in a member state, the authority of that member state; where it acts through a representative, the authority of the representative's member state; for the United Kingdom, the ICO — in the Appendix to the Order Form or, for a self-serve account, the Portal account record (O6). That entry is used for the EU SCCs under Annex 1 (DPA11, DPA15), and VoxTelAI, as importer, submits to that authority as Clause 13 of the EU SCCs requires.

EU5. Data subject requests

EU5.1 VoxTelAI forwards to the Customer, without undue delay, any request received directly from a data subject that concerns Customer Data, and does not answer it on the merits unless Applicable Law requires; it tells the data subject only that the request has been passed on.

EU5.2 The Portal lets the Customer search, export and delete recordings, transcripts, contact records and consent records itself. For anything the Portal cannot do, VoxTelAI assists as Annex 1 (DPA8) states, in time for the Customer to answer within the period Data Protection Law allows.

EU5.3 For Personal Data VoxTelAI controls independently (EU4.1), VoxTelAI answers the data subject itself under the Privacy Notice. Data subjects may complain to the supervisory authority of their member state or to the ICO.

EU6. Transfers

EU6.1 Customer Data is hosted in Germany, as Annex 1 (DPA11) states. Where Personal Data is transferred from the European Economic Area, the United Kingdom or Switzerland to VoxTelAI in the United States or to a Sub-processor outside those areas, the EU SCCs, the UK Addendum and the Swiss adaptations apply as Annex 1 (DPA11) incorporates and elects them. VoxTelAI is not certified under the EU-US data privacy framework or its UK extension and does not rely on it.

EU6.2 The regions in which Sub-processors (including speech-recognition, speech-synthesis and language-model providers) process Personal Data are stated in the Sub-processor list, provided on request as Confidential Information (Annex 1, DPA6). On request VoxTelAI provides the information the Customer reasonably needs for its transfer assessment.

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