

Module US — United States Addendum

Additional terms that apply whenever a called or messaged party or a Number under the Agreement is in the United States — outbound calling consent, caller identity, emergency calling, network-information confidentiality and state privacy law.

EDITION	EFFECTIVE	SUPPLIER	FORMATS
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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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