

Terms

The three documents published together at rolycall.ai/terms: the Online Terms for self-serve accounts, the General Terms that govern every account, and Schedule B on billing mechanics.

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, 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 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, 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.

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