

ADDENDUM No. 2
TO THE TOVIE AI CLOUD TERMS OF SERVICE
TOVIE DIALOGSTUDIO

Last updated: June 15th, 2023

This addendum No. 2 (hereinafter – the **Addendum**) is an integral part of the TOVIE AI CLOUD terms of service and contains the terms of use of the Service – Tovie DialogStudio.

Please ensure that You read all sections of the Addendum carefully. If You do not agree with the provisions of the Addendum in whole or in part, please do not use the Tovie DialogStudio, the Service and their functionality.

1. DEFINITIONS

- 1.1. **Account** – subject area of the Personal Account, available only to the Licensee, which allows creating and managing accounts of the Licensee's employees in Tovie AI Cloud.
- 1.2. **Bot** – system created on the basis of artificial intelligence that allows Users to interact with devices or programs by making requests to them and receiving responses from devices or programs in the form of informational responses or performing actions.
- 1.3. **Channel** – system of technical means designed to interact with the User and transfer data (information) from the sender to the recipient using the Software. The channels currently available are displayed in the Personal Account.
- 1.4. **Dialogue logs** – process of communication between the User and the Bot recorded and stored in a human perceptible form, which includes all requests made and responses to them.
- 1.5. **Messengers and social networks** – type of Channel in which Bots are integrated with software tools designed to communicate with Users, such as Facebook and others currently available, which are displayed in the Personal Account.
- 1.6. **Reporting period** – one (1) / three (3) / six (6) / twelve (12) months.
- 1.7. **User** – person who applies to the Licensee (or its device) for resolution of a question, when answering or preparing a response to which the Software is used.
- 1.8. **Knowledge Base** – collection of topics representing examples of applications and answers to them, creating an FAQ-Bot to answer frequently asked questions, begins in a dialogue with Users in natural language, which is included in the given applications and answers (topics). When analyzing the User's request, the Bot identifies the topic using semantic customization algorithms.

If the Knowledge Base does not contain the necessary response, the Licensor is entitled to provide technical integration of the Knowledge Base with third-party systems based on artificial intelligence in order to generate responses to the User's requests to the Bot using such systems.

- 1.9. **Group of Phrases** – the Bot script block that evaluates its calculated formulations using natural query language, which can be refined using algorithms of the semantic procedure for analyzing words and their meanings, adding new examples of phrases to the group, including without strict adherence to the text of the query.
- 1.10. **Software** – Tovie DialogStudio program, which is an editor for creating the Bots, free from the need for programming and attracting additional technical specialists by the Licensee, consisting of various blocks and sections and allowing the Licensee to independently design Bots using an adapted visual interface.

The Software provides the following main features:

- (1) designing the Bot using a visual interface;
- (2) the Bot training on examples of questions;
- (3) statistics and analytics;

- (4) creating a knowledge base for the Bot, which can use it to answer frequently asked questions (FAQ Bot);
 - (5) possibility of integration with WhatsApp Business, Jivo, MSTEams, Viber and other systems.
- 1.11. **Skills** – sets of dialogs and scripts used by the Bot and allowing the User to interact with the Bot, receiving a relevant information result in response to his request.
- 1.12. **Statistics** – collection, generalization and provision in an objective form of data related to the functioning of the Bot, including data on the number of the Sessions and the number of the Unique Users (**Basic Statistics**) separately for each Channel.
- 1.13. **Unique User** – the non-recurring User who has unique characteristics that allow him to be identified as a specific User and who has interacted with the Bot on the Channel. In the event that the same User uses different Channels (Messengers, Voice Assistants, etc.), including for continuing interaction on the same request, this user is considered during the Reporting Period as the Unique User for each of channels used.
- 1.14. **Chat Widget** – interactive view of the Channel that integrates with an Internet site, in which the Bot is launched by a separate button and has a visual embodiment in the form of a separate dialog box.
- 1.15. **Payment system** – provider of electronic payments that provides the ability to receive funds in favor of legal entities and individual entrepreneurs via the Internet, attracted by the Licensor to make payments.

2. GENERAL PROVISIONS

- 2.1. The Licensor grants to the Licensee a simple (non-exclusive) license to use the Software in the Territory and for the Term in the ways and within the limits established by the Terms and the Addendum, and the Licensee undertakes to pay a remuneration for the use of the Software.

3. RIGHTS AND OBLIGATIONS

In addition to the rights and obligations in the Terms, the Parties have the following rights and bear the following obligations:

- 3.1. The Licensee is responsible for any actions performed using access to control the Bot through the Personal Account.
- 3.2. By the time the Software is started to be used, the Licensee shall ensure the availability and operability of the technical equipment necessary for the regular operation of the Software.
- 3.3. As part of the support provided by the Licensor for the Software, the Licensee undertakes, if necessary, to provide the Licensor with access (direct or remote) to the equipment from which the use of the Software is performed.
- 3.4. When building dialogues with the Users the Licensee undertakes to:
- (1) follow the rules of persons providing the opportunity to interact with the User through the relevant Channels, including compliance with any applicable agreements and rules of the Channels;
 - (2) be fully responsible for the content of the Bot's responses compiled or customized by the Licensee and the fact of their acceptance and transmission.

The Parties acknowledge that if the message within the framework of the dialogue contains advertising information, the Licensee shall bear the obligations of the advertiser and advertising distributor of such message provided for by law;

- (3) ensure compliance with the requirements of applicable law when forming the texts of dialogues, the Skills, responses to requests, in particular, do not allow the content of information the distribution of which is prohibited by applicable law, including dishonest, unreliable advertising/information that is misleading, encouraging to commit illegal actions and /or inciting violence and cruelty, which is a prohibited advertising or political advertising.

At the same time, obscene words and expressions (in any language), or words consonant with them (orthoepic), or other words of offensive content (including, but not limited to, words that offend national, religious and other feelings), threats of any nature, including threats of violence, causing material damage;

- (4) independently consider and resolve claims, complaints and other appeals of Users or third parties related to the content of the dialogues;
- (5) obtain consent to the processing of personal data of Users (including by the Licensor) in order to fulfill the Terms and the Addendum, as well as resolve claims arising from the Terms and the Addendum, as well as to properly fulfill the obligations stipulated by the legislation on personal data;
- (6) obtain the consent of the Users to receive messages within the framework of the dialogues between the Bot and the Users.

- 3.5. The Licensee agrees not to use means to artificially change the number of the Unique Users, including, but not limited to, not to use intermediate servers, technical intermediaries, redirects, VPN services and aggregators.

The Licensor has the right, on its own initiative, to analyze and compare the number of the Unique Users of the Bot and the number of requests to it, as well as send requests for clarifications from the Licensee based on the results of the analysis and comparison.

- 3.6. The Licensor has the right to ensure integration of the Knowledge Base with third-party systems based on artificial intelligence in order to generate responses to Licensee's (User's) requests to the Bot using such systems.
- 3.7. In the event that, as part of an interaction with the Bot, the Licensee (the User) at its discretion provides the Licensor with personal data not mentioned in the Privacy Policy, the Licensee (the User) agrees that such data will be processed in accordance with the Privacy Policy, and guarantees that the Licensee has all necessary rights to provide such data to the Licensor.

4. PAYMENT

- 4.1. Tariff plans are indicated on the Website <https://tovie.ai/dialogstudio/price>.

- 4.2. The Licensor's remuneration is payable in advance:

- (1) the remuneration paid for each Reporting Period is paid before the date of commencement of the Software use;
- (2) the remuneration based on additional licensed metrics is paid prior to the date the Licensee start using the Software.

- 4.3. Payment of the Licensor's remuneration is made in a non-cash form by:

4.3.1. periodically automatically debiting funds from the bank card account specified by the Licensee in the Account / Personal Account (subscription) until the Licensee refuses to make the corresponding debits in the Account / Personal Account (unsubscribing);

4.3.2. transfer of funds according to the generated by the Licensor invoice, which is sent to the Licensee by email.

After payment, the Licensee receives a receipt.

- 4.4. The Licensee gives its consent to the automatic periodic debiting of funds in the Payment System at its order, given in the manner provided for in this paragraph, and acknowledges that the instructions for debiting funds from its account, sent in accordance with the terms of the Addendum, are equal in legal force to genuine instructions of the Licensee to write off funds on paper, duly certified by the signature of an authorized person of the Licensee.

On a monthly basis, until the funds are debited, the Licensor warns the Licensee about the corresponding debiting of funds from a bank card.

If there are not enough funds on the Licensee's account at the time the payment is debited, the right to use some of the Parameters for the Licensee may be suspended until the account is replenished and the next debit is successfully completed.

- 4.5. After unsubscribing, the Licensee retains access to the Personal Account without the right to use the Software, and in the future, the Licensee may continue to use the Software at any time by paying the appropriate remuneration to the Licensur.
- 4.6. The Licensur does not store the data of bank cards of the Licensees, the processing of bank card data and debiting of funds is carried out by the Payment System.
- 4.7. A written agreement may be reached between the Licensee and the Licensur on a different procedure for paying the Licensur's remuneration.