

## MOBILE PERSONAL ASSISTANT SERVICE TERMS OF SERVICE

Last updated: 29/06/2022

This document represents the terms of use (hereinafter – the **ToS**) of the Mobile Personal Assistant service which governs the legal relationship between TOVIE AI LIMITED (hereinafter – the **Company**) and you (hereinafter – the **User**).

The current version of the ToS is posted on the Internet at <https://tovie.ai/legal/mobile-pa-tos.pdf>

PLEASE READ THESE TOS CAREFULLY. BY ACCESSING OR USING THE MOBILE PERSONAL ASSISTANT SERVICE, INCL. BY REGISTERING, YOU ARE CONFIRMING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THESE TERMS. IF YOU DO NOT AGREE AND / OR ACCEPT ALL OF THESE TERMS, THEN YOU MUST DISCONTINUE USE THE MOBILE PERSONAL ASSISTANT SERVICE IMMEDIATELY.

### 1. DEFINITIONS

- 1.1. **User** – legally capable individual who has entered into the ToS, who is granted the right to use the Service in accordance with the restrictions and within the limits stipulated by the ToS.
- 1.2. **Company** – TOVIE AI LIMITED, a company incorporated and existing under the laws of England and Wales under registration number 11595010 and registered office at 128 City Road, London, United Kingdom, EC1V 2NX.
- 1.3. **Mobile Personal Assistant service (hereinafter – the Services)** – software products, providing, through the Platform, the User with the technical ability to use the following functions of the Service on the User Device via the Chatbot:
  - processing of incoming and outgoing calls;
  - dialogue with the calling subscriber;
  - filtering out spam and unwanted content;
  - saving incoming calls in text and audio format;
  - other functions specified in the Chatbot.
- 1.4. **Platform** – TOVIE PLATFORM, which implements a full-cycle software solution for the development, implementation, operation and maintenance of intelligent conversational chatbots in various text and voice channels, voice assistants and their skills, which uses unique natural language understanding algorithms, rules-based and machine learning approaches are effectively applied.
- 1.5. **Website** – website <https://tovie.ai/solutions/mobile-assistant> containing information about the Service and the Company.
- 1.6. **Secretary Character** - any of the available voice assistants specified in the Chatbot, available to implement the functionality of the Service. Voice assistants differ in voices, functionality, a complete list of voice assistants, their functionality and cost of use (if applicable) are indicated in the Chatbot.
- 1.7. **Telegram messenger (hereinafter – the Telegram)** – cross-platform cloud messenger with VoIP function that allows you to exchange text, voice and video messages, stickers and photos, files of many formats.

- 1.8. **Chatbot** – Service’s account in the Telegram that allows the Users to request the Service and receive information about incoming calls in text and audio formats.
- 1.9. **Call forwarding** – function that allows the User to redirect the incoming call from the User to the Secretary Character in order to use the functionality of the Service. In order to use the Service, the Call forwarding is configured by the User independently in accordance with the terms and conditions of the telecom operator providing the User with communication services.
- 1.10. **Device** – equipment in the legal possession of the User such as the mobile phone that provides the User with access to the Service.
- 1.11. **Territory** – the territory within which the User is entitled to use the Service in accordance with the ToS. The right to use the Service is provided on the territory of the United Kingdom.

## 2. GENERAL PROVISIONS

2.1. The Company provides the User with access to the Service for the User's personal needs not related to business activities, in accordance with the rules specified in the ToS.

2.2. The Service is free of charge.

The User understands and agrees that over time the Company has the right to impose a fee for connecting the Service, which may be determined depending on the Secretary Character selected by the User. The User will be warned about the change in financial conditions by changing the ToS and displaying the cost of the Secretary Characters in the Chatbot, while the funds will be debited only after the User agrees to pay for the Service.

The cost of communication services, which may be charged by the telecom operator for Call forwarding, incoming calls, etc. is not the subject of the ToS and is paid by the User independently within the framework of agreements concluded with the telecom operator.

2.3. A person who has connected the Service, including by initiating communication in the Chatbot (clicking “Start”) or in any other way available in the Chatbot, is recognized as having accepted the ToS (accepting the Company's offer) in full, without reservations or exceptions, and also having confirmed his unconditional consent with any and all of its terms.

2.4. By agreeing to the ToS, the User:

- confirms its legal capacity;
- confirms that they have reached the age of 18;
- guarantees the accuracy of their data provided to the Company when using the Service, and assumes full responsibility for their accuracy, completeness and reliability.

If the User has not reached the age of 18 or does not have full legal capacity due to the occurrence of another circumstance provided by applicable law, the User is obliged to independently obtain the necessary permission in the form required by applicable law from his parents or other legal representatives.

2.5. The Company has the right to process personal data provided by the User in order to fulfill the ToS and resolve claims under the ToS, and the User, by accepting the ToS and using the Service, confirms his consent to this. The conditions for processing the User's personal data are set out in the Privacy Policy available on the Website at <https://tovie.ai/solutions/mobile-assistant> and in the Chatbot.

### **3. SERVICE USE**

- 3.1. The User gains access to the Service through the Device by initiating a dialogue in the Chatbot, indicating mobile phone number and the Call forwarding settings.
- 3.2. Functionality of the Service: if the User is unable to answer the incoming call, the call will be forwarded to the Personal Secretary which will answer the caller in order to record information that will be transmitted to the User in audio and text form in the Chatbot.
- 3.3. After connecting to the Service, any actions performed using the Device with access to the Service are recognized as committed by the User personally.
- 3.4. Disabling the Service is carried out by the User independently in the Chatbot by clicking “Support” – “How to disable call forwarding” and following the instructions.
- 3.5. After the Service is disabled, access to recorded calls is retained within the Service for thirty (30) days.
- 3.6. In case of unauthorized access to the Device (theft, loss, etc.), the User is obliged to immediately inform the Company about this by sending a notification to the e-mail [support@tovie.ai](mailto:support@tovie.ai)

### **4. THE RIGHTS AND OBLIGATIONS**

#### **4.1. The User has the right:**

- 4.1.1. to use the Service under the terms of the ToS;
- 4.1.2. to receive information support on issues related to the procedure for working with the Service by sending the corresponding request to the Company's e-mail [support@tovie.ai](mailto:support@tovie.ai);
- 4.1.3. to activate and deactivate the Service;
- 4.1.4. to require the Company to hide or delete any data transferred by the User to the Company.

#### **4.2. The User undertakes (guarantees):**

- 4.2.1. to comply with the terms of the ToS and use the Service within the limits established by the ToS;
- 4.2.2. not to take actions aimed at disrupting the functioning of the Service;
- 4.2.3. to provide the Company with the information requested in order to execute the ToS;
- 4.2.4. to be independently responsible to third parties for actions related to the use of the Service, including if such actions lead to the violation of the rights or legitimate interests of third parties;
- 4.2.5. not to use the rights and (or) technical capabilities obtained in accordance with the Service to carry out actions prohibited by applicable law, in order to impersonate another person or perform other actions aimed at misleading any third parties.

#### **4.3. The Company has the right:**

- 4.3.1. to make any changes to the Service and the ToS without prior notice to the User unilaterally;
- 4.3.2. to enter or change the cost of the Service, incl. any or all of the Secretary Character unilaterally;

- 4.3.3. to suspend, limit and/or terminate the ToS unilaterally, including if the User fails to comply with the terms of the ToS;
- 4.3.4. to take any measures not prohibited by applicable law to protect its own intellectual and other rights to the Service;
- 4.3.5. to involve third parties for the providing of the Service, remaining responsible for the actions of such parties, as for its own;
- 4.3.6. to process data received from the User in the manner prescribed by the ToS and the Privacy Policy;
- 4.3.7. to suspend the operation of the Service temporarily for testing, preventive, repair or other production work without prior notice to the User or permanently when the Company ceases to maintain the operation of the Service.

#### **4.4. The Company undertakes (guarantees):**

- 4.4.1. subject to the conditions set forth in the ToS, ensure the User's ability to use the Service;
- 4.4.2. to provide within a reasonable time the technical and information support to the User necessary to gain access to the Service and use it;
- 4.4.3. to take measures within its competence to eliminate any technical failures and errors in the operation of the Service in case of their occurrence. At the same time, the User accepts that the complete absence of technical errors and failures cannot be guaranteed.
- 4.4.4. to pay remuneration (if provided for by applicable law) to the authors of the Service, other copyright holders, as well as successors of the above persons independently and at its own expense.

### **5. INTELLECTUAL PROPERTY RIGHTS**

Unless otherwise indicated, the Service is the Company's proprietary property and all source code, database, functionality, software, design, text, graphics in the Service (hereinafter – the Content) and trademarks, service marks and logos contained therein (hereinafter – the Marks) are owned or controlled by Company or licensed to Company, and are protected by all applicable laws and regulations.

No part of the Service as well as the Content or the Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without Company express prior written permission.

### **6. DISCLAIMERS**

- 6.1. THE USER EXPRESSLY UNDERSTANDS AND AGREES THAT ACCESS TO AND USE OF THE SERVICE IS AT USER'S SOLE RISK, AND THAT THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, COMPANY MAKES NO EXPRESS WARRANTIES AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE SERVICE AND ANY PART OF IT (INCLUDING, WITHOUT LIMITATION ANY EXTERNAL WEBSITES), INCLUDING THE IMPLIED WARRANTIES OF NON-

INFRINGEMENT, CORRECTNESS, ACCURACY, OR RELIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY DOES NOT REPRESENT OR WARRANT TO THE USER THAT: (I) ACCESS TO OR USE OF THE SERVICE WILL MEET USER'S REQUIREMENTS, (II) ACCESS TO OR USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (III) USAGE DATA PROVIDED THROUGH THE SERVICE WILL BE ACCURATE.

- 6.2. THE USER ACCEPTS THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET, AND AGREES THAT COMPANY HAS NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO COMPANY'S GROSS NEGLIGENCE.
- 6.3. THE COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE TO THE USER FOR ANY LOSSES INCUR AS THE RESULT OF USE OF THE SERVICE INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (i) THE USER ERROR; (ii) A SERVER FAILURE OR A DATA LOSS; (iii) UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE USE OF VIRUSES, PHISHING, BRUTE FORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICE.

## **7. LIABILITY, LIMITATIONS AND INDEMNIFICATION**

- 7.1. The Company is not responsible for the User's lack of access to the Internet, for the quality of services of Internet communication providers and communication services of telecom operators with which the User has concluded agreements on the provision of Internet access services and communication services.
- 7.2. The User is solely responsible for the security of the Device chosen by him to access the Service, and also independently ensures its confidentiality.
- 7.3. If the User violates any of the terms of the ToS, the Company has the right to immediately disable the Service, as well as block the User's access to the Chatbot.
- 7.4. The User agrees to hold harmless and indemnify the Company and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners from and against any claim, liability, loss, damage (actual and consequential) of any kind or nature, suit, judgment, litigation cost, and attorneys' fees arising out of or in any way related to (i) the User's breach of these ToS, (ii) the User's misuse of the Service, or (iii) the User's violation of applicable laws, rules or regulations in connection with your access to or use of the Service. the User agrees that the Company will have control of the defense or the settlement of any such claims.

## **8. CHANGES TO THE SERVICE**

- 8.1. The User acknowledges and agrees that the form and nature of the Service, and any part of it, as well as of the ToS may change from time to time without prior notice and that the Company may add new features and change any part of the Service at any time without notice.
- 8.2. The User undertakes to independently monitor the updating of the current version of the ToS in order to properly fulfill the terms of the ToS and continue the lawful use of the Service.
- 8.3. The User is not entitled to use the Service if he does not agree with the changes made to the ToS. In this case, the User has the right to unilaterally refuse to execute the ToS within ten (10) calendar days after the publication of the changes or a new version of the ToS, by self-deactivation of the Service in Chatbot or by sending a notification to the Company by e-mail [support@tovie.ai](mailto:support@tovie.ai)

- 8.4. If, within the above period, the User has not expressed a desire to unilaterally refuse to execute the ToS, the User is considered to have accepted the terms of the ToS, considering the changes made to it.

## 9. TERMINATION

- 9.1. The ToS enters into force from the moment the User expresses consent to its terms in the manner in any of the forms specified in clause 2.3. of the ToS and is valid until it is terminated (including by termination or unilateral refusal).

- 9.2. The ToS may be terminated:

- by the User in order to terminate the use of the Service;
- by the Company as a unilateral refusal, including due to violation by the User of the terms of the ToS.

In this case, the termination of the ToS will be in addition to any other remedies that the Company may have at the law or in the equity.

- due to the removal of the Service, as well as the termination of its technical support without explanation.

## 10. MISCELLANEOUS

- 10.1. **Governing law and dispute resolution.** The ToS and use of the Service are governed by and constructed in accordance with the laws of England and Wales. All disputes arising out of or in connection with the ToS, including without limitation access or use of the Service will be referred to and finally resolved the rules of the English courts in London, England. The language of the arbitration will be English.

- 10.2. **Entire agreement.** The ToS and any policies or operating rules posted by the Company on the Website and in the Chatbot constitute the entire agreement and understanding between the Company and the User.

- 10.3. **No waiver.** The Company's failure to exercise or enforce any right or provision of the ToS shall not operate as a waiver of such right or provision.

- 10.4. **Communication.** The User agrees to receive communications, the advertisement, service and information notifications from the Company in any form including e-mail.

- 10.5. **Severability.** If any provision of the ToS is determined to be unenforceable or void by a court of competent jurisdiction, that provision will be severed from the ToS and shall not affect other terms that will remain in full force and effect.

- 10.6. **Interpretation.** The use of the terms "includes", "including", "such as", and similar terms, will be deemed not to limit what else might be included.

- 10.7. **Contact.** If you have any questions about the ToS or the Service, please send your letter to e-mail [support@tovie.ai](mailto:support@tovie.ai)