

VOICERUN TERMS OF SERVICE

Effective Date: November 20th, 2025

These Terms of Service (the “**Terms**”) form a binding agreement between:

- **VoiceRun, Inc.** (“**VoiceRun**,” “**we**,” “**us**,” or “**our**”), and
- The individual or entity that creates an account or uses the Services (“**Customer**,” “**you**”).

By **creating an account**, clicking “I Agree,” or using the Services, you accept and agree to these Terms. If you are accepting on behalf of a company or other entity, you represent that you have authority to bind that entity, and “Customer” refers to that entity. If you do not agree, do not create an account or use the Services.

1. Services; Relationship to Privacy Policy

1.1 Services. VoiceRun provides a cloud-hosted platform for building, deploying, and operating AI-powered voice agents and related services, including telephony, speech-to-text (STT), text-to-speech (TTS), LLM orchestration, and developer tools (the “**Platform**” or “**Services**”).

1.2 Privacy Policy. Our collection, use, and disclosure of personal information (including information about account users and callers to VoiceRun-powered agents) is described in the **VoiceRun Privacy Policy**, which is incorporated into these Terms by reference. If there is any conflict between these Terms and the Privacy Policy regarding data-handling, the Privacy Policy controls for privacy matters and these Terms control for contractual / service matters.

1.3 No Emergency Services. The Services are **not** a replacement for any emergency calling service (e.g., 911 or similar). You must not use VoiceRun to route or place emergency calls.

2. Key Definitions

Where used in these Terms:

- “**Account**” means the online account you create with VoiceRun to access the Platform.
- “**Account Data**” means information about you as a platform user (for example, name, email, organization, role, billing contact info, and login identifiers), as described in the Privacy Policy.
- “**Customer Content**” means any content and data you or your organization send through VoiceRun, including:
 - call audio and recordings (if enabled),

- transcripts, prompts, and system messages,
- agent logic, call-flow scripts, business rules, and other configuration,
- payloads sent via our APIs or integrations (collectively, Customer Content).
- **“Telemetry / Aggregated Data”** means de-identified telemetry, performance metrics, and usage statistics that we generate from operating the Platform (for example, call duration, error rates, model latency), as described in the Privacy Policy.
- **“End Users”** means the individuals (such as callers or people interacting with your agents) whose interactions are processed through the Platform.
- **“Order Terms”** means any online plan selection, order form, or separate commercial agreement that sets out your specific commercial terms (pricing, minimums, usage tiers, etc.).

Capitalized terms not defined here have the meanings given in the Privacy Policy or elsewhere in these Terms.

3. Eligibility, Account Creation, and Security

3.1 Eligibility. You must be at least 18 years old (or the age of majority in your jurisdiction) to create an Account or use the Services.

3.2 Account Creation. To use the Services, you must create an Account and provide accurate, current information. You agree to keep this information updated.

3.3 Account Security. You are responsible for all activities under your Account. You must:

- keep your credentials confidential;
- use a strong password or supported SSO / identity provider; and
- promptly notify us of any suspected unauthorized use of your Account.

If you are using the Services on behalf of an organization, you are responsible for managing your organization’s users and permissions.

4. Access Grant and Restrictions

4.1 Access Grant. Subject to these Terms and your applicable Order Terms, VoiceRun grants you a non-exclusive, non-transferable, revocable right to access and use the Services for your internal business purposes, in accordance with the Documentation.

4.2 Restrictions. You agree not to:

- copy, modify, disassemble, decompile, or reverse-engineer the Platform (except where such restrictions are prohibited by law);
- circumvent any technical, usage, or security controls;

- use the Services to develop, test, or benchmark competing products in violation of applicable law or contractual restrictions;
- resell or provide the Services to third parties as a hosted service (except as part of solutions you build for your own customers on VoiceRun) without our written consent;
- probe, scan, or test the vulnerability of the Platform or attempt to access other customers' data; or
- use the Services in violation of applicable law, including communications, telemarketing, spam, or privacy laws.

5. Acceptable Use, Voice Cloning, and Communications Compliance

5.1 Prohibited Content and Uses. You must not use the Services to:

- generate or disseminate content that is defamatory, harassing, hateful, or that incites violence or self-harm;
- create sexually explicit or exploitative content involving minors;
- promote fraud, scams, malware, or other unlawful activity;
- violate any person's privacy, publicity, or intellectual-property rights; or
- otherwise violate applicable laws or regulations.

5.2 Voice Cloning and Impersonation.

- You must obtain and maintain **verifiable consent** from any person whose voice, name, or likeness you clone, mimic, or reproduce using the Services.
- You must not use synthetic voices in deceptive ways that cause people to reasonably believe they are interacting with a specific real person where that use would be misleading or unlawful.
- You are solely responsible for any disclosures, notices, and consents required in your jurisdiction for voice cloning and synthetic speech.

5.3 Calling and Messaging Compliance. If you use VoiceRun to initiate or orchestrate calls, texts, or other communications, you are solely responsible for compliance with all applicable laws and rules, including (where applicable):

- the Telephone Consumer Protection Act (TCPA),
- Telemarketing Sales Rule (TSR),
- state "Do Not Call" laws and registries,
- caller-ID and CNAM rules,
- consent / opt-out and record-keeping requirements.

You represent and warrant that you:

- have all necessary rights and valid consent to contact each recipient for your intended purpose;
- will honor applicable “Do Not Call” and opt-out requests; and
- will maintain appropriate consent and opt-out records.

VoiceRun acts in a **carrier-like / orchestration role**: we do not choose who you call, when you call, or what your agents say.

5.4 Reports of Abuse. If you become aware of misuse of the Services in violation of this Section 5, you must promptly notify us at **contact@voicerun.com** (or another address we publish for this purpose) and cooperate with our investigation.

5.5 Suspension for Misuse. We may suspend or limit your access to the Services if we reasonably believe your use violates these Terms, applicable law, or presents a material risk to the Platform, End Users, or our partners. We will, where practicable and lawful, attempt to notify you in advance or promptly after suspension.

6. Data, Privacy, and Security

This Section is designed to align with and complement the **VoiceRun Privacy Policy**.

6.1 Roles.

- For **Account Data** about you and your team, VoiceRun generally acts as a **controller / business** (we decide how and why we process this data, as described in the Privacy Policy).
- For **Customer Content** about your End Users (e.g., callers), VoiceRun generally acts as a **processor / service provider** to you. You are responsible for providing appropriate notices and obtaining any legally required consents from End Users.

6.2 Ownership.

- As between you and VoiceRun, **you own Customer Content** and retain all rights in it.
- VoiceRun owns the Platform, documentation, our orchestration logic, and **Telemetry / Aggregated Data**, which we generate in a de-identified form from operating the Platform.

6.3 License to Process Customer Content. You grant VoiceRun a non-exclusive, worldwide, royalty-free license to host, process, transmit, and display Customer Content and Account Data as reasonably necessary to:

- provide and operate the Services for you,
- maintain and secure the Platform,
- troubleshoot and support, and
- comply with law and legal processes.

We may engage subprocessors (e.g., cloud providers, carriers, STT/TTS/LLM vendors) to help us do this, consistent with the Privacy Policy and applicable data-protection law.

6.4 Training on Your Customer Content . We **do not** use your Customer Content or Account Data to train or improve our foundation models or third-party foundation models for the benefit of other customers, **if you have explicitly opted out.**

We may use Telemetry / Aggregated Data (which is de-identified and not reasonably linkable to you or End Users) to improve reliability, latency, security, and user experience. This is consistent with the Privacy Policy.

6.5 Outputs and AI Usage.

- You are responsible for **reviewing and vetting Outputs** (e.g., transcripts, responses, generated audio) for accuracy, appropriateness, and compliance before relying on them.
- Except where we explicitly permit otherwise in writing, you may not use Outputs generated by the Services to train, retrain, or improve any non-VoiceRun models or AI systems.

6.6 Data Retention and Deletion. We retain personal information and Customer Content as described in the Privacy Policy and your account configuration (for example, retention settings for recordings or transcripts, if available). You can request deletion of certain data by contacting us or using in-product tools where available; we will handle such requests consistent with the Privacy Policy and applicable law.

6.7 Security. We implement reasonable and appropriate technical and organizational measures to protect personal information and Customer Content against unauthorized access, loss, or disclosure, as outlined in the Privacy Policy and any applicable data-processing addendum. You are responsible for configuring available security options (e.g., SSO, access controls) in your Account and for protecting your credentials.

7. Third-Party Services and Dependencies

7.1 Third-Party Providers. The Platform relies on third-party telephony carriers, STT, TTS, LLM providers, cloud hosting, payment processors, and other services ("**Third-Party Services**"). Your use of those services may be subject to additional terms required by those providers.

7.2 No Liability for Third-Party Failures. We are not responsible for outages, disruptions, or degradation caused by Third-Party Services, your network or internet connection, or your own systems and integrations.

7.3 Third-Party Integrations You Enable. If you connect VoiceRun to third-party systems (e.g., CRM, ticketing, data warehouse), we will send data to those systems according to your configuration. Their use of that data is governed by their own terms and privacy policies, not ours.

8. Fees, Billing, and Taxes (High-Level)

8.1 Order Terms Control Pricing. Specific prices, usage rates, minimums, and other commercial terms are set out in your Order Terms (for example, the plan you select online or a separate commercial agreement). This document does **not** specify your pricing.

8.2 Payment and Suspension. You agree to pay all fees described in your Order Terms. If you fail to pay undisputed amounts when due, we may (after reasonable notice) suspend or limit your access to the Services until those amounts are paid.

8.3 Taxes. Fees are exclusive of taxes. You are responsible for all applicable sales, use, VAT/GST, and similar taxes, other than VoiceRun's income taxes.

9. Intellectual Property

9.1 VoiceRun IP. VoiceRun and its licensors own all rights in and to the Platform, documentation, APIs, orchestration layers, and related technology, including improvements, modifications, and derivative works ("**VoiceRun IP**"). Your rights are limited to those expressly granted in these Terms.

9.2 Customer Content and Your Applications. As between you and VoiceRun, you own Customer Content and any code, scripts, or applications you build on top of the Platform (subject to our ownership of underlying VoiceRun IP). Nothing in these Terms transfers ownership of Customer Content to VoiceRun.

9.3 Feedback. If you provide feedback or suggestions about the Services, we may use them without restriction or obligation to you.

10. Confidentiality

10.1 Confidential Information. Each party may receive non-public information from the other that is labeled or reasonably understood to be confidential ("**Confidential Information**"). Customer Content is your Confidential Information; the Platform's non-public features and performance data are VoiceRun's Confidential Information.

10.2 Obligations. The receiving party will:

- use Confidential Information only to perform under or use the Services under these Terms;
- protect it with at least reasonable care; and
- not disclose it to anyone except its personnel and service providers who need to know it and are bound by confidentiality obligations at least as protective as these Terms.

Standard exceptions (public, already known, independently developed, or rightfully received from a third party) apply. Each party may also disclose Confidential Information if required by law, after giving notice where legally permitted.

11. Warranties and Disclaimers

11.1 Authority. Each party represents that it has the legal power and authority to enter into these Terms.

11.2 Customer Warranties. You represent and warrant that:

- you will use the Services in compliance with these Terms and applicable law;
- you have obtained and will maintain all necessary rights and consents to submit Customer Content and process End User data through the Services; and
- your use of the Services and Customer Content does not and will not infringe or violate any third-party rights.

11.3 “AS IS” / “AS AVAILABLE.” EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION, THE SERVICES AND ALL RELATED MATERIALS ARE PROVIDED “**AS IS**” AND “**AS AVAILABLE.**” VOICERUN DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SUITABLE FOR A PARTICULAR USE CASE, OR THAT OUTPUTS WILL BE ACCURATE OR COMPLETE.

11.4 No Professional Advice. Outputs and content generated via the Services are produced by AI models and do not constitute legal, financial, medical, or other professional advice. You are solely responsible for how you use them.

12. Indemnification

12.1 By Customer.

You will defend, indemnify, and hold harmless VoiceRun and its affiliates, and their officers, directors, employees, and agents, from any third-party claim, loss, or expense (including reasonable attorneys’ fees) arising out of or related to:

- your misuse of the Services;
- Customer Content or your agents’ communications (including alleged violations of communications laws, privacy laws, or third-party rights); or
- your breach of these Terms.

12.2 Conditions.

VoiceRun will promptly notify you of any claim for which it seeks indemnification, allow you to

control the defense and settlement (subject to VoiceRun's reasonable consent), and provide reasonable cooperation at your expense. You may not settle any claim that imposes non-monetary obligations on VoiceRun without VoiceRun's prior written approval (not unreasonably withheld).

13. Limitation of Liability

13.1 No Indirect Damages.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, OR GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 Aggregate Cap.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS WILL NOT EXCEED THE GREATER OF:

- (A) **US \$10,000**, OR
- (B) THE AMOUNTS PAID OR PAYABLE BY YOU TO VOICERUN UNDER YOUR APPLICABLE ORDER TERMS IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY.

13.3 Exceptions.

The limitations in this Section 13 **do not apply** to:

- (a) **your payment obligations**, or
- (b) **Customer's indemnification obligations under Section 12.**

14. Term, Suspension, and Termination

14.1 Term. These Terms begin when you first accept them or create an Account and continue until terminated as described here.

14.2 Suspension. We may suspend or restrict your access to the Services as described in Sections 5 and 8 (e.g., for non-payment, misuse, or legal reasons).

14.3 Termination by You. You may stop using the Services at any time and may close your Account via the Platform or by contacting us, subject to any obligations in your Order Terms.

14.4 Termination by VoiceRun. We may terminate your Account or access to the Services on reasonable notice if:

- you materially breach these Terms and fail to cure within 30 days of written notice, or
- we decide to discontinue the Services in whole or in part.

14.5 Effect of Termination. Upon termination:

- your right to use the Services immediately ends;
- you must stop accessing the Platform; and
- any outstanding, undisputed fees become immediately due.

We will handle Customer Content and personal information after termination consistent with our Privacy Policy and applicable law.

14.6 Survival. Sections that by their nature should survive (including 5–7, 9–13, 14.5, and 15–16) will survive termination.

15. Governing Law and Dispute Resolution

15.1 Governing Law. These Terms are governed by the laws of the **Commonwealth of Massachusetts, USA**, excluding its conflict-of-laws rules.

15.2 Arbitration. Any dispute arising out of or relating to these Terms or the Services that cannot be resolved informally will be finally resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, in **Boston, Massachusetts**, before a single arbitrator. Judgment on the award may be entered in any court of competent jurisdiction.

15.3 Injunctive Relief. Either party may seek injunctive or other equitable relief in any court of competent jurisdiction for actual or threatened misuse of Confidential Information, IP infringement, or unlawful use of the Services, without first going to arbitration.

15.4 Class Action Waiver. To the maximum extent permitted by law, disputes will be resolved only on an individual basis. Neither party will participate in a class action, class arbitration, or other representative proceeding against the other.

16. General

16.1 Assignment. You may not assign these Terms (by operation of law or otherwise) without our prior written consent, except to a successor in a merger, acquisition, or sale of substantially all of your assets related to these Terms. We may assign these Terms without your consent to an affiliate or in connection with a corporate transaction. Any prohibited assignment is void.

16.2 Force Majeure. Neither party is liable for delays or failures to perform (except payment obligations) caused by events beyond its reasonable control, such as natural disasters, war, terrorism, labor disputes, Internet or carrier failures, or government actions.

16.3 Notices. We may provide you notices via email, the Platform, or your Account dashboard. Legal notices to VoiceRun should be sent to the contact information listed on our website or in your Order Terms. Notices are deemed given when received (or, for email, when sent, if no bounceback).

16.4 Relationship. The parties are independent contractors. These Terms do not create any partnership, joint venture, or agency relationship.

16.5 Entire Agreement; Order of Precedence. These Terms, together with the Privacy Policy and your Order Terms, form the entire agreement between you and VoiceRun regarding the Services and supersede prior agreements on that subject. If there is a conflict: (a) Order Terms control for pricing and commercial details; (b) these Terms control for service and legal terms; and (c) the Privacy Policy controls for privacy and data-handling matters.

16.6 Waiver; Severability. A failure to enforce a provision is not a waiver of the right to do so later. If any provision is held invalid or unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the rest will remain in effect

17. Contact

If you have questions about these Terms or the Services, contact us at:

Email: legal@voicerun.com

Privacy: privacy@voicerun.com