

VOICE OFFICE

TERMS OF SERVICE

Effective Date: January 28, 2026

Last Updated: February 11, 2026

1. Agreement to Terms

These Terms of Service (the “Terms”) constitute a legally binding agreement between you (whether personally or on behalf of a legal entity) and **Voice Office** (“Voice Office,” “we,” “us,” or “our”), governing your access to and use of the voiceoffice.ca website, our AI-driven voice agent technology, our subscriber dashboard, API integrations, and any related applications (collectively, the “Services”).

By accessing or using the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms, our Privacy Policy (available at voiceoffice.ca/privacy), and any applicable Order Form or Statement of Work executed between you and Voice Office (each, an “Order Form”). If you do not agree with these Terms, you must not access or use the Services.

These Terms, together with any Order Form, the Privacy Policy, and the Business Associate Agreement (where applicable), constitute the entire agreement between you and Voice Office regarding the Services (the “Agreement”). In the event of a conflict between these Terms and an Order Form, the Order Form shall prevail with respect to the subject matter of that Order Form.

2. Definitions

- **“Subscriber”** means the business, healthcare provider, or organization that contracts with Voice Office to use the Services.
- **“Caller”** means any individual who interacts with a Voice Agent by telephone, SMS, or other communication channel.
- **“Client Data”** means all data, content, and materials that a Subscriber inputs into, uploads to, or generates through the Services, including call recordings, transcripts, caller logs, patient lists, custom scripts, and AI configuration materials.
- **“Voice Agent”** means the AI-powered conversational agent configured for a Subscriber to automate telephonic interactions.
- **“Platform”** means the Voice Office subscriber dashboard, administrative tools, and API interfaces.
- **“Order Form”** means an ordering document or online subscription form that references these Terms and sets out the specific Services, fees, and terms applicable to a Subscriber’s engagement.

- “**Protected Health Information (PHI)**” has the meaning given under HIPAA and/or applicable Canadian health privacy legislation (e.g., PHIPA).
- “**Confidential Information**” has the meaning given in Section 11.

3. Eligibility and Authority

3.1 Age and Capacity

You must be at least 18 years of age (or the age of majority in your jurisdiction, whichever is greater) to use the Services. By accessing the Services, you represent and warrant that you have the legal capacity to enter into a binding contract.

3.2 Authority to Bind

If you are registering an account or executing an Order Form on behalf of a business, medical practice, corporation, partnership, or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms. In such cases, “you” and “your” refer to that entity.

4. Scope of Services

4.1 Service Description

Voice Office provides AI-powered telephonic agent technology designed to automate inbound and outbound calls, manage appointment scheduling, handle customer and patient inquiries, and perform related communication tasks. The Services include:

- (a) **Voice Agent:** The AI conversational model that interacts with Callers on behalf of the Subscriber.
- (b) **Configuration and Management:** Setup, training, and ongoing optimization of the Subscriber’s Voice Agent scripts, workflows, and knowledge base.
- (c) **Platform Access:** The subscriber dashboard for managing settings, reviewing call data, and accessing analytics.
- (d) **Integrations:** Connections to third-party software (e.g., Electronic Medical Records, calendaring systems, CRMs) as configured by the Subscriber.
- (e) **SMS Capabilities:** Where enabled by the Subscriber, automated text messaging triggered by Voice Agent interactions.

4.2 Nature of Services

Voice Office is a technology provider, not a medical provider, legal advisor, or financial advisor. The Voice Agent does not provide medical advice, diagnosis, treatment, legal opinions, or financial recommendations. The Services are administrative and communication tools only. Subscribers are solely responsible for reviewing all outputs generated by the Voice

Agent for accuracy and appropriateness, including any appointment triage, scheduling decisions, or information relayed to Callers.

4.3 AI Limitations

You acknowledge that artificial intelligence technology is not infallible. The Voice Agent may occasionally misinterpret speech, provide inaccurate responses, fail to execute a request, or experience latency. Voice Office continuously works to improve accuracy and reliability, but does not guarantee error-free operation. You agree to implement appropriate oversight and verification procedures for critical interactions.

4.4 Service Availability

Voice Office uses commercially reasonable efforts to maintain Service availability. Our target uptime is 99.9%, measured on a monthly basis, excluding: (a) scheduled maintenance windows (of which we will provide at least 24 hours' advance notice); (b) emergency maintenance required to address security vulnerabilities or critical system failures; and (c) Force Majeure Events (as defined in Section 18.7).

4.5 Service Level Commitment

If the Services fail to meet the 99.9% monthly uptime target (excluding the exceptions noted in Section 4.4), the Subscriber may request a service credit equal to 5% of the monthly subscription fee for each full 1% of downtime below the target, up to a maximum credit of 30% of the monthly fee for that month. Service credit requests must be submitted in writing within 30 days of the month in which the downtime occurred. Service credits are the Subscriber's sole and exclusive remedy for failure to meet the uptime target.

5. Accounts and Security

5.1 Registration

To access the Services, you must register for an account. You agree to provide accurate, current, and complete information during registration and to update such information as necessary to keep it accurate and complete.

5.2 Account Security

You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You must notify Voice Office immediately at contact@voiceoffice.ca upon becoming aware of any unauthorized access to or use of your account. Voice Office will not be liable for any loss or damage arising from your failure to safeguard your account credentials.

5.3 Telephone Numbers

Voice Office may assign or port a telephone number for your use in connection with the Services. You acknowledge that telephone numbers assigned by Voice Office remain the

property of Voice Office or the applicable carrier. Upon termination of your subscription, you may port your telephone number to another provider, provided that: (a) you submit a porting request at least 15 business days prior to the effective date of termination; and (b) your account is in good standing with no outstanding balance. If no porting request is received, Voice Office reserves the right to release or reassign the number after the termination effective date.

6. Fees and Payment

6.1 Subscription Fees

The Services are offered on a subscription basis as set out in the applicable Order Form or online subscription page. Fees are billed in advance at the beginning of each billing cycle (monthly or annually, as applicable). All fees are stated in Canadian dollars unless otherwise specified in the Order Form.

6.2 Usage-Based Fees

Certain subscription plans include usage limits (e.g., call minutes per month, number of SMS messages). Usage exceeding the included allocation will incur overage fees at the rates specified in your plan. Overage fees are calculated and billed in arrears at the end of the applicable billing cycle.

6.3 Taxes

All fees are exclusive of applicable taxes. You are responsible for all sales, use, value-added, goods and services, harmonized sales, provincial sales, and similar taxes imposed by any governmental authority on the transactions contemplated by these Terms, excluding taxes based on Voice Office's net income.

6.4 Payment Terms

Payment is due upon invoice or at the time of subscription renewal, as applicable. If your payment method is declined or your account becomes more than 15 days past due, Voice Office may: (a) suspend access to the Services upon 5 business days' written notice; and (b) charge a late fee of 1.5% per month (or the maximum rate permitted by applicable law, whichever is lower) on the outstanding balance.

6.5 Fee Changes

Voice Office may adjust subscription fees upon at least 30 days' written notice prior to the start of a renewal period. If you do not agree to the revised fees, you may cancel your subscription before the renewal date. Continued use of the Services after the fee change takes effect constitutes acceptance of the updated fees.

6.6 Refund Policy

Monthly subscriptions are non-refundable. For annual subscriptions: (a) if Voice Office terminates your subscription without cause, you will receive a prorated refund for the unused

portion of the prepaid term; (b) if you cancel your annual subscription before the end of the term, no refund will be issued and your access will continue through the end of the paid period. Refunds required by applicable consumer protection law are not limited by this section.

7. Client Data and Data Rights

7.1 Ownership of Client Data

As between Voice Office and the Subscriber, the Subscriber retains all right, title, and interest in and to Client Data. Nothing in these Terms transfers ownership of Client Data to Voice Office.

7.2 License to Client Data

You grant Voice Office a non-exclusive, worldwide, royalty-free license to use, host, store, reproduce, modify, and process Client Data solely for the following purposes: (a) operating and providing the Services to you; (b) training and improving the specific Voice Agent instance configured for your account; and (c) providing customer support and fulfilling our obligations under these Terms. This license terminates upon deletion of Client Data in accordance with Section 15.

7.3 No General Model Training

Voice Office does not use Client Data—including call recordings, transcripts, or Caller interaction data—to train or improve general-purpose AI models. Data is used exclusively to improve the specific Voice Agent instance configured for the Subscriber whose system handled the interaction. Voice Office may use aggregated and de-identified data (from which no individual or Subscriber can reasonably be identified) for internal analytics, benchmarking, and service improvement purposes. Under no circumstances will PHI be used for any purpose outside the scope of the Subscriber's engagement.

7.4 Call Recordings and Transcriptions

The Services automatically record and transcribe calls to enable real-time AI processing, provide accurate interaction records, and facilitate quality assurance. Call recordings and transcripts are Client Data owned by the Subscriber.

Subscriber Responsibility for Consent: You are solely responsible for compliance with all applicable federal, state, and provincial wiretapping, eavesdropping, and electronic surveillance laws, including obtaining any necessary consent from Callers prior to recording (e.g., "This call may be recorded for quality purposes"). Voice Office provides configurable disclosure settings within the Voice Agent but does not independently verify Subscriber compliance. You agree to indemnify Voice Office against any claims arising from your failure to comply with applicable recording consent laws.

7.5 Data Security

Voice Office implements administrative, technical, and physical safeguards designed to protect Client Data, as further described in our Privacy Policy. These include encryption in transit (TLS

1.2+) and at rest (AES-256), role-based access controls, and regular security assessments. Details of our security practices are available in the Privacy Policy at voiceoffice.ca/privacy.

7.6 Data Processing Agreement

To the extent required by applicable privacy legislation, Voice Office will enter into a Data Processing Agreement (“DPA”) with the Subscriber governing the processing of Personal Information on the Subscriber’s behalf. The DPA, where executed, is incorporated into these Terms by reference.

8. Healthcare Compliance

8.1 Shared Responsibility Model

Voice Office implements technical and organizational safeguards to protect health data processed through the Services, including encryption, access controls, audit logging, and vendor compliance requirements. However, the Subscriber retains primary responsibility for: (a) ensuring that its use of the Services complies with all applicable healthcare regulations and professional obligations; (b) configuring the Voice Agent to provide legally required notices and disclosures to Callers; and (c) maintaining the security of its own internal systems, networks, and credentials.

8.2 United States — HIPAA

If you are a “Covered Entity” or “Business Associate” as defined under HIPAA, Voice Office will act as your Business Associate with respect to any PHI processed through the Services. Both parties agree to execute and comply with Voice Office’s standard Business Associate Agreement (“BAA”), which is incorporated into these Terms by reference. The BAA governs the use, disclosure, and safeguarding of PHI and includes obligations related to breach notification, sub-contractor management, and accounting of disclosures.

8.3 Canada — PHIPA and Provincial Health Privacy Laws

If you are a “Health Information Custodian” as defined under Ontario’s *Personal Health Information Protection Act, 2004* (PHIPA), Voice Office acts as your “Agent” for the purposes of processing personal health information on your behalf. Voice Office agrees to:

- Process personal health information solely for the purposes authorized by the Health Information Custodian;
- Not use personal health information for any unauthorized purpose;
- Implement reasonable safeguards to protect personal health information against theft, loss, and unauthorized access;
- Notify the Subscriber without unreasonable delay of any breach or suspected breach involving personal health information; and
- Comply with applicable requirements under PHIPA, PIPEDA, and equivalent provincial health privacy legislation.

8.4 No Medical Advice Disclaimer

The Services are administrative and communication tools only. The Voice Agent does not constitute a medical device, and its outputs do not constitute medical advice, diagnosis, or treatment. Subscribers must ensure that qualified healthcare professionals review all clinically relevant outputs before any medical decisions are made based on information processed through the Services.

9. Acceptable Use

You agree to use the Services only for lawful purposes and in accordance with these Terms. You shall not:

- (a) Use the Services in violation of any applicable law or regulation, including the Telephone Consumer Protection Act (TCPA), Canadian Anti-Spam Legislation (CASL), HIPAA, PIPEDA, PHIPA, or any applicable wiretapping or electronic surveillance law;
- (b) Use the Services to transmit content that is unlawful, harmful, threatening, abusive, harassing, defamatory, obscene, or otherwise objectionable;
- (c) Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (d) Use the Services for unsolicited bulk communications, “robocalling,” or spam;
- (e) Attempt to reverse-engineer, decompile, disassemble, or otherwise derive the source code, algorithms, or architecture of the Services or any underlying AI models;
- (f) Use the Services to develop competing products or services, or to benchmark the Services for competitive purposes without Voice Office’s prior written consent;
- (g) Interfere with or disrupt the integrity, performance, or security of the Services or any related infrastructure;
- (h) Circumvent or attempt to circumvent any access controls, usage limits, or security measures implemented by Voice Office;
- (i) Upload or transmit any malicious code, viruses, or harmful components through the Services; or
- (j) Use the Voice Agent to provide medical advice, diagnosis, or treatment recommendations to Callers.

Voice Office reserves the right to investigate suspected violations of this Section and to suspend or terminate access to the Services in accordance with Section 15.

10. Intellectual Property

10.1 Voice Office IP

Voice Office and its licensors exclusively own all right, title, and interest in and to the Services, including all software, AI models, algorithms, voice synthesis technology, user interface designs, documentation, and all related intellectual property rights (collectively, “Voice Office IP”). These

Terms do not grant you any right, title, or interest in Voice Office IP except for the limited license set out in Section 10.2.

10.2 License to Use the Services

Subject to your compliance with these Terms and payment of applicable fees, Voice Office grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services during the term of your subscription solely for your internal business purposes.

10.3 Subscriber Configuration IP

As between the parties, the Subscriber retains ownership of its custom scripts, knowledge base content, FAQs, and other original materials provided to Voice Office for the purpose of configuring the Voice Agent (“Subscriber Configuration”). The Subscriber grants Voice Office a license to use Subscriber Configuration solely to provide the Services as described in Section 7.2.

10.4 Feedback

If you provide Voice Office with suggestions, enhancement requests, recommendations, or other feedback regarding the Services (“Feedback”), you grant Voice Office a perpetual, irrevocable, worldwide, royalty-free license to use, modify, and incorporate such Feedback into the Services without compensation or attribution. Feedback is provided voluntarily and does not create any obligation for Voice Office to implement it.

11. Confidentiality

11.1 Definition

“Confidential Information” means any non-public information disclosed by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) in connection with these Terms that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes Client Data, business plans, pricing, technical specifications, security practices, and any PHI.

11.2 Obligations

The Receiving Party agrees to: (a) use the Disclosing Party’s Confidential Information solely for the purpose of performing its obligations or exercising its rights under these Terms; (b) protect Confidential Information using at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care; and (c) not disclose Confidential Information to any third party except to employees, contractors, and Sub-processors who have a need to know and are bound by obligations of confidentiality no less protective than those in this Section.

11.3 Exceptions

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was already known to the Receiving Party without restriction prior to disclosure; (c) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (d) is rightfully received from a third party without restriction on disclosure.

11.4 Compelled Disclosure

The Receiving Party may disclose Confidential Information to the extent required by applicable law, regulation, or valid legal process, provided that the Receiving Party: (a) provides the Disclosing Party with prompt written notice of the requirement (to the extent legally permitted); and (b) cooperates with the Disclosing Party's reasonable efforts to seek a protective order or other appropriate remedy.

12. Disclaimers

12.1 "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." VOICE OFFICE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

12.2 NO GUARANTEE OF RESULTS. VOICE OFFICE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY DEFECTS WILL BE CORRECTED. VOICE OFFICE DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY OUTPUT GENERATED BY THE VOICE AGENT.

12.3 NO MEDICAL DEVICE. THE SERVICES DO NOT CONSTITUTE A MEDICAL DEVICE, AND THE VOICE AGENT'S OUTPUTS DO NOT CONSTITUTE MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. THE SUBSCRIBER ASSUMES ALL RESPONSIBILITY FOR CLINICAL DECISIONS MADE IN RELIANCE ON INFORMATION PROCESSED THROUGH THE SERVICES.

13. Limitation of Liability

13.1 EXCLUSION OF INDIRECT DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VOICE OFFICE, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT VOICE OFFICE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

13.2 LIABILITY CAP. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VOICE OFFICE'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY YOU TO VOICE OFFICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

13.3 Exceptions to Limitations

The limitations set out in Sections 13.1 and 13.2 do not apply to: (a) liability arising from Voice Office's gross negligence or willful misconduct; (b) Voice Office's breach of its confidentiality obligations under Section 11 with respect to PHI; (c) either party's indemnification obligations under Section 14; or (d) liability that cannot be excluded or limited under applicable law.

14. Indemnification

14.1 Subscriber Indemnification

You agree to defend, indemnify, and hold harmless Voice Office and its officers, directors, employees, agents, and successors from and against any third-party claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- (a) Your use of the Services in violation of these Terms or applicable law;
- (b) Your failure to obtain required consents from Callers, including consent for call recording;
- (c) Your violation of any applicable law, including TCPA, CASL, HIPAA, PIPEDA, or PHIPA;
- (d) Your violation of any third-party right, including intellectual property, privacy, or publicity rights; or
- (e) Any claim that Client Data infringes or misappropriates a third party's rights or caused damage to a third party.

14.2 Voice Office Indemnification

Voice Office will defend, indemnify, and hold harmless the Subscriber from and against any third-party claim that the Services (excluding Client Data and Subscriber Configuration) infringe or misappropriate a third party's intellectual property rights, provided that the Subscriber: (a) provides prompt written notice of the claim; (b) grants Voice Office sole control of the defense and settlement; and (c) provides reasonable cooperation at Voice Office's expense.

14.3 Indemnification Procedure

The indemnified party shall: (a) promptly notify the indemnifying party in writing of the claim (provided that failure to provide prompt notice shall only relieve the indemnifying party to the extent it is materially prejudiced by such failure); (b) grant the indemnifying party sole control of the defense and settlement of the claim; and (c) provide reasonable assistance to the

indemnifying party at the indemnifying party's expense. The indemnifying party shall not settle any claim in a manner that imposes obligations on the indemnified party without the indemnified party's prior written consent.

15. Term and Termination

15.1 Term

These Terms commence on the date you first access or use the Services and continue until terminated in accordance with this Section. Your subscription term is as specified in your Order Form or online subscription (monthly or annually).

15.2 Termination by Subscriber

You may cancel your subscription at any time by providing written notice to contact@voiceoffice.ca. For monthly subscriptions, cancellation takes effect at the end of the current billing period. For annual subscriptions, cancellation takes effect at the end of the current annual term, and no refund is issued for the remaining prepaid period.

15.3 Termination by Voice Office for Cause

Voice Office may terminate or suspend your access to the Services:

- (a) **For material breach:** If you materially breach these Terms and fail to cure such breach within 15 days after receiving written notice from Voice Office specifying the breach;
- (b) **For payment default:** If your account remains more than 30 days past due after written notice of the delinquency;
- (c) **Immediate suspension:** Voice Office may immediately suspend access (without the cure period) if: (i) your use of the Services poses a security risk to the Services or any third party; (ii) your use may subject Voice Office to legal liability; (iii) your use violates applicable law; or (iv) your account is being used for fraudulent or illegal activity.

15.4 Termination by Voice Office Without Cause

Voice Office may terminate your subscription without cause upon 60 days' written notice. In such event, Voice Office will issue a prorated refund of any prepaid fees for the unused portion of the subscription term.

15.5 Effect of Termination

Upon termination or expiration of these Terms:

- Your right to access and use the Services will immediately cease;
- You will have a period of 30 days following the effective date of termination (the "Transition Period") to export your Client Data through the Platform or by submitting a request to contact@voiceoffice.ca. Voice Office will provide reasonable assistance in facilitating data export during the Transition Period;

- After expiration of the Transition Period, Voice Office will permanently delete Client Data from its active systems in accordance with the retention schedules set out in the Privacy Policy, except where longer retention is required by applicable law;
- You remain liable for any fees accrued prior to termination; and
- Sections 2, 7.3, 10.1, 10.4, 11, 12, 13, 14, 16, and 18 shall survive termination.

15.6 Telephone Number Porting

Upon termination, you may port your assigned telephone number in accordance with Section 5.3. If you do not submit a porting request during the Transition Period, Voice Office may release or reassign the number.

16. Dispute Resolution

16.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of law principles.

16.2 Informal Resolution

Before initiating formal proceedings, the parties agree to attempt to resolve any dispute arising out of or relating to these Terms through good-faith negotiation. The complaining party shall send a written notice describing the dispute to the other party at the contact information provided in Section 19. The parties shall negotiate in good faith for a period of at least 30 days following receipt of such notice before either party may commence formal proceedings.

16.3 Jurisdiction and Venue

Any dispute not resolved through informal negotiation shall be submitted to the exclusive jurisdiction of the Ontario Superior Court of Justice, located in the Regional Municipality of Halton or the judicial district of Toronto, Ontario. Each party irrevocably consents to the personal jurisdiction of such courts and waives any objection to venue.

16.4 Waiver of Jury Trial

TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES.

17. Privacy

Voice Office's collection, use, and disclosure of Personal Information is governed by our Privacy Policy, available at voiceoffice.ca/privacy. The Privacy Policy is incorporated into these Terms

by reference. By using the Services, you acknowledge that you have read and understood the Privacy Policy.

18. General Provisions

18.1 Entire Agreement

These Terms, together with the Privacy Policy, any executed Order Form, BAA, or DPA, constitute the entire agreement between the parties regarding the subject matter hereof and supersede all prior or contemporaneous agreements, proposals, and communications, whether written or oral.

18.2 Amendments

Voice Office may update these Terms from time to time. We will provide at least 30 days' written notice of material changes by email or prominent notice within the Platform. Your continued use of the Services after the effective date of the updated Terms constitutes acceptance of the changes. If you do not agree to the updated Terms, you must discontinue use of the Services prior to the effective date.

18.3 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

18.4 Waiver

The failure of either party to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver must be in writing and signed by the waiving party.

18.5 Assignment

You may not assign or transfer these Terms or any rights or obligations hereunder without Voice Office's prior written consent. Voice Office may assign these Terms in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets upon written notice to you. Any attempted assignment in violation of this Section is void. These Terms are binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

18.6 Notices

All notices required or permitted under these Terms shall be in writing and shall be deemed given when: (a) delivered personally; (b) sent by email (with confirmation of receipt); or (c) sent by recognized overnight courier. Notices to Voice Office shall be sent to contact@voiceoffice.ca. Notices to you shall be sent to the email address associated with your account.

18.7 Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under these Terms (other than payment obligations) to the extent that such failure or delay results from circumstances beyond the party's reasonable control, including but not limited to: acts of God, natural disasters, epidemics or pandemics, war, terrorism, civil unrest, government actions or orders, power outages, internet or telecommunications failures, and failures of third-party service providers ("Force Majeure Events"). The affected party shall provide prompt notice to the other party and use commercially reasonable efforts to mitigate the impact of the Force Majeure Event. If a Force Majeure Event continues for more than 60 consecutive days, either party may terminate these Terms upon written notice.

18.8 Independent Contractors

The relationship between Voice Office and the Subscriber is that of independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between the parties.

18.9 Third-Party Beneficiaries

These Terms do not confer any rights or remedies on any person or entity other than the parties hereto and their respective permitted successors and assigns.

18.10 Export Compliance

You shall comply with all applicable export control and sanctions laws and regulations in connection with your use of the Services. You represent and warrant that you are not located in, or a national or resident of, any country that is subject to a comprehensive trade embargo, and that you are not listed on any government list of prohibited or restricted parties.

19. Contact Information

For questions about these Terms of Service, please contact:

Voice Office

Milton, Ontario, Canada

General Inquiries: contact@voiceoffice.ca

Privacy Inquiries: privacy@voiceoffice.ca

Website: voiceoffice.ca