

GENERAL TERMS AND CONDITIONS OF USE AND SALE – VOLUBILE

In case of discrepancy, the French version shall prevail. French law and courts of Paris shall have jurisdiction

(Last updated: 01/09/2025)

These General Terms and Conditions of Use and Sale (hereinafter "T&Cs/T&Cs") govern access to and use of the Volubile platform as well as the contractual conditions applicable to the services offered. They constitute a contract between Volubile, operated by WEENGAGE, and any person accessing or using the platform. Any account creation or use of the Services implies unreserved acceptance of these T&Cs/T&Cs.

1. Legal Information

The Platform is operated by WEENGAGE under the trade name Volubile (hereinafter "Volubile"). Simplified joint-stock company, with a capital of €35400, registered with the Créteil Trade and Companies Register under number 979 506 714 Registered office: 41 rue Charles Tellier 9400 Vitry-sur-Seine. Represented by Stéphanie Delestre duly authorised.

Contact : contact@volubile.ai

Intra-community VAT number: FR20979506714

2. Definitions

For the interpretation of these T&Cs/T&Cs:

1. **"Platform"**: refers to the Volubile.ai website, the services for creating, testing and deploying AI voice agents, the API interfaces, the documentation and the associated applications.
2. **"User"**: any person accessing the Platform, whether a visitor, a customer or a developer.
3. **"Customer"**: a natural or legal person who holds an account and has subscribed to a paid or free offer.
4. **"Prompt"**: instruction , message or text provided by the Customer or User to define the behaviour and responses of a voice agent or artificial intelligence model. Prompts can include questions, instructions, scripts, or any wording intended to guide the production of AI-generated content.
5. **"Service" or "Services"**: all the functionalities offered by Volubile: creation and configuration of voice agents, provision of call numbers, integrations (CRM, webhooks, third-party tools), hosting of conversations, analysis and reporting tools, billing of call minutes or messages, etc.

6. **"User Content"**: data, text, scripts, prompts, recordings, transcripts or any other content provided or generated by the User via the Platform.
7. **"AI-generated content"**: responses, messages, and dialogues produced by the voice agents or AI models used by Volubile.
 - **"T&Cs/T&Cs"**: this document governing the Terms of Use (T&Cs) and the Terms of Sale (T&Cs) of the Services.

3. Purpose and Scope

The purpose of these T&Cs/T&Cs is to define the terms and conditions of access and use of the Platform as well as the terms and conditions of sale of the Services, in particular the billing of calls, subscriptions or paid modules. They apply to anyone using the Platform.

Any account creation or use of the Service implies unreserved acceptance of these T&Cs/T&Cs.

Volubile reserves the right to change the list of Services it sells, to add and/or modify Services, without the User and/or the Client being able to claim any compensation. More specifically, Volubile reserves the right to add features to those of its Platform. Volubile will then inform the User and/or the Client.

These T&Cs/T&Cs apply, without restriction or reservation, to all the Services it markets. Unless expressly and previously agreed by Volubile, these conditions apply to the exclusion of all other conditions, and particularly those applicable to other marketing channels. These T&Cs/T&Cs are accessible at any time on Volubile.ai and will prevail, if applicable, over any other version or any other contradictory document. Unless proven otherwise, the data recorded by Volubile constitutes proof of all transactions.

4. Acceptance and Modification of the T&Cs/T&Cs

The T&Cs/T&Cs can be consulted online on the Volubile.ai website.

When creating a user account on the Volubile.ai website, the User must accept these T&Cs/T&Cs.

These T&Cs/T&Cs apply to all contractual relations between Volubile and the User and/or the Client, unless expressly agreed.

Volubile reserves the right to modify and develop these T&Cs/T&Cs at any time. They will be modified and immediately put online on Volubile.ai. All amendments, including legislative or regulatory measures, will come into force immediately and without reservation.

When each modification of these T&Cs/T&Cs, other than those resulting from legislative or regulatory measures, Volubile will notify the User and/or the Client via his/her account or by email, inviting him/her to read the updated T&Cs/T&Cs and to accept the new version in force within 30 (thirty) days. After this period, continued use of the Services will constitute acceptance of the amended T&Cs/T&Cs. Other changes will take effect immediately upon their posting on Volubile.ai but will not be applicable to orders validated prior to said

modification by the User and/or the Customer and only during the current year of the contract.

If the User and/or the Client refuses to sign the new T&Cs/T&Cs in force, Volubile may suspend access to the User's account and terminate the contract with the Client.

However, these T&Cs/T&Cs are made available to the Client via a hypertext link on Volubile.ai for information purposes only.

The Client has the right to download and save the said General Terms and Conditions from the Volubile.ai website, these operations being his sole responsibility. As the document downloaded and saved in this way is subject to modification by Volubile, it can in no way be authentic. Only the version of the General Terms and Conditions signed by the Client will be valid and will have authority between the Parties.

5. Access to the Platform and Account Creation

Access to the Platform requires that the User first have an Internet connection under his or her sole direction and responsibility. Thus, the User must ensure the compatibility of his computer installation and equipment with the Platform.

The User acknowledges that he or she is aware of the risks associated with the Internet and that the exchange of data circulating on the Internet is relatively reliable and is therefore not protected, against the risks of misappropriation and hacking.

It also acknowledges that the technical performance of the Internet, as well as the time to consult, query or transfer information is variable and random and is not the responsibility of Volubile. The User alone assumes all costs claimed by the Internet service provider and related to the Internet connection to access the Volubile Platform.

Volubile strives to ensure the availability of the Platform 24/7. However, access to the Platform may be interrupted by phenomena external to Volubile or in the context of maintenance, upgrades or updates, emergency repairs, or because of circumstances beyond Volubile's control.

Access to certain features requires the creation of an account. The User must be of legal age, have legal capacity and, if he represents a company, have the necessary powers to bind it. When creating an account, the User undertakes to provide accurate, complete and up-to-date information. He is responsible for the confidentiality of his identifiers, the information contained in his account and any use thereof. The User undertakes to inform Volubile without delay and in writing of any modification of the information concerning him and/or having an impact on the use of the Platform and the Services

The Platform cannot be held liable in the event of unauthorised access resulting from negligence on the part of the User.

Login credentials to the Platform are not transferable, for any reason, to a third party.

6. Description of the Services

The Platform makes it possible to:

1. **Create and configure AI voice agents:** define multilingual prompts, choose natural language processing models and synthetic voices, configure scenarios and workflows (tree structure, conditions, external API calls, call transfers, send emails or SMS, make appointments, etc.).
2. **Host and run these agents** during phone conversations or via a web/SMS widget; route outgoing or incoming calls using dedicated numbers or SIP gateways; ability to record and transcribe calls according to the parameters chosen by the Customer.
3. **Manage call or message campaigns:** import contact lists (in compliance with the regulations on cold calling), schedule calls, monitor progress and analyse results.
4. **Integrate third-party tools** (CRM, calendars, payment services, Slack, etc.) via connectors or webhooks, store secrets, and call external APIs.
5. **Access analytics tools:** call tracking dashboards (answer rates, durations, costs, resolution rates, etc.), conversation analysis, information citation, and variable extraction to feed third-party systems.
6. **Multi-account management** and access rights: creation of sub-accounts or workspaces with differentiated rights and the possibility of separate invoicing.
7. **Advanced features:** dialling customization (number pool, custom call ID), number blocking, persistent memory options to track context from session to session, code customization options (custom code nodes), SSO, depending on offerings, and GDPR/SOC2/HIPAA compliance.

7. Obligations of the User

7.1 Fair and Lawful Use

The User undertakes to use the Platform and the Services in accordance with their intended purpose and the laws and regulations in force. As such, he is prohibited from:

1. To misuse the Services for criminal, fraudulent, illegal, malicious purposes or purposes contrary to good morals and/or the rights of third parties;
2. To violate in any way the security rules specific to the operation of the Services;
3. Use the Services to make unsolicited telephone calls, in particular to promote products or services, unless the prior consent of the person contacted by telephone has been obtained;
4. Impersonate a third party or create a falsified account;
5. Violate the intellectual property rights of third parties;
6. Sending unsolicited calls or messages or cold calling without complying with legal obligations (Bloctel list, GDPR, TCPA, etc.);
7. Extract or attempt to extract source codes or disrupt the operation of the Platform;
8. Obtain or attempt to gain unauthorized access to other accounts, computer systems or networks connected to the Platform;
9. Use automated means to access the Platform and/or Services without authorization from Volubile;

10. Collect or transmit information without consent;
11. Use the Services for any defamatory, harassing, abusive or threatening purpose;
12. Transmit viruses or other malicious code.

In addition, call recordings and transcripts should be used only for quality monitoring and service improvement. Users and Clients may choose to save such recordings and transcripts at their own risk. They must also make sure to inform their interlocutors that the transcript of their words will be saved, in order to comply with the legislation in force.

Any disclosure of exchanges falling within the scope of the secrecy of correspondence is the responsibility of the User. In the event of disclosure and violation of said secrecy, Volubile will not be held liable.

In the event of unfair and/or illicit use of the Platform and in breach of these terms and conditions, Volubile reserves the right to remove content and in the event of repeated violations, Volubile may terminate the account.

7.2 Regulatory Compliance

The Client and/or the User is solely responsible for compliance with applicable legislation (regulations on personal data, consumer law, telephone regulations, consumer protection, obligations relating to advertising calls). It is the responsibility of the Client and/or the User to obtain the consent of the recipients before any use of their data or canvassing. It is responsible for:

1. obtain the explicit consent of the persons contacted before any call or automated message;
2. check opposition lists (e.g. Bloctel) and refrain from contacting the numbers registered;
3. to inform recipients of the possibility of no longer receiving automated calls (opt-out) and to implement unsubscribe requests;
4. to comply with the authorised hours and any reporting obligations.

Volubile declines all liability in this regard.

7.3 Recordings and Transcripts

Calls and exchanges made via the Platform may be **recorded and transcribed** in order to ensure the proper execution of the Service and to improve AI models. Unless opt-out requested by the Client, the Client authorises Volubile to record and transcribe conversations for the following purposes:

1. to provide the Service and make the recordings available to the Customer;
2. improve and train Volubile's internal models, subject to data anonymization and aggregation;
3. Produce usage statistics and reports.

Recordings and transcripts are kept for the time strictly necessary for these purposes and destroyed at the end of the period agreed in the privacy policy. The Customer may choose to

disable the recording; He then remains solely responsible for the consequences (loss of evidence, impossibility of reproducing the conversations). It is the responsibility of the Client to inform its interlocutors of the existence of this recording and to obtain their consent when required by law.

7.4 User Content and License

The Client guarantees that it has all rights to the User Content that it provides or generates via the Platform. By transmitting User Content, the Client grants Volubile, for the legal term of protection and for the entire world, a non-exclusive, free and transferable license for the sole purpose of hosting, storing, processing, reproducing and analysing this Content for the purposes of providing, improving and securing the Service. The Client remains the owner of its User Content and Volubile undertakes not to sell it to third parties.

7.5 AI-Generated Content

Volubile and/or its licensors remain the owners of all intellectual property rights attached to the artificial intelligence models, voice agents and their architecture. Customer is granted a **personal, non-exclusive, non-transferable license** to use the AI-Generated Content in connection with its own business and for the duration of the Agreement. Any reproduction, distribution, sale, or creation of derivative works from the Generated Content is strictly prohibited without the written permission of Volubile.

8. Intellectual Property

The Volubile brand, the general structure of the Platform and its components, the software, source codes, texts, images, videos and, more generally, all the original elements making up the Platform are protected by intellectual property laws and remain the exclusive property of Volubile.

Any reproduction, representation, adaptation, total or partial extraction of data, loan, exchange, transfer to another medium, modification, adaptation, arrangement, transformation, commercial exploitation, or not, of all or part of the Platform without the prior written authorization of Volubile is prohibited. In such a case, Volubile reserves the right to take legal action against the perpetrator of such violation and to seek damages for the damage suffered, in addition to the immediate cessation of such violation, subject to a penalty payment.

9. Processing of Personal Data

Volubile attaches the greatest importance to the respect of privacy and the protection of Users' personal data. Thus, Volubile undertakes to comply with the applicable regulations (GDPR), to implement appropriate measures to ensure the protection of personal data and to

process and use such data in compliance with the applicable provisions and in particular European Regulation 2016/679 of 27 April 2016 and Law No. 78-17 of 6 January 1978 as amended known as the "Data Protection Act".

Volubile acts primarily as a data processor on behalf of its Clients. Volubile can also use certain data (calls, transcripts) to improve its internal models by applying anonymization techniques.

The data is subject to computer processing by Volubile acting as data controller, the purpose of which is provided for in the Personal Data Processing Policy, available on the Volubile website.

The data is kept for the time strictly necessary to achieve the purposes.

All natural persons have the right to access, rectify, erase, portability of data as well as to limit and oppose the processing and to organize the fate of their data after their death. These rights may be exercised in accordance with the terms and conditions set out in the Privacy Policy.

In the event of exercising the right to object, all communication with the user (excluding the management of his account) will cease.

For complete information on data processing, please refer to the personal data processing policy available on the Volubile website.

10. Responsibility for the Use of the Platform

The Platform is provided on an "as is" and "as available" basis. No express or implied warranty is provided as to its operation, fitness for a particular purpose, or error-free.

Volubile shall not be held liable and to compensate the User and/or the Client for the loss and/or destruction of its data or files, which it is the responsibility of the User and the Client to back up.

11. Suspension and Termination

Volubile reserves the right to suspend or terminate any account in the event of non-compliance with the T&Cs/T&Cs, suspicion of fraudulent or illicit use, or at the request of a competent authority. The User and/or the Client may terminate their account at any time by sending a request via their space or by email. Termination will result in the deletion of access to the Service and data after a retention period specified in the Privacy Policy.

12. Orders and Subscriptions for Volubile's Services

The Client places an order via his personal space or via a quote depending on the specificity of the Services ordered and according to the specified indication.

The sale of the Services is only complete after express and written acceptance of the Client's order by Volubile, materialised by the sending of a confirmation email to the Client.

For orders placed exclusively on the Platform, the order is placed when the Client accepts these General Terms and Conditions of Sale by ticking the box provided for this purpose and validates his order. The Client can check the details of his order, its total price and to correct any errors before confirming his acceptance.

This validation implies acceptance of all of these General Terms and Conditions of Sale and constitutes proof of the sales contract. The Client therefore acknowledges that by accepting these T&Cs/T&Cs, it is contractually bound to Volubile and undertakes to comply with all its stipulations.

In addition, the data recorded in Volubile's computer system constitutes proof of all transactions concluded with the Client.

13. Duration, Suspension and Termination of Subscriptions

Subscriptions are concluded for the initial term chosen (monthly or annual) and are tacitly renewed for equivalent periods, unless terminated by one of the parties 1 month before the end of the term. The Client may terminate its subscription at any time by sending a request via its space or by e-mail; the termination takes effect at the end of the current period + 1 month. In the event of a serious breach (non-payment, illicit use), Volubile may suspend or terminate the subscription immediately, upon notification.

14. Rates and Payment Methods

Volubile's offers can be free or paid (monthly/annual subscription, pay-as-you-go, additional modules). Rates are indicated in euros excluding taxes (and including VAT when they apply). They include:

1. **Communication costs:** billed by the minute for calls or by the unit for messages/SMS/Chat, variable according to the destination or the volume consumed;
2. **Subscriptions:** giving access to advanced features (dedicated numbers, persistent memory, advanced reports, extended storage);
3. **Additional costs:** e.g., purchase of phone numbers, integration of third-party tools, etc.

The prices in force can be consulted on the "Prices" page of the site. The Platform reserves the right to modify them at any time, but the services already invoiced will remain at the rate applied at the time of the order.

Payments are made by direct debit, credit card, bank transfer or any other means offered on the Platform. The amount of the subscriptions is debited periodically according to the chosen formula; Consumption is billed at the end of the cycle or deducted from a prepaid credit.

In the event of late payment and payment of the sums due by the Client beyond the deadline set, and after the payment date appearing on the invoice sent to the latter, late payment penalties calculated at the annual rate of 2 times the legal interest rate of the amount

including VAT of the price of the Services appearing on the said invoice, will be automatically and automatically acquired by Volubile, without any formality or prior formal notice.

The sums paid are definitively acquired and non-refundable, unless there is a mandatory provision of the law or a special case agreed in writing with Volubile customer service. In the event of a permanent discontinuation of the Service by Volubile, a pro-rata refund of the unused service may be offered.

Volubile reserves the right to suspend or terminate any account or subscription:

1. in the event of non-compliance with the T&Cs/T&Cs;
2. in the event of fraudulent or unlawful use of the Services;
3. in the event of non-payment on the due date;
4. at the request of a competent authority.

Suspension or termination does not entitle the holder to a refund of the sums already paid. Termination will result in the deletion of access to the Services and the deletion of data after a retention period defined in the Privacy Policy.

15. Right of Withdrawal

1. **Consumer customers:** in accordance with Article L22128 of the Consumer Code, the right of withdrawal cannot be exercised for services that are fully performed before the end of the withdrawal period and whose performance has begun after prior express agreement and clear waiver of the consumer's right of withdrawal. By registering and using the Service immediately, the Client acknowledges and accepts that the performance begins and waives its right of withdrawal.
2. **Business customers:** no right of withdrawal applies.

16. Terms and Conditions of Delivery of the Services

The Services are provided online and accessible as soon as the account is created or the order is validated or, failing that, according to a schedule agreed between the Parties and provided for in the acceptance of the order. No physical media is shipped.

In the absence of reservations or complaints expressly expressed by the Client upon receipt of the Services, they shall be deemed to be in conformity with the order, in quantity and quality.

The Client will have a period of 48 hours from the provision of the Services to issue, in writing, such reservations or complaints, with all the related supporting documents, to Volubile. No claim can be validly accepted in the event of non-compliance with these formalities and deadlines by the Client.

In the event of a specific request from the Client concerning the terms and conditions of delivery of the Services, duly accepted in writing by Volubile, the related costs will be subject to a specific additional invoicing, based on a quote previously accepted by the Client.

17. Liability and Warranty

Volubile guarantees, in accordance with the legal provisions, the Client, against any lack of conformity of the Services and any hidden defect, resulting from a defect in the design or provision of the said Services, to the exclusion of any negligence, fault of the Client or any conduct or action of the latter contrary to Volubile's recommendations and rules of use of the Services and the Platform.

Volubile is only bound by an obligation of means in the provision of its Services to Clients.

Volubile can only be held liable in the event of proven fault or negligence and is limited to direct damage to the exclusion of any indirect damage of any kind whatsoever.

In order to assert its rights, the Client must, under penalty of forfeiture of any action relating thereto, inform Volubile, in writing, of the existence of the defects within a maximum period of 10 days from their discovery.

Volubile will rectify or have rectified, at its exclusive expense, according to the appropriate terms and conditions approved by the Client, the Services deemed defective.

In any event, if Volubile is held liable, its guarantee will be limited to the amount excluding tax paid by the Client for the provision of the Services during the month (i.e. a period of 30 days) preceding the occurrence of the defect or malfunction making it impossible to use the Service normally.

When the Customer is a consumer located in the European Union, he or she benefits from the legal guarantee of conformity provided for in articles L2242512 et seq. of the Consumer Code for digital goods and services. Volubile is required to deliver a service that complies with the contract and to provide the necessary updates to maintain such compliance for the agreed duration. In the event of a lack of conformity, the Client may request compliance or, failing that, a reduction in the price or the termination of the contract in accordance with the legal conditions.

18. Unforeseeability and Exception of Non-Performance

These General Terms and Conditions of Sale expressly exclude the legal regime of unforeseeability provided for in Article 1195 of the Civil Code for all operations of Provision of Services to the Client.

Volubile and the Client therefore each waive the right to invoke the provisions of Article 1195 of the French Civil Code and the unforeseeability regime provided for therein, undertaking to assume its obligations even if the contractual balance is upset by circumstances that were unforeseeable at the time of the conclusion of the sale, even if their performance would prove excessively onerous, and to bear all the economic and financial consequences.

As an exception to the above, each of the Parties may raise a case of unforeseeability, as defined by Article 1195 of the Civil Code, in the event of an increase in costs relating to LLM

providers, telephone providers, hosting providers or energy providers. In one of these cases, the Parties undertake to organise a prior and mandatory attempt at conciliation within the framework of the Monitoring Committee.

In the event of the success of this conciliation and the renegotiation of this contract, the Parties will immediately establish a new agreement.

In the event of failure of the renegotiation, the most diligent party may apply to the judge for revision or rescission of this contract.

During the conciliation period and in the event of failure of the renegotiation, the performance of this contract will be suspended or arranged by mutual agreement between the Parties according to the circumstances that require it.

19. Exception of Non-Performance

It is recalled that pursuant to Article 1219 of the Civil Code, each Party may refuse to perform its obligation, even though it is due, if the other Party does not perform its obligation and if this non-performance is sufficiently serious, i.e., likely to call into question the continuation of the contract or to fundamentally upset its economic balance.

The suspension of performance shall take effect immediately, upon receipt by the defaulting Party of the notice of default sent to it for this purpose by the defaulting Party indicating the intention to apply the objection of non-performance as long as the defaulting Party has not remedied the failure to comply with the notice of non-performance, served by registered letter with acknowledgement of receipt or on any other durable written medium allowing proof of dispatch to be provided.

This exception of non-performance may also be used as a preventive measure, in accordance with the provisions of Article 1220 of the Civil Code, if it is clear that one of the Parties will not perform its obligations by the due date and that the consequences of such non-performance are sufficiently serious for the Party that is the victim of the default.

This option shall be used at the risk and peril of the Party initiating the exercise. The suspension of performance shall take effect immediately, upon receipt by the Party presumed to be in default of the notification of the intention to apply the objection of preventive non-performance, until the Party presumed to be in default complies with the obligation for which a future breach is manifest, notified by registered letter with acknowledgement of receipt or on any other durable written medium allowing proof of dispatch to be provided.

20. Force Majeure

Neither party can be held liable in the event of non-performance or delay resulting from a case of force majeure as defined by French law or case law (strike, widespread internet cut, pandemic, etc.).

21. Assignment and Subcontracting

Volubile reserves the right to assign or transfer all or part of this agreement to any controlled or affiliated company, or to subcontract all or part of the Services, if it guarantees an equivalent level of service and respects data confidentiality. The Client may not assign or transfer the contract without the prior written consent of Volubile.

22. Termination of the Contract

In the event of non-compliance by either party with its contractual obligations, the contract may be terminated at the discretion of the injured party.

It is expressly understood that this resolution for breach of a party's obligations shall take place by operation of law seven (7) days after receipt of a formal notice to comply, which has remained, in whole or in part, without effect. The formal notice may be served by registered letter with acknowledgement of receipt or any extrajudicial document.

This formal notice must mention the intention to apply this clause.

It is expressly agreed between the Parties that the debtor of an obligation to pay hereunder shall be validly put in default by the sole exigibility of the obligation, in accordance with the provisions of Article 1344 of the Civil Code.

23. Complaints and Mediation

In the event of a dispute concerning the sale of the Services, the Consumer Customer is invited to contact Volubile's customer service to seek an amicable solution. If it is located in the European Union and no amicable solution is successful, the Client may use the consumer mediation service to which Volubile belongs free of charge or use the European online dispute resolution platform (<https://ec.europa.eu/consumers/odr/>).

24. Applicable Law and Jurisdiction

These T&Cs/T&Cs are subject to French law. In the event of a dispute relating to their interpretation or execution, and in the absence of an amicable agreement, the competent courts will be those designated by the Code of Civil Procedure. For consumer Clients, the protective rules of consumer law apply.