AHOLLER.AI

TERMS OF SERVICE

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AI WORLD LLC

1770 S Young Circle, Suite 1216

Hollywood, FL 33020, USA

Website: https://aholler.ai

These Terms of Service ("Terms") constitute a legally binding agreement between you, or the business or organization you represent ("Customer", "you", or "your"), and AI WORLD LLC, a Florida limited liability company doing business as Aholler.ai ("Aholler", "we", "us", or "our").

These Terms govern your access to and use of the Aholler.ai website, AI voice agents, telephone services, answering services, call routing, appointment scheduling, messaging, telephone numbers, call recording, transcription, summaries, analytics, integrations, APIs, widgets and related products and services collectively referred to as the “Services.”

BY CREATING AN ACCOUNT, CLICKING “I AGREE,” PURCHASING A PLAN, ACTIVATING A TELEPHONE NUMBER OR AI AGENT, OR OTHERWISE USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO THESE TERMS.

If you use the Services on behalf of a company or other legal entity, you represent that you have authority to bind that entity. If you do not agree to these Terms, do not use the Services.

1. BUSINESS USE

Aholler is intended primarily for commercial and business use.

By using the Services, you represent and warrant that:

- you are at least 18 years old;
- you have legal capacity to enter into these Terms;
- you are using the Services primarily for business or commercial purposes;
- you have authority to bind your organization, if applicable;
- information supplied to Aholler is accurate and complete; and
- your use complies with applicable laws and regulations.

Nothing in these Terms excludes rights that applicable law does not permit the parties to waive.

2. THE SERVICES

Aholler provides AI-powered communication and business-assistance technology that may include:

- answering inbound telephone calls;
- AI-generated voice conversations;
- call routing and transfers;
- message taking;
- lead intake and qualification;
- answering customer questions;
- appointment scheduling, rescheduling and cancellation;
- appointment reminders;
- outbound follow-up communications;
- SMS or other messaging;
- call recording;
- transcription;
- AI-generated call summaries;
- analytics and reporting;
- website widgets;
- telephone numbers;
- CRM and calendar integrations;
- APIs and webhooks; and
- other features made available from time to time.

Features may depend on the Customer’s plan, jurisdiction, telecommunications provider, integrations and availability. Aholler may add, modify, replace, suspend or discontinue features.

3. ARTIFICIAL INTELLIGENCE NOTICE

The Services use artificial intelligence, automated decision systems, speech recognition, synthesized voices, machine learning and language models.

ARTIFICIAL INTELLIGENCE IS NOT INFALLIBLE.

AI systems may:

- misunderstand callers;
- misunderstand accents or background noise;
- misunderstand Customer instructions;
- provide incorrect or incomplete information;
- generate information not supplied by Customer;
- misunderstand names or contact details;
- misinterpret dates or times;
- incorrectly schedule, modify or cancel appointments;
- create duplicate appointments;
- fail to transfer a call;
- transfer a call incorrectly;
- fail to recognize urgency;
- produce inaccurate transcripts or summaries;
- experience delays;
- fail to complete requested actions; or
- otherwise behave differently from a human receptionist.

Customer acknowledges and accepts these inherent limitations. Customer is responsible for determining whether AI automation is appropriate for its business and for maintaining appropriate human oversight, verification, escalation procedures and backup systems.

4. NO GUARANTEE OF AI OUTPUT

Aholler does not guarantee the accuracy, completeness or reliability of AI-generated information. Customer must independently verify information where accuracy is material. Aholler is not responsible for business decisions or actions taken in reliance upon AI-generated responses, transcripts, summaries, classifications or actions.

5. NO AUTHORITY TO BIND CUSTOMER

Unless Customer specifically configures and authorizes such authority, an Aholler AI agent does not have authority to:

- enter into contracts;
- modify contractual terms;
- guarantee prices;
- guarantee product or service availability;
- issue refunds;
- waive fees;
- grant discounts;
- admit liability;
- create warranties;
- settle disputes; or
- otherwise legally bind Customer.

Information communicated by an AI agent concerning pricing, availability, estimates, promotions, appointments, refunds or policies remains subject to Customer verification. Customer remains responsible for all transactions involving its business.

6. CUSTOMER-PROVIDED INFORMATION

Customer is responsible for the accuracy, legality and completeness of information supplied to Aholler, including:

- business information;
- products and services;
- prices;
- operating hours;
- policies;
- calendars;
- appointment availability;
- FAQs;
- scripts;
- AI instructions and prompts;
- routing instructions;
- promotions;
- refund policies;
- disclaimers;
- regulatory disclosures; and
- integration data.

Aholler is not responsible for errors resulting from inaccurate, outdated, incomplete or ambiguous Customer information. Customer should test its AI agent prior to production deployment and periodically review its performance.

7. CUSTOMER'S BUSINESS RESPONSIBILITIES

Aholler provides communications technology and does not become a party to transactions between Customer and callers. Customer remains solely responsible for:

- Customer's products and services;
- prices;
- fulfillment;
- professional services;
- licenses;
- taxes;
- warranties;
- representations;
- refunds;
- consumer obligations;
- appointment fulfillment;
- customer disputes; and
- regulatory compliance applicable to Customer's business.

8. AI DISCLOSURES

Customer is responsible for determining whether callers must be informed that they are communicating with an AI or automated system. Where required by law, Customer shall provide appropriate disclosure. Aholler may provide suggested disclosure language, but such language is provided as a convenience and does not constitute legal advice.

9. CALL RECORDING AND TRANSCRIPTION

The Services may record, monitor, transcribe, summarize and analyze communications. Recording and monitoring laws differ by jurisdiction. Some jurisdictions require one-party consent while others require consent or disclosure involving all participants.

Customer is responsible for determining and complying with all applicable recording and monitoring laws. Where required, Customer must disclose that communications may be:

- recorded;
- monitored;
- transcribed;
- summarized;
- processed by artificial intelligence; and
- processed by Aholler and its service providers.

Customer is responsible for configuring any legally required recording disclosure.

10. CANADIAN PRIVACY AND RECORDING OBLIGATIONS

Customers handling personal information concerning individuals in Canada must comply with applicable Canadian privacy laws, including where applicable:

- the Personal Information Protection and Electronic Documents Act (“PIPEDA”);
- Alberta’s Personal Information Protection Act;
- British Columbia’s Personal Information Protection Act;
- Quebec privacy legislation;
- applicable health privacy legislation; and
- other applicable federal or provincial laws.

Customer is responsible for identifying the purposes of recording and processing and obtaining any legally required consent.

11. UNITED STATES RECORDING OBLIGATIONS

Telephone recording laws vary among U.S. states. Customer is responsible for determining applicable requirements based on the locations of the Customer and callers and for obtaining any legally required notice or consent.

12. PRIVACY RESPONSIBILITIES

Customer may provide Aholler with personal information relating to its customers, prospects, employees and other individuals. Customer represents that it has appropriate legal authority to:

- collect such information;
- provide it to Aholler;
- instruct Aholler to process it; and
- use information obtained through the Services.

For Customer-controlled personal information, Aholler generally operates as a service provider or processor acting on Customer’s instructions. Customer generally remains responsible for determining the purposes for which such information is processed. Additional obligations are described in the Aholler Privacy Policy and, where applicable, a Data Processing Agreement.

13. CROSS-BORDER DATA PROCESSING

Aholler is operated by a U.S. company. Customer acknowledges that personal information may be processed or stored in the United States or other jurisdictions in which Aholler or its subprocessors operate. Information processed outside Canada may be subject to lawful access by courts, law-enforcement agencies or national-security authorities in those jurisdictions. Aholler will use contractual, organizational and technical measures reasonably designed to protect personal information processed by service providers.

14. REGULATED AND SENSITIVE INFORMATION

Unless Aholler expressly agrees otherwise in writing, Customer must not assume that the Services satisfy specialized compliance regimes including:

- HIPAA;
- PCI DSS;
- financial-services compliance regimes;
- government classified-information standards; or
- similar specialized requirements.

Customer must obtain Aholler's written confirmation before processing information requiring specialized contractual or technical safeguards.

15. HIGH-RISK USE

The Services must not be relied upon as the sole mechanism for:

- medical diagnosis or treatment;
- legal advice;
- tax advice;
- investment recommendations;
- securities transactions;
- lending or credit decisions;
- insurance underwriting;
- employment decisions producing significant legal effects;
- government-benefit determinations; or
- similarly high-risk decisions.

Customer remains responsible for qualified professional supervision.

16. EMERGENCY SERVICES

AHOLLER IS NOT AN EMERGENCY COMMUNICATIONS SERVICE.

The Services are not a substitute for:

- 911;
- emergency dispatch;
- police;
- fire services;
- ambulance services;
- medical emergency services;
- crisis lines; or
- suicide-prevention services.

Aholler does not guarantee that an AI agent will recognize or appropriately escalate an emergency. Businesses receiving potentially urgent communications must maintain independent emergency procedures.

17. OUTBOUND CALLS, CONSENT AND DO-NOT-CALL COMPLIANCE

Customers who use Aholler to initiate outbound telephone calls, AI-generated voice calls, follow-up calls, appointment reminders, marketing calls, lead-generation calls, SMS messages or other outbound communications are solely responsible for ensuring that such communications comply with all applicable laws and regulations.

Customer represents and warrants that it has all legally required rights, permissions and consents before instructing Aholler to initiate any outbound communication. Aholler provides communications technology and compliance-support features, but does not independently determine whether a particular recipient may lawfully be contacted.

17.1 United States

For calls or messages to recipients in the United States, Customer is responsible for compliance with all applicable federal and state requirements, including where applicable:

- the Telephone Consumer Protection Act (“TCPA”);
- Federal Communications Commission (“FCC”) rules;
- Federal Trade Commission (“FTC”) Telemarketing Sales Rule;
- National Do Not Call Registry requirements;
- applicable state do-not-call laws;
- applicable state telemarketing laws;
- artificial or prerecorded voice requirements;
- consent and consent-revocation requirements;
- permitted calling hours;
- caller-identification requirements;
- automated opt-out requirements; and
- applicable text-messaging and commercial communication laws.

Customer acknowledges that AI-generated or synthesized voices may be treated as artificial or prerecorded voices under applicable U.S. law. Where prior express consent, prior express written consent or another legally required form of consent applies, Customer must obtain and retain legally sufficient evidence of such consent before instructing Aholler to place the communication. Customer must promptly honor lawful revocation, opt-out and do-not-call requests.

17.2 Canada

For calls or messages to recipients in Canada, Customer is responsible for compliance with all applicable requirements, including where applicable:

- CRTC Unsolicited Telecommunications Rules;
- National Do Not Call List (“National DNCL”) requirements;
- internal do-not-call requirements;
- Telemarketing Rules;
- Automatic Dialing-Announcing Device (“ADAD”) Rules;
- caller-identification requirements;
- permitted calling hours;
- applicable consent requirements; and
- Canada’s Anti-Spam Legislation (“CASL”) for applicable commercial electronic messages.

Where Aholler’s automated, synthesized or AI-generated voice functionality constitutes an ADAD or otherwise requires express consent under applicable Canadian law, Customer must obtain valid express consent before initiating the call. Customer is responsible for registering with, subscribing to and properly using the National DNCL where legally required.

17.3 Do-Not-Call and Suppression Lists

Customer must maintain and honor all legally required internal do-not-call and suppression lists. Customer must not knowingly instruct Aholler to contact a telephone number where:

- the recipient has withdrawn or revoked consent;
- the recipient has requested not to be called;
- the number appears on an applicable do-not-call list and no lawful exemption or valid consent applies;
- the number has otherwise been suppressed;
- applicable calling-hour restrictions prohibit the communication; or
- the communication would otherwise violate applicable law.

Where Aholler receives or detects a clear request such as “do not call me again,” “stop calling,” “remove me,” or substantially similar language, Aholler may record or process the request and may add the applicable number to Customer’s suppression list. Customer is responsible for ensuring that opt-out and do-not-call requests are also synchronized with Customer’s CRM, marketing, calling and other communication systems.

17.4 Consent Records

Where consent is required, Customer must maintain sufficient evidence of that consent. Such evidence should include, where applicable:

- telephone number;
- identity of the individual;
- date and time consent was obtained;
- method by which consent was obtained;
- wording or disclosure presented at the time consent was obtained;
- scope and purpose of consent;
- applicable business, campaign or communication type;
- source of the consent; and
- any subsequent revocation or withdrawal.

Aholler may require Customer to provide evidence of consent at any time. Failure to provide satisfactory evidence may result in restriction, suspension or termination of outbound functionality.

17.5 Calling Lists

Customer is solely responsible for the legality and source of telephone numbers and contact lists uploaded to or used with Aholler. Customer shall not use Aholler with:

- unlawfully obtained contact lists;
- scraped telephone numbers where use would violate applicable law;
- purchased lists lacking legally sufficient rights or consent;
- lists obtained through fraud or deception; or
- contact data known to be subject to an applicable suppression or do-not-call restriction.

Aholler does not independently verify that every telephone number supplied by Customer may lawfully be contacted.

17.6 Calling Hours and Frequency

Customer is responsible for ensuring that outbound communications occur only during legally permitted hours applicable to the recipient’s jurisdiction. Customer is also responsible for complying with any legally applicable limits concerning:

- call frequency;
- repeat calling;
- abandonment rates;
- prerecorded or automated calls; and
- repeated marketing communications.

Aholler may implement technical limits intended to reduce the risk of unlawful calling but does not guarantee that such controls satisfy every applicable law.

17.7 Business-to-Business Calls

Customer acknowledges that business-to-business calls may be subject to different rules from consumer calls depending upon the jurisdiction. An exemption from one requirement, including a National Do Not Call requirement, does not necessarily exempt Customer from telemarketing rules, identification requirements, artificial or prerecorded voice rules, consent requirements, calling-hour restrictions or other applicable laws. Customer remains responsible for determining whether a claimed business-to-business exemption applies.

17.8 Appointment Reminders, Requested Callbacks and Service Calls

Customer acknowledges that transactional, service, informational, appointment-reminder or requested-callback communications may be treated differently from marketing or solicitation communications under applicable law. Customer is responsible for correctly classifying the purpose of each campaign or communication and for satisfying the legal requirements applicable to that communication. Aholler does not guarantee that labeling a campaign as “service,” “transactional,” “informational” or similar causes it to qualify for any legal exemption.

17.9 SMS and Commercial Electronic Messages

If Customer uses Aholler to send SMS, text messages, emails or other commercial electronic messages, Customer is responsible for compliance with applicable laws governing such communications. For Canadian recipients, this may include CASL requirements relating to:

- consent;
- sender identification;
- contact information;
- unsubscribe mechanisms; and
- processing unsubscribe requests.

For U.S. recipients, Customer is responsible for applicable federal and state requirements concerning automated texts, marketing messages and commercial communications.

17.10 Aholler Compliance Controls

Aholler may implement technical or operational controls designed to reduce unlawful outbound communications, including:

- suppression lists;
- opt-out detection;
- consent-verification requirements;
- calling-hour restrictions;
- geographic restrictions;
- call-frequency limits;
- campaign limits;
- complaint monitoring;
- messaging restrictions; and
- account suspension.

Such controls are supplemental safeguards only. They do not transfer Customer’s legal compliance obligations to Aholler and do not constitute a representation that Customer’s campaign is legally compliant.

17.11 Customer Certification

Aholler may require Customer to certify before enabling or continuing outbound functionality that Customer:

1. has lawful authority to contact the intended recipients;
2. has obtained all required consents;
3. has checked applicable do-not-call requirements;
4. maintains legally required consent records;
5. will honor opt-out and revocation requests; and

6. will comply with applicable U.S., Canadian, federal, state and provincial telecommunications and privacy laws.

Customer must ensure that all certifications provided to Aholler are truthful and current.

17.12 Complaints and Regulatory Risk

Customer shall promptly cooperate with Aholler concerning complaints, carrier inquiries, regulatory investigations or other issues relating to Customer's outbound communications. Aholler may request:

- proof of consent;
- campaign scripts;
- consent language;
- source of contact lists;
- do-not-call records;
- opt-out records;
- campaign purpose; or
- other information reasonably necessary to assess compliance risk.

17.13 Suspension of Outbound Functionality

Aholler may immediately restrict, suspend or terminate outbound functionality if Aholler reasonably believes that:

- Customer is making unlawful communications;
- Customer is ignoring opt-out requests;
- Customer cannot demonstrate legally required consent;
- Customer is circumventing do-not-call requirements;
- Customer is using unlawfully obtained calling lists;
- Customer is generating excessive complaints;
- a carrier or service provider has identified Customer's activity as abusive, fraudulent or non-compliant;
- a regulator or governmental authority raises a compliance concern; or
- continued activity creates material legal, regulatory, carrier, security or reputational risk to Aholler or its service providers.

Such suspension does not relieve Customer of amounts already incurred.

17.14 Customer Responsibility

Customer remains solely responsible for:

- the legality of its outbound campaigns;
- the source and lawfulness of its contact lists;
- consent;
- consent documentation;
- calling purpose;
- do-not-call compliance;
- suppression-list management;
- scripts and representations;
- calling hours;
- opt-out processing; and
- regulatory compliance.

Aholler does not provide legal advice and does not guarantee that any campaign, calling list, consent record, disclosure or communication complies with applicable law.

18. ACCEPTABLE USE

Customer may not use the Services to:

- violate applicable law;

- commit fraud;
- impersonate another person without authorization;
- deceive or harass individuals;
- make unlawful robocalls;
- conduct unlawful telemarketing;
- send unlawful spam;
- conduct phishing;
- unlawfully obtain credentials;
- distribute malware;
- unlawfully spoof caller identification;
- unlawfully collect personal information;
- infringe intellectual-property rights;
- circumvent security controls;
- interfere with telecommunications networks;
- obtain unauthorized access to systems;
- reverse engineer the Services except where legally permitted;
- circumvent billing or usage controls;
- resell the Services without authorization;
- facilitate illegal goods or services; or
- expose Aholler or its providers to material legal, security or regulatory risk.

19. TELEPHONE NUMBERS

Telephone numbers may be supplied through third-party telecommunications providers. Unless expressly agreed otherwise, telephone numbers are licensed for use with the Services and are not sold to Customer.

Aholler does not guarantee continued availability of a particular number, successful number portability, particular caller-ID treatment, immunity from spam classification or uninterrupted carrier service. Number portability remains subject to applicable law and carrier procedures.

20. THIRD-PARTY SERVICES

Aholler may use third-party telecommunications carriers, AI providers, speech-recognition systems, cloud providers, payment processors, messaging providers, CRM systems, calendars, hosting providers and other technology vendors.

Customer authorizes Aholler to use such providers as reasonably required to operate the Services. Aholler may replace service providers without Customer approval. Aholler is not liable for third-party outages, API changes, carrier failures, message filtering, blocking, security incidents or acts or omissions outside Aholler's reasonable control.

21. THIRD-PARTY INTEGRATIONS

Customer authorizes Aholler to exchange information with integrations enabled by Customer. Customer represents that it has authority to grant the required access. Third-party services remain subject to their own terms and privacy policies. Aholler does not guarantee continued availability of an integration.

22. SERVICE AVAILABILITY

The Services may be temporarily unavailable because of maintenance, telecommunications outages, Internet failures, cloud failures, software errors, cyberattacks, provider outages, carrier congestion, regulatory action or circumstances outside Aholler's reasonable control. Unless separately agreed in a signed Service Level Agreement, Aholler does not guarantee any particular uptime.

23. ACCOUNTS AND SECURITY

Customer must maintain the confidentiality of account credentials. Customer is responsible for activity conducted through its account except to the extent caused directly by Aholler's breach of its obligations. Customer must promptly report suspected unauthorized access. Aholler may require authentication or security measures and may temporarily suspend accounts suspected of compromise.

24. PRICING AND BILLING

Customer shall pay applicable subscription fees, usage charges, usage units, phone-number fees, overage charges, optional-feature fees, setup fees, taxes and other charges disclosed at purchase. Current rates are displayed on the applicable pricing page, order form or account interface.

Unless there is manifest technical error, Aholler's usage records control for billing purposes.

25. USAGE UNITS

Aholler may bill usage in units. The applicable unit-calculation methodology is displayed on the Aholler pricing page or applicable order form.

A connected call, started duration block or other activity may result in consumption of the applicable unit amount even where the communication does not produce a sale, appointment or other desired business outcome. Where a billing increment is based upon a started time interval, starting that interval may result in billing for the entire interval. Customer is responsible for monitoring usage.

26. SUBSCRIPTIONS AND AUTO-RENEWAL

Unless otherwise stated, recurring subscriptions automatically renew until cancelled. Customer authorizes Aholler or its payment processor to charge subscription fees, usage charges, overages, telephone-number fees, optional services and taxes to Customer's designated payment method.

27. UNUSED UNITS

Unless expressly stated otherwise, monthly included units expire at the end of the billing period, unused units do not roll over, unused units have no cash value, units are not transferable and unused units are not refundable.

28. PRICE CHANGES

Aholler may modify pricing, usage allowances or plans. Material changes applicable to existing recurring subscriptions will generally take effect in a future billing period after reasonable notice. Immediate changes may be made where reasonably necessary because of taxes, carrier costs, third-party provider costs, regulatory requirements, abuse or fraud.

29. TAXES

Customer is responsible for applicable sales tax, GST/HST, provincial tax, state tax, telecommunications assessments and similar governmental charges, excluding taxes based upon Aholler's net income.

30. REFUNDS

Except where required by law or expressly agreed otherwise:

ALL PAYMENTS ARE NON-REFUNDABLE.

Refunds or credits are not ordinarily available for unused subscription periods, unused units, unused telephone numbers, partial billing periods, unwanted incoming calls, spam calls, Customer configuration errors, unsuccessful business outcomes, AI mistakes, transcription errors, temporary outages, carrier issues or third-party service failures. Aholler may issue discretionary credits. Such credits do not create a precedent or continuing obligation.

31. PAYMENT FAILURE

If payment fails, Aholler may retry the payment, restrict Services, suspend Services, disable outbound functionality, suspend telephone numbers or terminate the account. Outstanding amounts remain payable.

32. BILLING DISPUTES AND CHARGEBACKS

Customer should notify Aholler promptly of disputed charges. To the extent legally permitted, Customer agrees to make reasonable efforts to resolve legitimate billing disputes with Aholler before initiating a chargeback. Fraudulent or abusive chargebacks may result in suspension or termination.

33. CUSTOMER CONTENT

“Customer Content” includes information provided by or on behalf of Customer, including instructions, prompts, scripts, business information, documents, website content, recordings, messages, caller information and other information processed through the Services.

As between Customer and Aholler, Customer retains its ownership rights in Customer Content. Customer grants Aholler and its service providers a worldwide, non-exclusive, royalty-free license to host, transmit, reproduce, transform and process Customer Content as reasonably necessary to provide, maintain, secure and support the Services. Customer represents that it has appropriate rights to provide Customer Content.

34. AI MODEL TRAINING

Unless Customer expressly opts in or otherwise agrees in writing, Aholler will not intentionally use Customer call recordings, transcripts or Customer Content to train generalized AI models for unrelated customers.

Aholler may use de-identified or aggregated technical and usage information to operate, secure, troubleshoot and improve the Services where permitted by applicable law. Third-party AI providers are subject to contractual and technical arrangements applicable to the Services.

35. RECORDINGS, TRANSCRIPTS AND SUMMARIES

Machine-generated transcripts and summaries may contain errors. Customer should not rely upon them as certified or verbatim legal records. Customer is responsible for independently retaining records it is legally required to preserve.

36. DATA RETENTION

Aholler may establish retention periods for recordings, transcripts, messages and other information. Customer is responsible for exporting information it wishes to retain. Following account termination or expiration of an applicable retention period, Aholler may delete Customer Content except where retention is reasonably required for law, security, fraud prevention, accounting, backup integrity, dispute resolution or defense of legal claims.

37. AHOLLER INTELLECTUAL PROPERTY

Aholler and its licensors retain all rights in software, user interfaces, APIs, technology, designs, workflows, documentation, trademarks, logos and proprietary functionality. Customer receives a limited, non-exclusive, non-transferable, revocable right to use the Services for its internal business purposes during the applicable subscription period.

38. FEEDBACK

Customer grants Aholler a perpetual, worldwide, irrevocable, royalty-free right to use suggestions, feature requests and feedback without restriction or compensation.

39. BETA FEATURES

Beta, preview and experimental features may contain errors, change without notice or be discontinued. Such features are provided “AS IS.” They should not be relied upon for mission-critical operations.

40. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.”

Aholler disclaims express, implied and statutory warranties including warranties of merchantability, fitness for a particular purpose, non-infringement, title, accuracy, reliability, availability and error-free operation.

Aholler does not warrant that the Services will always be available; every call will connect; every call will be answered; AI responses will be accurate; every caller will be understood; every appointment will be correct; every transcript will be accurate; every message will be delivered; every transfer will succeed; every integration will function; or the Services will produce any particular commercial result.

41. EXCLUSION OF CONSEQUENTIAL DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AI WORLD LLC AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOST PROFITS, LOST REVENUE, LOST BUSINESS, LOST CUSTOMERS, LOST LEADS, MISSED CALLS, MISSED APPOINTMENTS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOST OR CORRUPTED DATA OR COST OF SUBSTITUTE SERVICES, EVEN IF ADVISED THAT SUCH LOSS MAY OCCUR.

42. MAXIMUM LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF AI WORLD LLC AND ITS AFFILIATES ARISING FROM OR RELATING TO THE SERVICES OR THESE TERMS SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO AHOLLER DURING THE THREE MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY; OR (B) US $100.

This cap applies regardless of whether liability is asserted in contract, negligence, tort, statute, strict liability or another theory. Where applicable law prohibits a particular limitation, liability shall be limited to the maximum extent legally permitted.

43. ASSUMPTION OF AI AND TELECOMMUNICATION RISK

Customer expressly assumes risks associated with AI hallucinations, misunderstandings, incorrect answers, missed calls, incorrect transfers, failed transfers, scheduling errors, duplicate appointments, transcription errors, inaccurate summaries, Internet failures, carrier failures, cloud outages, blocked calls, spam classification, caller-ID problems and third-party integration failures.

44. INDEMNIFICATION

To the maximum extent permitted by law, Customer shall defend, indemnify and hold harmless AI WORLD LLC, its affiliates and their respective directors, officers, employees, agents, contractors, licensors and service providers from third-party claims, regulatory proceedings, investigations, penalties, damages, judgments, settlements, costs and reasonable attorneys' fees arising from or relating to:

7. Customer's use or misuse of the Services;
8. Customer Content;
9. Customer's products or services;
10. Customer instructions supplied to an AI agent;
11. Customer's violation of law;
12. Customer's violation of these Terms;
13. unlawful call recording;
14. failure to obtain required consent;
15. failure to provide required privacy or AI disclosures;
16. telemarketing activity;
17. outbound calls;
18. SMS or electronic messaging;
19. failure to honor opt-outs;
20. intellectual-property infringement caused by Customer Content;
21. Customer's relationship with its callers or customers; or
22. representations made through the AI agent based upon Customer information or authorization.

Customer may not settle a claim in a manner that admits wrongdoing by Aholler or creates obligations for Aholler without Aholler's written consent.

45. SUSPENSION

Aholler may immediately restrict or suspend Services where we reasonably believe Customer violated these Terms, activity may violate law, required consent cannot be demonstrated, Customer is engaged in fraud or abuse, payment is overdue, the account is compromised, network security is threatened, a carrier or provider requires suspension, or continued service creates material legal, technical or reputational risk.

46. TERMINATION

Customer may cancel its Services through a cancellation method made available by Aholler. Cancellation does not ordinarily result in a refund of prepaid amounts.

Aholler may terminate an account for material breach, unlawful conduct, fraud, abuse, non-payment, security risk or activity exposing Aholler to substantial legal or regulatory risk. Aholler may also discontinue the Services upon reasonable notice.

47. EFFECT OF TERMINATION

Upon termination, Customer's right to use the Services ends; accrued charges remain payable; telephone numbers may be released subject to portability rights; Customer should export data it wishes to retain; and

Customer Content may subsequently be deleted. Sections intended by their nature to survive termination remain effective.

48. FORCE MAJEURE

Aholler is not liable for delay or failure caused by circumstances outside its reasonable control, including natural disasters, severe weather, war, terrorism, civil unrest, governmental action, epidemics, strikes, power failures, Internet failures, telecommunications failures, carrier outages, cloud outages, cyberattacks, denial-of-service attacks or third-party AI-provider failures.

49. CHANGES TO THE SERVICES

Aholler may modify its AI providers, telecommunications carriers, models, APIs, architecture, integrations, functionality and service providers as reasonably necessary to maintain, develop or improve the Services.

50. CHANGES TO THESE TERMS

Aholler may update these Terms. The current version will display a revised effective date. Material changes may also be communicated by email, account notice or another reasonable method. Continued use after revised Terms become effective constitutes acceptance where legally permitted.

51. GOVERNING LAW

These Terms and disputes relating to them shall be governed by the laws of the State of Florida and applicable federal law of the United States, without regard to conflict-of-law principles. Mandatory laws that cannot legally be waived remain applicable. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

52. INFORMAL DISPUTE RESOLUTION

Before commencing arbitration or litigation, the complaining party shall provide written notice describing the dispute and requested relief. The parties shall attempt in good faith to resolve the matter for at least thirty days. This requirement does not prevent either party from seeking emergency injunctive relief.

53. BINDING ARBITRATION

PLEASE READ THIS SECTION CAREFULLY.

Except for claims eligible for small-claims court and claims seeking urgent injunctive relief concerning security, intellectual property or unauthorized use, disputes arising from or relating to these Terms or the Services shall, to the maximum extent legally permitted, be resolved through binding arbitration.

The arbitration shall be conducted by a single arbitrator; be conducted in English; be administered under the applicable commercial arbitration rules of the American Arbitration Association unless otherwise agreed; be governed by the Federal Arbitration Act to the extent applicable; permit remote proceedings where appropriate; and have its legal seat in Broward County, Florida, unless the parties agree otherwise. Judgment upon an arbitration award may be entered by any court having jurisdiction.

54. CLASS-ACTION WAIVER

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO BRING CLAIMS ONLY IN ITS INDIVIDUAL CAPACITY.

Neither party shall participate against the other as a plaintiff or class member in a purported class action, collective action, consolidated action or representative action, except where applicable law prohibits such waiver.

55. JURY-TRIAL WAIVER

TO THE EXTENT LEGALLY PERMITTED, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES THE RIGHT TO A JURY TRIAL ARISING FROM OR RELATING TO THESE TERMS OR THE SERVICES.

56. COURT VENUE

For disputes not subject to arbitration, and to the extent legally permitted, Customer irrevocably consents to exclusive jurisdiction and venue in the appropriate state or federal courts located in Broward County, Florida.

57. TIME LIMIT FOR CLAIMS

To the maximum extent permitted by applicable law, any claim relating to the Services must be commenced within one year after the claimant knew or reasonably should have known of the events giving rise to the claim. This provision does not apply where applicable law prohibits contractual modification of limitation periods.

58. EXPORT CONTROL AND SANCTIONS

Customer may not use the Services in violation of U.S., Canadian or other applicable economic sanctions, export-control laws, trade restrictions or similar regulations.

59. ASSIGNMENT

Customer may not assign these Terms without Aholler's written consent. Aholler may assign these Terms in connection with a merger, acquisition, restructuring, financing, sale of assets or transfer of the Aholler business.

60. INDEPENDENT CONTRACTORS

Customer and Aholler are independent contractors. Nothing in these Terms creates an employment, partnership, joint venture, franchise, fiduciary or agency relationship.

61. SEVERABILITY

If a provision is invalid or unenforceable, it shall be enforced to the maximum extent permitted or severed, and the remaining Terms remain effective.

62. WAIVER

Failure to enforce a provision does not waive the right to enforce it later.

63. ENTIRE AGREEMENT

These Terms together with the applicable Privacy Policy, Cookie Policy, Data Processing Agreement, pricing terms, order form and any separately signed agreement constitute the agreement relating to the

Services. A separately signed agreement expressly overriding these Terms controls to the extent of a conflict.

64. ELECTRONIC ACCEPTANCE

Customer agrees to conduct transactions electronically. Electronic acceptance has the same legal effect as a handwritten signature to the extent permitted by law. Aholler may retain records of the account accepting the Terms, date and time, IP address or session information, Terms version and acceptance event.

65. LEGAL NOTICES

Notices to Aholler may be sent to:

AI WORLD LLC
Attn: Legal
1770 S Young Circle, Suite 1216
Hollywood, FL 33020
USA

Email: legal@aholler.ai

66. ACKNOWLEDGEMENT

BY USING AHOLLER, CUSTOMER ACKNOWLEDGES THAT:

23. THE SERVICES USE ARTIFICIAL INTELLIGENCE;
24. ARTIFICIAL INTELLIGENCE MAY MAKE ERRORS;
25. TELECOMMUNICATIONS SERVICES MAY FAIL;
26. CUSTOMER IS RESPONSIBLE FOR ITS BUSINESS INFORMATION;
27. CUSTOMER IS RESPONSIBLE FOR CALL-RECORDING COMPLIANCE;
28. CUSTOMER IS RESPONSIBLE FOR OUTBOUND-COMMUNICATION CONSENT AND DO-NOT-CALL COMPLIANCE;
29. CUSTOMER HAS REVIEWED THE WARRANTY AND LIABILITY LIMITATIONS;
30. CUSTOMER ACCEPTS THE RISKS OF AI-BASED COMMUNICATION TECHNOLOGY; AND
31. CUSTOMER AGREES TO THESE TERMS.