

# Maskd LLC - Terms of Service

Last Updated: August 17th 2024.

Welcome to Maskd AI! These Terms of Service ("Terms") govern your access to and use of our AI-powered voice solutions, software, and services (collectively, the "Services"). By accessing or using our Services, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services.

## 1. Acceptance of Terms

By accessing or using the Services, you confirm that you have read, understood, and agree to be bound by these Terms and any additional terms and conditions that may apply to specific Services (e.g., pricing, service-level agreements). These Terms constitute a legally binding agreement between you and Maskd LLC ("Maskd AI").

## 2. Eligibility

The Services are available only to individuals and entities that can form legally binding contracts under applicable law. By using the Services, you represent and warrant that you are at least 18 years old and have the legal capacity to enter into this agreement. If you are using the Services on behalf of an organization, you represent and warrant that you have the authority to bind the organization to these Terms.

## 3. Services Provided

Maskd AI provides AI-powered voice solutions, including inbound and outbound call handling, CRM integration, appointment scheduling, real-time analytics, and multi-language support. The Services integrate with third-party platforms such as CRM systems, telephony providers, cloud services and more. By using the Services, you agree to comply with any third-party terms and conditions that apply to these integrations.

## 4 . Account Registration and Access

To access certain features of the Services, including the reports dashboard and the purchase of credits, Maskd AI will create an account on your behalf using the credentials provided by you. By providing these credentials, you confirm that the

information is accurate, current, and complete. You will receive access to the account once it has been created, and you are responsible for safeguarding the credentials provided to you by Maskd AI.

You are responsible for all activities or actions taken under your account, whether authorized by you or not. If you become aware of any unauthorized access or use of your account, you agree to notify Maskd AI immediately. Maskd AI will not be liable for any loss or damage arising from your failure to maintain the confidentiality of your account credentials.

## 5. Third-Party Services and Integrations

Maskd AI utilizes and integrates with third-party platforms and services to provide the Services. You acknowledge and agree that Maskd AI is not responsible for the availability, performance, or content of third-party services. Your use of third-party services is governed by their respective terms of service. Maskd AI disclaims all liability arising from your use of any third-party services.

## 6. Fees and Payment Terms

- Pricing: The fees for the Services are outlined in Maskd AI's pricing documentation, which may include setup fees, monthly subscription fees, and usage-based fees (e.g., per-minute call charges). All fees are non-refundable except as expressly provided in these Terms.

- Payment: You agree to pay all fees associated with your use of the Services. Payments must be made using the payment methods accepted by Maskd AI. Invoices are due and payable within 30 days of the invoice date unless otherwise specified.

- Late Payments: Late payments may incur interest at a rate of 1.5% per month (or the highest rate permitted by law) on the outstanding balance. Maskd AI reserves the right to suspend or terminate your access to the Services if payment is not received within the specified time.

- Refunds: Maskd AI offers a 100% refund on the setup fee and maintenance costs if requested within the first 30 days of service. After this period, no refunds will be issued.

## 7. Service Level Agreement (SLA)

Maskd AI will use commercially reasonable efforts to ensure the availability of the Services 24/7, excluding scheduled maintenance and unforeseen circumstances. In

the event of downtime, users may be eligible for service credits as outlined in the SLA.

## 8. User Responsibilities

- Compliance: You agree to comply with all applicable laws, regulations, and industry standards when using the Services. This includes compliance with data protection laws, telemarketing regulations, and any other legal requirements relevant to your use of AI-powered voice services.
- Prohibited Conduct: You may not use the Services to engage in any unlawful, harmful, or abusive behavior, including but not limited to:
  - Violating the rights of others (e.g., intellectual property rights, privacy rights)
  - Sending unsolicited messages or spam
  - Engaging in fraudulent, deceptive, or misleading practices
  - Interfering with or disrupting the Services, including by introducing viruses, malware, or other harmful code.

## 9. Data Privacy and Security

- Data Collection: Maskd AI collects and processes personal data in accordance with its Privacy Policy. By using the Services, you consent to the collection, use, and sharing of your data as described in the Privacy Policy.
- Data Security: Maskd AI is committed to protecting the security and confidentiality of your data. We implement industry-standard security measures, for data both at rest and in transit, to safeguard your personal and business information. Access to your data is controlled through role-based access controls and multi-factor authentication to ensure that only authorized personnel have access.

Despite these measures, no system can guarantee absolute security. Therefore, Maskd AI disclaims all liability for any unauthorized access, data breaches, or other security incidents that may occur, except as required by applicable law. In the event of a data breach, Maskd AI has an incident response plan in place, including notifying affected parties and regulatory authorities as required by law.

For more detailed information on how we collect, use, store, and disclose your data, please refer to our Privacy Policy.

## 10. Intellectual Property

- Ownership: All intellectual property rights in the Services, including but not limited to software, algorithms, documentation, and branding, are owned by Maskd AI or its licensors. You are granted a limited, non-exclusive, non-transferable license to use the Services for your internal business purposes.

- Restrictions: You may not modify, distribute, sell, or create derivative works based on the Services. Any unauthorized use of the Services may result in termination of your access and legal action.

## 11. Confidentiality

You agree to maintain the confidentiality of any proprietary or confidential information disclosed by Maskd AI in connection with the Services. Confidential information includes but is not limited to business plans, technical data, and customer information. You may not disclose or use confidential information for any purpose other than as necessary to use the Services.

## 12. Termination

- Termination by You: You may terminate your use of the Services at any time by providing written notice to Maskd AI. Any fees due at the time of termination will remain payable.

- Termination by Maskd AI: Maskd AI may terminate your access to the Services if you violate these Terms or for any other reason at its sole discretion. Upon termination, you must cease all use of the Services.

- Effect of Termination: Upon termination, all rights granted to you under these Terms will immediately cease. Any provisions of these Terms that by their nature should survive termination will continue in effect (e.g., confidentiality, payment obligations, intellectual property rights).

## 13. Ethical AI Usage

Licensee represents, warrants, and covenants that it will not deploy or use the AI Platform in connection with any products, services, or applications that could contribute to physical or emotional harm. This includes a commitment to ensure that AI models are tested to prevent bias and discrimination.

## 14. Disclaimer of Warranties

The Services are provided "as is" and "as available" without any warranties of any kind, either express or implied, including but not limited to warranties of

merchantability, fitness for a particular purpose, and non-infringement. Maskd AI does not warrant that the Services will be uninterrupted, error-free, or secure. However, we undertake to continuously improve the quality of our services.

#### 15. Limitation of Liability

To the fullest extent permitted by law, Maskd AI will not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, or data, arising out of or in connection with your use of the Services. Maskd AI's total liability to you for any claims arising from or related to the Services will not exceed the greater of \$100 USD.

#### 16. Indemnification

You agree to indemnify, defend, and hold harmless Maskd AI, its affiliates, and their respective officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with your use of the Services, your violation of these Terms, or your infringement of any rights of another.

#### 17. Dispute Resolution

- Governing Law: These Terms will be governed by and construed in accordance with the laws of the State of Wyoming, USA, without regard to its conflict of law principles.

- Arbitration: Any disputes arising out of or in connection with these Terms will be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration will take place in Wyoming, USA, and the arbitrator's decision will be final and binding.

- Waiver of Class Action: You agree to waive any right to participate in a class action lawsuit or class-wide arbitration against Maskd AI.

#### 18. Modifications to the Terms

Maskd AI reserves the right to modify these Terms at any time. Any changes will be effective immediately upon posting the revised Terms on the Maskd AI website. Your continued use of the Services after the changes become effective constitutes your acceptance of the revised Terms.

## 19. Miscellaneous

- Entire Agreement: These Terms, together with the Privacy Policy and any additional agreements, constitute the entire agreement between you and Maskd AI regarding the Services.
- Severability: If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
- Waiver: No waiver of any term or condition of these Terms will be deemed a further or continuing waiver of such term or condition or any other term or condition.
- Assignment: You may not assign or transfer any rights or obligations under these Terms without Maskd AI's prior written consent. Maskd AI may assign or transfer its rights under these Terms without restriction.

## 20. Contact Information

If you have any questions or concerns about these Terms, please contact Maskd AI at:

- Email: [admin@maskd.ai](mailto:admin@maskd.ai)
- Address: Address: 5830 E 2ND ST, STE 7000 #17614  
CASPER, WY 82609, USA.

By using the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.

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