

Terms and Conditions

VOLTOX GmbH, An der Hessenhalle 1-3, 35398 Gießen, Germany

Effective date: 01.08.2025

Welcome to the Website or Product of VOLTOX GmbH (“the Company”).

These Terms and Conditions (“Terms”) govern your access and use of our Website or Product available at: <http://www.voltox.ai> (“Website”).

By accessing or using the Website or Product, you agree to comply with and be legally bound by these Terms. If you do not agree to these Terms, please refrain from using our Website or Product.

I. INTRODUCTION & DEFINITION

I. WHO WE ARE?

The Company operates this Website or Product and acts as the Data Controller for personal data collected through the Website or Product. The Company collects, stores, and processes personal data solely to operate and manage the Website or Product, provide notifications, and communicate important updates to users.

II. DEFINITIONS

Data Controller / Processor / the Company: VOLTOX GmbH, determining the purposes and means of processing personal data.

Data Subject / User: Any individual providing personal data on the Website or Product.

Processing: Any operation performed on personal data, automated or manual.

Account: A unique account created by the user to access the Website or Product.

Device: Any device used to access the Website or Product, including computers, smartphones, tablets, kiosks or payment terminals.

Feedback: Suggestions or innovations sent by users regarding the Website's or Product services.

Promotions: Contests, sweepstakes, or other promotional activities offered through the Website or Product.

Terms and Conditions: (also referred to as “Terms”) mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.

Third-party Social Media Service: Services or content provided by third parties that may be displayed or made available on the Website or Product.

III. ACKNOWLEDGMENT

By accessing or using the Website or Product, you agree to these Terms and our Privacy Policy. If you disagree with any part of these Terms, you must not access or use the Website or Product.

II. USE OF THE WEBSITE/PRODUCT/SERVICE

I. PURPOSE OF THE WEBSITE OR PRODUCT

The Website or Product offers a secure platform where users can create accounts and access the services provided by the Company. Personal data collected on the Website or Product, including Name, Surname, Email address, and Phone number, biometric face image, will be processed solely for purposes related to the Website or Product, including:

Account creation and management;

Notifications about changes to Terms and Conditions;
Important announcements regarding the Website or Product.

The Website or Product is intended solely for use by account registered users. Unauthorized access or use is strictly prohibited and may result in legal action.

II. USER OBLIGATIONS

By using the Website or Product, users agree to:

Provide accurate and complete information during account registration or identity verification;

Not impersonate any other person or entity;

Not attempt to bypass, manipulate, or tamper with any security or authentication systems;

Use the Website or Product only in accordance with these Terms and Conditions and applicable law;

Contact the Company for any requests or concerns regarding your personal data.

You acknowledge that any misuse of authentication or security systems constitutes a breach of these Terms and may result in immediate suspension of your account and potential legal liability.

Password/PIN Responsibility: Users are responsible for maintaining the confidentiality of their account passwords/PINs and for all activities under their accounts. The Company is not liable for unauthorized access resulting from failure to safeguard account credentials.

III. ACCOUNT TERMINATION AND DATA RETENTION

Access to the Website or Product may be suspended or terminated:

At your request;

If you violate these Terms;

If VOLTOX terminates its provision of Website or Product services.

The retention of your personal data is determined by the Data Controller and will be kept only as long as necessary to fulfill the purposes described in these Terms, unless a longer retention period is required by law. Upon termination of your account or the end of processing purposes, your personal data will be securely deleted or returned. The Company is not responsible for any consequences resulting from the deletion or unavailability of your data due to termination of our agreement.

IV. SERVICE AVAILABILITY & PERFORMANCE DISCLAIMER

The Company does not guarantee uninterrupted access to the Website or Product. Downtime may occur due to scheduled maintenance, security upgrades, third-party service disruptions, or unforeseen circumstances beyond our control.

III. DATA PROTECTION AND PRIVACY

I. ROLE UNDER DATA PROTECTION LAW

The Company acts as the Data Controller for all personal data collected through this Website or Product. As the Data Controller, the Company determines the purposes and means of processing your personal data and ensure that such processing is carried out in compliance with applicable data protection laws, including the General Data Protection Regulation (GDPR).

The Company is responsible for implementing appropriate technical and organizational measures to protect your personal data against unauthorized access, disclosure, alteration, or destruction.

Users may contact the Company regarding any questions, concerns, or requests related to their personal data at dataprivacy@voltox.ch

II. LAWFUL BASIS FOR PROCESSING AND CONTROLLING

The Company processes and controls the personal data you provide on this Website based on a lawful basis in accordance with applicable data protection laws, including the GDPR. The primary lawful bases for processing your data are:

- Performance of a contract: Processing is necessary to provide you with access to the Website or Product, manage your account, and deliver related services;
- Legitimate interests: Processing is necessary to maintain the security and proper functioning of the Website or Product, send notifications about updates, and ensure compliance with these Terms and Conditions;
- Legal obligations: Processing may be necessary to comply with applicable laws and regulatory requirements.

Your personal data will not be used for purposes beyond those described above without your consent, and all processing is conducted transparently, fairly, and securely.

III. TYPE OF DATA COLLECTED

When you register and use the Website or Product, the Company collects and processes the following personal data:

- Name and Surname;
- Email address;
- Phone number;
- Biometric Identity verification data;
- Access logs, timestamps, and technical metadata;
- Any additional data as determined by the Data Controller.

This data is collected solely for purposes related to the operation of the Website or Product, including account creation and management, sending notifications about updates or changes to Terms and Conditions, and communicating important announcements.

IV. SERVICE AVAILABILITY & PERFORMANCE DISCLAIMER

The Company does not guarantee uninterrupted access to the Website or Product. Downtime may occur due to scheduled maintenance, security upgrades, third-party service disruptions, or unforeseen circumstances beyond our control.

IV. DATA INTEGRITY AND ACCURACY

The Company takes all reasonable measures to ensure that the personal data collected on the Website or Product is accurate, complete, and kept up to date. Users are responsible for providing correct information during registration and for updating their account information if any changes occur.

The Company processes personal data only to the extent necessary for the purposes described in these Terms and Conditions and take steps to prevent unauthorized or unlawful processing, accidental loss, destruction, or damage of personal data.

V. SECURITY MEASURES

The Company implements appropriate technical and organizational measures to protect the personal data collected on the Website against unauthorized access, loss, alteration, disclosure, or destruction, including but not limited to:

- Pseudonymization and encryption of data;
- Access controls and authentication;
- Regular security audits and vulnerability testing;
- Data minimization and retention limits;
- Secure hosting in the EEA or in jurisdictions with adequate protection under GDPR.

While the Company implements robust security measures, no system is entirely immune to threats. Therefore, the Company disclaims liability for damages resulting from unauthorized access, cyber-attacks, or other security incidents beyond our reasonable control.

VI. YOUR RIGHTS

You have rights as a data subject under GDPR, including:

- Right of access;
- Right to rectification;
- Right to erasure;
- Right to restriction of processing;
- Right to data portability;
- Right to object;
- Right not to be subject to automated decision-making.

To exercise any of these rights, please contact the Company at dataprivacy@voltox.ch. The Company is committed to responding to your requests in a timely manner and in accordance with applicable legal requirements.

VII. THIRD PARTIES AND SUBPROCESSORS

The Company may engage third-party service providers or sub processors to assist in operating the Website, Product or providing related services. These third parties may process personal data on our behalf and under our instructions.

All sub processors and third-party service providers are carefully selected and required to implement appropriate technical and organizational measures to protect your personal data in accordance with applicable data protection laws, including the GDPR.

The Company does not share your personal data with third parties for their own purposes without your explicit consent, except where required by law or as necessary to provide the services offered through the Website or Product.

Users acknowledge and agree that engaging such third parties is necessary for the proper functioning of the Website and related services, and that the Company remains responsible for ensuring compliance with applicable data protection obligations.

VIII. COOKIE/TRACKING TOOLS DISCLOSURE

Our Website or Product may use cookies or similar tracking technologies for security, analytics, or performance improvements. Please refer to our **[[Cookie Policy - The link to the cookie policy](#)]** for more details.

IV. SUBSCRIPTION & FEES

I. SUBSCRIPTION PERIOD

Access is free. No payments are required. Paid services may be introduced in the future, with prior notice.

II. SUBSCRIPTION CANCELLATIONS

No paid subscriptions exist currently. Future paid subscriptions will include clear cancellation procedures.

III. BILLING

No billing is required. Future paid services will include clear payment instructions and Terms.

IV. FEE CHANGES

Any future fee changes will be notified in advance. Continued use after changes constitutes acceptance.

V. LEGAL TERMS

I. LIMITATION OF LIABILITY

The Company strives to provide a secure and reliable Website or Product. However, access to the Website is provided free of charge and on an “as is” basis.

To the fullest extent permitted by law, the Company shall not be liable for:

- Any loss, damage, or inconvenience resulting from your use of, or inability to access, the Website or Product;
- Loss or unauthorized access to your account or personal data, except where caused by our gross negligence or willful misconduct;
- Interruptions, errors, or omissions in the Website’s or Product’s operation;
- Any indirect, incidental, or consequential damages arising from use of the Website or Product, including loss of data or business opportunities.

Users are responsible for maintaining the confidentiality of their account credentials and for any activity under their account. Nothing in these Terms and Conditions limits liability for death, personal injury, or other liabilities that cannot be excluded under applicable law.

II. NO WARRANTIES

To the fullest extent permitted by applicable law, the Service is provided “as is” and “as available” without warranties of any kind, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, or availability. The Company provides no warranty that the Service will be uninterrupted, secure, error-free, or free from technical failure, nor that any output such as an age estimation or other face scan service will be accurate or correct.

III. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless the Company, its officers, employees, and affiliates from and against any claims, damages, liabilities, losses, or expenses arising out of your use of the Service, violation of these Terms, or infringement of any rights of third parties.

IV. GOVERNING LAW AND DISPUTES

If You have any concern or dispute about the Service, you agree to first try to resolve the dispute informally by contacting the Company.

For European Union (EU) Users: If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

V. SEVERABILITY

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

VI. WAIVER

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

VII. FORCE MAJEURE

The Company shall not be held liable or responsible for any failure or delay in the performance of its obligations under these Terms and Conditions where such failure or delay is caused, directly or indirectly, by events beyond its reasonable control ("Force Majeure Event"). Such events include, but are not limited to:

- Acts of God (including floods, earthquakes, storms, fires, lightning, or other natural disasters)
- Epidemics, pandemics, or public health emergencies
- Wars, hostilities, acts of terrorism, civil unrest, or sabotage
- Strikes, lockouts, or other industrial disputes (whether involving the Company's workforce or any other party)
- Failure, interruption, or delay of utilities, telecommunication services, internet connectivity, or transportation systems
- Government actions, embargoes, sanctions, changes in law, or regulatory restrictions
- Shortage or unavailability of supplies, materials, or resources
- Cyberattacks, hacking incidents, or other malicious interference with systems

In the event of a Force Majeure Event, the affected party's obligations will be suspended for the duration of the event and for such time thereafter as is reasonably necessary to resume performance. The Company shall make reasonable efforts to notify the user of any delay or inability to perform due to a Force Majeure Event, but failure to give such notice shall not affect the application of this clause.

If a Force Majeure Event continues for a period exceeding 90 days, either party may terminate these Terms and Conditions without liability, except for obligations that arose before the occurrence of the Force Majeure Event.

VIII. TRANSLATION INTERPRETATION

These Terms and Conditions may have been translated if the Company has made them available to you on our Service. You agree that the original English text shall prevail in the case of a dispute.

VI. IP & FEEDBACK

I. INTELLECTUAL PROPERTY

The Service and its original content (excluding Content provided by the user or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

II. INTELLECTUAL PROPERTY INFRINGEMENT

The Company respects the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, you must submit your notice in writing to the attention of our copyright agent via email at support@voltox.ch and include in your notice a detailed description of the alleged infringement.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing your copyright.

III. YOUR FEEDBACK TO US

You assign all rights, title and interest in any Feedback you provide the Company. If for any reason such assignment is ineffective, you agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

VII. EXTERNAL LINKS & TERMINATION

I. LINKS TO OTHER WEBSITES

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

The Company strongly advises you to read the Terms and conditions and privacy policies of any third-party web sites or services that you visit.

II. TERMINATION

The Company may terminate or suspend your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms and Conditions.

Upon termination, your right to use the Website or Product will cease immediately. If you wish to terminate your Account, you may simply discontinue using the Service.

VIII. CHANGES TO THESE TERMS

The Company reserves the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, the Company will make reasonable efforts to provide at least 30 days' notice prior to any new Terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, in whole or in part, please stop using the Website or Product and the Service.

IX. CONTACT US

If you have any questions about these Terms and Conditions, you can contact us:

By email: **dataprivacy@voltox.ch**

By visiting this page on our Website: **<http://www.voltox.ai>**

By mail: **Voltox GmbH, An der Hessenhalle 1-3, DE-35398 Gießen, Germany**