

Terms Of Use

Last updated date: 24 September 2025

1. APPLICATION OF TERMS

1. These Terms apply to your use of the Services (as defined below). You must agree to and accept all of the Terms, or you don't have the right to use the Services. Your use of the Services in any way means that:
2. you agree to all of these Terms; and
3. where your access and use is on behalf of another person (e.g. a company), you confirm that you are authorized to, and do in fact, agree to these Terms on that person's behalf and that, by agreeing to these Terms on that person's behalf, that person is bound by these Terms.
4. If the processing of Customer Data (as defined below) is governed by the GDPR or UK GDPR (as defined below), the additional terms in the Data Processing Addendum (as defined below) also form part of these Terms.

2. DEFINITIONS

1. In these Terms:

"Account" means the unique account allocated to you to allow you and your Users to access the Platform Services.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where **"control"** means the possession, directly or indirectly, of the power to direct the management and policies through ownership, contract or otherwise.

"AI Outputs" means analysis, summaries, insights, or other outputs generated by AI Services.

"AI Inputs" means Customer Data submitted for AI processing, such as call recordings or text, excluding Spoke AI Prompts.

"AI Services" means artificial intelligence capabilities that process, analyze, and generate outputs from your communications and data.

"Authorized Partner" means any person authorized by us to resell the Services.

"BYO Twilio" has the meaning given in clause 4.1.

“Customer Data” means all data, content, and information (including Personal Information):

1. owned, held, used or created by you or on your behalf that is stored using, or inputted into, the Services or otherwise provided to us for the purpose of us providing the Services;
2. collected through your or your Users’ use of the Services; and
3. derived from the data, content and information in paragraphs (a) and (b) above in the course of our provision of the Services, including the AI Outputs.

“Data Processing Addendum” means the data processing addendum available here: spokephone.com/data-processing-addendum.

“Documentation” means the user and technical documentation designed to enable you and your Users to properly use and operate the Services available at support.spoke.com, as updated from time to time.

“Effective Date” means the date that you first access or use the Services.

“Fees” means the charges payable by you for Services, consisting of Recurring Fees, One-Time Fees and Usage-Based Fees.

“GDPR” means the European Union General Data Protection Regulation 2016/679.

“Intellectual Property Rights” means all worldwide rights conferred under statute, common law or equity relating to inventions (including patents), registered and unregistered trademarks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity. **“Intellectual Property”** has a consistent meaning.

“One-Time Fees” means non-recurring charges, excluding Usage-Based Fees.

“Personal Information” means information about an identifiable, living person, and includes personal data as defined in the GDPR and the UK GDPR.

“Platform Services” means business communication and related intelligence services provided through use of the Platform, which may include AI Services.

“Products” means the specific combination of Platform Services and Additional Services you purchase.

“Recurring Fees” means regular subscription-based charges, including charges for User Licenses and Platform Service feature access.

“Services” refers collectively to all capabilities provided by Spoke, including the Platform Services and Spoke AI Prompts.

“Spoke”, “we”, “us” or “our” means the contracting entity set out at clause 28.

“Spoke AI Prompts” means suggested prompts for AI Services that we make available through the Services.

“Spoke Number” means any phone number allocated to you by us to enable you to use the Services.

“Terms” means these terms titled *Terms of Use* including, if applicable, the Data Processing Addendum.

“UK GDPR” means the GDPR as retained in the laws of the United Kingdom and as supplemented by the terms in the United Kingdom Data Protection Act 2018.

“Usage-Based Fees” means variable charges based on actual consumption of Platform Services, including:

1. charges for call minutes, messages, and similar communication services;
2. charges for API calls and integrations; and
3. charges for AI Services.

“Website” means the internet site at spokephone.com, or such other site notified to you by us.

“User License” means a paid subscription providing your individual employee, contractor, freelancer, or other authorized individual with access to the Services.

“Users” means your personnel or other authorized individuals who are assigned a User License.

“Year” means a 12 month period starting on the Effective Date or the anniversary of that date.

“You” or “your” means you or, if clause 1.1b applies, both you and the other person on whose behalf you are acting.

2. In these Terms:
 1. clause and other headings are for ease of reference only and do not affect the interpretation of these Terms;
 3. words in the singular include the plural and vice versa; and
 4. a reference to:

1. **you** or **us** includes your and our permitted assigns;
2. **personnel** include officers, employees, contractors, and agents, but a reference to your personnel does not include us;
3. a **person** includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, a government department, or any other entity; and
4. **including** and similar words do not imply any limit.
5. If there is any conflict between the documents that form part of these Terms, they will have precedence in the descending order of priority set out below:
6. the Data Processing Addendum;
7. the Terms, excluding the Data Processing Addendum.

3. GRANT OF LICENSE AND PROVISION OF SERVICES

1. Spoke grants you a limited, personal, revocable, non-exclusive, non-sub-licensable, non-assignable, non-transferable, non-resalable license and right to use the Services and in strict accordance with these Terms. All rights not expressly granted under these Terms are retained by Spoke.
2. You acknowledge and agree that all Intellectual Property Rights in the Services (collectively, "**Service IPR**") are and will remain the sole and exclusive property of Spoke and its licensors. You will not take any action to jeopardize, limit, or interfere with the Service IPR. You acknowledge and agree that any unauthorized use of the Service IPR is a violation of these Terms, as well as a violation of applicable intellectual property laws.
3. We retain sole discretion over our product roadmap, feature releases, and service improvements. While we may make certain new features or products available to you as part of the Platform Services, we reserve the right to designate any new features, functionality, or products as separate products or premium features that may require additional fees or separate agreements, even if such features or products are made generally available during the term of these Terms.

4. BYO SERVICES

1. The Platform Services requires underlying communications infrastructure to operate. By default, we will manage this infrastructure on your behalf. However, you may elect to use your own Twilio account to provide this infrastructure. If you use your own Twilio account in connection with the Services ("**BYO Twilio**"), the terms set out in Appendix 2 apply.
2. If you request us to connect, or you connect, our AI Services to your AWS account, the terms set out in Appendix 3 apply.

5. REPRESENTATIONS

1. You represent and warrant that you possess the legal right, capacity, and ability to enter into these Terms.. If you are an individual, you represent and

warrant that you are of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Services and gotten your parent or guardian to agree to these Terms on your behalf).

2. You represent and warrant that you have made and will always maintain wireless or traditional wireline telephone service that will enable you to call applicable emergency service numbers. You represent and warrant that you will not use the Platform Services in environments requiring fail-safe performance or in which the failure of the Platform Services could lead directly to death, personal injury, or severe physical or environmental damage.
3. You represent and warrant that you will not use the Services in violation of these Terms. You agree to be financially responsible for your use of the Services, including the use incurred by all Users, developers, and applications that are provided access to the Services by you.

6. PRIVACY

1. Spoke takes privacy very seriously. Refer to our online privacy policy at spokephone.com/privacy and the Data Processing Addendum.

7. CHANGES TO THESE TERMS

1. We are constantly trying to improve our Services, so these Terms may need to change along with the Services. We may change these Terms at any time by placing a notice on the Spoke website, sending you an email, or notifying you by some other means. Unless stated otherwise, any change takes effect from the date set out in the notice.
2. You are responsible for ensuring you are familiar with the latest Terms.
3. If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to be bound by the changed Terms.
4. Except for changes by us as set out in this clause 7 or in the Data Processing Addendum, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

8. CHANGES TO THE SERVICES

1. Services may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical. Similarly, we reserve the right to remove any content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that content in violation of these Terms), in our sole discretion, and without notice.

2. Spoke in its sole discretion, reserves the right to add, remove, or modify features or functions, or to provide fixes, updates and upgrades to the Platform Services.

9. USE AND PROVISION OF THE SERVICES

1. You will only use the Services for your own personal or business use and only in a manner that complies with all laws that apply to you. If applicable laws prohibit your use of the Services, then you are not authorized to use the Services. We are not responsible for your use of the Services in a way that breaks any laws.
2. You and your Users must not use the Services for any illegal, fraudulent, improper, or abusive purpose or in any way that interferes with Spoke's ability to provide high quality Services to other customers, prevents or restricts other customers from using the Services, or damages any of Spoke's or other customers' property. If Spoke finds that you or your Users are using the Services for anything other than the permitted uses in these Terms, Spoke may at its sole discretion terminate your Services and charge you any applicable fees for the Services used plus damages caused by your improper use.
3. Without limiting clause 9.2, you and your Users must not:
4. use the Services or interact with the Services in a manner that is illegal, obscene, threatening, harassing, defamatory, libelous, deceptive, fraudulent, malicious, infringing, tortious, or invasive of another's privacy;
5. infringe or violate the rights (including Intellectual Property Rights) or anyone else (including Spoke);
6. send unsolicited messages or advertisements, including email, voicemail, SMS (commercial or otherwise) ("**spamming**"), or otherwise sending bulk and/or junk email, voice mail, or SMS;
7. harvest or otherwise collect information about others, including email addresses, without their consent;
8. violate the security of any computer network, or crack and passwords or security encryption codes;
9. negligently, recklessly, knowingly, or intentionally transmit any material that contains viruses, time bombs, trojan horses, worms, malware, spyware, or any other programs that may be harmful or dangerous;
10. run Maillist, Listserv, any form of auto-responder or "spam" on the Platform Services, or any processes that run or are activated while you are not logged into the Platform Services, or that otherwise interfere with the proper working of the Platform Services (including by placing an unreasonable load on the Platform Services' infrastructure);
11. utilize the Services in excess of what, in Spoke's sole discretion, would be expected of normal business use;
12. jeopardize the security of your Spoke account or anyone else's (such as allowing someone else to log in to the Services as you);

13. attempt, in any manner, to obtain the password, account, or other security information from any other user;
14. use the Services, or permit it to be used, for purposes of product benchmarking or other comparative analysis intended for publication without Spoke's prior written consent;
15. use the Services in any way that interferes with other customers' and third parties' use and enjoyment of the Services or use the Services in any manner which disrupts, prevents or restricts any other customer from using the Services;
16. decompile, reverse engineer, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to the Services; or
17. use the Services, or any Intellectual Property Rights protected by applicable laws and contained in or accessible through the Services, for the purpose of developing or enhancing any competitive software or service, or any derivative works of any competitive software or service, or copying the features or user interface of the Services without our prior written consent.
18. You further understand and agree that your right to use, and use of, the Services is subject to and must be in compliance with all applicable local, state, national, and international laws and regulations (including those governing account collection, export control, consumer protection, unfair competition, anti-discrimination, securities laws, privacy laws and false advertising).
19. Some of Spoke's Services are offered on an "unlimited" basis. All unlimited Services may only be used for normal business use and unusually high usage of the Services may impair Spoke's ability to provide high quality Services to others and/or indicate unauthorized use of the Services, in which case Spoke may suspend or terminate your Account. Spoke reserves the right to add to, modify or amend usage policy upon written notice as provided herein, for any reason at its sole discretion, and if we do so, you may terminate these Terms, and if you do so, we will provide you a refund of any prepaid Fees.
20. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Customer Data or third party materials you access through the Platform Services, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Customer Data or third party materials not owned by you, (a) without the prior consent of the owner of that Content or (b) in a way that violates someone else's (including Spoke's) rights.
21. A violation of any of the foregoing is grounds for termination of your right to use or access the Services.
22. We reserve the right to remove any Customer Data from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed such Customer Data in violation of these Terms), in our sole discretion, and without notice.
23. You understand that Spoke owns the Services. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly

provided in these Terms), creative derivative works based on, or otherwise exploit any of the Services.

24. Upon signing up for the Services and at subsequent times as requested by Spoke, you agree to provide Spoke with your true, accurate, current, and complete personal name and/or business name, administrator name, billing address, email address, contact phone number, credit card information, and other data which may be necessary to administer your Account (collectively, "**Registration Data**"). You represent and warrant that the information you provide is accurate, current, and complete, and agree to promptly update any of the information if it changes. If you provide Registration Data that is, or that Spoke suspects to be, false, inaccurate, not current, incomplete, fraudulent, or otherwise unlawful, Spoke has the right, in its sole discretion, to suspend or terminate the Services and refuse any and all current or future use of all Services by you, your business(es), affiliates and all users of your Account. At all times, you must maintain and promptly update your Registration Data.
25. You are solely liable for any transactions or activities by you or anyone else that occur on your Account or any User's account, except to the extent that such transactions are as a result of our negligence, misconduct or breach of these Terms ("**Spoke Breach**"). You must immediately notify Spoke of any unauthorized use of your Account or any User's account or if any other breach of security has occurred. In no event will Spoke be liable for any unauthorized use of your Account or any User's account, except to the extent that such unauthorized use is the direct result of a Spoke Breach. .
26. Except as allowed for in these Terms, you may not transfer your Account to anyone else without our prior written permission.
27. You will not share your Account details or passwords with anyone, and you must protect the security of your Account and password.

10. USER ACCESS

1. You are responsible for:
 1. managing all User access to the Services, including adding, modifying, and removing Users;
 2. ensuring that each User License is assigned to a specific, individual User and not shared among multiple individuals;
 3. implementing appropriate internal controls regarding User authentication and access management;
 4. promptly deactivating access for terminated employees or contractors; and
 5. ensuring all Users comply with these Terms. A breach of any term of these Terms by a User is deemed to be a breach of these Terms by you.
2. You must:
 1. ensure Users maintain secure, unique passwords meeting generally accepted standards;

2. implement multi-factor authentication when provided by the Platform Services;
 3. notify us immediately of any suspected unauthorized access; and
 4. prohibit the sharing of User credentials within your organization.
3. You may terminate a User's access to the Services at any time through the administrative interface. We will not provide refunds for User Licenses terminated mid-billing period.
4. When a User is removed, we are not responsible for recreating or recovering User-specific settings, preferences, or configurations following termination of a User License.
5. A User License may be reassigned to a new User following termination of the previous User's access, provided such reassignment is not used to circumvent license quantity limitations.
6. You will not knowingly permit access to the Services by:
 1. individuals located in countries subject to comprehensive sanctions by the United Nations, United States, European Union, United Kingdom or New Zealand; or
 2. individuals on denied party lists including the U.S. Treasury Department's Specially Designated Nationals List or that are otherwise subject to individual sanctions by the United Nations, United States, European Union, United Kingdom or New Zealand;
 3. competitors of us or our employees, agents, or contractors;
 4. individuals under the age of 18; or
 5. automated systems, bots, or non-human users except through our documented APIs.
7. You will implement reasonable measures to prevent such prohibited users from accessing the Services and must promptly terminate access if such prohibited use is discovered.

11. SERVICE USAGE, MONITORING AND FAIR USE

1. We have the right to monitor and analyze your use of the Platform Services, including patterns of usage, resource consumption, and performance metrics, to ensure compliance with these Terms, maintain service quality, protect security, and prevent abuse.
2. The Platform Services include features that may be provided without additional charge ("**Free Services**"), such as internal calling, chat between Users, certain inbound calls, and outbound calls to specific countries or call routes. Additionally, certain Platform Services are provided with unlimited use within the User license limits specified in these Terms. Utilizing Free Services in excess of what, in Spoke's sole discretion, would be expected of normal business use ("**Excessive Use**"), may result in Spoke: (a) restricting or terminating your Account; (b) limiting your access to the Services; (c) requiring you to pay additional Fees; and/or (d) requiring you to pay for prior periods of Excessive Use.

12. CUSTOMER DATA

1. You acknowledge that we may require access to Customer Data in order to provide the Services to you. To the extent that this is necessary, we may authorize a member or members of our personnel to access the Customer Data for this purpose.
2. You must arrange all consents and approvals that are necessary for us to access the Customer Data as described above.
3. Title to, and all Intellectual Property Rights in, the Customer Data (as between the parties) remains your property. Subject to the Data Processing Addendum (if applicable), you grant us, during the term of these Terms, a worldwide, non-exclusive, fully paid up, transferable, irrevocable license to use, store, copy, modify, make available and communicate the Customer Data for any purposes in connection with the exercise of our rights and performance of our obligations in accordance with these Terms.
4. You acknowledge and agree that to the extent Customer Data contains Personal Information, in collecting, holding, and processing that Personal Information through the Platform Services, (a) we are acting as a data processor and/or service provider (or the equivalent under applicable privacy and data protection laws) for the purposes of applicable privacy and data protection laws; (b) if the GDPR or the UK GDPR applies, the additional terms in the Data Processing Addendum apply also form part of these Terms; and you must obtain all necessary consents from the relevant individual to enable us to collect, use, hold and process that Personal Information in accordance with these Terms including, if applicable, the Data Processing Addendum.
5. All Customer Data is the sole responsibility of the person from whom such Customer Data originated, and you access all such information and Customer Data at your own risk. We aren't liable for any errors or omissions in any Customer Data, or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use Customer Data or what actions you may take because of having been exposed to it. You hereby release us from all liability for you having acquired or not acquired Customer Data through the Services. We cannot guarantee the identity of any users with whom you interact with when using the Services.
6. You are responsible for all Customer Data you contribute, in any manner, to the Services, and you represent and warrant you have all rights, and have acquired all consents and approvals, and given all notices, necessary to do so.
7. Spoke is not obligated to store your Customer Data and does so only as a convenience to you. You agree that Spoke has no responsibility or liability whatsoever for the deletion or failure to store any Customer Data maintained or transmitted by the Services. You acknowledge and agree that Spoke may establish limits as to the size of Customer Data that Spoke transmits or stores and the duration for which Spoke stores Customer Data.

8. You indemnify us against any liability, claim, proceeding, cost, expense (including the actual legal fees charged by our attorneys), and loss of any kind arising from any actual or alleged claim by a third party that any Customer Data infringes the rights of that third party (including Intellectual Property Rights and privacy rights) or that the Customer Data is objectionable, defamatory, obscene, harassing, threatening, harmful or unlawful in any way, or incorrect or misleading.

13. HIGH RISK USE

1. WE ARE NOT A “DIAL-TONE” PROVIDER. You understand that the Services are not designed or intended for use during high-risk activities, and do not allow for, should not be used for, nor relied upon for, calls to emergency services numbers (e.g., 911 in the U.S., or 999 or 112 in the UK). IN THE EVENT OF AN EMERGENCY, DIAL YOUR LOCAL EMERGENCY NUMBER USING A TELEPHONE SERVICE PROVIDED BY YOUR LOCAL OR MOBILE CARRIER TO MAKE AN EMERGENCY CALL.

14. USE OF OUR APPS

1. These Terms apply to your use of the Services, including using our Services via our apps that can be found in the Apple App Store, at Google Play, or downloaded from our website.
2. If you or a User downloads, installs, accesses or uses an iOS version of our apps (i.e. a Spoke app for use with iPhones, iPads and other Apple devices (“**iOS App**”):
 1. We and you acknowledge that these Terms are concluded between us and you, and not with Apple, and we, not Apple, are solely responsible for the iOS App and the content thereof. Nothing in these Terms limits or supersedes the Apple Media Services Terms and Conditions or the Volume Content Terms (available at [\[www.apple.com/legal/internet-services/itunes/us/terms.html\]](http://www.apple.com/legal/internet-services/itunes/us/terms.html)(<http://www.w.apple.com/legal/internet-services/itunes/us/terms.html>) and [\[www.apple.com/legal/internet-services/itunes/vppbusiness/ph/terms.html\]](http://www.apple.com/legal/internet-services/itunes/vppbusiness/ph/terms.html)(<http://www.apple.com/legal/internet-services/itunes/vppbusiness/ph/terms.html>)).
 2. The license granted to you or the User for the iOS App is limited to a non-transferable license to use the iOS App on any Apple-branded products that you or a User owns or controls and as permitted by the usage rules set forth in the Apple Media Services Terms and Conditions.
 3. We are solely responsible for providing any maintenance and support services with respect to the iOS App, as specified in these Terms or as required under applicable law. We and you acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iOS App.

4. We are solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the iOS App to conform to any applicable warranty:
 1. you or the User may notify Apple, and Apple will refund the purchase price (if any) for the iOS App to you or the User (as applicable); and
 2. to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iOS App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our sole responsibility.
5. We and you acknowledge that we, not Apple, are responsible for addressing any of your or your Users' claims or any third party claims relating to the iOS App or your or your Users' possession and/or use of that iOS App, including, but not limited to:
 1. product liability claims;
 2. any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and
 3. claims arising under consumer protection or similar legislation.
6. We and you acknowledge that nothing in these Terms limits our liability to you or Users beyond what is permitted by applicable law.
7. We and you acknowledge that, in the event of any third-party claim that the iOS App or your or a User's possession and use of that iOS App infringes that third party's intellectual property rights, we, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
8. You represent and warrant that:
 1. you and Users are not located in a region that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" region; and
 2. you and Users are not listed on any U.S. Government list of prohibited or restricted parties.
9. You and Users must comply with applicable third-party terms of agreement when using the iOS App, e.g., you and Users must not be in violation of your or their wireless data service agreement when using the iOS App.
10. We and you acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms, and that, upon your acceptance of these Terms, will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.
11. Questions, complaints or claims with respect to the iOS App should be directed to us at support@spokephone.com or using the contact details at spokephone.com/contact-us/.

15. SPOKE NUMBERS

1. You acknowledge and agree that:
 1. you do not own or have any legal interest or goodwill in any Spoke Number;
 2. you must not sell, transfer, lease, license or otherwise deal with any Spoke Number. You may however port Spoke Numbers as set out in clause 27.5;
 3. we are not liable to you if we are required to change, withdraw, suspend or re-assign any Spoke Number as a result of any direction given by a regulatory authority, one of our suppliers or any other body which administers Spoke Numbers; and
 4. on termination of the Services, unless the Spoke Number is ported as set out in clause 27.5, your right to use a Spoke Number may cease and we may reallocate the Spoke Number to another customer.

16. FREE TRIAL

1. If you are using the Services on a trial or promotional basis ("**Trial Period**"), your Trial Period will terminate seven days after your initial access to the Services. You can subscribe to any Service at any time during the Trial Period. We may warn you by way of email or other method, that your Trial Period is coming to an end. Following expiration of the Trial Period, if you have not subscribed to any Service, the Services may automatically cease and / or your Account may be suspended or deleted. Upon expiration of the Trial Period, any Spoke Numbers, may be deleted from your Account and you may not be able to obtain such Spoke Numbers again in the future. During the Trial Period, to the extent permitted by law, we provide the Services "AS IS" and without warranty or indemnity, and all other terms otherwise apply. We may modify or discontinue any trials or promotions at any time without notice.

17. BETA SERVICES

1. We may offer you access to beta Services prior to general release, but we make no guarantees that these Services will be made generally available ("**Beta Services**"). You understand and agree that Beta Services may contain bugs, errors and other defects, and use of Beta Services is at your sole risk. We have no obligation to provide technical support and we may discontinue provision of Beta Services at any time in our sole discretion and without prior notice to you. Beta Services are offered "AS-IS", and to the extent permitted by applicable law, we disclaim any liability, warranties, indemnities, and conditions, whether express, implied, statutory or otherwise. If you are using Beta Services, you agree to receive related correspondence and updates from us, and acknowledge that opting out of such communications may result in cancellation of your access to the Beta Services. If you provide feedback

(“**Feedback**”) about the Beta Service, you agree that we own any Feedback that shared with us, and that anything created by us or on our behalf as a result of that Feedback (including new material, enhancements, modifications or derivative works) are owned solely by us. For the Beta Services only, this clause 17 supersedes any conflicting terms and conditions in these Terms, but only to the extent necessary to resolve conflict.

18. THIRD PARTY SERVICES

1. The Services may contain links or connections to third party websites or services that are not owned or controlled by Spoke. When you access third party websites or use third party services, you accept that there are risks in doing so, and that Spoke is not responsible for such risks. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize. Spoke has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, practices of, or opinions expressed in or by any third party websites or by any third party that you interact with through the Services. In addition, Spoke will not and cannot monitor, verify, censor or edit the content of any third party site or service. By using the Services, you release and hold us harmless from all liability arising from your use of any third party website or service.

19. ARTIFICIAL INTELLIGENCE SERVICES AND DATA PROCESSING

1. We do not:
 1. use Customer Data to train or improve our underlying AI models;
 2. share or pool Customer Data with other customers' data;
 3. utilize any learning or adaptation capabilities within our AI engines when processing Customer Data; or
 4. allow any third party to do any of the foregoing.
2. You acknowledge and agree that we and third party providers of services used by us to provide the AI Services (“**Third Party AI Service Providers**”), may use automated abuse detection mechanisms designed to detect harmful content, including related to potential violations of their terms of service or acceptable use policies. If these mechanisms detect apparent child sexual abuse material, you agree and instruct that you and Third Party AI Service Providers may report the incident to the National Center for Missing and Exploited Children or other authority. See docs.aws.amazon.com/bedrock/latest/userguide/abuse-detection.html for more details about abuse detection on AWS Bedrock and related information sharing with third parties by AWS. Your instructions under this clause 19.2 constitute instructions for the purposes of the Data Processing Addendum.
3. Subject to clause 19.2, we will:

1. maintain the strict confidentiality of all AI Inputs and AI Outputs relating to you;
 2. not disclose AI Output to any third party except as expressly permitted under these Terms; and
 3. ensure that access to AI Inputs and AI Outputs is limited to those employees or contractors who need such access to provide the AI Services to you.
4. As between the parties, you retain all right, title, and interest in and to the AI Inputs, AI Outputs, and generated reports, however, we retain all right, title, and interest in and to all AI models, algorithms, processing methods, platform features, improvements and derivatives, all Spoke AI Prompts and all Intellectual Property Rights therein, including any new Intellectual Property created during the discovery, implementation or operation of the AI Services for you.
5. We disclaim, with respect to the AI Services and AI Outputs:
 1. specific accuracy levels will be achieved or maintained over time;
 2. fitness for particular use cases;
 3. consistent performance level; and
 4. error-free operation.
6. Without limiting clause 19.5, you acknowledge and agree that:
 1. the AI Outputs can be factually incorrect, irrelevant, or nonsensical;
 2. we do not check the AI Outputs to ensure that they are correct, accurate, complete, current, or suitable for use or purpose (together, the “**quality standards**”); and
 3. you are using and relying on the AI Outputs at your own risk and on an *as is* and *as available* basis.
7. To the maximum extent permitted by law and without limiting clause 25.5, we disclaim all warranties, conditions, guarantees, and/or representations relating to the AI Outputs, including relating to the quality standards. You agree that we have no responsibility or liability in relation to the AI Outputs or your use of the AI Outputs.
8. Due to the rapidly moving nature of AI, we may modify or discontinue AI Services:
 1. due to regulatory requirements;
 2. for safety or performance reasons; or
 3. if AI processing costs or access/availability becomes prohibitive.
9. If we discontinue AI Services, we will refund to you any unused AI Service-related Fees paid by you in advance.

20. FREE AND PAID USE OF THE SERVICES

1. Some of our Services are currently free of charge, but we reserve the right to charge for certain or all Services in the future. We will notify you before any Services that are currently provided free of charge become subject to Fees. If you wish to continue using such Services, you must pay all applicable Fees for such Services.

2. If you choose to sign up for any Services that incur Fees, you will be charged the then current Fees for such Services. Spoke's current fees for the Services can be found at spokephone.com/pricing. Unless otherwise agreed, all Fees paid are non-refundable.

21. DISCOUNTS

1. From time to time in its sole discretion, Spoke may offer promotions or discounts. Any promotion or discount codes must be provided to Spoke upon purchase of the Services. You are not entitled to a subsequent credit for such promotions or discounts if you do not request such credit at the time of Account creation or change of Service. Promotions and/or discounts may not be used cumulatively or be used for Services retroactively. If a promotion and/or discount is offered on a confidential basis, you agree not to disclose the promotion and/or discount and to assume full responsibility for any harm, direct or indirect, caused to Spoke by the disclosure of the promotion and/or discount.

22. BILLING AND PAYMENT

1. Where you have subscribed to the Services through an Authorized Partner:
 1. you must pay the Authorized Partner the Fees in accordance with the payment terms agreed between you and the Authorized Partner; and
 2. clause 22.2 does not apply.
2. Where you have subscribed to the Services directly with Spoke:
 1. You must pay the Fees by credit/debit card. When you subscribe to the Services, you must provide us with valid credit/debit card details (including proper billing information).
 2. You authorize us to collect the Fees from your credit/debit card. Any authorization will remain valid until thirty (30) days after you terminate our authority to charge your credit/debit card.
 3. You must notify us of any changes to your payment method, such as credit/debit card number or expiration date. If we are unable to collect the Fees from your credit/debit card, including where your credit/debit card has expired, is declined or fails for any reason, Spoke will use reasonable efforts to contact you and advise you of the failed billing attempts. You remain responsible for any uncollected accounts and Spoke reserves the right to disconnect your Services, suspend or terminate your Account and access to the Services without giving you notice.
 4. You must dispute any charges for the Services in writing to Spoke within thirty (30) days of the date of the invoice or charge by Spoke. If you fail to provide a written statement explaining in reasonable detail your reasons for disputing the charge within such time period, you hereby irrevocably waive any objection and further recourse with

regard to such charges. Written statements disputing charges must be sent to support@spokephone.com.

3. Billing cycle end dates may change from time to time, but are usually based:
 1. where you have subscribed to the Services under a contract that does not have a term, in monthly increments; or
 2. where you have subscribed to the Services under a term contract, in annual increments,

in either case from the day you first subscribed to a Service that incurs Fees (**"Billing Period"**).

4. You will be invoiced for (a) the applicable monthly fee for any Spoke Numbers you have obtained from us (if any) and, (b) the applicable monthly Recurring Fees you have added to the Services.
 5. You will be invoiced in arrears for the applicable monthly Usage-Based Fees you have consumed via the Services (if any).
 6. We may offer you unlimited use of the AI Services or an included number of conversations or minutes as part of your plan. You will pay for all use of AI Services not included on your plan.
 7. If you add Recurring Fees during a Billing Period, we prorate the new charges to your Account such that the renewal date of the new Recurring Fees coincides with your existing Billing Cycle. If you remove Recurring Fees during a Billing Period, we will not prorate nor provide refunds for any unused items or time, however, you will continue to have access to the relevant Services until the next Billing Period, when such Fees/Services are removed.
 8. If you are not using BYO Twilio, the terms set out in Appendix 1 apply.
 9. We may, by giving you at least 90 days' notice, increase the Recurring Fees with effect from the start of a Year (but not the first Year) by an amount that does not exceed the greater of 10% or the percentage increase in the applicable Consumer Price Index set out in clause 28 (or similar or equivalent index if that index ceases to be published) for the period from:
 5. in the case of the first increase in Recurring Fees, the Effective Date; or
 6. in the case of any subsequent increase in Recurring Fees, the date of the last notice of such increase.
 7. The Usage-Based Fees are subject to change from time to time. If you are not using BYO Twilio, details of charges for call minutes, messages, and similar communication services are set out at Appendix 1. Other Usage-Based Fees are available on request.
 8. Where you have subscribed to the Services through an Authorized Partner, you irrevocably agree that the Authorized Partner may at any time assign its right to receive payments in connection with the Services from you to us.

23. TAXES

1. All Fees are exclusive of any federal, state, local sales, international excise, value-added, and similar taxes or fees and administrative or recovery fees or charges (collectively “**Taxes and Fees**”). You agree to pay all Taxes and Fees and/or similar liabilities, however denominated, that may now or hereafter be levied on the Services, which are chargeable to or recoverable from customers by any federal, state, local, or international law or regulation, as well as any administrative and recovery fees and charges levied on the Services by Spoke, whether or not mandated by law or regulation. Should Spoke pay or be required to pay Taxes and Fees on your behalf(including any Taxes and Fees that were due but not charged or previously collected), you agree that Spoke or the Authorized Partner may charge you (and, if applicable, your credit/debit card on file) for any such Taxes and Fees upon receipt of an invoice showing relevant indebtedness to Spoke.

24. CONSENT TO RECEIVE COMMUNICATIONS INCLUDING SMS MESSAGES

1. You consent to receive SMS messages (including text messages), and telephone calls (including prerecorded and artificial voice and autodialed calls) from us, our agents, representatives, affiliates, or anyone communicating on our behalf (to the specific number(s) you have provided to us), with Services-related information, questions about your use of the Services, and/or Product, Account and marketing information.
2. None of your phone numbers or other information will be shared with third parties for any marketing or promotional purposes. Text messaging originator opt-in data and consent information will not be shared with any third parties.
3. You certify, warrant, and represent that the telephone number provided is your contact number and not someone else's. You represent that you are permitted to receive calls and text messages at the telephone number you have provided to us.
4. You agree and understand that communication by us, our agents, representatives, affiliates, and anyone calling on our behalf may incur costs for you to receive such phone messages, text messages, e-mails, or other communications. Standard message and data rates may apply to all SMS messages (including text messages). We may modify or terminate our SMS messaging services from time to time, for any reason, and without notice, including the right to terminate SMS messaging with or without notice, without liability to you.
5. You agree to promptly alert us whenever you stop using a telephone number.

25. SUPPORT AND FEEDBACK

1. Spoke may provide customer and technical support to you via telephone, chat, forums, FAQ and email for the Platform Services. The types of support

provided by Spoke may be dependent on the particular Services that you purchased. The types of support provided by Spoke is determined entirely by Spoke in its sole discretion and may change from time to time.

2. Spoke does not make any representations or guarantees that Spoke will be able to fully resolve any issues reported by you. Except as provided in this section, Spoke has no obligation to provide additional customer support, technical support, or to provide solutions (e.g., bug fixes to software) to any issues that may arise in your particular use of the Platform Services.
3. From time to time, Spoke may send you surveys, comment cards, customer satisfaction forms, or other requests to provide feedback. You hereby grant Spoke, its licensors, and suppliers a perpetual, unlimited, worldwide fully-paid up, royalty free license to use all feedback, answers, ideas, comments, or other information you provide to Spoke and agree that anything created by or on behalf of Spoke as a result of such feedback, answers, ideas, comments, or other information (including new material, enhancements, modifications or derivative works) are owned solely by Spoke.
4. **WARRANTIES AND DISCLAIMERS**
5. Spoke does not make any representations or warranties concerning any Customer Data or third party materials contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. THE SERVICES AND PRODUCTS ARE PROVIDED ON AN “AS-IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES OR PRODUCTS WILL BE UNINTERRUPTED, ERROR-FREE, FREE OF VIRUSES OR OTHER HARMFUL CONTENTS OR COMPONENTS, OR THAT DATA WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

26. LIABILITY

1. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL SPOKE BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR: (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, SAVINGS, BUSINESS, DATA (INCLUDING CUSTOMER DATA) OR GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) IN ANY YEAR, ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE FEES PAID BY YOU IN THE PREVIOUS YEAR (WHICH IN THE FIRST YEAR IS DEEMED TO BE THE FEES PAID BY YOU FROM THE

EFFECTIVE DATE TO THE DATE OF THE FIRST EVENT GIVING RISE TO LIABILITY.. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES OR LOSS, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

2. Spoke will not be responsible, liable, or held to be in breach of these Terms for any failure to perform its obligations under these Terms or otherwise, to the extent that the failure is caused by you failing to comply with your obligations under these Terms, or by your or your personnel's negligence or misconduct.
3. You must take reasonable steps to mitigate any loss or damage, cost, or expense you may suffer or incur arising out of anything done or not done by Spoke under or in connection with these Terms.
4. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY AND HOLD SPOKE, ITS AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, AND PARTNERS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES (ACTUAL AND CONSEQUENTIAL), LOSSES, AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM OR IN ANY WAY RELATED TO ANY THIRD PARTY CLAIMS RELATING TO (A) YOUR USE OF THE SERVICES (INCLUDING ANY ACTIONS TAKEN BY A THIRD PARTY USING YOUR ACCOUNT), AND (B) YOUR VIOLATION OF THESE TERMS. IN THE EVENT OF SUCH A CLAIM, SUIT, OR ACTION ("**CLAIM**"), WE WILL ATTEMPT TO PROVIDE NOTICE OF THE CLAIM TO THE CONTACT INFORMATION WE HAVE FOR YOUR ACCOUNT (PROVIDED THAT FAILURE TO DELIVER SUCH NOTICE SHALL NOT ELIMINATE OR REDUCE YOUR INDEMNIFICATION OBLIGATIONS HEREUNDER).

27. CANCELLING THE SERVICES

1. Where you have subscribed to the Services under a contract that does not have a term, you may terminate these Terms and your right to access and use the Services at any time, by using any self-service mechanisms found within the Services or by contacting us at support@spokephone.com.
2. Where you have subscribed to the Services under a term contract, you may cancel the Services and terminate your Account within 30 days of your contract renewal date by contacting us at support@spokephone.com.
3. We may terminate or suspend Services for any reason within our sole discretion, including:
 1. non-payment of Fees;
 2. security violations by you;
 3. violation of laws by you;
 4. excessive resource usage by you;
 5. any other breach of these Terms by you; or
 6. if you become insolvent, liquidated or bankrupt, have an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed, become subject to any form of insolvency action or external administration, or cease to continue business for any reason.

4. Upon termination you must:
 1. pay all undisputed outstanding Fees; and
 2. cease use of all Services.
5. Providing your Account is in good standing, you may port away Spoke numbers to any other carrier or provider that supports number porting.
6. Account termination may result in the destruction of any Customer Data associated with your account, including any Spoke Numbers. We will try to provide advance notice to you prior to our terminating your account so that you are able to retrieve any important Customer Data stored in your account (to the extent allowed by law and these Terms), but we may not do so if we determine it would be impractical, illegal, not in the interest of someone's safety or security, or otherwise harmful to the rights or property of Spoke.
7. If your Account is terminated either by you or by us, we will not be able to restore or otherwise recreate your account or Customer Data, including any Spoke Numbers or other phone numbers you may have obtained from us or ported into Spoke that you have not ported-out prior to termination. We are under no obligation to assist you in retrieving, repurchasing, or otherwise reestablishing any phone numbers not ported-out by you prior to termination.
8. If either you or Spoke terminate your Services or Account, your access to the Services will immediately cease, and you will immediately be charged for Usage-Based Fees from the start of the current Billing Period until the date of termination. There are no refunds for any payments you made for Services in advance unless otherwise allowed for in these Terms.
9. Provisions that, by their nature, should survive termination of these Terms will survive termination. By way of example, all the following will survive termination: any obligation you have to pay the Fees or indemnify us, any limitations on our liability, any terms regarding ownership or Intellectual Property Rights, and terms regarding disputes between us.

28. CONTRACTING ENTITY, GOVERNING LAW AND DISPUTES

1. The company that you are contracting with under these Terms is stated below. These Terms are governed and will be construed in accordance with law stated below. You submit to the non-exclusive jurisdiction of the courts stated below for any matter or dispute arising in relation to these Terms.
- If you are domiciled in: The United States of America
 1. you are contracting with: Spoke Network Inc., a Delaware corporation
 2. under the governing law of: State of California
 3. and we and you submit to the non-exclusive jurisdiction of the courts of: State of California
 4. and the applicable Consumer Price Index will be: the United States Consumer Price Index as produced by the US Bureau of Labor Statistics
- If you are domiciled in: The United Kingdom
 1. you are contracting with: Spoke Network Inc., a Delaware corporation
 2. under the governing law of: England

3. and we and you submit to the non-exclusive jurisdiction of the courts of: England
4. and the applicable Consumer Price Index will be: the United Kingdom Consumer Price Index as produced by the Office for National Statistics
- If you are domiciled in: Any other country other the the United States or the United Kingdom
 1. you are contracting with: Spoke Network Limited, a company incorporated in New Zealand, company number 6033517
 2. under the governing law of: New Zealand
 3. and we and you submit to the non-exclusive jurisdiction of the courts of: New Zealand
 4. and the applicable Consumer Price Index will be: the New Zealand Consumer Price Index issued by Statistics New Zealand.
2. Any dispute arising from or relating to these terms will be settled in the location, with the third party arbitrator and arbitration method set out below:
 - If you are domiciled in: The United States of America
 1. the arbitration will be held in: San Francisco County, California
 2. the arbitrator will be: a commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who will be selected from the appropriate list of Judicial Arbitration and Mediation Services, Inc. ("JAMS") arbitrators in accordance with such rules
 3. and the arbitration will be in accordance with: the Federal Arbitration Act and the Streamlined Arbitration Rules and Procedures of JAMS
 - If you are domiciled in: The United Kingdom
 1. the arbitration will be held in: England
 2. the arbitrator will be: an arbitrator appointed in accordance with the International Court of Arbitration of the International Chamber of Commerce ("ICC") Rules of Arbitration
 3. and the arbitration will be in accordance with: the ICC's Rules of Arbitration
 - If you are domiciled in: Any other country other the the United States or the United Kingdom
 1. the arbitration will be held in: New Zealand
 2. the arbitrator will be: an arbitrator nominated by the Chair for the time being of the Resolution Institute
 3. and the arbitration will be in accordance with: the Arbitration Act 1996 (New Zealand) and the current Resolution Institute Arbitration Rules
3. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction.
4. This clause 28 does not affect either party's rights to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction.

29. MISCELLANEOUS

1. We are not liable to you for any failure to perform our obligations under these Terms to the extent caused by an event beyond our reasonable control.
2. If we need to contact you, we may do so by email. You agree that this satisfies all legal requirements in relation to written communications. You may give notice to us under or in connection with these Terms by emailing support@spokephone.com.
3. The failure of either you or us to exercise, in any way, any right herein will not be deemed a waiver of any further rights hereunder.
4. You and Spoke agree there are no third party beneficiaries intended under these Terms.
5. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that the remaining provisions of these Terms will otherwise remain in full force and effect and enforceable.
6. We are your independent contractor. No agency, partnership, joint venture, or employment is created as a result of these Terms and you do not have any authority of any kind to bind Spoke in any respect whatsoever.
7. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without Spoke's prior written consent. You remain liable for your obligations under these Terms despite any assignment, subcontracting or transfer. Any assignment, novation, subcontracting or transfer must be in writing. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.
8. You agree that Spoke may identify you as a user of the Services in its business deals; press releases; marketing materials; electronic, printed, and broadcast advertising; newsletters; mailings; trade shows; other promotional materials; on Spoke's website; or any other third-party website where Spoke or its designated agents may promote the Services. You hereby grant Spoke and its agents an irrevocable, perpetual, worldwide, non-exclusive, fully paid-up, royalty-free license (with right to sublicense) to use, reproduce, publish, and display your name, trademarks, service marks, designs, logos, and symbols in connection with such purpose.
9. You agree not to directly or indirectly through a third party engage in any conduct or make any communication (public or private) that disparages Spoke or the Services in any way. Such communications include, but are not limited to, publishing, posting, printing, disseminating, or otherwise making such disparaging statements on or through the Internet, in any blog, or through any other form of social media. You further agree not to solicit or encourage, directly or indirectly, any such statements, comments, or communications by any third-party. Spoke may terminate your access to the Services if you breach the requirements of this section.
10. You and Spoke agree that these Terms constitute the entire agreement between you and Spoke, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. The parties have not relied on

any representation, warranty or agreement relating to these Terms or the Services that is not expressly set out in these Terms and no such representation, warranty or agreement has any effect from the Effective Date.

APPENDIX 1 – SPOKE CLOUD COMMUNICATION INFRASTRUCTURE CHARGES

1. **Application:** This Appendix 1 applies if you use communication infrastructure provided by Spoke in connection with the Platform Services
2. Spoke may offer you free inbound and/or outbound calling on certain call routes as part of your plan. You will pay for all other calls not included on a plan made to any number. Current inbound and outbound call pricing can be found online on our call-costs page at spokephone.com/call-costs. Calls are charged per minute, rounded up to the nearest full minute, and the cost per minute may differ based on number type (e.g. geographic, toll-free, shared-service, etc.) and by location from where you are calling or being called from. Your outbound calls are charged monthly and you can download invoices for these calls here: account.spokephone.com/subscription/invoice-history.
3. Spoke may offer you free inbound and outbound SMS, WhatsApp or other messaging as part of your plan. You will pay for all other messages received or sent beyond those countries and or volume offered in your plan. Current message pricing can be found online at spokephone.com/call-costs.
4. In some countries, calls to mobile numbers, free-phone numbers, and shared-services numbers (e.g. 13/1300 numbers in Australia) can be subject to significant carrier and/or government inbound termination charges. If you provision, or have requested such numbers to be provisioned, on your Account, you are responsible for all such costs incurred, including any fraud that may occur on your Account. Current inbound call pricing can be found online at spokephone.com/call-costs.
5. Some countries are high-risk for toll fraud given the nature of their call charges and regulatory infrastructure. Spoke has blocked several known high-risk call routes on all accounts, including your account ("**Known high-risk routes**"). There may be other high-risk call routes unknown to and not blocked by Spoke ("**New high-risk routes**"). Spoke will do its best to quickly identify and block New high-risk routes, but you assume the risk of calls Users make to New-high risk routes until identified and blocked. If you request that Spoke unblock calls to Known high-risk routes and New high-risk routes, you assume all liability for all calls to/from those routes, including toll-fraud, that may occur on your account.
6. You are responsible for paying all charges on your Account, including toll-free, local, long distance, international call minutes, additional feature charges, automated operators or operator assisted charges, and directory assistance charges, and for all taxes, surcharges, and fees imposed on you or us as a result of your use of the Service.

APPENDIX 2 – BYO TWILIO TERMS

1. This Appendix 2 applies if you elect to use BYO Twilio.
2. When you elect to use BYO Twilio:
 2. you agree to:
3. maintain a standard Twilio account and provide us with API access necessary for the Platform Services to function within your Twilio environment;
 2. accept responsibility for all charges incurred on your Twilio account resulting from use of the Platform Services, including: call minutes, messaging, phone number rentals, and other Twilio services; and
3. understand that we cannot directly access your Twilio account dashboard without explicit temporary access permission from you;
4. under BYO Twilio:
 2. the Platform will run within your infrastructure environment rather than our infrastructure;
 3. we will deploy and update the Platform Services to your Twilio environment automatically without requiring access to your Twilio account; and
 4. we maintain the same responsibilities for Platform Services functionality, updates, and maintenance regardless of which infrastructure environment is used; and
5. if you or others make changes to your Twilio configuration that disrupt the Platform Services, we may charge standard support rates to diagnose and resolve issues caused by such changes.

APPENDIX 3 – BYO AI SERVICES

1. This Appendix 3 applies if you request us to connect, or you connect, our AI Services to your AWS account.
2. You will provide and maintain the necessary AWS API keys allowing our AI Services to access and use your AWS account.
3. You understand that we have no access to login to or change your AWS account. Should you require our assistance to troubleshoot the AI Services, we may require temporary administrator level access to your AWS account to resolve certain issues.
4. You acknowledge that our AI Service requires the use of specific named versions of specific third party AI models (“**Required AI Model**”) and that these versions and models may change from time-to-time. You agree to: (a) ensure the AI model selected in your AWS account is always set to the Required AI Model; and (b) change the AI model selected in your AWS when requested by us. Should your AWS account not be set to the Required AI Model, your use of and access to, and the functionality, quality of the AI Outputs and general performance of the AI Service may degrade or stop working entirely. In such cases, we are under no obligation to provide any support or refund for the affected AI Service.

5. Should you or other parties make changes to your AWS account that breaks or otherwise degrades the AI Service, or its functionality, performance, or use, we reserve the right to charge you for support services required to resolve the issue, at our then current hourly rate.
6. Use of the AI Service consumes AWS services and will incur charges on your AWS account. You are solely responsible for these charges and payment thereof. Such AWS charges can include compute costs, AI costs, data transmission costs, API costs, etc.

Previous Versions

- [2023-08-07](#)
- [2021-03-03](#)
- [2020-07-20](#)
- [2019-08-13](#)
- [2017-02-01](#)