



NuVoice.AI Terms of Use

Effective Date: 3/18/2025

These Terms of Use ("Terms") govern the use of the Speech Translation API ("Service") provided by Essofore LLC d/b/a/ NuVoice.AI ("Provider", "Us", "We") through AWS Marketplace. By subscribing to and using the Service, you ("Buyer", "You") agree to these Terms.

Service Offering

The Service is provided as a **Software-as-a-Service (SaaS)** through AWS Marketplace. Buyer is granted access to use the Service as long as they maintain an active subscription in compliance with AWS Marketplace terms.

Payment and Subscription

Buyer agrees to make regular payments for the Service according to their agreement with AWS Marketplace. All billing, invoicing, and payment processing will be handled through AWS Marketplace.

Use of Service

Buyer is free to use the Service for any lawful purpose. However, the Service is provided **"as-is"** without any express or implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. Provider does not guarantee uninterrupted or error-free operation of the Service.

Indemnification and Hold Harmless

Buyer agrees to indemnify, defend, and hold harmless the Provider, its affiliates, officers, employees, and agents from any claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising from: Buyer's use of the Service, Buyer's violation of these Terms, Any third-party claims related to Buyer's use of the Service.

No Refunds & Cancellation

All payments for the Service are **non-refundable**. Buyer may cancel their subscription at any time in accordance with their agreement with AWS Marketplace. Upon cancellation, access to the Service will be terminated at the end of the current billing period.

Limitation of Liability

To the maximum extent permitted by law, Provider shall not be liable for any direct, indirect, incidental, consequential, special, or punitive damages arising from or related to Buyer's use of the Service, even if Provider has been advised of the possibility of such damages.

Modifications to Terms

Provider reserves the right to modify these Terms at any time. Any changes will be effective upon posting to AWS Marketplace or Provider's official communication channel. Continued use of the Service constitutes acceptance of the modified Terms.

Arbitration

PLEASE NOTE THAT THIS AGREEMENT PROVIDES FOR THE MANDATORY ARBITRATION OF DISPUTES AND INCLUDES A WAIVER OF THE RIGHT TO A JURY TRIAL AND CLASS ACTION WAIVER, AS SET FORTH BELOW.

Most user issues can be resolved informally by contacting our customer service by e-mail at support@nuvoice.ai. However, if you have a dispute with Us, and you are unable to resolve the dispute informally, you and Us agree that upon demand by either you or Us, the dispute will be resolved through binding arbitration. A "dispute" is any unresolved disagreement between you and Us, regardless of when the claim arose, and includes claims based on contracts, torts, statutes,

regulations, common law, and equitable claims. All statutes of limitation applicable to any dispute shall apply in any arbitration between you and Us.

YOU AND US AGREE THAT YOU ARE EACH WAIVING THE RIGHT TO A JURY TRIAL OR A TRIAL BEFORE A JUDGE IN COURT. You and Us further agree that each may bring claims against the other only in an individual capacity, and that neither you nor Us shall be entitled to join or consolidate claims by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or on behalf of the general public, or as a private attorney general. You and Us agree that the arbitrator may award injunctive relief only in favor of the party seeking relief, and only to the extent necessary to provide relief warranted by that party's individual claim. In the event of any inconsistency between this arbitration provision and any provision contained in any other applicable Guidelines, disclaimer or privacy policy, this arbitration provision shall control.

Each arbitration, including the selection of the arbitrator, will be administered by the American Arbitration Association (the "AAA") according to its Commercial Arbitration Rules (the "AAA Rules"). The AAA Rules are available online at www.adr.org, or by calling the AAA at 1-800-778-7879. In the event of any inconsistency between the AAA Rules and this arbitration provision, this arbitration provision shall control. Either party may demand arbitration of a dispute at any time, regardless of whether a lawsuit or other proceeding has previously been commenced. Either party may demand arbitration by completing the form for Consumer-Related Disputes provided for that purpose, and following the instructions on the form. The form is available on the AAA's website, www.adr.org, or by calling AAA Case Filing Services at 1-877-495-4185. You should attach a copy of this arbitration provision, which will remain available online. If you demand arbitration, you must send a copy of the form to legal@nuvoice.ai. If We demand arbitration, you will be sent a copy of the form or other demand, by U.S. Certified Mail or other overnight, traceable courier at the most current postal address that We have for you in our records. Except as otherwise provided by applicable law, each party will remain solely responsible for their own attorneys' fees and expenses incurred in connection with the arbitration.

You and Us agree that: (1) the parties are participating in transactions affecting interstate commerce; (2) this arbitration provision and any resulting arbitration are governed by the Federal Arbitration Act (Title 9 of the United States Code); (3) the arbitrator shall decide any dispute regarding the interpretation, application, or enforceability of this arbitration provision; (4) neither party will disclose, to any third party, any information obtained from the other party in the arbitration proceeding, except as required by applicable law; and (5) neither party will be entitled to rely on any arbitration award, finding of fact, or conclusion of law issued in any other arbitration proceeding

involving only one of the parties. This arbitration provision shall survive the termination of any other contract between You and Us.

This is the complete Agreement between you and us on the subject of arbitration. No party is relying on any representations except as specifically set forth in this Agreement. If any provision of this Agreement is held to be void or unenforceable, that shall not affect the validity of the remainder of the Agreement, and all other provisions shall remain in full force and effect.

For any questions or concerns regarding these Terms, please contact us at support@nuvoice.ai.