

These AI Features Service-Specific Terms form an integral part of the T&Cs available at <https://legal.aircall.io> and apply in addition to them. Any capitalized terms used but not defined herein shall have the meaning assigned to them in the T&Cs. In the event of any conflict between the AI Features Service-Specific Terms and the T&Cs, the AI Features Service-Specific Terms shall prevail. Aircall may update these AI Features Service-Specific Terms at any time.

The AI Features require a subscription to Aircall's Services by the Customer.

By clicking on the "Accept" button and/or entering into an Order Form, or otherwise using and/or permitting any User to access and/or use any of the AI Features, including for trial purposes, Customer acknowledges that it (a) has read, agreed, and will comply with the AI Features Service-Specific Terms; (b) agrees to be bound by the AI Features Service-Specific Terms; and (c) warrants and represents that its representative: (i) is at least eighteen (18) years of age or the applicable statutory age of majority to enter into a binding agreement, (ii) has the capacity to enter into a contract; and (iii) has the right, power, and authority to enter into this Agreement on behalf of the Customer and to bind Customer to the AI Features Service-Specific Terms.

IF CUSTOMER DOES NOT AGREE TO THESE AI FEATURES SERVICE-SPECIFIC TERMS, CUSTOMER OR USERS MAY NOT ACCESS OR USE THE AI FEATURES.

1. Use Limitation

- a. In addition to Section 6 (Permissible Use Policy) of the T&Cs, Customer shall not use the AI Features or Output Content to discover any underlying components of the models, algorithms, and systems, such as exfiltrating the weights of models.
- b. Customer shall not use web scraping, web harvesting, or web data extraction methods to extract data from the AI Feature(s) or from Output Content.
- c. Customer shall not, and shall ensure that its Users do not: (i) use any Output Content generated through any AI Feature to train, test, fine-tune, or otherwise improve any artificial intelligence or machine learning model; (ii) upload or provide any such Output Content to any third-party artificial intelligence or machine learning service for the purpose of creating, cloning, or replicating a voice model or any other AI model; or (iii) use any such Output Content to research, develop, or produce products or services that compete with Aircall or any of its third-party AI providers.
- d. Customer shall not use any AI Feature to generate, produce, or disseminate content that is deceptive, fraudulent, or designed to mislead recipients, including, without limitation, as to the nature, origin, or authenticity of the content. For the avoidance of doubt, this prohibition applies to all forms of AI-generated output including, without limitation, synthesised voice, text, and audio content.
- e. Customer acknowledges and agrees that the AI Features are not designed or intended to be used for emergency calls, and Customer shall not use or permit the use of the AI Features in conjunction with any emergency calls, emergency services, or emergency providers.
- f. Aircall may limit Customer's access to or use of Output Content or the AI Feature(s) if Aircall has a reasonable basis to believe that the Input Content, Output Content or Customer's use of the AI Feature(s):
 - i. is inconsistent with requirements in the product documentation for the AI Feature(s), as updated from time to time;
 - ii. violates the Permissible Use Policy; or
 - iii. violates the terms of the AI Features Service-Specific Terms or the T&Cs.

- g. The AI Features do not use Customer Data submitted to the Services or Output Content to train, retrain, or improve the AI Feature foundation models.

2. Intellectual Property Rights and Third-Party Claims

- a. Aircall does not own Customer's Output Content. Customer understands and acknowledges that generative AI systems may produce similar responses to similar prompts or queries from multiple customers, and that Customer's rights in Output Content may not be enforceable against other users of the AI Features. Aircall's indemnification obligations under Section 11.2 of the T&Cs do not apply with respect to any Output Content.
- b. The Customer is solely responsible for the information, including Customer Data, uploaded through the AI Features ("Input Content") and for ensuring that the Input Content complies with Applicable Laws (in particular data protection and privacy laws and regulations, intellectual property law), the Agreement and any third party's policy.

3. Representations, Warranties, and Disclaimer

- a. Customer acknowledges and agrees that Aircall is not responsible for any Output Content, including, the quality, accuracy, currency, or completeness of any Output Content, and makes no representations or warranties with respect thereto. In addition to Section 10.5 (Disclaimer) of the T&Cs, Customer acknowledges that the AI Features are provided on an 'as is' and 'as available' basis and that Aircall does not accept any liability arising in any way from the Customer's use of the Output Content or any omissions or errors contained in the Output Content.
- b. Customer represents and warrants that it shall be solely responsible for the processing and use of Output Content in accordance with Applicable Laws, including any damage or loss caused or alleged to be caused by or in connection with its access to or use of the AI Features, use of the Output Content, or reliance on the Output Content. The Customer understands and agrees that the use of the Output Content is at the Customer's sole risk. The Customer warrants that if the Output Content generated by the AI Features includes material that breaches Applicable Law and/or any third-party rights, the Customer shall refrain from using such Output Content in any way.
- c. Customer agrees that, as between the parties, Customer is the sole user of the AI Features and sole initiator of any call or other communication transmitted via the AI Features. Aircall is not responsible for reviewing any Input Content or Output Content, or the contents of any communication transmitted using the AI Features, nor is it responsible for providing any notices or disclosures to, or obtaining any necessary consents or permissions from, any of the parties involved in the call or other communication. Without limiting the foregoing, Customer acknowledges and agrees that Customer is solely responsible for clearly and conspicuously notifying the consumer when the consumer is interacting with an AI Feature that involves an artificial intelligence chatbot or other technology capable of mimicking human behaviors. The Customer is responsible for obtaining any required consent from the end user in accordance with Applicable Law for the use of the AI Features. The Customer's privacy documentation must include information regarding the processing of any data subjects and end user's information through the AI Features.
- d. Without limiting the foregoing, Customer acknowledges and agrees that the use of AI Features may be subject to laws and regulations that impose obligations in respect of, including without limitation: (i) providing transparency notices or disclosures regarding the use of artificial intelligence in connection with the Services; (ii) obtaining consent prior to AI-driven processing of personal data or communications; (iii) any other consent, notice, disclosure, or documentation requirements applicable to AI-generated content or AI-assisted interactions under applicable law; and (iv) requirements related to automated decision making, including profiling. Customer is solely responsible for ensuring that its deployment and use of the AI Features complies with all applicable laws and regulations in each jurisdiction in which it operates or in

which its end users are located. Aircall does not represent that the AI Features are compliant with the laws of any particular jurisdiction and accepts no liability for Customer's failure to comply with applicable requirements.

4. Third-Party AI Technology

- a. Customer acknowledges that Aircall may use technology provided by third-party AI providers and internal proprietary technology. Customer acknowledges that its Input Content and Output Content may be shared with and processed by third-party AI providers to enable Customer's use of the AI Features, for content moderation, and other business purposes consistent with the Agreement and these AI Features Specific Terms.

5. AI Features Performance Monitoring

- a. Aircall reserves the right to monitor and evaluate the performance of the AI Features on an ongoing basis in its discretion for purposes of reviewing safety and reliability metrics, as well as quality and compliance of such features with Applicable Laws. For this purpose, Aircall may access Customer Data, including Input Content and Output Content, to investigate and verify suspected AI Feature malfunctions or issues within its AI models, evaluate system performance, address errors or biases, and maintain or improve functionality, unless Customer expressly opted-out of this purpose in Dashboard.
- b. The Customer acknowledges that opting out of such monitoring may reduce Aircall's ability to identify and address performance issues, which could limit the optimal performance, functionality, and reliability of its AI Features.

6. AI Voice Agent Service-Specific Terms

- a. **Use Restrictions.** In addition to Customer's obligations in the Permissible Use Policy, Customer shall not configure or use the AI Voice Agent to:
 - i. impersonate any specific named individual, whether living or deceased, misrepresent its affiliation with any entity or organization, or represent that the calling party is a human being when asked by the called party,
 - ii. to make or initiate any calls or other communications in violation of any Applicable Laws, including, without limitations, laws and regulations related to the use of artificial or prerecorded voices,
 - iii. provide services to, or conduct AI voice interactions on behalf of, any governmental or public authority body, or
 - iv. solicit, collect or process payment card information or in the event credit card, debit card or other payment information is made available to Customer and/or User during a call.
- b. **Human Agent.** Customer must ensure (where required under Applicable Law) that callers interacting with the AI Voice Agent are provided with a clear and accessible means to request escalation to a human agent at any point during the interaction and that human agents are available to receive such escalations.
- c. **Voice Model and Audio Warranty.** Where Customer uses a voice model, voice clone, or synthesized audio in connection with the AI Voice Agent (a "Custom Voice"), whether created through Aircall's integrated third-party voice providers or otherwise, Customer warrants and represents that: (i) it has obtained all necessary consents, licences, and authorisations from any individual whose voice, likeness, or audio recordings were used to create or train such Custom Voice; (ii) the Custom Voice does not infringe any third-party right, including, without limitation, intellectual property rights, personality rights, or rights of publicity; and (iii)

Customer will maintain such consents and licences for the duration of its use of the Custom Voice and will provide evidence of the same to Aircall upon request. This warranty shall survive the termination or expiry of the Agreement.

- d. **Monitoring Rights.** Customer acknowledges and agrees that communications initiated by the AI Voice Agent may be restricted for certain categories of Aircall Numbers as per Applicable Laws. Customer shall use the AI Voice Agent in compliance with these restrictions. Aircall reserves the right to monitor AI Voice Agent usage patterns including, without limitation, outbound call volumes, answer rates, call duration, opt-out rates, and carrier or third-party analytics provider labelling signals, for the purposes of detecting misuse, protecting the integrity of Aircall Numbers, and ensuring compliance with the Agreement and Applicable Laws. Such monitoring does not constitute an obligation on Aircall to identify or prevent any particular misuse.
- e. **Volume Controls.** Aircall may, in its sole discretion: (i) impose call volume or call-rate limits on Customer's use of the AI Voice Agent; and (ii) require Customer to submit outbound outreach initiatives or call scripts for Aircall's review prior to launch where Aircall reasonably determines that the nature or volume of the initiative presents elevated risk of number flagging or regulatory non-compliance. For the avoidance of doubt, nothing in this Section 6 (AI Voice Agent Service-Specific Terms) limits Aircall's right to suspend Customer's access to the Services (including the AI Voice Agent) under Section 13.2 (Suspension) of the T&Cs.
- f. **Customer Notification Obligation.** Customer shall notify Aircall promptly, and in any event within five (5) business days, upon becoming aware that any telephone number used in connection with the AI Voice Agent has been labelled as "spam," "scam likely," or any equivalent designation by a carrier, network operator, or third-party analytics provider. Customer shall cooperate with Aircall in good faith in any resulting investigation and shall promptly take such remedial action as Aircall reasonably requests.
- g. **Audit.** Aircall may, upon reasonable notice to Customer or, where a violation of these AI Features Service-Specific Terms or the T&Cs is reasonably suspected, without prior notice: (i) request access to and review of any AI Voice Agent call scripts, voice model configurations, outreach parameters, or related settings; and (ii) require Customer to suspend, modify, or terminate any use of the AI Voice Agent. Customer shall respond to any such request within five (5) business days. Failure to cooperate shall constitute a material breach of the Agreement and may result in immediate suspension of the AI Voice Agent and/or the Services pursuant to Section 13.2 (Suspension) of the T&Cs.

7. AI Messaging Agent Service-Specific Terms

- a. **Use Restrictions.** In addition to Customer's obligations under the Permissible Use Policy and Section 1 (Use Limitations) of these AI Features Service-Specific Terms, Customer shall not configure or use the AI Messaging Agent to: (i) represent that the responding party is a human being when directly asked by an end user; (ii) send or facilitate any communication in violation of Applicable Laws, including laws and regulations governing automated messaging, consumer protection, and data privacy; (iii) process or respond to messages in connection with emergency services or emergency communications of any kind; or (iv) handle conversations on behalf of any governmental or public authority body.
- b. **Human Escalation.** Where required by Applicable Law, Customer must ensure that end users interacting with the AI Messaging Agent are provided with a clear and accessible means to request escalation to a human agent at any point during the interaction, and that human agents are available to receive such escalations.
- c. **Messaging Channel Platform Policies.** Customer acknowledges that certain messaging channels available through the AI Messaging Agent may be subject to the terms, policies, and technical requirements of third-party platform providers. Customer is solely responsible for ensuring that its use of the AI Messaging Agent on any such channel complies with the applicable platform provider's terms. Additional channel-specific

terms may be set out in the applicable Order Form.

Description of AI Features

AI Feature	Feature Details	Set-Up	Pricing and Billing
<p>AI Voice Agent</p>	<p>A 24/7 virtual co-worker that autonomously handles inbound and outbound calls, including answering FAQs, and capturing call participant details, and initiating outbound interactions.</p> <p>Aircall does not support any emergency calls to any type of emergency services of any kind.</p>	<p>Customers can create multiple agents.</p> <p>A testing option is available for created agents (via a "Test" button on the setup page).</p> <p>Customer can integrate agents into their Smartflows for each phone line.</p>	<p>Usage Fees:</p> <ul style="list-style-type: none"> Inbound Calls: Fees shall be calculated on a consumption basis by multiplying the per-minute rate then- applicable to such use ("Per-Minute Rates") with the Chargeable Time Outbound Calls: Fees consist of (i) an origination fee charged per outbound call attempt regardless of call outcome, at the then-applicable rate; and (ii) Per-Minute Rates applied from the moment of connection. Ringing time is not charged. <p>All fees are invoiced monthly in arrears. Fees apply to usage, not agent creation.</p>
<p>AI Messaging Agent</p>	<p>A 24/7 virtual co-worker that autonomously handles inbound SMS or WhatsApp messages, including answering FAQs, and capturing participant details, and initiating outbound interactions.</p> <p>Aircall does not support any emergency messages to any type of emergency services of any kind.</p>	<p>Customers can create multiple agents.</p> <p>A testing option is available for created agents (via a "Test" panel on the setup page).</p> <p>Customers can choose which phone lines get associated to each agent and choose to activate it 24/7 or define working hours. Eligibility of phone lines for use with the AI Messaging Agent may vary depending on number type and geography, as further detailed in Aircall's Website.</p>	<p>Usage Fees:</p> <p>Fees shall be calculated on a "AI Conversation" basis: any external line interacting with any aircall line with an AI Messaging agent until the interaction is considered complete is counted as one "AI Conversation" as further detailed on the Website.</p> <p>All fees are invoiced monthly. Fees apply to usage, not agent creation.</p> <p>Channel costs (SMS, MMS, WhatsApp) apply separately.</p>

<p>AI Assist</p>	<p>Conversational intelligence analysis providing call summary, action items, talk ratios, key topics, call scoring and sentiment analysis for each call.</p>	<p>Customers can enable/disable transcription and insights generation at line level.</p> <p>Customers can enable/disable synchronizing those generated insights with their integration Customers can access AI insights through Public API.</p> <p>For Customers subscribing to a Professional Plan (as described in the Aircall Site) AI Assist is automatically bundled with each User License. The Customer retains the sole responsibility to enable or disable this feature for each or all named User via the Aircall Dashboard.</p>	<p>Fixed Fee per license.</p> <p>Fee applies to all subscribed Aircall licenses.</p> <p>For Customers subscribing to the Professional Plan, AI Assist is included by default in the Fixed Fees associated with each subscribed User License.</p>
<p>AI Assist Pro</p>	<p>Advanced AI add-on providing real-time call assistance and automated workflows. Includes all AI Assist features (as listed above) and:</p> <ul style="list-style-type: none"> • Live Transcription • Live Prompts (real-time guidance) • Playbooks (SPICED, BANT, MEDDIC, PACT, custom) • Contact Insights • Automated CRM updates • Automated email follow-up • Automated call scoring and 	<p>Customers can enable/disable features at Number level (Live Transcription, Live Prompts, Playbooks) or Account level (Contact Insights, Automated CRM updates, Automated call scoring).</p> <p>Requires Pro license assignment to users.</p>	<p>Fixed Fee per license.</p>

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