

VoiceMate Terms of Service

Last updated: May 9, 2025

These Terms of Service ("Terms") govern your access to and use of the VoiceMate services, including our website, mobile application, and any related products or services ("Services"). By using the Services, you agree to be bound by these Terms. If you do not agree, do not use the Services.

1. Who We Are

VoiceMate is a New Zealand-based service that provides an AI voice assistant for businesses, including tradespeople and real estate professionals. You can contact us at support@voicemate.co.nz.

2. Eligibility

You must be at least 13 years old to use our Services. If you are under 18, you must have permission and direct supervision from a parent or legal guardian.

3. Service Overview

VoiceMate offers AI-driven call answering, lead booking, and scheduling tools designed to improve productivity and customer response times for service businesses.

We reserve the right to update, change, or discontinue parts of the Services at any time with or without notice.

4. Accounts and Registration

You may need to register for an account to access certain features. You agree to provide accurate and complete information and keep your account details up to date. You are responsible for

maintaining the confidentiality of your login credentials.

5. Fees and Billing

- Fees are outlined on our pricing page or communicated directly.
- By subscribing, you authorise us to charge your chosen payment method on a recurring basis.
- Setup fees are non-refundable.
- All payments are in NZD and include GST where applicable.
- You may cancel your subscription at any time. Cancellations take effect at the end of your current billing cycle.

6. Acceptable Use

You agree not to:

- Use the Services for any illegal or unauthorised purpose
- Disrupt or compromise our systems or Services
- Access the Services via automated or non-human means
- Upload malicious code or infringe on others' rights

We reserve the right to suspend or terminate your access for violating these terms.

7. Intellectual Property

- All intellectual property rights in the Services, including our branding, content, and software, remain ours or our licensors'.
- You retain ownership of your data and grant us a licence to use it only as needed to provide the Services.
- Feedback or suggestions you provide may be used by us without obligation or compensation.

8. Privacy and Data Use

Our use of personal information is governed by New Zealand's Privacy Act 2020 and our Privacy

Policy. We may use anonymised, aggregated data to improve the Services. You are responsible for obtaining consent from your clients if required.

9. Termination

These Terms remain in effect until either party terminates. You may terminate by giving written notice. We may terminate or suspend your access immediately for breach of these Terms or if your use poses a risk.

Upon termination:

- You must pay any outstanding Fees.
- We may delete or restrict access to your data.
- You may request a copy of your data within 30 days (fees may apply).

10. Disclaimers

VoiceMate is provided "as-is" and "as-available". We do not guarantee uninterrupted or error-free service. To the maximum extent allowed by law, we disclaim all warranties, express or implied.

11. Limitation of Liability

- Our total liability to you will not exceed NZD \$100.
- We are not liable for indirect, incidental, or consequential damages.
- These limitations apply to the extent permitted by law.

12. Indemnity

You agree to indemnify and hold harmless VoiceMate, its directors, staff, and affiliates from any claims or losses related to your use of the Services, your Contributions, or your breach of these Terms.

13. Updates to Terms

We may revise these Terms at any time. Material changes will be communicated via email or website notice. Continued use of the Services constitutes your acceptance of the updated Terms.

14. Governing Law

These Terms are governed by the laws of New Zealand. Any disputes will be resolved in the courts of New Zealand.

15. Miscellaneous

- These Terms constitute the full agreement between you and VoiceMate.
- If any part is unenforceable, the rest remains in effect.
- We may assign our rights and obligations under these Terms.
- No agency, partnership, or employment relationship is created.
- Notices may be sent via email or posted on our website.