AIAgens

Terms of Service

Version 2.0 | Effective: January 26, 2026

1. Introduction and Acceptance

These Terms of Service ("Terms") constitute a legally binding agreement between you ("Customer", "you", or "your") and **Exatoshi AG**, a company incorporated under Swiss law with registered office at Via Riva Paradiso 30, 6900 Paradiso, Switzerland ("AIAgens", "we", "us", or "our").

By accessing or using our AI voice assistant services ("Services"), you agree to be bound by these Terms. If you do not agree, do not use our Services.

> **Important:** These Terms include provisions for dispute resolution through arbitration in Switzerland. Please read Section 16 carefully.

2. Definitions

- **"Services"** means AIAgens' AI voice assistant platform, including all features, APIs, and related services.
- **"Customer Data"** means all data submitted by Customer to the Services.
- **"End User"** means any individual who interacts with an AI assistant powered by AIAgens.
- **"Subscription"** means the paid plan selected by Customer.
- **"Credits"** means prepaid usage units (1 credit = 1 second of AI interaction).

3. Services Description

3.1 Core Services

AIAgens provides:

- AI-powered voice assistants for customer interactions

- Appointment scheduling and calendar management
- Call transcription and conversation logging
- CRM integration and customer management
- Analytics and reporting dashboard

3.2 Service Availability

We target 99.9% uptime for our Services. Scheduled maintenance will be notified at least 48 hours in advance. Current status is available at: https://status.aiagens.ch

4. Account Registration

4.1 Account Requirements

To use our Services, you must:

- Be at least 18 years old or the legal age in your jurisdiction
- Have authority to bind your organization (if registering for a business)
- Provide accurate and complete registration information
- Maintain the security of your account credentials

4.2 Account Responsibilities

You are responsible for all activities under your account. Notify us immediately at security@aiagens.ch if you suspect unauthorized access.

5. Subscriptions and Payment

5.1 Subscription Plans

Plan	Credits/Month	Features
Essential	3,600 (1 hour)	1 AI agent, basic analytics
Professional	18,000 (5 hours)	3 AI agents, advanced analytics, calendar integration
Enterprise	Custom	Unlimited agents, priority support, custom integrations

5.2 Payment Terms

- Subscriptions are billed monthly or annually in advance
- Payments are processed securely by Stripe
- Prices are in CHF unless otherwise specified
- All prices exclude applicable VAT

5.3 Credit System

Usage is measured in credits (1 credit = 1 second of AI conversation). Unused credits expire at the end of each billing period unless on an annual plan.

6. Acceptable Use

6.1 Permitted Use

You may use our Services for lawful business purposes, including customer service, appointment scheduling, and information provision.

6.2 Prohibited Use

You must NOT use our Services to:

- Violate any applicable laws or regulations
- Infringe intellectual property rights
- Transmit malicious code or interfere with our systems
- Impersonate others or misrepresent AI as human
- Engage in harassment, discrimination, or abuse
- Process special category data without appropriate safeguards
- Circumvent usage limits or security measures
- Resell or redistribute Services without authorization

> **AI Disclosure Requirement:** You must ensure End Users are informed they are interacting with an AI assistant, not a human. Our AI assistants are configured to identify themselves as virtual assistants.

7. Customer Data

7.1 Ownership

You retain all rights to Customer Data. We do not claim ownership of your data.

7.2 License

You grant AIAgens a limited license to process Customer Data solely for providing the Services.

7.3 Data Processing

We process Customer Data in accordance with our Privacy Policy and Data Processing Agreement (DPA). Customer Data is NOT used to train AI models.

7.4 Data Export

You may export Customer Data at any time through our dashboard or by request to support@aiagens.ch.

8. Healthcare Addendum

> **For Healthcare Customers:** Additional terms apply if you process patient data or provide healthcare services.

8.1 Swiss Medical Confidentiality (Art. 321 CP)

AIAgens is configured to support compliance with Swiss medical professional secrecy obligations. Healthcare customers must:

- Configure appropriate data retention periods
- Ensure patient consent for AI interactions
- Not use AI for medical diagnosis or treatment decisions
- Maintain human oversight for clinical matters

8.2 HIPAA (US Healthcare)

For US healthcare customers requiring HIPAA compliance, a Business Associate Agreement (BAA) is available upon request.

9. Intellectual Property

9.1 AIAgens IP

All intellectual property rights in the Services, including software, algorithms, designs, and documentation, remain with AIAgens.

9.2 Feedback

Any feedback or suggestions you provide may be used by AIAgens without obligation to you.

10. Warranties and Disclaimers

10.1 Our Warranties

We warrant that:

- Services will perform substantially as described
- We have appropriate security measures in place
- We will provide Services with reasonable skill and care

10.2 Disclaimers

EXCEPT AS EXPRESSLY PROVIDED, SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. We do not warrant that Services will be uninterrupted or error-free.

> **AI Limitations:** AI responses may contain errors. AI assistants are not a substitute for professional advice (legal, medical, financial, etc.). Critical decisions should involve human review.

11. Limitation of Liability

11.1 Liability Cap

Our total liability under these Terms shall not exceed the greater of: (a) the fees paid by you in the 12 months preceding the claim, or (b) CHF 10,000.

11.2 Exclusions

We shall not be liable for indirect, incidental, special, consequential, or punitive damages, including lost profits, data loss, or business interruption.

11.3 Exceptions

These limitations do not apply to: (a) breaches of confidentiality, (b) willful misconduct, or (c) liability that cannot be limited by law.

12. Indemnification

You agree to indemnify and hold AIAgens harmless from claims arising from:

- Your use of the Services

- Your violation of these Terms
- Your violation of applicable laws
- Customer Data or End User interactions

13. Term and Termination

13.1 Term

These Terms commence upon account creation and continue until terminated.

13.2 Termination by Customer

You may terminate at any time by canceling your subscription through the dashboard. Cancellation takes effect at the end of the current billing period.

13.3 Termination by AIAgens

We may terminate or suspend your account:

- For material breach of these Terms (with 30 days notice for curable breaches)
- Immediately for violations of Acceptable Use policy
- If required by law

13.4 Effect of Termination

Upon termination:

- Access to Services will cease
- Customer Data will be deleted within 30 days (unless legally required)
- You may request data export before termination
- No refunds for prepaid fees (except as required by law)

14. Confidentiality

Both parties agree to keep confidential any non-public information disclosed during the relationship. This obligation survives termination for 3 years.

15. Modifications

We may modify these Terms with 30 days notice. Material changes will be communicated via email. Continued use after changes constitutes acceptance.

16. Dispute Resolution

16.1 Governing Law

These Terms are governed by Swiss law, excluding conflict of law provisions.

16.2 Arbitration

Disputes shall be resolved by binding arbitration administered by the Swiss Chambers' Arbitration Institution in Zurich, Switzerland, in English.

16.3 Exceptions

Either party may seek injunctive relief in any court of competent jurisdiction for intellectual property infringement or confidentiality breaches.

17. General Provisions

- **Entire Agreement:** These Terms, together with the Privacy Policy and DPA, constitute the entire agreement.
- **Severability:** If any provision is unenforceable, the remaining provisions continue in effect.
- **Waiver:** Failure to enforce any right does not constitute waiver.
- **Assignment:** You may not assign these Terms without our written consent.
- **Force Majeure:** Neither party is liable for delays due to circumstances beyond reasonable control.

18. Contact Information

General Inquiries	info@aiagens.ch
Support	support@aiagens.ch

Legal	legal@aiagens.ch
Data Protection	dpo@aiagens.ch
Postal Address	Exatoshi AG, Via Riva Paradiso 30, 6900 Paradiso, Switzerland

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Document Control

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Website: https://aiagens.ch | Email: info@aiagens.ch | Legal: legal@aiagens.ch