



# FlowVoice – Terms and Conditions

Version 2025

## 1. Preamble

These Terms and Conditions ("T&C") govern the contractual relationship between **Digital Tribe GmbH**, operating the platform "FlowVoice" ("FlowVoice"), and its customers ("Customer") who use the cloud-based communication and automation platform ("Service").

FlowVoice provides an AI-driven multi-channel communication platform that includes telephony, WhatsApp Business, SMS, Email, Web Chat, and automated AI interactions. The Service is delivered via the internet.

By concluding a contract or by using the Service, the Customer accepts these T&C.

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## 2. Scope of Services

### 2.1 Multi-Channel Platform

FlowVoice provides a unified, AI-driven communication service including:

- Cloud telephony (inbound/outbound calls via virtual numbers)
- Real-time AI agents for call handling (no persistent audio recording)
- Real-time speech-to-text transcriptions for operational purposes
- WhatsApp Business messaging
- SMS messaging
- Email sending and processing
- Web chat tools
- Campaign and automation workflows
- Integrations (e.g., calendars, CRM APIs, webhooks)

FlowVoice continuously improves and updates its services. There is no entitlement to future functionalities.

### 2.2 Service Changes

FlowVoice may modify, expand, or discontinue specific features if core usability is maintained.



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## 3. Contract and Account Registration

The contract is concluded by registration via the FlowVoice website or activation of a subscription.

Customer information must be accurate and updated promptly.

FlowVoice may reject registration requests.

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## 4. Prices, Billing & Payment

### 4.1 Pricing

Prices depend on the selected subscription plan and usage-based components (telephony minutes, WhatsApp conversation categories, SMS units, email volumes, AI usage, etc.).

Price changes require a 4-week prior notice.

### 4.2 Usage Billing

Charges apply for:

- Telephony traffic
- WhatsApp Business conversations (Meta categories)
- SMS units
- Email volumes
- Transcription and AI processing usage
- Campaign sends

Costs of special-rate numbers or additional provider fees may be passed through to the Customer.

### 4.3 Invoicing

Invoices are issued electronically monthly. Payments are due immediately. FlowVoice may restrict access in case of late payment.

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## 5. Subscription, Termination & Plan Changes

### 5.1 Term



Subscriptions renew monthly unless terminated.

## 5.2 Termination

Termination is possible at any time for the end of the current billing period. Must be submitted in text form.

## 5.3 Plan Changes

Downgrades are only possible if plan requirements are met. Unused quotas expire at termination or downgrade.

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# 6. Number Porting

FlowVoice attempts number porting on a best-effort basis. Upon termination, the Customer may request number release within 10 days.

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# 7. AI-Based Processing

## 7.1 Real-Time Transcription

FlowVoice may process audio **exclusively in real time**, for purposes such as:

- intent detection
- call routing
- automated responses
- summarization for Customer dashboards
- documentation for operational workflows

Transcriptions may be stored as text data if required for the functionality of the Service. The Customer remains responsible for informing users and ensuring compliance with applicable telecommunication and data protection laws.

## 7.2 AI Output

FlowVoice does not guarantee correctness or completeness of AI-generated content.

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## 8. Customer Obligations

The Customer agrees to:

- use the platform only lawfully,
- comply with telecommunication, marketing, and data protection regulations,
- obtain necessary consents for WhatsApp use, SMS campaigns, email sending, etc.,
- ensure that data transmitted through the Service is permissible and free of third-party rights,
- maintain confidentiality of non-public information gained via the platform.

FlowVoice may block or terminate accounts in case of violations.

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## 9. Availability and Liability

### 9.1 Availability

FlowVoice aims for high system availability but does not guarantee uninterrupted uptime. Outages may occur due to:

- maintenance,
- security requirements,
- external providers (telecom, WhatsApp, email networks),
- force majeure.

### 9.2 Liability

FlowVoice is liable only for intent or gross negligence. FlowVoice is not liable for:

- incorrect AI-generated outputs,
- disruptions caused by telecom operators, Meta/WhatsApp, SMS carriers, email networks,
- lost profits or indirect damages.

Liability for personal injury remains unaffected.

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## 10. Data Protection

FlowVoice processes personal data in accordance with GDPR and BDSG.



The Customer is the **controller** for:

- call content (real-time processed, no audio stored),
- text transcriptions,
- WhatsApp/SMS/Email messages,
- contacts and customer data.

The Customer must:

- provide legally required information notices,
- obtain required consents (e.g., WhatsApp opt-in, marketing opt-in),
- comply with all applicable laws.

FlowVoice acts as a processor and implements appropriate technical and organizational security measures.

## 10.1 Third-Country Transfers

The *Data Protection Terms* provided at [https://getflowvoice.com/Data\\_Protection\\_Terms\\_EN.pdf](https://getflowvoice.com/Data_Protection_Terms_EN.pdf) form part of these T&C.

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## 11. T&C Changes

FlowVoice may update these T&C. Updates will be communicated electronically. If the Customer does not object within 4 weeks, changes are considered accepted. If the Customer objects, FlowVoice may terminate the contract with 2 weeks' notice.

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## 12. Final Provisions

- German law applies, excluding CISG.
- Place of jurisdiction (where permissible): Hamburg, Germany.
- Invalid provisions are replaced by provisions closest in purpose to the original.