Call Minutes and Fair Use Terms

ERIUS PHONE · Version 2.0 · Effective 13 October 2026 for clauses 2, 3, 5 and 6 (clause 1.2); clause 4 not yet in force

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PARTLY IN FORCE: CLAUSE 4 NOT YET IN FORCE

These Terms state how Call time is measured, when Call Minutes expire and what limits apply to use of ERIUS PHONE. The metering rules describe how the Service works today; the provisions on purchased minutes are published in draft and enter into force when paid plans open.

1. Status and scope

1.1 These Terms form part of the Terms of Service. Words defined there have the same meaning here.

1.2 Clauses 2, 3, 5 and 6 describe how the Service measures and limits use at the date of this version, and apply to every Account, including a trial. Clause 4 concerns purchased Call Minutes and is **not yet in force**: online sales are closed and no Call Minutes are sold.

2. What is measured

2.1 Only Calls consume Call Minutes. Use of a Device through the API or the Dashboard, including its screen, applications, virtual microphone and virtual camera outside a Call, is not metered in Call Minutes.

2.2 A Call consumes Call Minutes for the time it is connected, that is, from the moment the Guest and the Persona are both in the Call until it ends.

2.3 Call time is charged per started minute. The first Call Minute is charged at connection and a further Call Minute at the start of each following sixty (60) seconds. A Call connected for 25 seconds uses one Call Minute; a Call connected for 61 seconds uses two.

2.4 No Call Minute is charged for the time a Call is waiting for a Guest, for a Call that no Guest joins, or for a request to start a Call that the Service refuses.

2.5 The record of Call Minutes kept by the Service is the basis for the balance. If you believe a Call was measured wrongly, open a ticket within sixty (60) days of the Call and we will review the record.

3. Balance, period and expiry

3.1 Each Account has a balance of Call Minutes and a date until which the balance may be used (the **Period End**). Both are shown in the Dashboard and returned by the API.

3.2 Call Minutes that are unused at the Period End expire. They are not carried over to a later period and are removed from the balance when the next allowance is credited.

3.3 A Call Minute belongs to the period in which it starts. A Call Minute that starts before the Period End is completed even if it runs past it; the next Call Minute requires a usable balance in the new period.

3.4 There is no overage. A balance cannot fall below zero. When no usable Call Minute remains, a running Call is ended at the end of the minute already charged and a request to start a Call is refused. The Device and the rest of the Service continue to work.

3.5 Call Minutes granted without charge, including a trial allocation, are subject to clauses 2 and 3, may be changed or withdrawn by us for the future, and are never refundable. The amount and period of a trial allocation are those shown in the Account.

4. Purchased Call Minutes (not yet in force)

4.1 Call Minutes are sold as an allowance for a billing period. On each renewal the balance is set to the allowance purchased and the Period End is set to the end of the new billing period.

4.2 Purchased Call Minutes are not refundable, have no cash value and cannot be transferred, subject to the Refund and Cancellation Policy.

4.3 If payment for a period fails or is reversed, the Call Minutes credited for that period may be removed.

5. Fair use

5.1 The Service runs on shared infrastructure. To protect it for all customers the following limits apply and may be enforced automatically:

(a) the number of Devices per Account is the number shown in the Account;

(b) requests to the API are rate-limited per API Key and per network address, and a request above the limit is refused with an error;

(c) an uploaded file may not exceed the size stated in the Documentation;

(d) new support tickets and support messages are limited per Account per day and per hour;

(e) messages to the support assistant are limited per Account per day;

(f) one Call may run on a Device at a time, and a Call has a maximum duration stated in the Documentation.

5.2 You must not use a Device for a workload whose main effect is to consume processing power, memory, storage or network capacity, such as cryptocurrency mining, bulk media transcoding or operating as a network relay.

5.3 Where an Account's use materially degrades the Service for others, we may limit the resources available to its Devices or suspend them under clause 15.2 of the Terms. Where practicable we will tell you first.

5.4 The current values of the limits in clause 5.1 are stated in the Documentation and may change. We will not reduce a limit that is a stated feature of a paid plan during a period that has been paid for.

6. Changes

6.1 We may change these Terms in accordance with clause 22 of the Terms. A change to the metering rules in clause 2 or to expiry in clause 3 does not apply to Call Minutes already purchased for a period in progress.

Version history

Version	Effective date	Change
1.0	Effective 13 October 2026 for clauses 2, 3, 5 and 6 (clause 1.2); clause 4 not yet in force	First published version.

Version	Effective date	Change
2.0	15 October 2026	The owner, seller and provider of ERIUS PHONE is now Golan Europe S.L. (Spain), the only party to the contract with Customers. Governing law, data-protection references and consumer rights changed to Spanish and EU law. Contact address for legal, privacy and refund matters: info@eriusphone.com.