

Terms of Service

ERIUS PHONE · Version 1.0 · Effective 13 October 2026

Protremix Technology Limited · Licence no. 07011554 (Innovation City Authority, Government of Ras Al Khaimah) · Office A, Innovation City Business Centre, RAK BANK ROC Office, Ground Floor, Al Rifaa, Sheikh Mohammed Bin Zayed Road, Ras Al Khaimah, United Arab Emirates

These Terms govern access to and use of ERIUS PHONE, a service of Protremix Technology Limited. They form a contract between the Customer and Protremix Technology Limited.

1. Parties, acceptance and scope

- 1.1 ERIUS PHONE (the **Service**) is provided by Protremix Technology Limited, a company limited by shares licensed by the Innovation City Authority, Government of Ras Al Khaimah under business licence no. 07011554, with its registered address at Office A, Innovation City Business Centre, RAK BANK ROC Office, Ground Floor, Al Rifaa, Sheikh Mohammed Bin Zayed Road, Ras Al Khaimah, United Arab Emirates (**Protremix, we, us**).
- 1.2 The **Customer (you)** is the person or legal entity that creates an Account or otherwise uses the Service. A person who accepts these Terms on behalf of a legal entity confirms that they have authority to bind that entity.
- 1.3 You accept these Terms when you create an Account, when you confirm a sign-up request, or when you first use an API Key, whichever happens first. If you do not accept them, do not use the Service.
- 1.4 These Terms apply from the Effective Date shown on this page to every Account created on or after that date. For an Account created before the Effective Date, these Terms replace the earlier early-access terms on the earlier of (a) the date you accept them and (b) thirty (30) days after we give you notice of them under clause 23. Until then the earlier terms continue to apply to that Account.
- 1.5 The following documents form part of these Terms: the Acceptable Use Policy, the AI Disclosure Policy, the Call Minutes and Fair Use Terms, the Refund and Cancellation Policy and, where clause 13.4 applies, the Data Processing Addendum. The Privacy Policy and the Cookie and Tracking Notice describe how we handle personal data; they are notices and are not contractual terms. If these Terms conflict with a document listed in this clause, these Terms prevail, except that the Data Processing Addendum prevails on the processing of Customer Personal Data.

2. Definitions

- 2.1 In these Terms:
 - (a) **Account** means the Customer's workspace in the Service, identified internally as a tenant, together with the Devices, API Keys, Call Minutes and support tickets attached to it.
 - (b) **API** means the HTTP interfaces of the Service published at `api.eriusphone.com` and described in the Documentation.
 - (c) **API Key** means a secret credential issued for an Account that authenticates requests to the API and sign-in to the Dashboard.
 - (d) **Agent** means any software, including an artificial-intelligence system, that uses the Service under the Customer's API Key.

- (e) **Call** means a real-time audio or audio-video session started through the Calls API in which a Persona takes part on a Device.
- (f) **Call Minutes** means the units that measure connected Call time, as set out in the Call Minutes and Fair Use Terms.
- (g) **Customer Data** means all data that the Customer, its Agents or its Guests submit to or store in the Service, including the contents of a Device, uploaded files, the content of Calls and support messages.
- (h) **Dashboard** means the web application at eriusphone.com/dashboard/.
- (i) **Device** means a hosted Android device, or another hosted device type that we make available, allocated to an Account.
- (j) **Documentation** means the user guide and API reference published at eriusphone.com/docs/.
- (k) **Fees** means the charges for a paid plan or for Call Minutes, as shown to the Customer before purchase.
- (l) **Guest** means a person who joins a Call from outside the Account, for example through a call link sent by the Customer.
- (m) **Persona** means the synthetic voice and, where enabled, the synthetic video avatar that speaks for the Customer in a Call, operated by us with third-party AI voice and avatar services.
- (n) **Third-Party Application** means any application, account, website or service that is not provided by us and that the Customer or its Agent installs, signs in to or uses on a Device.

2.2 Headings are for convenience only. "Including" means "including without limitation". A reference to a clause is to a clause of these Terms unless stated otherwise.

3. The Service

- 3.1 The Service gives the Customer one or more Devices that run on infrastructure we operate, and the means to control them: the API, the Dashboard and, where enabled for the Account, the Calls API.
- 3.2 Through the API an Agent can read the Device's screen, send input, install and run applications, and feed audio or video into the Device's virtual microphone and camera, within the limits stated in the Documentation.
- 3.3 Each Device has persistent storage. Content placed on a Device remains there until the Customer removes it or the Device is deleted.
- 3.4 The Service does not include, and we do not provide: a telephone number or SIM, access to the public switched telephone network, emergency calling, direct debugging-bridge access to a Device, or any Third-Party Application. A Call takes place over the internet between a Device and a Guest's browser.
- 3.5 We may add, change or withdraw features. Where a change materially reduces the functions of a paid plan during a paid period, clause 9.6 applies.
- 3.6 Features marked "beta", "preview" or "early access" are offered for evaluation, may change or end without notice, and are excluded from any commitment on availability.

4. Accounts and eligibility

- 4.1 The Service is offered to businesses and to individuals acting in the course of a trade, business or profession. You must be at least eighteen (18) years old and able to enter into a binding contract.

- 4.2 Sign-up is by email address and may be limited to invited users. We may decline a sign-up request, limit the number of Accounts per person or per email address, and limit the number of Devices per Account.
- 4.3 You must give accurate information when you sign up and keep your contact email current. We send service and legal notices to that address.
- 4.4 A trial or free allocation is provided at our discretion, for the period and with the limits shown in the Account. We may change or end a trial at any time. Nothing is charged when a trial ends.
- 4.5 You are responsible for every person and Agent that you allow to use your Account, and for their compliance with these Terms.

5. API Keys and security of access

- 5.1 An API Key is shown to the Customer once. We store a one-way hash of each API Key and cannot display a key again.
- 5.2 The API Key is the only credential for the Account. Whoever holds it can control the Account's Devices, read their screens and use the Account's Call Minutes. You must keep it confidential and must not embed it in software distributed to third parties or publish it.
- 5.3 You are responsible for all activity under your API Keys, whether or not you authorised it, until you have asked us to revoke the key concerned and we have confirmed the revocation.
- 5.4 If you believe an API Key has been disclosed, notify us without delay through a support ticket or at info@eriusphone.com from the Account's email address. We will revoke the key and issue a new one. A reissue requires action by our staff and is not instantaneous.

6. Devices

- 6.1 A Device is allocated to one Account and is not shared with another Account. It runs on shared physical hardware in an isolated container with its own private network.
- 6.2 You may install and use applications on a Device, subject to clause 7, the Acceptable Use Policy and the technical limits in the Documentation, including limits on upload size.
- 6.3 We may restart, move, update or rebuild a Device for maintenance, security or capacity reasons. We take reasonable care to preserve its storage but do not guarantee it. A Device is not a backup or archive service; you must keep your own copy of anything you need.
- 6.4 People who operate the Service have the technical ability to access a Device. We do so only as described in the Privacy Policy: to operate and maintain the Service, to act on a request from you, to investigate a suspected breach of these Terms, or where the law requires.
- 6.5 Deleting a Device erases its storage permanently and cannot be reversed.

7. Third-Party Applications and accounts

- 7.1 Third-Party Applications are supplied by their own providers under their own terms and privacy policies. We are not a party to those terms and are not responsible for those providers.
- 7.2 You are responsible for having the right to install and use each Third-Party Application on a Device, including by automated means, and for complying with that provider's terms.
- 7.3 Some Third-Party Applications refuse to run on virtual devices or on devices that do not pass their integrity checks, or restrict automated use. That is the provider's decision. It is not a defect of the Service

and gives no right to a refund or credit.

- 7.4 Credentials that you or your Agent enter into a Device are stored on that Device by the application concerned. You decide which accounts to sign in to and you bear the risk of doing so.

8. Calls and Personas

- 8.1 Where the Calls API is enabled for an Account, the Customer or its Agent may start a Call on a Device. The Service creates a private call room and returns a link for the Guest. A Persona operated by us speaks in the Call.
- 8.2 To operate a Persona, the Guest's audio and, where the function is enabled, images of the Call are processed in real time by third-party AI voice and avatar services. The Privacy Policy describes what is processed and retained.
- 8.3 Every Call is disclosed as a Call with an artificial-intelligence system in accordance with the AI Disclosure Policy. You must not remove, hide, mute, contradict or circumvent that disclosure.
- 8.4 You are responsible for:
- (a) having a lawful basis to contact each Guest, and for any consent or notice that the law of the Guest's location requires before a Call is placed, monitored, transcribed or recorded;
 - (b) telling each Guest, before sending a call link, that the Call is with an AI system and that what they say is processed and may be retained as text;
 - (c) any recording or transcription that you or your Agent make by your own means, and for complying with the laws on recording communications that apply to you and to the Guest;
 - (d) the instructions you give to a Persona and the use you make of what a Guest says.
- 8.5 A Persona generates speech automatically. It can misunderstand, give wrong information or respond inappropriately. You must not rely on a Persona for advice or decisions in matters affecting a person's health, safety, legal position or finances.
- 8.6 Calls consume Call Minutes under the Call Minutes and Fair Use Terms. When the usable balance reaches zero a running Call is ended and new Calls are refused.

9. Fees, billing and taxes

Clause 9 is published in draft. Online sales are closed and no Fees are charged. It enters into force only when we open paid plans and you agree to a purchase.

- 9.1 Fees, the billing period and what a plan includes are shown to you before you buy. No Fee is charged unless you have agreed to it in advance. Published prices that are marked as preview prices are indicative and not an offer.
- 9.2 Unless stated otherwise at purchase, plans and Call Minute allowances are billed in advance for each billing period and renew automatically for a further period of the same length until cancelled.
- 9.3 Payment is taken by a third-party payment processor. We do not receive or store full payment card numbers. You authorise us and the processor to charge the payment method you provide for the Fees due.
- 9.4 Fees are stated exclusive of value added tax and any similar tax unless stated otherwise. Where tax is due on a supply, it is added to the price and shown before you pay. You are responsible for taxes that the law places on you as a recipient.

- 9.5 If a payment fails, we may suspend the paid features of the Account after giving you notice and a reasonable opportunity to pay. Call Minutes credited for a period that was not paid for may be removed.
- 9.6 We may change Fees for future billing periods by giving at least thirty (30) days' notice. If you do not accept a change you may cancel before it takes effect. If we materially reduce the functions of a paid plan during a period you have paid for, you may cancel and receive a refund of the unused part of that period.
- 9.7 Cancellations and refunds are governed by the Refund and Cancellation Policy.

10. Acceptable use

- 10.1 You must use the Service in accordance with the Acceptable Use Policy and the law that applies to you, to your Agents and to the persons you contact.
- 10.2 You are responsible for the acts and omissions of your Agents as if they were your own, whether an action was instructed, supervised or taken autonomously.
- 10.3 We do not review or approve the purposes for which a Device or a Call is used and have no obligation to monitor use. We may investigate suspected breaches and may act under clause 15.

11. Intellectual property and licence

- 11.1 The Service, the API, the Dashboard, the Documentation, our software, our Personas and the ERIUS PHONE name and marks belong to us or our licensors. Nothing in these Terms transfers ownership of them.
- 11.2 Subject to these Terms and, for paid plans, payment of the Fees, we grant you a non-exclusive, non-transferable, revocable licence, without the right to sub-license, to access and use the Service for your internal business purposes during the term.
- 11.3 You must not:
 - (a) copy, modify, decompile or reverse engineer the Service or the Device images, except to the extent that the law permits this despite a contractual prohibition;
 - (b) resell, rent or provide the Service to third parties as a hosted service without our written agreement;
 - (c) remove or alter any proprietary notice, or any AI disclosure applied by the Service;
 - (d) use the Service to build a product that copies its features or to benchmark it for publication without our written consent.
- 11.4 Open-source and third-party software included in a Device, including the Android operating system, is licensed under its own terms, which prevail for that software.
- 11.5 If you send us feedback or suggestions, we may use them without restriction or payment. This does not apply to Customer Data.

12. Customer Data

- 12.1 As between you and us, you own the Customer Data. We claim no ownership of it.
- 12.2 You grant us a non-exclusive licence to host, copy, transmit and process Customer Data only as needed to provide, secure and support the Service, to comply with the law and as you instruct. This licence extends to the service providers that act for us.
- 12.3 We do not sell Customer Data and do not use the contents of a Device, the content of Calls or your support messages to train artificial-intelligence models. Third-party AI services process Call content and assistant

messages on our behalf to provide the function concerned, as described in the Privacy Policy.

- 12.4 You are responsible for the accuracy and lawfulness of Customer Data and for having the rights and consents needed for us to process it under these Terms.

13. Privacy and data protection

- 13.1 We handle personal data under the laws of the United Arab Emirates and as described in the Privacy Policy.
- 13.2 For personal data relating to your own Account, such as your contact email and your use of the API, we decide the purposes and means of processing.
- 13.3 For personal data contained in Customer Data, including the personal data of Guests and of persons whose data is on a Device, you decide the purposes and means of processing and we process it on your behalf.
- 13.4 Where you are a business and Customer Data includes personal data, the Data Processing Addendum applies to that processing and forms part of these Terms.

14. Availability, support and changes to the Service

- 14.1 We aim to keep the Service available but do not commit to any level of availability, response time or performance. These Terms contain no service-level agreement and no service credits. Availability figures shown on our website or status page are information, not commitments.
- 14.2 The Service may be interrupted for maintenance, updates, capacity work or events outside our control. Where practicable we announce planned interruptions on the status page.
- 14.3 Support is provided through support tickets in the Dashboard and by email at info@eriusphone.com. We do not commit to response or resolution times.
- 14.4 The automated support assistant in the Dashboard gives general information generated by an AI system. Its answers are not commitments by us and do not amend these Terms.

15. Suspension and termination

- 15.1 You may stop using the Service at any time and may ask us to close your Account. Closing an Account deletes its Devices.
- 15.2 We may suspend an Account, a Device or the Calls function, in whole or in part and without prior notice where necessary, if:
- (a) we reasonably believe that you or your Agent have breached the Acceptable Use Policy or the AI Disclosure Policy;
 - (b) your use threatens the security, integrity or availability of the Service or of another customer's Devices;
 - (c) Fees are overdue under clause 9.5;
 - (d) we are required to do so by law or by a competent authority.
- 15.3 Where the cause can be remedied and the circumstances allow, we will tell you the reason and give you a reasonable opportunity to remedy it before or promptly after suspension.
- 15.4 We may terminate these Terms and close an Account by notice if you materially breach these Terms and do not remedy the breach within fourteen (14) days of our notice, or immediately if the breach is serious, repeated or cannot be remedied.

- 15.5 We may end a free or trial Account, or withdraw the Service as a whole, by giving at least thirty (30) days' notice. If we withdraw the Service during a period you have paid for, we will refund the unused part of that period.
- 15.6 On termination your licence ends and we delete the Account's Devices and Customer Data in accordance with the retention periods in the Privacy Policy. You must export what you need before termination takes effect. Clauses 9 (for amounts already due), 11, 12.1, 16 to 19, 24 and 25 survive termination.

16. Warranties and disclaimer

- 16.1 Each party confirms that it has the capacity and authority to enter into these Terms.
- 16.2 The Service is provided "as is" and "as available". To the fullest extent permitted by law, we exclude all warranties and conditions that are not expressly stated in these Terms, including any implied warranty of satisfactory quality, fitness for a particular purpose, uninterrupted or error-free operation, and non-infringement.
- 16.3 We do not warrant that a Third-Party Application will run on a Device, that a Call will connect on every network, that a Persona's output will be accurate, or that Customer Data will never be lost.
- 16.4 We hold no security or data-protection certification and make no representation of compliance with any standard or regulation other than as expressly stated in these Terms.

17. Limitation of liability

- 17.1 Nothing in these Terms excludes or limits a party's liability for fraud, for wilful misconduct or gross negligence, for death or personal injury caused by its negligence, or for any liability that cannot be excluded or limited under the law that applies.
- 17.2 Subject to clause 17.1, we are not liable for: loss of profit, revenue, business, contracts or anticipated savings; loss of goodwill or reputation; loss or corruption of data; the suspension or closure of any account with a third party; or any indirect or consequential loss, in each case however caused and whether or not foreseeable.
- 17.3 Subject to clause 17.1, we are not liable for loss arising from: the acts or omissions of your Agents; content generated by a Persona or by the support assistant; a Third-Party Application or its provider; or your failure to keep an API Key confidential or to keep your own copies of Customer Data.
- 17.4 Subject to clause 17.1, our total liability to you arising out of or in connection with these Terms and the Service in any period of twelve (12) months, whether in contract, for a harmful act, or otherwise, is limited to the Fees you paid to us for the Service in that period.
- 17.5 The limits in this clause reflect the allocation of risk on which the Fees are based, and apply even if a remedy fails of its essential purpose.

18. Indemnity

- 18.1 You will indemnify us and our officers, employees and contractors against claims, fines, losses and reasonable costs (including legal fees) brought or imposed by a third party to the extent they arise from:
 - (a) Customer Data, or your or your Agent's use of the Service in breach of these Terms or the law;
 - (b) a Call placed without a required consent, notice or lawful basis, or in breach of the AI Disclosure Policy;
 - (c) your use of a Third-Party Application in breach of its provider's terms.

- 18.2 We will notify you of a claim covered by clause 18.1 without undue delay, allow you to conduct its defence at your cost, and give reasonable cooperation. You may not settle a claim in a way that imposes an obligation or admission on us without our written consent.

19. Confidentiality

- 19.1 Each party must keep confidential the non-public information it receives from the other that is marked or would reasonably be understood as confidential, use it only to perform or receive the Service, and disclose it only to those who need it for that purpose and are bound by equivalent duties.
- 19.2 Clause 19.1 does not apply to information that is or becomes public without breach, was already lawfully known to the recipient, is independently developed, or must be disclosed by law or by order of a competent authority, in which case the recipient will, where lawful, give the other party notice.

20. Force majeure

- 20.1 Neither party is liable for a failure or delay in performing an obligation, other than an obligation to pay, to the extent that it is caused by an event beyond its reasonable control, including failure of a hosting, network or upstream AI service provider, an act of a public authority, a cyber-attack, war, civil disturbance, fire, flood or epidemic. The affected party must notify the other and resume performance as soon as reasonably possible.

21. Assignment and subcontracting

- 21.1 You may not assign or transfer your rights or obligations under these Terms without our written consent. We may assign these Terms to an affiliate or to a successor to the business of the Service by notice to you, provided the assignee assumes our obligations.
- 21.2 We may use subcontractors, including hosting, AI service and payment providers, and remain responsible for their performance of our obligations.

22. Changes to these Terms

- 22.1 We may amend these Terms. We will publish the amended version with a new version number and effective date and record it in the version history.
- 22.2 For a material change we will give at least thirty (30) days' notice under clause 23 before it takes effect, unless the change is required sooner by law or relates only to a new feature. If you do not accept a material change you may close your Account before it takes effect; continued use after the effective date is acceptance.

23. Notices

- 23.1 We give notices by email to the Account's contact address or by a message in the Dashboard. A notice by email is treated as received on the business day after it is sent.
- 23.2 You give notices to us by email to info@eriusphone.com from the Account's contact address, or by post to the registered address in clause 1.1. A notice initiating legal proceedings must also be sent by post.

24. Governing law and disputes

- 24.1 These Terms and any non-contractual obligation arising out of or in connection with them are governed by the laws of the United Arab Emirates as applied in the Emirate of Ras Al Khaimah.
- 24.2 Before starting proceedings, a party must give the other written notice of the dispute, and the parties will try in good faith for thirty (30) days to resolve it. This does not prevent a party from seeking urgent interim relief.
- 24.3 Subject to clause 24.4, the courts of the Emirate of Ras Al Khaimah, United Arab Emirates have exclusive jurisdiction over any dispute arising out of or in connection with these Terms.
- 24.4 Nothing in these Terms excludes a mandatory provision of the consumer-protection law of the country in which you live, where that provision applies to you and cannot lawfully be excluded by agreement, including any right to bring proceedings before the courts of that country.

25. General

- 25.1 These Terms, with the documents listed in clause 1.5, are the entire agreement between the parties about the Service and replace all earlier statements and agreements on that subject. Each party confirms that it has not relied on a statement that is not set out in them. Nothing in this clause limits liability for fraud.
- 25.2 If a provision of these Terms is held invalid or unenforceable, it applies to the fullest extent permitted and the remaining provisions continue in effect.
- 25.3 A failure or delay in exercising a right is not a waiver of it. A waiver is effective only if given in writing.
- 25.4 These Terms do not create a partnership, agency or employment relationship between the parties, and give no rights to any person who is not a party.
- 25.5 These Terms are drawn up in English. If they are translated, the English text prevails to the extent the law allows.

Version history

Version	Effective date	Change
1.0	13 October 2026	First published version.