

JOBIX GLOBAL ONLINE SERVICES AGREEMENT

Version 1.0 | Effective Date: April 2026
Jobix.Ai PTE. LTD. | Registration No. 202508805H | Singapore

By creating an account, topping up a balance, or otherwise accessing the Services, you ("Customer") agree to be legally bound by this Agreement with Jobix.Ai PTE. LTD., a company incorporated under the laws of Singapore (Registration No. 202508805H) ("Jobix"). If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind that entity. This Agreement is between business entities only and does not apply to consumers.

1. Definitions & Scope

- **AI Agent Hour:** Sixty (60) minutes of active AI agent processing for Customer's workloads. This includes all connected call time (including, but not limited to, active talk time, hold time, transfer time, and time interacting with or leaving voicemail), plus AI interaction time across other channels, rounded up to the nearest second, aggregated and converted to hours. For the avoidance of doubt, Customer will be billed for all connected time regardless of the human participant's actions or environment. Examples of fully billable time include: (i) the human caller is on mute; (ii) periods of prolonged silence; (iii) background noise; (iv) the human caller leaving the device unattended; or (v) time spent while the AI is waiting for human input. Ring time and failed call attempts where no connection is established are the only exclusions.
- **Customer Content:** Collectively, any Input provided by the Customer and Output generated by the platform.
- **Agreement Scope:** This Agreement governs Customer's access to and use of the Services. It sets out the terms for service levels, data protection, intellectual property, fees, and other essential provisions.
- **B2B Only:** This Agreement is entered into solely between business entities. Jobix does not contract with individual consumers. By accepting this Agreement, Customer represents that they are acting in a business or professional capacity.

2. Intellectual Property & Acceptable Use

- **Jobix Ownership:** Jobix owns and retains all right, title, and interest in and to the Services, Jobix's foundational models (including AI Voice Models and LLMs), the Documentation, and all Intellectual Property Rights therein.
- **Customer Ownership:** Customer is the sole and exclusive owner of all Input.
- **Strict Output Restrictions:** Customer shall not use Output to train or improve any AI/ML models. Customer shall not use Output to clone audio content. Customer shall not reverse engineer Jobix's foundational models.
- **Voice Cloning Consent:** Customer shall not clone, replicate, or approximate the voice of any identifiable individual who has not given explicit written consent.

- **AI Disclosure:** Where required by applicable law or regulation, Customer is solely responsible for ensuring that end users are informed they are interacting with an AI system. Customer shall not instruct the Jobix platform to falsely deny to an end user that they are speaking with an AI system, including in circumstances where the end user directly and sincerely asks.

3. Acceptable Use Policy

Customer shall not use the Services for any of the following purposes:

- Contacting individuals who have not given consent to be called, messaged, or otherwise contacted, including where such contact would violate the US Telephone Consumer Protection Act (TCPA), the FCC's Telemarketing Sales Rule, GDPR, POPIA, CASL, or any equivalent applicable law;
- Impersonating a human agent in any context where: (a) disclosure of AI is required by applicable law; or (b) the end user has directly and sincerely asked whether they are speaking to a human;
- Conducting outbound robocall or SMS campaigns to consumers without prior express written consent as required by applicable law;
- Impersonating emergency services, government bodies, financial regulators, or any public authority;
- Conducting political robocalling, automated campaign messaging, or voter suppression activities;
- Facilitating debt collection in a manner that violates the US Fair Debt Collection Practices Act (FDCPA) or equivalent legislation;
- Transmitting content that is unlawful, defamatory, fraudulent, or that constitutes harassment, hate speech, or incitement;
- Any activity that is designed to deceive, defraud, or cause harm to end users or third parties.

Jobix reserves the right to suspend access immediately and without notice upon discovery of any breach of this Acceptable Use Policy. Jobix may report violations to relevant regulatory authorities where required by law.

4. Account Security & Responsibility

- **Account Responsibility:** Customer is solely responsible for all activity conducted under their account, including the actions of any Authorised Users. Customer must implement reasonable security measures to prevent unauthorised access to their account credentials and platform configuration.
- **Credential Security:** Customer must not share login credentials, API keys, or bearer tokens with unauthorised third parties. Where credentials are suspected to have been compromised, Customer must notify Jobix immediately at ash@jobix.ai and rotate affected credentials without delay.
- **Liability for Misuse:** Jobix shall not be liable for any loss, damage, or liability arising from Customer's failure to maintain the security of their account credentials or from any unauthorised access to their account where such access resulted from Customer's failure to take reasonable precautions.

5. Fees, Billing & Top-Ups

- **Standard Rate:** Services are billed strictly on a consumption basis at a rate of \$9.99 USD per AI Agent Hour (active talk time) as defined in Section 1.
- **Platform Billing:** Billing details, usage monitoring, and top-up transactions are managed directly on the Jobix platform.
- **Custom Pricing:** For specific country pricing or enterprise tiering, contact ash@jobix.ai. Billing details are confirmed on the platform at the time of purchase.
- **Taxes:** As Jobix is incorporated in Singapore, no local VAT or GST is charged on the Services by Jobix. Customer is solely responsible for determining and accounting for any taxes applicable in their own jurisdiction, excluding taxes based on Jobix's net income.
- **Measurement:** AI Agent Hours are measured by Jobix's metering logs, which constitute the definitive record absent manifest error. Customer may raise a billing dispute within 30 days of the invoice date by contacting ash@jobix.ai.
- **Top-Up Confirmation:** By completing any top-up or payment transaction on the platform, Customer confirms their continued acceptance of this Agreement. Funds added to the platform wallet are non-refundable except as required by applicable law.

6. Changes to This Agreement

- **Material Changes:** Jobix may update this Agreement from time to time. Where a change is material, Jobix will provide at least 30 days' prior written notice via the email address associated with Customer's account before the updated terms take effect.
- **Non-Material Changes:** Jobix may make non-material changes (including, without limitation, corrections, clarifications, or changes required by applicable law) without prior notice. Updated terms will be published at jobix.ai/legal/terms with a revised effective date.
- **Continued Use:** Customer's continued use of the Services after the effective date of any update constitutes acceptance of the revised Agreement. Where Customer does not accept the revised terms, Customer must cease use of the Services and notify Jobix in writing.
- **Version Record:** Jobix maintains a version history of this Agreement. The version a specific Customer accepted is recorded in Jobix's consent log and is available to that Customer on written request.

7. Suspension & Termination

- **Immediate Suspension:** Jobix may suspend Customer's access to the Services immediately and without prior notice where Jobix reasonably believes that Customer has: (i) breached the Acceptable Use Policy in Section 3; (ii) caused or is likely to cause harm to Jobix, end users, or third parties; (iii) failed to pay undisputed invoices within the payment period; or (iv) is subject to insolvency proceedings or equivalent.
- **Termination for Breach:** Either Party may terminate this Agreement on 30 days' written notice if the other Party materially breaches this Agreement and fails to remedy that breach within 14 days of receiving written notice of the breach.

- **Effect of Termination:** Upon termination: (i) Customer's access to the Services will cease; (ii) any unused wallet balance will be forfeited unless otherwise agreed in writing; (iii) each Party will return or destroy the other Party's confidential information on written request; and (iv) provisions of this Agreement that are intended by their nature to survive termination (including Sections 2, 6, 8, 9, and 10) will continue in full force.
- **Reinstatement:** Following suspension, reinstatement of access is at Jobix's sole discretion and may be subject to additional conditions.

8. Global Data Protection

- **Roles:** Customer acts as the Responsible Party (or Data Controller). Jobix acts as the Operator (or Data Processor). Jobix shall only process Personal Information on the documented instructions of Customer.
- **Customer Obligations:** Customer is solely responsible for ensuring that all Personal Information submitted to or processed through the Services has been collected lawfully and that a valid lawful basis exists for its processing under all applicable data protection laws, including the GDPR, POPIA, CCPA, PIPEDA, and equivalents.
- **Consent for Voice:** Where the Services involve AI voice agents interacting with natural persons, Customer is solely responsible for obtaining and documenting all legally required consents or notifications before initiating or routing any call or interaction through the platform. This includes consent to being contacted by an AI system and consent to call recording where applicable.
- **Data Transfers:** Where Personal Information is transferred internationally, Customer is responsible for ensuring that appropriate safeguards are in place as required by applicable law.

9. Force Majeure

- **Exclusion of Liability:** Neither Party will be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by circumstances beyond that Party's reasonable control, including but not limited to: acts of God, natural disasters, war, civil unrest, government action, pandemics, cyberattacks against third-party infrastructure, or the failure of third-party telecommunications, cloud, or hosting services on which the Jobix platform depends.
- **Notice and Mitigation:** The Party affected by a force majeure event must notify the other Party as soon as reasonably practicable and take all reasonable steps to mitigate the impact of the event.
- **Extended Duration:** If a force majeure event continues for more than 60 consecutive days, either Party may terminate this Agreement on 14 days' written notice without liability to the other Party.

10. Warranties, Liability & Disputes

- **Disclaimer:** Except as provided in the SLA, the Services are provided "as is". Jobix does not warrant that the Services will be error-free or uninterrupted. Services provided during any trial, free-credit, or demonstration period are provided "as is" with no SLA and no warranty of any kind.
- **Liability Cap:** Each Party's aggregate liability shall not exceed the total Fees paid or payable by Customer in the twelve (12) months prior to the event giving rise to the claim.

- **Consequential Damages:** Neither Party shall be liable for indirect, incidental, or consequential damages, including loss of profits or data, even if that Party has been advised of the possibility of such damages.
- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of Singapore, without regard to its conflict of law provisions.
- **Dispute Resolution:** Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by binding arbitration administered by the Singapore International Arbitration Centre (SIAC) in accordance with the Arbitration Rules of the SIAC for the time being in force. The seat of arbitration shall be Singapore. The language of arbitration shall be English.
- **Consumer Rights Carve-Out:** Nothing in this Agreement limits or excludes any statutory rights that cannot lawfully be excluded or restricted under applicable consumer protection or other mandatory legislation in the Customer's jurisdiction, to the extent that Customer is a natural person acting in a non-commercial capacity (notwithstanding that this Agreement is intended for B2B use only).

11. General Provisions

- **Entire Agreement:** This Agreement, together with any applicable Order Form or Statement of Work, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, representations, and understandings.
- **Severability:** If any provision of this Agreement is found to be unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.
- **Waiver:** No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right.
- **Notices:** Notices under this Agreement must be sent in writing to ash@jobix.ai (for Jobix) and to the email address associated with Customer's account (for Customer).
- **Assignment:** Customer may not assign or transfer any rights or obligations under this Agreement without Jobix's prior written consent. Jobix may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets.

ACCEPTANCE OF TERMS

By clicking "I Accept", checking the acceptance box at sign-up, or by accessing or continuing to use the Services, Customer confirms that they have read, understood, and agree to be bound by this Jobix Global Online Services Agreement.

For enterprise agreements, custom pricing, or country-specific terms: ash@jobix.ai