

Synthesys Platform Terms of Service

Last Updated: March 13, 2025

THIS AGREEMENT CONTAINS BINDING CLASS ACTION AND JURY TRIAL WAIVER CLAUSES IN SECTION 9 BELOW THAT ARE APPLICABLE TO YOU AND US.

These Terms of Service (“Terms,” “Agreement”) are an agreement between Synthesys LLC FZ. (“Synthesys,” “We,” “us”) and the person (natural or legal) (“You,” “Customer”) and govern Your use of the www.synthesys.app website (“Site”), as well as Synthesys professional and enterprise services (“Services”). Your use of the Site and Services is conditioned on Your acceptance without modification of the terms, conditions, and notices contained herein, including but not limited to Synthesys LLC FZ’s Privacy Policy (the “Privacy Policy”), as amended from time to time. If You are accessing or using the Site or the Services on behalf of Your company, You certify that You have the authority to accept this Agreement on behalf of it. By signing up, accessing, or using the Site or the Services, You acknowledge Your acceptance of this Agreement and consent to be bound by its terms and conditions. Violations of these Terms may result in termination of Service and legal action against You.

Do not use the Site or the Services if You do not agree to the Terms or if Your jurisdiction will not honor them. Persons under the age of 13 are not authorized to use the Site.

1. Our Services

1.1. Cloud Service

Synthesys is a Site that enables You to build call operation AI Agents. Our service includes a versatile API for anyone building an AI for voice interactions, number provisioning, call handling, and a dashboard for customization and integration, such as customer service, outbound sales calls, information gathering and survey.

1.2. Professional Services

Beyond the standard technical support, Synthesys offers customized professional services which include personalized consultations, advanced implementation assistance, optimization strategies, and more, tailored to Your specific needs. Please contact us at <https://synthesys.app/> with any questions or requests, and a member of our team will help You choose the services and solutions that will be most suitable to meet Your needs.

2. Payment Terms

2.1. Payment

The information about Synthesys’s service plans is posted on <https://www.synthesys.app/pricing>. Services are charged on a monthly basis (“Subscription Period”). Upon signing up, You will provide Synthesys with a valid credit card number and billing information. You authorize Synthesys to charge and/or place a hold on Your credit card with

respect to any unpaid charges related to the Services. You authorize the issuer of the credit card to pay the monthly charges (including without limitation all Taxes applicable to Your Service charges) without requiring a signed receipt, and You agree that Your acceptance of these Terms is authorization to the issuer of the credit card to pay all such amounts.

2.2. Subscription

If you wish to cancel the service, you must delete your workspace or remove all subscription-based items (e.g., phone numbers) before the end of the current Subscription Period. Failure to do so will result in the automatic renewal of the subscription items for the next Subscription Period, and you will be responsible for the applicable fees.

2.3 Automatic Payment

You authorize Synthesys and/or any other company acting as billing agent for Synthesys to charge Your credit card at the end of the month, and to continue to attempt to charge and/or, if We so elect, place holds with respect to all sums described herein, or any portion thereof, to Your credit card until such amounts are paid in full, subject to Synthesys's rights of suspension and termination and other remedies for non-payment set forth herein. Notwithstanding the foregoing, Synthesys is under no obligation to continue attempting to charge Your credit card before exercising any other remedies hereunder.

2.4 Credit Card on File

You will provide Synthesys with updated credit card information upon Synthesys's request and any time the information You previously provided is no longer valid. You are solely responsible for maintaining and updating the credit card information. Synthesys is not liable for any penalties or administrative fees assessed by Your card issuer for insufficient funds or other charges incurred by You as a result of such attempts to charge and/or place holds on Your credit card. If You mistakenly provide a debit card number instead of a credit card number, You authorize all charges described herein to be applied to such debit card unless and until You provide a credit card number.

2.5 Billing

We elect to issue You an invoice, We may do so in any format as We determine from time to time. If You request an invoice or additional copies of any invoice(s), or detailed information about Your usage of Services, additional charges may apply as We may establish from time to time. Our decision to issue invoices shall not limit Our rights hereunder to automatically charge Your credit card on file on the date specified in Section 2.4.

2.6 Late Payment Fee

Grace Period: If the automatic payment method fails, You will be issued an invoice with a 14-day due date. If the invoice remains unpaid by the due date, a 7-day grace period will be provided. Synthesys reserves the right to suspend or stop services automatically if the payment is not received within this grace period. You agree that for amounts not paid by the due date, We may charge, and You agree to pay, a late payment fee equal to the lesser of 10% of the past due amounts or the maximum allowed by law. In the event You fail to pay billed charges when due

and it becomes necessary for us to refer Your account(s) to a third party for collection, or We resort to any other remedy available to Us to collect any amounts that You owe, You will be liable for all costs associated with Our collection efforts, including without limitation, attorneys' fees and court costs.

2.7 Service Changes

Synthesys may change the rates at any time by posting such change at <https://www.synthesys.app/#pricing>. The new rate will apply to Your next billing cycle, as the case may be after the new rates have been published. Please check the latest rates before You use the applicable Service. If You do not accept the new rates, do not use the Service.

3. Acceptable Use Policy

3.1 In General

Synthesys's Acceptable Use Policy constitutes an integral part of these Terms and is designed to prevent fraud and abuse of the Services and facilitate compliance with applicable laws among our Customers. Our goal is to protect the integrity of all related systems for the benefit of all customers and partners and prevent any illegal conduct with the use of our Services and systems. Any use of the Services or any other action that disrupts the integrity of any Synthesys system or service and/or any vendor system or service, whether directly or indirectly, is strictly prohibited and could result in immediate termination of the Services.

You agree that you will not use the Services in ways that violate laws, infringe the rights of others, or interfere with the users or equipment of the Services. You shall use the Services only for lawful purposes. Synthesys reserves the right to immediately terminate your Services if, in our sole and absolute discretion, Synthesys determines that you have used the Services for an unlawful purpose, including, but not limited to, violating Synthesys's Know-Your Customer requirements.

You shall not use the Services in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or constitutes any similar behavior.

3.2 Telemarketing Compliance

You must not use the Services in violation of the applicable laws governing the making and sending of calls and text messages. Relevant laws and regulations include, but are not limited to, the Telemarketing and Consumer Fraud and Abuse Prevention Act, the Telephone Consumer Protection Act (TCPA), and the rules promulgated by the Federal Communications Commission pursuant to the TCPA, the Federal Trade Commission (FTC) Act, the FTC's Telemarketing Sales Rule (TSR) and the Do-Not-Call (DNC) registry, state telemarketing laws and federal and state anti-wiretapping or eavesdropping laws.

Among other things, these laws and regulations may:

- Require you to obtain the prior express consent for auto-dialed or prerecorded calls or texts sent or made from the called party;
- Require documentation or other support of such consent (which may be required in writing for certain types of calls);

- Prohibit altering the caller ID information transmitted with a call or text with the intent to defraud, cause harm, or wrongfully obtain anything of value;
- Require you to include a disclosure of AI voice use at the beginning of the call;
- Require you to notify parties to the call that their call is being recorded, and, in some cases, seek prior express consent to the call recording and disclose the use of third-party vendors for call analytics;
- Prohibit making certain types of calls before 8 a.m. or after 9 p.m. at the called party's location; and
- Prohibit calling a number on the national, state, or organization-specific do-not-call registry.

If consumer consent is required under the applicable laws to place calls using Synthesys's technology, Customer is required to document proof of the required level of consent of each consumer who the Customer contacts. Such documentation must be preserved for at least the minimum amount of time prescribed by the applicable law, but in any case, it must be maintained for no less than five years. Synthesys retains the right to audit Your use of our Services to ensure Your compliance with the applicable laws. Customers using AI voice for outbound calls must ensure their systems are programmed to scrub phone numbers against the applicable (federal, state, and Customer-specific) Do-Not-Call (DNC) lists regularly and in no event less frequently than every 31 days.

3.3 Fraud Prevention and Rights of Publicity

You shall not use our Services to offer or otherwise make fraudulent goods, services, schemes, or promotions available to others, including make-money-fast schemes, Ponzi and pyramid schemes, or for phishing, pharming, harvesting, or similar deceptive practices.

Providing altered, deceptive, or false information about the sender's identity or a call's origin is expressly prohibited.

You shall only use the AI voices you have the rights to use under the applicable laws and licenses. You must not use the voices of real people (or deceptively similar voices) without their consent, and you must not use real people's voices (or deceptively similar voices) for any purpose the relevant person has not authorized.

4. Indemnification

You agree to indemnify, defend and hold harmless Synthesys, its officers, directors, employees, agents, and third parties for any losses, costs, liabilities, and expenses (including reasonable attorney's fees) relating to or arising out of Your use of or inability to use the Site or services, any user postings made by You, Your violation of any terms of this Agreement or Your violation of any rights of a third party, or Your violation of any applicable laws, rules or regulations.

Synthesys reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will fully cooperate with Synthesys in asserting any available defenses.

5. WARRANTY DISCLAIMER

THE SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND Synthesys MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY SIMILAR WARRANTY WHETHER SAID WARRANTY ARISES UNDER PROVISIONS OF ANY LAW OF THE UNITED STATES OR ANY STATE THEREOF. Synthesys MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICES ARE FREE OF RIGHTFUL CLAIMS OF ANY THIRD PARTY FOR INFRINGEMENT OF PROPRIETARY RIGHTS. THE ENTIRE RISK ASSOCIATED WITH THE SERVICES ' USE SHALL BE BORNE SOLELY BY CUSTOMER. Synthesys MAKES NO WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, AND ERROR-FREE, OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. Synthesys IS NOT RESPONSIBLE FOR MESSAGES OR INFORMATION LOST OR MISDIRECTED DUE TO INTERRUPTIONS OR FLUCTUATIONS IN THE SERVICES OR THE INTERNET IN GENERAL. Synthesys DOES NOT WARRANT THE ACCURACY OR RELIABILITY OF THE RESULTS OBTAINED THROUGH THE USE OF THE SERVICES OR ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICES. CUSTOMER ACKNOWLEDGES THAT ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICES ARE AT CUSTOMER'S SOLE RISK AND DISCRETION, AND Synthesys WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER OR CUSTOMER 'S PROPERTY. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMERS FROM Synthesys, ITS EMPLOYEES, OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS. SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO CERTAIN OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO CUSTOMER.

6. LIMITATION OF LIABILITY

SYNTHESYS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY UNDER THESE TERMS WILL NOT EXCEED THE GREATER OF THE AMOUNT YOU PAID FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE OR ONE HUNDRED DOLLARS (\$100). THE LIMITATIONS IN THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SOME COUNTRIES AND STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR THE LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE TERMS ABOVE MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. IN THAT CASE, THESE TERMS ONLY LIMIT OUR RESPONSIBILITIES TO THE MAXIMUM EXTENT PERMISSIBLE IN YOUR COUNTRY OF RESIDENCE.

7. Intellectual Property Rights

7.1 In General

All rights, title, and interests in the Service, Site, and any content contained herein are the exclusive property of Synthesys, except as otherwise stated. The Service is for Your legitimate business use only. Synthesys and its licensors own this entire website, including the names, logos, trademarks, service marks (collectively, the “Marks”), and any related or underlying technology, except User Content. The Site's content may also be covered by applicable copyright or other intellectual property laws and treaties. Without the prior written consent of Synthesys LLC FZ., You are not permitted to make use of any of its Marks.

7.2 Limited License

Subject to Your compliance with these Terms, Synthesys grants You a limited, non-exclusive, non-transferable, and revocable license to access and use the Service and the Site for Your personal or internal business purposes. This license does not include any right to:

- Modify, adapt, or hack the Service
- Reverse engineer, decompile or disassemble the Service
- Sublicense, sell, rent, lease, transfer, assign, or distribute the Service
- Create derivative works based on the Service.

7.3 User-Generated Content

You retain ownership of any content You submit, upload, or provide to the Site or Service, including software, text, audio, video, images, user-generated content, reviews, testimonials, forum posts, and social media posts (“User Content”). By submitting User Content, You grant Synthesys a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, adapt, publish, translate, and distribute such User Content in connection with the Service.

7.4 AI-Generated Content

The ownership and intellectual property rights to any AI-generated content offered by Synthesys in the provision of Services (“AI-Generated Content”) are subject to the following terms.

Synthesys or its licensors retain ownership of the underlying AI models and algorithms used to generate the AI-Generated Content. You are granted a license to use the AI-Generated Content for Your personal or internal business purposes, subject to the restrictions outlined in these Terms.

Synthesys does not claim ownership of ideas or information You provide as inputs for the creation of AI-Generated Content.

7.5 Feedback

If You provide Synthesys with any feedback, suggestions, or ideas regarding the Service or the Site (“Feedback”), You grant Synthesys a perpetual, irrevocable, worldwide, royalty-free license to use, modify, and incorporate such Feedback into the Service without any obligation to compensate You.

7.6 Third-Party Intellectual Property

The Service may incorporate third-party intellectual property. Synthesys does not claim ownership of such third-party content, and You agree to comply with any applicable third-party terms and conditions.

7.7 Trademarks

All trademarks, service marks, and trade names used on or in connection with the Service are the property of their respective owners. You may not use any trademarks, service marks, or trade names appearing on the Service or the Site without the owner's prior written consent. You grant Synthesys the right to identify You as a user of the Service or Site, using Your Marks on Synthesys's Site and in its marketing materials. For the duration of the Agreement, You grant Synthesys a non-exclusive, royalty-free license to use Your Marks in connection with any marketing, promotion, or advertising of Synthesys or the Service/Sites.

8. Call Recording and Third-Party Vendors

If you do not opt-out of recording, You give Synthesys permission to record calls made using the Service and Sites and process communication data ("Communications") and User Content for offering AI-powered analytics and the development, training, and improvement of artificial intelligence and machine learning models that are included in the Service and Site. However, before being used for these purposes, the data will be de-identified and aggregated using commercially reasonable industry-standard technologies. Nothing in this section shall lessen or restrict your obligations under the applicable laws, as described in Section 3.

9. DMCA Policy

Synthesys respects the intellectual property rights of others and expects users of the Site to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us.

If You believe that Your copyrighted work has been copied in a way that constitutes copyright infringement, please provide our copyright agent with the following information:

- A physical or electronic signature of the copyright owner or a person authorized to act on their behalf
- Identification of the copyrighted work claimed to have been infringed
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material
- Your contact information, including Your address, telephone number, and an email address
- A statement by You that You have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law
- A statement that the information in the notification is accurate and, under penalty of perjury, that You are authorized to act on behalf of the copyright owner

10. Modifications to Terms

Synthesys reserves the right to modify these Terms at any time in its sole discretion. Updated versions of the Terms will be posted on the Website and are effective immediately. Your continued use of the Website after any such changes constitutes Your acceptance of the new Terms. The most current version of the Terms will supersede all previous versions. Synthesys encourages You to periodically review the Terms to stay informed of our updates.

11. Dispute Resolution

11.1 Pre-Dispute Resolution Procedure

Prior to initiating any formal legal proceedings, the parties agree to engage in good-faith efforts to resolve any dispute, controversy, or claim arising out of or relating to this Agreement. The aggrieved party must first provide written notice to the other party describing the nature of the dispute in reasonable detail, including the factual and legal basis of the claim and the relief sought. This notice must be delivered to the address provided in Section 9.8. Upon receipt of such notice, the parties shall engage in sincere efforts to resolve the dispute within sixty (60) calendar days. Only after the expiration of this period without resolution may either party proceed with formal dispute resolution as set forth below.

If Partner fails to remit any amounts due and payable under this Agreement, Synthesys reserves the right to assign the outstanding debt to a licensed collections agency or initiate legal action for the sole purpose of recovering such past-due amounts, along with any accrued interest or costs of collection, to the maximum extent permitted under applicable law.

11.2 Class Action Waiver

Each party expressly agrees that all claims brought against the other shall be initiated solely in an individual capacity, and not as a plaintiff or class member in any purported class, collective, consolidated, or representative proceeding. To the fullest extent permitted by applicable law, the parties irrevocably waive any right to participate in or initiate any class action or class-wide arbitration. If a competent court or tribunal determines that this class action waiver is unenforceable in any particular case, then this provision shall be severed with respect to that proceeding only, and all other provisions shall remain in full force and effect.

11.3 Waiver of Jury Trial

To the extent permitted by applicable law, the parties knowingly, voluntarily, and irrevocably waive any right to a trial by jury in any proceeding arising out of or relating to this Agreement or the transactions contemplated herein. This waiver applies to both contractual and non-contractual claims.

11.4 Governing Law

This Agreement and any dispute arising out of or in connection with it shall be governed by, interpreted under, and construed in accordance with the laws of the United Arab Emirates, without regard to its conflict of law principles.

11.5 Exclusive Jurisdiction

Subject to Section 11.1, any legal proceedings arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the competent courts of the Emirate of Dubai, United Arab Emirates. Each party irrevocably consents to the exclusive jurisdiction of such courts.

11.6 Venue

The proper and exclusive venue for any legal or equitable action brought in connection with this Agreement shall be the courts located in Dubai, and each party waives any right to assert that such forum is not convenient or otherwise improper.

11.7 Consent to Jurisdiction and Waiver of Objections

Each party irrevocably submits to the personal and subject-matter jurisdiction of the courts of Dubai and waives any and all objections to such jurisdiction or venue, including objections based on forum non conveniens, lack of personal jurisdiction, or improper venue.

12. Severability

If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable.

13. Assignment

You may not transfer or assign this Agreement or any of Your rights or obligations under it, by operation of law or otherwise, without our prior written consent. We may transfer or assign all or part of this Agreement or Your debts to us without notice. Upon our transfer or assignment of this Agreement, Synthesys shall be released from all liability with respect to this Agreement.

14. Force Majeure

Neither party shall be liable for any default or delay in the performance of its obligations hereunder (excluding any payment obligations) if and to the extent that such default or delay arises out of causes beyond their reasonable control, including, without limitation, acts of God, including weather-related phenomenon, earthquakes, and floods; fires; acts of war or terrorism; civil disorders, including riots, rebellions, and insurrections; labor disputes, including strikes, lockouts, and work stoppages; medical emergencies, including pandemics and quarantine restrictions; network problems, including cable cuts, power outages, network failures, and computers viruses; and any other catastrophes, national emergencies, or government orders or acts. The time for any performance required hereunder shall be extended by the delay incurred as a result of such force majeure event, and if either party is unable to perform as a result of such event, it shall act with diligence to correct or mitigate such event.

15. Enforcement and Waiver

Synthesys has the right, but not the obligation, to monitor, investigate, restrict, enforce, bring civil litigation, press charges, or engage in any other self-help regarding any actual, attempted, or suspected violation of this Agreement. Synthesys will determine, in its sole discretion, whether You violated or attempted to violate any of the provisions of this Agreement or the Acceptable Use Policy. If we determine or suspect that You violated or attempted to violate this Agreement, we may terminate, suspend, modify, or limit Your Service. Additionally, we may report actual or suspected criminal offenses to appropriate law enforcement authorities. Synthesys will cooperate with law enforcement investigations where criminal activity is suspected, and You agree to cooperate with any such investigations. Any waiver of or failure to enforce any provision or prohibition in this Agreement in one instance shall not be construed as a waiver of any provision or right in another instance.

16. Contact Us

If You have any questions, concerns, comments, or complaints regarding Your Services, Your bill, or this Agreement, please get in touch with Synthesys LLC-FZ. Customer Service using the following information:

Synthesys LLC-FZ

Meydan Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, UAE

Email Address: support@synthesys.app

Telephone number: +971 52 182 8368