

BOTTO PLATFORM - FZCO Terms of use

Last updated: [Date]

1. Introduction and Acceptance of Terms

This User Agreement ("Agreement") is a legally binding contract between you ("User") and BOTTO PLATFORM - FZCO (license no. 27443), a company registered in IFZA, Dubai, UAE, with its registered office at Dubai Silicon Oasis, DDP, Building A1, Dubai, United Arab Emirates ("Company," "We").

By using our website, botto.ai, its subdomains, and services, including but not limited to our voice and text communications platform (the "Service"), you acknowledge that you have read, understood, and unconditionally agree to be bound by the terms of this Agreement, as well as our Privacy Policy and Data Processing Addendum, which form an integral part of this Agreement. If you do not agree to these terms, you may not use our Service.

2. Definitions

Company: BOTTO PLATFORM - FZCO.

Service: A platform for making automated voice calls and sending text messages, accessible at botto.ai.

Account: A secure section of the Service, accessible after User authentication.

Balance: The User's internal account in the Service for payments for using functionality.

Voice/Text Message: Content created or uploaded by the User for distribution through the Service.

Validation and Scoring are the results of data processing obtained exclusively through automated processing (using artificial intelligence and machine learning algorithms) and representing an assessment of certain qualities of the User's data, in particular, behavioral prediction or classification according to specified parameters.

Blacklist: A list of contacts to whom mailings are prohibited.

Tariff: The cost of using the Service, published at botto.ai/agreement.

Personal Data: Any information related to an identified or identifiable individual ("Data Subject").

Processing: Any action or set of actions performed with personal data using automated or other means.

Data Controller: The person who determines the purposes and means of processing personal data. The User is the Data Controller with respect to the personal data of Recipients.

Data Processor: The person who processes personal data on behalf of and at the direction of the Controller. The Company is the Data Processor with respect to the personal data of Recipients that the User uploads to the Service.

3. Service Functionality

3.1. The SERVICE is a software suite designed to automate communications and customer analytics.

The Service's functionality includes:

3.1.1. Content Creation and Distribution: The User independently creates audio recordings and text messages for subsequent distribution to Recipients (the User's Clients) via integrated communication channels.

3.1.2. Validation and scoring services are automated services for checking phone numbers, which include determining their technical attributes (country, operator), validity, and probabilistic analysis for the presence of linked accounts in messengers and social networks.

3.1.3. Provision of Results: Following the analysis, the User is provided with structured results in the form of detailed analytical reports, as well as validation results and a scoring score.

3.2. The User understands and agrees that Validation and Scoring are based solely on the data provided by the User. The SERVICE is not responsible for the consequences of decisions made by the User based on Validation and Scoring.

4. Terms of Use of the Service

4.1. The Service is intended for the legitimate communication of the User with its clients and counterparties who have previously given explicit, informed, and unambiguous consent (express opt-in) to receive such messages in accordance with applicable law, including the UAE Federal Data Protection Law No. 45 of 2021 (PDPL) and anti-spam regulations.

4.2. The User is solely and fully responsible for:

Obtaining all necessary consents from Recipients in accordance with the PDPL and maintaining documentary evidence of such consents.

The content, accuracy, and legality of distributed messages.

Complying with the laws of the UAE and the Recipient's country of residence in their activities and use of the Service.

Acting as the sole and independent Data Controller in accordance with the PDPL and other applicable data protection laws for all personal data of Recipients processed using the Service. The User is solely responsible for determining the purposes and means of such processing, ensuring the legal basis for it (including obtaining valid consent), and respecting all rights of Data Subjects.

4.3. The User is prohibited from using the Service to:

Send spam, fraudulent, harassing messages, or messages that violate anti-spam rules (Unsolicited Electronic Communications).

Distribute defamatory, offensive, pornographic content, or content that promotes violence, discrimination, or illegal activity.

Violate the intellectual property rights of third parties.

Process any special categories of personal data (sensitive data), including, but not limited to: health data, biometric and genetic data, data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership data, and personal data.

Any actions that may damage the reputation, infrastructure, or operation of the Service or violate UAE laws.

5. Intellectual Property

All rights to the Service, including software, algorithms, design, trademarks, and all content, are the exclusive property of the Company or its licensors. This Agreement does not transfer any rights to the Company's intellectual property to the User.

6. Registration and Account

6.1. Access to the Service requires registration and creation of an Account.

6.2. The User undertakes to provide accurate, current, and complete information.

6.3. The User is responsible for maintaining the confidentiality of their account information. All actions performed under their Account are considered to be their own.

7. Payment and Rates

7.1. Use of the Service is paid for in advance according to the current Rates.

7.2. Payment is credited to the User's Balance after the Company receives the funds.

7.3. Funds are debited from the Balance when the message is sent to the telecom operator for delivery.

7.4. All payments are made in UAE Dirhams (AED) or another currency specified on the Website. Refunds of unused funds to the User's bank card or account are made less any actual payment system fees and administrative expenses incurred by the Company. The right to a refund arises solely at the Company's discretion and subject to the User's substantiated request.

8. Limitation of Liability

8.1. The Service is provided on an "as is" basis. The Company makes no guarantees regarding the uninterrupted operation, accuracy, or reliability of the Service.

8.2. The Company is not responsible for:

The content of messages created by the User.

Failure to obtain the necessary consents from Recipients.

The quality and speed of message delivery, which are the sole responsibility of telecom operators.

Direct or indirect losses of the User arising from the use or inability to use the Service.

8.3. The User agrees to defend, indemnify, and hold harmless the Company, its affiliates, employees, and agents from and against any and all claims, demands, damages, expenses (including reasonable legal costs and attorneys' fees), fines, and fines imposed by regulators (including, but not limited to, the UAE Data Protection Authority) arising out of or in connection with: (a) the User's breach of this Agreement; (b) the User's violation of applicable law, including, but not limited to, the PDPL and anti-spam laws; (c) the content of the User's messages; (d) the User's failure to have a proper legal basis and consent to the processing of the Recipients' personal data.

9. Processing of Personal Data

9.1. The Parties acknowledge and agree that, when processing the Recipients' personal data on behalf of the User, the Company acts as the Data Processor, and the User acts as the Data Controller.

9.2. The Company undertakes to process personal data:

Solely in accordance with the User's written instructions (as set out in this Agreement and a separate Data Processing Addendum (DPA)), unless otherwise required by UAE law.

Maintaining the confidentiality and security of the processed data in accordance with the PDPL.

Upon termination of the provision of services, at the User's option, the Company will delete or return all personal data, unless UAE law requires the Company to retain such data.

9.3. Detailed terms of processing, including obligations regarding security, breach notification, and assistance to the User in fulfilling requests from data subjects, are set out in a separate Data Processing Addendum (DPA), which forms an integral part of this Agreement.

10. Governing Law and Dispute Resolution

10.1. This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates.

10.2. Any disputes arising from this Agreement shall be resolved in the courts of the Emirate of Dubai, UAE.

11. Final Provisions

11.1. The Company reserves the right to unilaterally change the terms of this Agreement. Changes will take effect upon their publication on the Website. The Company will notify you of any material changes affecting your rights or obligations, in particular those related to the processing of personal data, by sending a message to the email address specified during

registration and/or through your personal account. Continued use of the Service after the changes take effect constitutes your unconditional acceptance of them.

11.2. The Company reserves the right to block the User's Account or unilaterally terminate this Agreement if the User violates the terms of the Agreement or UAE law, without any refund.

12. Contact Information

BOTTO PLATFORM - FZCO

Address: Dubai Silicon Oasis, DDP, Building A1, Dubai, United Arab Emirates

Email: [support@botto.ai] (for general inquiries)

Email: [privacy@botto.ai] (for privacy-related inquiries and for exercising data subject rights under UAE Federal Law No. 45 of 2021)

Attn: Data Protection Officer

License: No. 27443