



AI VIRTUAL ASSISTANT

Broadcast Voice Networks, Inc. (BVN Telecom Group) · Last updated: Oct 13, 2026

Important notice: The Virtual Assistant is an artificial intelligence-based software tool that automatically generates responses from the information, instructions, and systems the Customer provides to it. Its responses may contain errors. The Customer is responsible for the information it provides, for supervising the Assistant's operation, and for any decisions it makes based on the Assistant.

1. IDENTIFICATION AND ACCEPTANCE

1.1. These Terms and Conditions (the "Terms") govern the design, implementation, access to, and use of the artificial intelligence virtual assistant platform and its integrations (the "Service") offered by Broadcast Voice Networks, Inc., a corporation organized under the laws of the State of Florida, United States, with its principal office in West Palm Beach, Florida, doing business as BVN Telecom Group ("BVN", "we", "us").

1.2. By accepting a BVN estimate, proposal, or service order, or by accessing or using the Service, the individual or legal entity contracting it (the "Customer") represents that it has read, understood, and accepted these Terms. If the Customer acts on behalf of a company, it represents that it has sufficient authority to bind that company.

1.3. The Service is intended exclusively for businesses and professionals for commercial purposes. It is not intended for consumers for personal or household use.

2. DEFINITIONS

Assistant: the artificial intelligence-based conversational agent or virtual assistant configured for the Customer, through any channel (web chat, WhatsApp, voice, email, or others). Platform: the software, administration panel, infrastructure, and integrations that BVN makes available to the Customer. Integrations: API or other connections between the Assistant and the Customer's or third parties' systems (for example, inventory, CRM, calendars, scheduling, account, or billing systems). Customer Data: all information, documents, knowledge bases, instructions, credentials, and content that the Customer or its systems provide to the Assistant. Outputs: the responses, text, audio, actions, or any other content generated by the Assistant. End User: any person who interacts with the Customer's Assistant. AI Providers: the third parties that supply the artificial intelligence models, voice, transcription, or cloud services used by the Platform.

3. NATURE OF THE SERVICE

3.1. BVN designs and makes available to the Customer a custom Platform, with the Integrations the Customer requests and quotes, so that the Customer can operate its own Assistant. The specific scope (features, channels, Integrations, number of users, volumes, and timelines) is as set out in the accepted estimate or service order. Any functionality not included in that document is out of scope and may be quoted separately.



3.2. The Assistant responds solely on the basis of Customer Data, the configured instructions, and the general capabilities of the AI model. BVN does not create, review, or verify the content of Customer Data.

3.3. The Platform uses models and services from AI Providers. BVN may select, change, or update those providers and models to maintain or improve the Service, while seeking not to materially affect the contracted features.

3.4. The Assistant is a support tool. It does not replace human judgment and does not constitute legal, medical, financial, accounting, tax, or any other regulated professional advice.

4. INHERENT LIMITATIONS OF ARTIFICIAL INTELLIGENCE

The Customer acknowledges and agrees that:

4.1. AI systems operate probabilistically and may generate Outputs that are inaccurate, incomplete, outdated, or fabricated, even when the information provided is correct.

4.2. The quality of Outputs depends directly on the quality, accuracy, and currency of Customer Data and on the proper functioning of the Customer's integrated systems.

4.3. The Assistant may misinterpret a request, fail to understand it, or respond differently to similar questions.

4.4. BVN does not guarantee that Outputs will be accurate, suitable for any particular purpose, or free from errors, bias, or omissions.

5. CUSTOMER RESPONSIBILITIES

The Customer is solely responsible for:

5.1. Its data: the accuracy, lawfulness, currency, and ownership of Customer Data, including prices, stock levels, balances, schedules, policies, and any information the Assistant communicates.

5.2. Human oversight: periodically reviewing the Assistant's operation and conversations, correcting errors, and maintaining a channel through which End Users can reach a person.

5.3. Actions and decisions: actions performed by the Assistant through Integrations authorized by the Customer (for example, booking or canceling appointments, checking or modifying inventory, or retrieving account information), and decisions made by the Customer or End Users based on Outputs.

5.4. Integration permissions: defining what the Assistant may access or modify, granting only the minimum access necessary, safeguarding its credentials and API keys, and revoking access when appropriate.

5.5. AI disclosure to End Users: clearly informing End Users, no later than the start of the interaction, that they are interacting with an artificial intelligence system and not a person, and answering truthfully whenever an End User asks whether they are talking to

an AI. The Assistant must never present itself as human or as a licensed professional.



5.6. Consents and privacy: maintaining its own privacy policy and the notices, authorizations, and consents required by law to process End User data through the Assistant.

5.7. High-risk uses: not using the Assistant to automatically make or determine decisions with legal or similarly significant effects on individuals (for example, granting or denying credit, employment, housing, insurance, healthcare, or education) without human review, and complying with the laws governing such uses if it chooses to use the Assistant for them.

5.8. Legal compliance: complying with all laws applicable to its business and to the countries of its End Users (see Section 7).

6. PROHIBITED USES

Using the Service for any of the following is prohibited:

Leading End Users to believe they are interacting with a person, or impersonating any person, company, or authority. Providing medical diagnoses or legal or financial advice, or presenting itself as a licensed professional. Processing protected health information (PHI) subject to HIPAA, full payment card numbers, or sensitive banking data, unless BVN has first agreed in writing to include the safeguards required by law and applicable standards (for example, a Business Associate Agreement or PCI DSS requirements). Directing the Service to minors or collecting their data without complying with applicable law. Making automated or artificial-voice calls or sending automated messages without the prior consent required by law. Unlawful discrimination, manipulation, deception, harassment, or dissemination of content that is illegal, defamatory, or infringes third-party rights. Fraud, phishing, unlawful activities, or attempts to breach, overload, or reverse engineer the Platform or the AI models. Using Outputs to train AI models that compete with the AI Providers, in violation of their policies.

Violating the acceptable use policies of the AI Providers and of the channels used (for example, Meta's policies for WhatsApp).

7. LEGAL FRAMEWORK APPLICABLE TO USE OF THE ASSISTANT

7.1. The Customer, as the owner and operator of its Assistant toward its End Users, agrees to comply with, as applicable to its business and the places where it operates, among others:

United States – federal: the Federal Trade Commission Act (Section 5) on deceptive practices, including claims about AI capabilities; the Telephone Consumer Protection Act (TCPA), which, according to the FCC, applies to calls using AI-generated voices and requires prior express consent; and, where applicable, HIPAA, GLBA, and COPPA. United States – state: state laws on AI and chatbot transparency and use, such as the Utah Artificial Intelligence Policy Act, the Texas Responsible Artificial Intelligence Governance Act (TRAIGA), the Colorado AI Act (SB 24-205) for consequential decisions and its Chatbot Safety Act (HB 26-1263, effective January 1, 2027), California laws (including SB 243 and the bot disclosure law SB 1001), and state consumer privacy laws. Florida: the Florida Security of Communications Act (Fla. Stat. ch. 934), which requires the consent of all parties to record communications, the Florida Telephone Solicitation Act, and the Florida Deceptive and Unfair Trade Practices Act (FDUTPA). European Union: the Artificial Intelligence Act (Regulation (EU) 2024/1689), whose Article 50 transparency obligations have



applied since August 2, 2026 and require informing users that they are interacting with an AI system, and the General Data Protection Regulation (GDPR). Colombia and Latin America: Law 1581 of 2012 on personal data protection, Law 1480 of 2011 (Consumer Statute), and equivalent laws of the other countries where the Customer operates.

7.2. Laws governing artificial intelligence change frequently. It is the Customer's responsibility to stay informed of the rules that apply to it and to adapt its use of the Assistant accordingly. BVN may adjust the Platform to facilitate such compliance, without this constituting legal advice.

8. RECORDING OF CONVERSATIONS AND CALLS

8.1. If the Assistant operates by voice or records, transcribes, or stores conversations, the Customer is responsible for informing End Users and obtaining their consent where required by law (for example, at the start of a call).

8.2. BVN will make configurable notice messages available to the Customer, but their content and use are the Customer's decision and responsibility.

9. PERSONAL DATA, CONFIDENTIALITY, AND SECURITY

9.1. With respect to End User data and Customer Data, the Customer is the data controller and BVN acts as a data processor, processing such data solely on the Customer's behalf, according to its instructions, and to provide the Service.

9.2. Customer Data may be processed by AI and cloud providers under confidentiality and security obligations. BVN will seek to contract with providers that do not use Customer Data to train their general models, where the provider offers that option.

9.3. BVN applies reasonable administrative, technical, and physical security measures. No system is completely invulnerable; BVN will notify the Customer without undue delay of any security incident affecting its data, in accordance with applicable law.

9.4. BVN will keep the Customer's non-public information confidential and use it only to provide the Service. BVN's processing of data is also governed by its Privacy Policy, published at <https://www.bvntelecomgroup.com/privacy-policy.html>.

9.5. Upon termination of the Service, BVN will make the Customer's exportable data available for thirty (30) days and may then delete it, unless the law requires its retention.

10. INTELLECTUAL PROPERTY

10.1. Customer: the Customer retains ownership of Customer Data and, to the extent permitted by law and by the AI Providers' terms, of the Outputs generated for it.

10.2. BVN: the Platform, its code, flows, generic configurations, templates, reusable integrations, methodologies, improvements, and trademarks are the property of BVN or its licensors. The Customer receives a limited, non-exclusive, non-transferable license to use them for the term of the Service. Developments made exclusively for the Customer are governed by the terms of the estimate or service order.



10.3. The Customer warrants that it holds the necessary rights to Customer Data and that its use in the Service does not infringe third-party rights.

10.4. BVN may use aggregated and anonymized technical and statistical data about use of the Platform to operate and improve it, without identifying the Customer or End Users.

11. IMPLEMENTATION, CHANGES, AND SUPPORT

11.1. Implementation timelines depend on the Customer timely providing the required information, access, and approvals. Delays attributable to the Customer or third parties extend the timelines.

11.2. Once the Assistant is delivered, the Customer will have five (5) business days to report defects against the agreed scope. After that period, or once the Customer puts it into production, it shall be deemed accepted.

11.3. Scope changes, new Integrations, or new features will be quoted separately.

11.4. BVN is not responsible for the operation, availability, API changes, or costs of integrated third-party systems and services, or for adjustments required by changes to them.

12. PRICING AND PAYMENT

12.1. Prices, implementation fees, monthly fees, and usage-based charges (for example, messages, minutes, or AI usage volume) are as set out in the estimate or service order.

12.2. Third-party charges for the use of AI models, voice, telephony, or messaging may be passed through to the Customer. Price changes by such third parties will apply from their effective date.

12.3. Payments are non-refundable unless otherwise required by mandatory law. Non-payment entitles BVN to suspend the Service until the Customer's account is brought current.

13. SUSPENSION AND TERMINATION

13.1. BVN may suspend the Service in whole or in part, without liability, when: (a) it detects or reasonably suspects a breach of these Terms or the law; (b) an AI Provider, a channel, or an authority so requires; (c) there is non-payment; or (d) the Customer's use puts the Platform, other customers, or third parties at risk.

13.2. Either party may terminate the Service as agreed in the estimate or service order. BVN may terminate it for the Customer's material breach or upon thirty (30) days' notice for any other reason.

13.3. Termination does not extinguish payment obligations already incurred or indemnification obligations.



14. DISCLAIMER OF WARRANTIES

14.1. THE SERVICE, THE PLATFORM, THE ASSISTANT, AND THE OUTPUTS ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY LAW, BVN MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF OUTPUTS, NON-INFRINGEMENT, OR UNINTERRUPTED OR ERROR-FREE OPERATION.

14.2. BVN does not guarantee the availability of AI Providers, the internet, telephone networks, or the Customer's systems.

15. LIMITATION OF LIABILITY

15.1. BVN SHALL NOT BE LIABLE FOR DAMAGES ARISING FROM: (A) INACCURATE, INCOMPLETE, OR INAPPROPRIATE OUTPUTS OF THE ASSISTANT; (B) ERRORS IN OR OUTDATED CUSTOMER DATA; (C) ACTIONS PERFORMED THROUGH INTEGRATIONS AUTHORIZED BY THE CUSTOMER; (D) DECISIONS MADE BY THE CUSTOMER OR END USERS BASED ON OUTPUTS; OR (E) FAILURES OF AI PROVIDERS, THIRD-PARTY SYSTEMS, OR THE CUSTOMER'S SYSTEMS.

15.2. IN NO EVENT SHALL BVN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, OR LOSS OF DATA, CUSTOMERS, OR GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.3. BVN'S TOTAL AND CUMULATIVE LIABILITY FOR ANY CLAIM RELATED TO THE SERVICE SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY THE CUSTOMER TO BVN FOR THE SERVICE DURING THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

15.4. These limitations do not apply where the law does not permit liability to be limited, such as in cases of fraud or gross negligence.

16. INDEMNIFICATION

16.1. The Customer agrees to defend, indemnify, and hold harmless BVN and its shareholders, officers, employees, technology partners, and providers from and against any claim, lawsuit, fine, sanction, damage, loss, cost, or expense (including reasonable attorneys' fees and costs) arising from: (a) Customer Data; (b) Outputs or actions of the Assistant used or authorized by the Customer; (c) claims by End Users; (d) failure to provide notices or obtain consents required by law; (e) breach of these Terms or the law; or (f) infringement of third-party rights by the Customer.

16.2. BVN will notify the Customer of any covered claim and may participate in its defense with counsel of its choice.



17. FORCE MAJEURE

BVN shall not be liable for any failure or delay caused by events beyond its reasonable control, including failures, changes, restrictions, or suspensions by AI, cloud, internet, or telecommunications providers; legal or regulatory changes; cyberattacks; acts of government; natural disasters; pandemics; or labor disputes.

18. CHANGES TO THESE TERMS

BVN may modify these Terms at any time, in particular to reflect changes in the law or by AI Providers. The current version will be published on this website with its last-updated date. Material changes will be communicated to the Customer by email or through the Platform. Continued use of the Service after publication constitutes acceptance.

19. GOVERNING LAW, JURISDICTION, AND WAIVERS

19.1. These Terms are governed by the laws of the State of Florida and applicable federal laws of the United States of America, without regard to their conflict-of-laws rules.

19.2. The parties will endeavor in good faith to resolve any dispute through direct negotiation for thirty (30) days. Failing that, the dispute shall be submitted to the state or federal courts located in Palm Beach County, Florida, to whose jurisdiction the Customer expressly submits.

19.3. JURY TRIAL WAIVER: TO THE EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION RELATED TO THESE TERMS OR THE SERVICE.

19.4. CLASS ACTION WAIVER: TO THE EXTENT PERMITTED BY LAW, ALL CLAIMS SHALL BE BROUGHT ON AN INDIVIDUAL BASIS AND NOT AS PART OF ANY CLASS OR REPRESENTATIVE ACTION.

19.5. Any claim against BVN must be brought within one (1) year after the event giving rise to it, unless the law imposes a longer period that cannot be modified by agreement.

20. GENERAL PROVISIONS

Entire agreement: these Terms, the accepted estimate or service order, and the policies referenced herein constitute the entire agreement between the parties regarding the Service. In the event of conflict, the terms agreed in writing in the accepted estimate or service order shall prevail. Severability: if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assignment: the Customer may not assign these Terms without BVN's written authorization. BVN may assign them to affiliates or to a successor. Independent contractors: the parties are independent; nothing in these Terms creates a partnership, agency, or employment relationship. No waiver: failure to exercise any right shall not constitute a waiver of that right. Survival: the sections on payment, intellectual property, data, disclaimer of warranties, limitation of liability, indemnification, and governing law survive termination. Language: these Terms are published in Spanish and English. In the event of any discrepancy, the Spanish version shall prevail. Notices: notices will be sent to the email address registered by the Customer.



21. CONTACT

Broadcast Voice Networks, Inc. (BVN Telecom Group) West Palm Beach, Florida, United States

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