



LIVE CALL TRANSLATION

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THE ESSENTIALS, IN PLAIN WORDS

- Translation is done by an automated artificial intelligence system, not a human interpreter. It can make mistakes.
- When translation starts, the system tells the other person that the call uses an automated translator and may be recorded and transcribed. Staying on the line means they agree.
- Do not use this service for emergencies, or as the sole basis for medical, legal or financial decisions.
- We keep the text of the conversation for 90 days. The translator does not store the audio of the conversation.
- You are responsible for using the service lawfully, including calling, recording and privacy rules.

1. WHO WE ARE AND WHO THESE TERMS APPLY TO

The Live Call Translation service (the “Service”) is provided by BVN Telecom Group (“BVN”, “we”). These terms apply to: (a) the business or person that subscribes to the Service (the “Customer”); (b) the people the Customer authorizes to use it, such as its employees (the “Users”); and (c) where relevant, the person on the other end of a translated call (the “Other Party”).

By activating a translated call, signing in to the portal or paying for the Service, the Customer and its Users accept these terms. If you do not agree, do not use the Service. These terms supplement the Customer's telephone service agreement with BVN; if they conflict regarding the translation Service, these terms prevail.

2. WHAT THE SERVICE IS

The Service translates, in real time, a telephone conversation between two people who speak different languages. Each person speaks their own language and hears the other in theirs, through a computer-generated voice.

The translation, transcription and voice are produced by automated artificial intelligence systems, including third-party technology providers. No human interpreter is involved.

3. NOTICE TO THE OTHER PARTY AND CONSENT

Before translation begins, the system plays a notice in the Other Party's language stating that the call uses an automated A.I. translator, that they will hear an automated voice, that the call may be recorded and transcribed, and that they may hang up if they do not agree. Staying on the call after the notice is treated as consent.



On translated calls received by a business, the notice is given at the start of the call or before connecting to an agent.

The Customer and its Users agree not to disable, interrupt, skip or alter these notices, and not to use the Service in a way that prevents the Other Party from hearing them.

4. RECORDING AND TRANSCRIPTION

The translation system does not store the audio of the conversation. Audio is processed live for translation and is not kept as a recording in the translator.

The system does keep a written transcript of the call (what each person said and its translation) and call details (date, time, numbers, duration and languages). Transcripts are kept for 90 days and then deleted automatically. Call details are kept as long as needed for billing, support and legal compliance.

If the Customer separately uses call-recording features of its phone system, that recording is the Customer's responsibility and is governed by its telephone agreement and applicable law.

In the United States, federal law and many states allow a call to be recorded with one party's consent; other states, including Florida, California, Illinois, Maryland, Massachusetts, Montana, New Hampshire, Pennsylvania and Washington, require the consent of all parties. For that reason the Service always notifies everyone on the call. The Customer is responsible for complying with the law where each participant is located.

5. PERMITTED USE AND CUSTOMER RESPONSIBILITIES

The Customer and its Users agree to use the Service lawfully. In particular, they agree to:

- Comply with telephone calling laws, including the Telephone Consumer Protection Act (TCPA), Federal Communications Commission (FCC) rules, Do Not Call lists and equivalent state laws.
- Take into account that the FCC has declared A.I.-generated voices to be “artificial voices” under the TCPA. The Customer is solely responsible for having whatever consent the law requires from the people it calls.
- Not use the Service for unsolicited telemarketing, mass or automated calling, abusive debt collection, fraud, impersonation, harassment, threats or any unlawful purpose.
- Not pose as another person or organization. The greeting a User sets up must state their real name and company.
- Inform their own employees and Users that their translated calls are transcribed and that the Customer can view them.
- Keep portal credentials confidential and notify BVN immediately of any suspected unauthorized access.

BVN may suspend or terminate the Service, without prior notice, if it reasonably believes it is being used in violation of these terms or the law.



6. LIMITS OF AUTOMATED TRANSLATION

Automated translation may contain errors, omissions, changes in meaning or delays, especially with proper names, numbers, addresses, technical terms, accents, background noise or when two people speak at once. The transcript may also contain errors and is not an official or certified record of the conversation.

The Service is not a professional or certified interpreting service and does not replace a qualified interpreter. It must not be used as the only means of communication where accuracy is essential, for example in:

- Medical care, diagnoses, prescriptions, consents or health instructions.
- Legal, court, immigration or government matters.
- Contracts and financial, banking or insurance transactions.

Entities required by law to provide qualified interpreters (for example, health care providers subject to Section 1557 of the Affordable Care Act) do not meet that obligation by using this Service.

Users should confirm important information, such as names, dates, amounts and addresses, by another means.

7. NOT AN EMERGENCY SERVICE

Do not use the Service to call 911 or other emergency services. In an emergency, dial directly without the translation code.

8. PRIVACY: WHAT DATA WE HANDLE AND WHY

To provide the Service we handle the following data:

- The audio of the conversation, processed live for translation and not kept as a recording.
- The transcript and its translation, for 90 days.
- Call details: date, time, calling and called numbers, extension, duration and languages.
- User account details: name, email, company, extension and portal sign-in records.
- The name, company and reason a User enters for their greeting.
- The automated call analysis, only if the Customer subscribed to the Call Analysis service (see "Call analysis").

We use this data only to provide the Service, show calls in the portal, bill, give support, prevent abuse and meet legal obligations. We do not sell personal data or use it for advertising.

To translate and generate the voice, audio and text are transmitted to artificial intelligence technology providers acting on BVN's behalf, subject to their own service and data-processing terms.



Who can see calls: each User sees those of their own extension; the manager User designated by the Customer sees those of all extensions in their company; and authorized BVN staff may access them for support, security, billing or when required by law.

We protect portal access with an encrypted connection, a personal password and a second authentication factor. No system is completely secure, and we cannot guarantee absolute security.

We may disclose information to authorities when a court order, subpoena or other valid legal obligation requires it.

9. CALL ANALYSIS (OPTIONAL SERVICE)

If the Customer subscribes to the Call Analysis service, when each translated call ends an automated artificial intelligence system reads the transcript and produces: (a) a summary of the most important points; (b) a list of tasks, commitments or actions mentioned in the conversation; and (c) an estimate of the overall sentiment of the conversation (positive, neutral or negative).

Sentiment is estimated from the words in the transcript, not from tone of voice. The system does not analyze people's voices, does not identify them by their voice and does not create biometric profiles.

The analysis can only be seen by the manager User designated by the Customer and authorized BVN staff. Extension Users and the Other Party cannot see it. It is kept for the same time as the transcript (90 days) and deleted with it.

The analysis is automated and may contain errors: it may leave out information, assign a task to the wrong person, list commitments that were not agreed or misread the sentiment, especially if the translation had errors. It is not a professional assessment. Users should check it against the transcript before acting on it.

The Customer agrees to:

- Inform its employees and Users that their translated calls may be analyzed in this way, and comply with applicable employment and privacy laws.
- Not use the analysis as the sole basis for disciplinary, hiring or firing decisions, or for credit, insurance, housing or other decisions affecting a person's rights.

10. SENSITIVE INFORMATION

Do not share on a translated call any information you do not want kept in writing, such as card numbers, Social Security numbers, passwords or bank details.

The Service is not designed to handle protected health information under HIPAA or payment card data, and BVN does not act as the Customer's business associate for HIPAA purposes unless a written, signed agreement says so.

The Service is not directed to minors.



11. YOUR RIGHTS OVER YOUR DATA

Anyone who took part in a translated call may ask us what data we hold about that call, or ask that the transcript be deleted before the 90 days. Depending on where you live, you may also have other access, correction or deletion rights under your local law.

To exercise them, contact BVN at 877-865-6337 with the date, approximate time and numbers of the call. We may ask you to verify your identity before acting on the request.

12. CALLS TO OTHER COUNTRIES

The Service is provided from the United States. Other countries' laws on call recording and data protection may be stricter; for example, the General Data Protection Regulation (GDPR) in the European Union. The Customer is responsible for checking and complying with those laws before using the Service with people located outside the United States.

13. PLANS, MINUTES AND PAYMENT

The Service is billed under the plan and rates agreed between the Customer and BVN.

- Minutes are counted from when translation is activated until the call ends.
- Each translated call is rounded up to the full minute.
- Minutes included in the monthly plan do not roll over to the next month.
- Recharge balance does carry over to following months while the account is active.
- When the plan has no minutes or balance left, outbound translated calls are not connected and inbound calls are passed to their destination without translation.

Charges, taxes, refunds and payment terms are governed by the Customer's service agreement with BVN.

14. SERVICE AVAILABILITY

The Service depends on telecommunications networks, the Internet and outside providers. It may experience interruptions, delays or changes in quality. BVN does not guarantee that the Service will be uninterrupted or error-free, and may modify, limit or suspend it for maintenance, security or reasons beyond its control.

15. WARRANTIES AND LIMITATION OF LIABILITY

To the fullest extent permitted by law, the Service is provided "as is" and "as available", without express or implied warranties of accuracy, merchantability or fitness for a particular purpose.

To the fullest extent permitted by law, BVN is not liable for indirect, incidental, special or consequential damages, loss of profits, business or data, or for decisions made on the basis of a translation or transcript. BVN's total liability for the Service is limited to the amount the Customer paid for the translation Service in the three (3) months before the event giving rise to the claim.

Nothing in these terms limits rights that the law does not allow to be limited.



16. INDEMNIFICATION

The Customer will indemnify and hold BVN harmless from claims, fines, damages and expenses, including reasonable attorneys' fees, arising from use of the Service by the Customer or its Users in violation of these terms or the law, including calling, recording, consent and privacy laws.

17. CHANGES TO THESE TERMS

BVN may update these terms. The current version is published on this page with its date. Continuing to use the Service after a change means you accept it.

18. GOVERNING LAW

These terms are governed by the laws of the State of Florida and applicable United States federal law. Any dispute will be brought before the competent courts of the State of Florida, unless the Customer's service agreement with BVN provides otherwise.

If any clause is found invalid, the rest remain in force. The Spanish version of these terms prevails if it differs from any translation.

19. IF YOU RECEIVED A TRANSLATED CALL

If a business called you using this Service, or you called a business that uses it: the voice you heard was generated by an automated system translating the other person; what you said was translated the same way; and a written transcript is kept for 90 days, visible to the business you spoke with. If that business subscribed to Call Analysis, an automated summary of the conversation is also kept, visible only to its manager.

You may ask for the transcript to be deleted by calling BVN at 877-865-6337. To stop being contacted by that business, ask the business directly: BVN provides the technology but does not decide whom its customers call.

20. CONTACT

BVN Telecom Group · Phone: 877-865-6337 · www.bvntelecomgroup.com