

Master Services Agreement (MSA)

Effective date: 2026-02-08

Legal version: 2026-02-08

Legal entity: voice2evolve UG (haftungsbeschränkt)

Registered office: Amtsgericht Stuttgart, HRB 803557

MSA Plain-English Summary (Non-Binding) This section is a simplified explanation to help you understand the main points. The legally binding terms are set out in the Master Services Agreement below.

What's inside (in simple terms):

You buy credits and use them for voice-based training sessions. Credits don't expire during normal account use while the service is available.

Voice2Evolve is a training and simulation platform, not a hiring decision tool or professional advice.

AI-generated feedback may be imperfect and should be used for practice and reflection only.

You own your content and session outputs; Voice2Evolve owns the platform itself.

Support is provided by email on a best-effort basis.

If something goes wrong, Voice2Evolve's liability is limited as permitted by applicable law.

This summary is for convenience only and does not replace the legally binding terms below.

Voice2Evolve Master Services Agreement (MSA)

Last Updated: 08.02.2026

This Master Services Agreement (“MSA”) governs the use of **Voice2Evolve UG (haftungsbeschränkt)** (“Voice2Evolve”) services by the Customer (“Customer”). Together with the Order Form and the Master Data Processing Agreement (MDPA), this MSA forms the full contractual framework between the parties. By purchasing the Services, completing checkout, or otherwise electronically accepting this MSA, the Customer agrees to these terms.

1. Scope and Incorporation

1.1. This MSA, the MDPA, and any referenced documents apply to all Services provided by Voice2Evolve.

1.2. The Order Form (Voice2Evolve Session Planner) details the specific service description, including scenario, persona, context, and a maximum session duration of thirty (30) minutes. It also includes links to the **Widerrufsbelehrung**, Privacy Policy, and this MSA.

1.3. Any updates to these documents will be communicated electronically and take effect upon the next purchase or renewal. 1.4. Certain provisions of this Agreement apply only to Consumers within the meaning of § 13 BGB. Where the Customer acts as a business (§ 14 BGB), consumer protection provisions, including statutory withdrawal rights, do not apply.

2. Consumer Rights (Widerrufsbelehrung)

Voice2Evolve provides a statutory right of withdrawal for consumers under EU and German law in accordance with §§ 312g, 355 BGB. The full **Widerrufsbelehrung** (Right of Withdrawal Notice) is available at <https://voice2evolve.com/legal/withdrawal>.

3. Definitions

- **Agreement** – This MSA, the Order Form, and the MDPA.
- **Platform** – The Voice2Evolve AI-based voice sparring and analytics environment.
- **Customer Data** – Data provided by Customer or its Users, including recordings, transcripts, and analytics.

- **User** – Any authorized individual using the Platform under Customer’s account.
 - **Fees** – The amounts specified in the Order Form or payment interface.
 - **Force Majeure** – Events beyond a Party’s reasonable control, including natural disasters, war, or major internet outages.
-

4. Services and Support

4.1. Voice2Evolve grants Customer a non-exclusive, non-transferable license to access the Platform for the Term.

4.2. The Platform is designed to achieve approximately 99% uptime on a monthly basis, excluding scheduled maintenance, force majeure events, and circumstances beyond Voice2Evolve’s reasonable control. No service level agreement is provided unless expressly agreed in an Order Form 4.3. Voice2Evolve provides customer support on a reasonable efforts basis via email at help@voice2evolve.com.

Support is provided asynchronously and primarily covers technical issues related to access to the Platform and the operation of the Services. Voice2Evolve does not provide telephone, live chat, or real-time support.

While Voice2Evolve aims to review support requests within a reasonable time, no specific response or resolution times are guaranteed.

5. Fees and Payment

5.1. All payments are **upfront** via one-time or credit-based transactions processed through **Stripe Payments Europe Ltd.** Stripe acts solely as a payment processor, not a contracting party.

5.2 Credits purchased by the Customer do not expire and may be redeemed at any time while the relevant Services are generally available. Voice2Evolve may discontinue unused credits only in cases of long-term account inactivity of at least thirty-six (36) consecutive months, provided that the Customer has received reasonable prior notice and an opportunity to use such credits. Credits are non-transferable and non-refundable except where required by mandatory

law.

5.3. All Fees are in EUR unless otherwise stated. Non-EU customers are responsible for applicable import or withholding taxes. Currency conversions use the rate provided by Stripe at the time of transaction.

5.4. Overdue invoices accrue interest at 8% per annum or the maximum permitted by law.

6. Customer Responsibilities

6.1. Customer shall ensure Users comply with this MSA and obtain consent before uploading Personal Data or recordings.

6.2. Customer remains responsible for lawful use of the Services.

6.3. Customer shall notify Voice2Evolve of any unauthorized access or use.

7. Data and AI Features

7.1. Customer retains ownership of Customer Data. Voice2Evolve processes data under the MDPA.

7.2. Voice2Evolve may use anonymized, aggregated data for analytics and service improvement but will not train external foundation models.

7.3 AI Output Limitations The Services involve the use of probabilistic, automated systems. Outputs generated by the Platform may vary, may be incomplete or inaccurate, and are provided for training, simulation, and educational purposes only.

AI-generated outputs shall not be relied upon as factual, legal, employment-related, or contractual advice or as a substitute for professional judgment or human decision-making.

8. Confidentiality

Each Party agrees to protect Confidential Information with at least the same degree of care as it protects its own and to use it only for purposes of fulfilling this Agreement. Confidential Information shall be destroyed or returned upon termination unless required by law.

9. Intellectual Property

9.1. Voice2Evolve retains all intellectual property rights in its Platform, AI models, orchestration logic, and analytics. The Customer retains all rights in its input data and, as between the parties, the session outputs generated for the Customer, excluding any underlying models, methodologies, or platform components.

Customer acknowledges that AI-generated outputs may be similar or identical to outputs generated for other customers. 9.2. Customer grants Voice2Evolve a perpetual, royalty-free license to use Feedback for improvement.

9.3. Customer shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying models, or system architecture of the Platform, except to the extent expressly permitted by mandatory law.

10. Indemnification

10.1. Voice2Evolve will defend the Customer against third-party claims alleging that the Platform, as provided by Voice2Evolve, infringes intellectual property rights, provided that the Customer gives prompt written notice and reasonable cooperation.

If such a claim occurs, Voice2Evolve may, at its option: (a) modify the Platform to make it non-infringing; (b) obtain the right for Customer to continue using the Platform; or (c) terminate the affected Services and refund prepaid Fees for the unused portion. 10.2. Customer shall indemnify Voice2Evolve for any third-party claims to the extent arising from unlawful use of the Services, submission of Customer Data, or failure to obtain required consents.

11. Limitation of Liability

11.1. Total liability under this MSA shall not exceed the Fees paid in the preceding 12 months.

11.2. No Party is liable for indirect or consequential damages.

11.3 The limitations of liability under this Agreement shall not apply to liability resulting from willful misconduct, fraud, violations of

applicable data protection laws, or damages resulting from injury to life, body, or health.

11.4. Voice2Evolve maintains commercially reasonable insurance coverage for third-party liabilities and legal claims arising from the provision of the Services. Voice2Evolve does not currently maintain first-party cyber insurance covering its own internal losses, business interruption, forensic investigation, or remediation costs. This does not affect Voice2Evolve's liability toward the Customer as set forth in this Agreement.

12. Compliance and Ethics

Both Parties shall comply with applicable data protection, anti-bribery, export control, and AI transparency laws, including GDPR and the EU AI Act.

13. Disclaimers

13.1. The Services are educational, training-oriented, and fictional in nature. They do not constitute psychological, legal, medical, or therapeutic advice. 13.2. All scenarios, characters, and dialogues are simulated and not representative of real people, organizations, or actual hiring outcomes. 13.3. No guarantees are provided regarding job placement, performance improvement, interview success, or other outcomes. 13.4. The Customer remains solely responsible for their decisions, actions, and interpretations. Voice2Evolve shall not be liable for any employment, legal, business, or personal decisions made based on AI-generated outputs or simulations.

14. Term and Termination

14.1. The Agreement remains effective for the Term specified in the Order Form.

14.2. Either Party may terminate for material breach with 30 days' written notice if uncured.

14.3. Upon termination, the Customer's access to the Services ends. Customer Data will be deleted or anonymized in accordance with the MDPA, typically within thirty (30) to ninety (90) days unless retention is

required by applicable law. 14.4. Confidentiality, liability, and IP provisions survive termination.

15. General Terms

15.1. Force Majeure: Neither Party is liable for delays beyond reasonable control.

15.2. Assignment: Neither Party may assign rights without consent, except to Affiliates or successors.

15.3. Severability: Invalid provisions shall not affect remaining terms.

15.4. Notices: Sent via email to help@voice2evolve.com and Customer's registered contact.

15.5. Entire Agreement: This MSA supersedes prior terms.

15.6. Hierarchy: Order of precedence: (1) Order Form, (2) MDPA, (3) this MSA.

15.7. Governing Law: German law applies; exclusive jurisdiction is Stuttgart, Germany.

15.8. Execution: May be signed electronically in counterparts. 15.9. Support for enterprise customers or enhanced support levels may be agreed separately in an applicable Order Form. 15.10. This Agreement is concluded electronically. The Customer accepts this Agreement by clicking a corresponding acceptance checkbox during the checkout or account creation process.

Company address: Grabenstr. 26, 71254 Ditzingen, Germany

VAT ID: DE459808424