

Effective Date: July 15, 2024

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1. Introduction & Acceptance of Terms

Welcome to Myna-AI. These Terms & Conditions ("Terms") govern your access to and use of the Myna-AI platform, services, and related products (collectively, the "Services"). By creating an account, accessing our platform, or using any of our Services, you agree to be bound by these Terms.

If you are using the Services on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms. References to "you" or "Customer" refer to the individual or entity accessing the Services.

If you do not agree to these Terms, you must not use the Services.

2. Definitions

"Account" means the registered account created by Customer to access the Services.

"AI Agents" means the artificial intelligence-powered conversational systems provided through the Services, including voice agents and chat agents.

"Customer Content" means any data, information, audio recordings, chat transcripts, knowledge base content, or other materials provided or generated by Customer through use of the Services.

"Platform" means the Myna-AI software-as-a-service platform accessible at <https://www.myna-ai.com> and related infrastructure.

"Usage" means measurable consumption of the Services, including but not limited to minutes, messages, tokens, API calls, AI inference requests, telephony connections, and third-party integration usage.

"Pay-As-You-Go" means the billing model where Customer is charged based on actual measured Usage rather than fixed subscription fees.

3. Scope of Services

Myna-AI provides a cloud-based AI conversational platform that enables businesses to deploy automated voice and chat agents. The Services include:

- **AI Voice Agents:** Telephony-based conversational AI, including SIP integration, call center connectivity, and phone number provisioning
- **AI Chat Agents:** Text-based conversational interfaces for websites, WhatsApp, and other channels via APIs
- **Core AI Components:** Speech-to-Text (STT), Text-to-Speech (TTS), Large Language Model (LLM) processing, and natural language understanding
- **Workflow Automation:** Customizable conversation flows, knowledge base integration, and business logic automation
- **Integration Services:** APIs, webhooks, and connections to third-party systems

Myna-AI reserves the right to add, modify, or discontinue features at its discretion, provided that such changes do not materially diminish the core functionality of the Services during an active billing period.

4. Account Registration & Responsibilities

4.1 Account Creation

To use the Services, you must create an Account by providing accurate and complete information. You are responsible for maintaining the confidentiality of your Account credentials and for all activities that occur under your Account.

4.2 Business Use Only

The Services are designed for business-to-business (B2B) use. You may not use the Services for personal, household, or consumer purposes. By creating an Account, you represent that you are acting on behalf of a business entity.

4.3 Account Security

You must immediately notify Myna-AI of any unauthorized access to or use of your Account. Myna-AI is not liable for any loss or damage arising from your failure to maintain Account security.

4.4 Accurate Information

You agree to provide and maintain accurate billing and contact information. Failure to do so may result in service interruption or suspension.

5. Pay-As-You-Go Billing & Usage Measurement

5.1 Billing Model

The Services operate on a Pay-As-You-Go basis. You are charged only for the Usage you consume, measured in real-time or near-real-time as the Services are utilized.

5.2 Usage Measurement

Usage is measured through automated systems that track:

- Voice call minutes (inbound, outbound, and active conversation time)
- Chat messages sent and received
- AI tokens processed (input and output)
- TTS characters synthesized and STT audio transcribed
- Telephony services including phone numbers, SIP connections, and carrier charges
- Third-party integration calls and data transfer
- Infrastructure and compute resources allocated

Measurements are recorded by Myna-AI's systems and are considered final unless a documented billing error is identified within the dispute window specified in Section 6.4.

5.3 Billing Cycle

Usage charges are calculated periodically (typically monthly or upon reaching specified thresholds). Billing cycles begin on the date of your first usage or Account activation.

5.4 Finality of Consumed Usage

Once Usage is consumed and measured, it is considered final and non-refundable. AI processing, telephony connections, and computational resources cannot be reversed or returned once utilized.

6. Pricing, Invoices & Taxes

6.1 Pricing

Current pricing for the Services is available on the Myna-AI website or within your Account dashboard. Myna-AI reserves the right to modify pricing with thirty (30) days' notice. Pricing changes will not apply retroactively to Usage already consumed.

6.2 Invoices

Invoices are generated based on your billing cycle and Usage measurement. Invoices are provided electronically through your Account or via email. You are responsible for reviewing invoices promptly upon receipt.

6.3 Payment Terms

Payment is due within the timeframe specified on your invoice (typically upon receipt or within 7-15 days). Late payments may result in service suspension or termination. You authorize Myna-AI to charge your designated payment method for all Usage incurred.

6.4 Billing Disputes

If you believe there is an error in your invoice, you must notify Myna-AI in writing within fourteen (14) days of the invoice date. Disputes submitted after this period will not be considered. Myna-AI will investigate documented billing errors and issue credits if warranted, as described in the Refund Policy.

6.5 Taxes

All fees are exclusive of applicable taxes, duties, or governmental charges. You are responsible for all taxes associated with your use of the Services, except for taxes based on Myna-AI's net income. If Myna-AI is required to collect or pay taxes on your behalf, such amounts will be added to your invoice.

7. No Guaranteed Outcomes / AI Limitations

7.1 Probabilistic Nature of AI

The Services utilize artificial intelligence and machine learning technologies that produce probabilistic outputs. AI Agents generate responses based on statistical patterns, training data, and algorithms that may not always produce accurate, appropriate, or desired results.

7.2 No Performance Guarantees

Myna-AI does not guarantee:

- Accuracy, completeness, or reliability of AI-generated responses
- Specific business outcomes, conversion rates, or operational metrics
- That AI Agents will meet your particular requirements or expectations
- Error-free or uninterrupted operation
- That AI outputs will be free from biases, errors, or inappropriate content

7.3 Customer Responsibility

You are solely responsible for:

- Evaluating the suitability of the Services for your use case
- Reviewing and monitoring AI Agent outputs
- Implementing appropriate human oversight and review processes
- Business decisions made based on AI-generated information
- Ensuring compliance with applicable laws and regulations in your use of AI systems

7.4 No Liability for AI Outputs

Myna-AI is not liable for any damages, losses, or consequences arising from AI-generated outputs, including but not limited to business losses, reputational harm, or decisions made in reliance on AI responses.

8. Fair Use & Prohibited Activities

8.1 Acceptable Use

You agree to use the Services in compliance with all applicable laws and regulations, and in a manner consistent with these Terms. The Services are intended for legitimate business communications and automation.

8.2 Prohibited Activities

You may not use the Services to:

- Engage in illegal activities or violate any laws or regulations
- Transmit spam, unsolicited communications, or engage in telemarketing that violates applicable laws
- Impersonate others or misrepresent your identity or affiliation
- Infringe upon intellectual property rights of others
- Distribute malware, viruses, or harmful code
- Attempt to gain unauthorized access to Myna-AI systems or other users' Accounts
- Abuse, harass, threaten, or harm others

- Generate or distribute content that is defamatory, obscene, or offensive
- Manipulate or artificially inflate Usage metrics
- Reverse engineer, decompile, or attempt to extract source code from the Services
- Use the Services to build competing products or services
- Engage in activities that could damage, disable, or impair the Services

8.3 High-Risk Use Cases

You may not use the Services for high-risk activities where AI errors could result in death, serious injury, environmental damage, or significant financial or operational harm, including but not limited to emergency services, medical diagnosis, critical infrastructure control, or safety-critical systems.

8.4 Enforcement

Myna-AI reserves the right to investigate suspected violations and to suspend or terminate Accounts that violate these Terms. We may also report illegal activities to law enforcement authorities.

9. Data Ownership & Customer Content

9.1 Customer Ownership

You retain all ownership rights to Customer Content. Myna-AI does not claim ownership of your data, recordings, transcripts, or other content you input into or generate through the Services.

9.2 License to Myna-AI

You grant Myna-AI a limited, non-exclusive, worldwide license to use, process, store, and transmit Customer Content solely to provide and maintain the Services. This license terminates when Customer Content is deleted or when your Account is closed, subject to reasonable retention periods for backup and legal compliance.

9.3 Data Security

Myna-AI implements reasonable security measures to protect Customer Content. However, no system is completely secure, and Myna-AI cannot guarantee absolute security. You are responsible for maintaining backups of critical data.

9.4 Data Deletion

Upon Account termination or upon request, Myna-AI will delete Customer Content in accordance with its data retention policies, except where retention is required by law or for legitimate business purposes (e.g., billing records, abuse prevention).

10. AI Training & System Improvement

10.1 Service Improvement

Myna-AI may use aggregated, anonymized, and de-identified data derived from the Services to improve system performance, train AI models, develop new features, and conduct research. This process does not include identifiable Customer Content.

10.2 Opt-Out Rights

If you do not wish for your Usage patterns or anonymized data to be used for system improvement purposes, you may opt out by contacting Myna-AI support. Opting out does not affect the core functionality of the Services but may limit access to certain enhanced features that rely on collective learning.

10.3 No Customer Content in Public Models

Myna-AI does not use identifiable Customer Content (such as call recordings, chat transcripts, or specific business data) to train publicly available AI models without explicit consent.

11. Third-Party Services & Telecom Providers

11.1 Third-Party Dependencies

The Services integrate with and rely upon third-party providers, including:

- Telecommunications carriers and SIP providers
- Cloud infrastructure providers
- AI and machine learning model providers
- Payment processors
- Integration platforms and APIs

11.2 Third-Party Terms

Your use of third-party services through the Platform may be subject to additional terms and conditions imposed by those providers. You are responsible for complying with all applicable third-party terms.

11.3 No Warranty for Third-Party Services

Myna-AI does not control third-party services and is not responsible for their availability, performance, or conduct. Service interruptions or issues caused by third-party providers are beyond Myna-AI's control.

11.4 Telecommunication Charges

Telephony services may incur charges from telecommunications carriers that are passed through to you. These charges are included in your Usage calculations and are subject to the policies of the underlying carrier.

12. Service Availability & SLA Disclaimer

12.1 Best Efforts

Myna-AI will use commercially reasonable efforts to provide the Services with high availability and performance. However, the Services are provided on an "as is" and "as available" basis.

12.2 No Uptime Guarantee

Myna-AI does not guarantee uninterrupted, error-free, or 100% available service. Service interruptions may occur due to:

- Scheduled or emergency maintenance
- Third-party provider outages (cloud, telecom, AI services)
- Network congestion or internet connectivity issues
- Force majeure events, natural disasters, or other circumstances beyond Myna-AI's control
- Security incidents or necessary protective measures

12.3 Maintenance Windows

Myna-AI may perform scheduled maintenance with advance notice when feasible. Emergency maintenance may be performed without notice.

12.4 No Service Level Agreement

Unless otherwise specified in a separate written agreement, no Service Level Agreement (SLA) applies to the Services. Myna-AI is not liable for damages resulting from service unavailability or performance degradation.

13. Intellectual Property

13.1 Myna-AI Ownership

Myna-AI retains all ownership rights, title, and interest in the Services, including the Platform, software, algorithms, models, documentation, user interfaces, and all related intellectual property. These Terms do not grant you any rights to Myna-AI's intellectual property except the limited license to use the Services as described herein.

13.2 License to Use

Subject to your compliance with these Terms, Myna-AI grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for your internal business purposes.

13.3 Trademarks

"Myna-AI" and related logos, trademarks, and service marks are the property of Myna-AI. You may not use Myna-AI's trademarks without prior written consent.

13.4 Feedback

If you provide suggestions, feedback, or ideas regarding the Services, Myna-AI may use such feedback without obligation or compensation to you.

14. Confidentiality

14.1 Confidential Information

Each party may have access to confidential information of the other party. "Confidential Information" includes non-public technical, business, or financial information disclosed by one party to the other.

14.2 Protection Obligations

The receiving party agrees to:

- Use Confidential Information only for purposes related to the Services
- Protect Confidential Information with the same degree of care used for its own confidential information, but no less than reasonable care
- Not disclose Confidential Information to third parties without prior written consent

14.3 Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available through no breach of these Terms
 - Is rightfully received from a third party without confidentiality obligations
 - Is independently developed without use of Confidential Information
 - Is required to be disclosed by law or court order (with notice to the disclosing party where permitted)
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15. Limitation of Liability

15.1 Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

Myna-AI does not warrant that the Services will meet your requirements, operate without interruption, be error-free, or that defects will be corrected.

15.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MYNA-AI SHALL NOT BE LIABLE FOR:

- **INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES**
- **LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITIES**
- **BUSINESS INTERRUPTION OR OPERATIONAL LOSSES**
- **DAMAGES ARISING FROM YOUR USE OR INABILITY TO USE THE SERVICES**
- **DAMAGES RESULTING FROM AI-GENERATED OUTPUTS OR DECISIONS BASED THEREON**
- **DAMAGES CAUSED BY THIRD-PARTY SERVICES, TELECOM PROVIDERS, OR INFRASTRUCTURE FAILURES**

This limitation applies regardless of the legal theory (contract, tort, negligence, strict liability, or otherwise) and even if Myna-AI has been advised of the possibility of such damages.

15.3 Maximum Liability Cap

In no event shall Myna-AI's total liability to you for all claims arising from or related to the Services exceed the amount you paid to Myna-AI in the three (3) months immediately preceding the event giving rise to liability.

15.4 Essential Purpose

You acknowledge that this limitation of liability is a fundamental element of the agreement between you and Myna-AI, and that Myna-AI would not provide the Services without these limitations.

16. Indemnification

You agree to indemnify, defend, and hold harmless Myna-AI, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising from or related to:

- Your use or misuse of the Services
- Your violation of these Terms
- Your violation of any applicable laws or regulations
- Customer Content or activities conducted through your Account
- Infringement of third-party intellectual property rights
- Any disputes between you and your end users or customers

Myna-AI reserves the right to assume exclusive defense and control of any matter subject to indemnification, and you agree to cooperate with Myna-AI's defense of such claims.

17. Termination & Suspension

17.1 Termination by Customer

You may terminate your Account at any time by contacting Myna-AI support or through your Account dashboard. Termination does not relieve you of the obligation to pay for Usage incurred prior to termination.

17.2 Termination by Myna-AI

Myna-AI may suspend or terminate your Account immediately and without notice if:

- You violate these Terms
- Your payment method fails or your Account becomes delinquent
- You engage in fraudulent, abusive, or illegal activities
- Continued provision of Services poses a security or legal risk
- Required by law or regulatory authority

17.3 Effect of Termination

Upon termination:

- Your access to the Services will be disabled
- You remain responsible for all outstanding Usage charges
- Myna-AI may delete Customer Content after a reasonable retention period
- Sections of these Terms that by their nature should survive (including payment obligations, limitations of liability, indemnification, and confidentiality) will continue to apply

17.4 No Refunds on Termination

Termination does not entitle you to refunds for Usage already consumed or for prepaid balances used to consume Services, except as expressly provided in the Refund Policy.

18. Modifications to Service or Terms

18.1 Service Changes

Myna-AI reserves the right to modify, update, or discontinue features of the Services at any time. We will make reasonable efforts to notify customers of material changes that negatively impact core functionality.

18.2 Terms Updates

Myna-AI may update these Terms periodically. We will notify you of material changes by email or through the Platform. Your continued use of the Services after such notification constitutes acceptance of the updated Terms.

18.3 Disagreement with Changes

If you do not agree to updated Terms, you must discontinue use of the Services. Continued use after the effective date of changes constitutes binding acceptance.

19. Governing Law & Dispute Resolution

19.1 Governing Law

These Terms shall be governed by and construed in accordance with international commercial practices and principles of contract law, without regard to conflicts of law provisions. Where specific jurisdiction is required for enforcement, the parties agree to select a mutually agreeable forum.

19.2 Dispute Resolution

In the event of any dispute arising from or relating to these Terms or the Services, the parties agree to first attempt to resolve the dispute through good-faith negotiation.

19.3 Arbitration

If negotiation does not resolve the dispute within thirty (30) days, either party may initiate binding arbitration administered by a mutually agreed international arbitration body. The arbitration shall be conducted in English, and the decision of the arbitrator(s) shall be final and binding.

19.4 Exceptions

Either party may seek injunctive or equitable relief in a court of competent jurisdiction to protect intellectual property rights or prevent unauthorized use of the Services.

20. Contact Information

For questions, support, or notices regarding these Terms or the Services, please contact:

Myna-AI

Website: <https://www.myna-ai.com>

Email: info@myna-ai.com

All formal legal notices must be sent in writing to the address or email specified above. Notices are considered delivered when received by Myna-AI.

By using the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms & Conditions.