



Troika Tech Services Private Limited

702,B-44, CHINTAMANI SHANTI NAGAR CHS LTD, SECTOR-1,
MIRA ROAD EAST, Mumbai, Maharashtra, 401107 e-Mail id: info@troikatech.net

TROIKA TECH SERVICES — TERMS AND CONDITIONS FOR AI AGENT SERVICES

Effective Date: The date on which the Customer commences use of the Product or accepts these Terms.

This Terms and Conditions Agreement (“Agreement”) governs the use of Troika Tech Services Private Limited, Troika Management Services Pvt Limited and Troika Plus Private Limited AI Agent systems, software, APIs, AI Calling Numbers, and associated services (“Product”). By accessing or using the Product, the Customer acknowledges that they have read, understood, and agreed to be bound by this Agreement. If the Product is used on behalf of an organization, the person accepting represents and warrants that they are authorized to bind such organization.

1. DEFINITIONS

For purposes of this Agreement:

- “**Troika Tech**” refers to Troika Tech Services Private Limited, Troika Management Services Pvt Ltd’ and Troika Plus Private Limited and its affiliated entities.
 - “**Customer**” refers to the individual or organization subscribing to the Product.
 - “**Authorized User**” means any individual expressly permitted by the Customer to use the Product.
 - “**AI Calling Numbers**” means communication numbers allocated by Troika Tech for use of the Product.
 - “**Customer Data**” means data supplied by the Customer or Authorized User in connection with the Product.
 - “**Troika Tech Data**” means system-generated data including call logs, metadata, workflows, audio uploads, and analytics.
 - “**Documentation**” refers to any manuals, guidelines, or instructions provided by Troika Tech regarding use of the Product.
 - “**Applicable Law**” includes all Indian laws, rules, regulations (including telecom and data protection laws), and any jurisdictional laws applicable to international customers.
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2. GRANT OF RIGHTS

2.1 Troika Tech grants the Customer a **limited, revocable, non-exclusive, non-transferable right** to use the Product strictly in accordance with this Agreement.

2.2 No rights or interests in the AI Calling Numbers or underlying telecom resources are transferred to the Customer except for temporary usage rights necessary to operate the Product.

2.3 This right immediately terminates upon the termination of this Agreement or violation of any of its terms.



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3. RESTRICTIONS ON USE

The Customer agrees and acknowledges that:

3.1 No Resale:

Domestic Customers may not resell the Product. International Customers may only resell with prior written approval and execution of a separate Reseller Agreement.

3.2 Emergency Services:

The Product **must not** be used to contact emergency services. Troika Tech assumes **no responsibility** for such attempts.

3.3 API Limits:

API throttling limits apply as communicated in the Customer dashboard. Troika Tech may modify such limits based on system requirements.

3.4 Compliance:

The Customer is solely responsible for ensuring compliance with Applicable Law in every jurisdiction where they operate.

3.5 System Modifications:

Troika Tech may, at its discretion, update, modify, or enhance the Product, APIs, or platform functionalities, without liability arising from such modifications.

3.6 User Limits:

Authorized User limits apply as per the subscribed plan.

3.7 Post-Termination:

Upon termination, all allocated AI Calling Numbers revert to Troika Tech immediately.

4. CHARGES AND INVOICING

4.1 Prepaid Model:

The Product is offered strictly on a **prepaid** basis. No late-payment obligations or interest provisions apply.

4.2 Revision of Charges:

Troika Tech may revise pricing with 30 days' notice, or 15 days' notice where input costs increase.

4.3 Disputed Invoices:

The Customer must raise disputes within 3 business days; otherwise, the invoice is deemed accepted.



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5. TROIKA TECH'S WARRANTIES

Troika Tech represents that it is legally established, competent to enter this Agreement, and authorized to provide the Product. **No additional warranties** are provided beyond those explicitly stated herein.

6. CUSTOMER WARRANTIES AND OBLIGATIONS

The Customer warrants that:

- 6.1 They and their Authorized Users will comply with all Applicable Law including data protection, telecom, consumer communication, and AI usage regulations.
 - 6.2 They will not reverse engineer, copy, extract, replicate, or develop competing AI or communication systems using the Product, Documentation, or any part of Troika Tech's Proprietary Technology.
 - 6.3 They will not upload or transmit content that is illegal, harmful, infringing, abusive, defamatory, obscene, deceptive, or violates another's rights.
 - 6.4 They will maintain lawful records of **end-user consent** for all call recordings, AI interactions, and data usage, and provide such records to Troika Tech upon request.
 - 6.5 They acknowledge that Troika Tech **does not guarantee accuracy** of AI outputs, predictions, responses, or classifications, and they assume full responsibility for validating AI results.
 - 6.6 They understand the Product is **not a substitute for human judgment**. All automated decisions based on AI output remain the Customer's responsibility.
 - 6.7 Domestic Customers shall not transmit **unsolicited commercial communication** unless permitted under TRAI regulations.
 - 6.8 The Customer will not involve the Product in any activity related to fraud, impersonation, financial crime, payment deception, telecom misuse, or identity manipulation.
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7. KNOW YOUR CUSTOMER (KYC) COMPLIANCE

The Customer must provide all documents required under telecom and regulatory rules, including incorporation certificates, GST documents, address proofs, and ownership information.



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8. DATA MANAGEMENT AND RETENTION

8.1 Customer Data and Troika Tech Data for the previous one month may be downloaded by the Customer. Older data may be made available subject to feasibility.

8.2 Troika Tech will handle Customer Data as Confidential Information and in accordance with its Privacy Policy.

8.3 Upon termination, Customer Data will be deleted unless required to be retained under law.

8.4 The Customer is responsible for compliance with the Indian Digital Personal Data Protection Act 2023 ("DPDP Act"), GDPR, CCPA, or any other applicable data laws.

9. CUSTOMER SUPPORT

Support will be provided during standard business hours as defined by Troika Tech's Support Services Policy.

10. SECURITY AND UNAUTHORIZED ACCESS

The Customer is responsible for securing its API keys, login credentials, and access controls. Any unauthorized access arising from Customer negligence shall be fully indemnifiable.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 Troika Tech retains all Intellectual Property Rights in the Product, including AI models, system architectures, data pipelines, APIs, workflows, model weights, content generation logic, enhancements, and derivative works.

11.2 The Customer assigns to Troika Tech all rights to any suggestions, improvements, or customizations developed during or as part of service usage, whether jointly or independently created.

11.3 The Customer has **no rights** to access source code, model weights, backend logic, internal configurations, or software components.

12. AI-SPECIFIC DISCLAIMERS

12.1 Troika Tech does **not** warrant the correctness, legality, reliability, accuracy, or appropriateness of AI-generated outputs.

12.2 The Customer agrees that AI Agents may generate **incorrect, incomplete, misleading, unpredictable, or hallucinated responses**.

12.3 Troika Tech will not be liable for any decisions, losses, damages, or regulatory actions resulting from Customer reliance on such outputs.



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13. INDEMNIFICATION

The Customer shall fully indemnify and hold Troika Tech harmless from all claims, penalties, regulatory fines, losses, damages, and expenses arising from:

- Misuse of the Product
 - Violation of telecom, data protection, AI, or consumer communication laws
 - AI-generated content or decisions
 - Failure to obtain valid consent
 - Fraudulent or unlawful activities using the Product
 - Third-party claims related to Customer communications
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14. LIABILITY LIMITATION

To the fullest extent permitted by law:

14.1 Troika Tech is **not liable** for indirect, incidental, consequential, exemplary, punitive, or special damages including loss of profits, goodwill, business interruption, or data loss.

15. TERM AND TERMINATION

15.1 This Agreement remains in force until terminated.

15.2 Troika Tech may terminate immediately upon breach, regulatory instruction, non-compliance, or misuse.

15.3 Troika Tech may terminate without cause with 30 days' notice.

15.4 Upon termination, access to the Product ceases and AI Calling Numbers are reassigned.

16. CONFIDENTIALITY

Each Party agrees to maintain confidentiality of all exchanged information and limit disclosure solely to those with a legitimate need-to-know.

17. THIRD-PARTY INTEGRATIONS

The Customer accesses third-party tools or plugins at their own risk. Troika Tech assumes no responsibility for third-party conduct, content, or failures.



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18. GOVERNING LAW AND JURISDICTION

This Agreement is governed solely by the laws of India. Courts in **Mumbai, Maharashtra** shall have exclusive jurisdiction.

19. AMENDMENTS

Troika Tech may amend this Agreement with 30 days' notice. Continued use of the Product constitutes acceptance of the updated Terms.

20. FORCE MAJEURE

Neither Party is liable for failures caused by events beyond reasonable control, except for Customer payment obligations.

21. NATURE OF RELATIONSHIP

The Parties are independent contractors. No partnership, joint venture, employment, or agency relationship is created.