

ConvX Terms of Service

Effective Date: July 2025

Last Updated: July 2025

1. Acceptance of Terms

By accessing or using ConvX ("the Service"), you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, you may not access or use the Service.

ConvX is provided by Media Zoo Ltd, a company registered in England and Wales (Company Number: 04655948 with registered office at 8 The Boulevard, London, SW6 2UB ("Media Zoo," "we," "us," or "our")).

2. Description of Service

ConvX is an AI-powered conversational tool that provides voice (and video) AI capabilities, user management, transcription services, and coaching features. The Service utilises advanced artificial intelligence technologies to process and respond to user interactions.

3. Data Processing and Residency

3.1 Standard Configuration

Component-Specific Data Residency:

- **User Authentication (Sendgrid):** Email authentication codes only, no data storage
- **User Management:** Mediazoo AWS London servers (UK data residency)
- **Learner Dashboard:** Mediazoo AWS London servers (UK data residency)
- **Brief & Objectives:** Mediazoo AWS London servers (UK data residency)
- **Voice AI Conversations:** ElevenLabs EU (Belgium) with transient storage maximum 1 hour
- **Call Audio Storage:** ElevenLabs EU (Belgium) with transient storage maximum 1 hour
- **Transcript Processing:** Mediazoo AWS London servers (UK data residency)
- **Coaching & Assessment:** Mediazoo AWS London servers (UK data residency)

3.2 Enterprise Configuration

Full Client Control Options:

- **User Management:** Client AWS servers with complete user administration
- **Learner Dashboard:** Client AWS servers with progress tracking and analytics
- **Brief & Objectives:** Client AWS servers for session preparation and goal setting
- **Voice AI:** Any LLM-compatible solution with flexible conversational AI
- **Call Audio Storage:** Client AWS hosting with secure audio processing
- **Transcript Processing:** OpenAI or client LLM integration
- **Coaching & Assessment:** Client LLM integration for AI-powered feedback
- **Authentication:** SSO integration available for enterprise environments

3.3 Data Sovereignty Commitment

We are committed to providing where possible flexible data residency options to meet varying organisational policies and regulatory requirements. The specific data processing locations and methods will be clearly documented in your service level agreement.

4. Data Collection and Use

4.1 Types of Data Collected

- Voice recordings and audio data (processed with zero retention where specified)
- User interaction transcripts
- Account and authentication information

- Usage analytics and performance metrics
- Coaching and feedback data

4.2 Purpose of Data Processing

- Provide and improve the AI conversational services
- Generate transcripts and coaching insights
- Maintain user accounts and authentication
- Analyse service performance and user experience
- Comply with legal and regulatory requirements

4.3 Data Retention

Component-Specific Retention Policies:

- **Authentication Data:** No data storage - email codes only with no retention
 - **Voice AI Processing:** Transient storage with maximum 1-hour retention in Belgium
 - **Call Audio Storage:** Transient storage with maximum 1-hour retention, no permanent storage
 - **User Management Data:** Retained on UK servers as per service agreement terms
 - **Dashboard and Analytics:** Retained on UK servers for progress tracking purposes
 - **Transcripts and Coaching Data:** Retained on UK servers as per service agreement terms
 - **Enterprise Clients:** Custom retention policies as specified in individual agreements
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5. AI Security and Safety Measures

5.1 Technical Safeguards

- **Industry-standard encryption:** HTTPS for data transit, Bcrypt for sensitive data storage
- **ISO27001** certification
- **Cyber Essentials** certification
- **GDPR compliance** with ICO registration
- **EU AI Act** compliance
- Regular security audits and vulnerability assessments
- Secure API connections with authentication protocols

5.2 Authentication and Access Security

- **Secure authentication** via email access codes with no data retention
- **Optional SSO integration** for enterprise clients
- **Robust role-based permissions** (admin/user) with strict API access controls
- **Multi-factor authentication** options where applicable

5.3 AI Model Security and Risk Management

- **Comprehensive risk assessment** for all AI projects and implementations
- Secure integration with AI providers (OpenAI, ElevenLabs, client-hosted models)
- Regular model performance monitoring and safety checks
- Implementation of content filtering and safety measures
- Adherence to AI provider security standards and guidelines
- Adherence to EU AI Act

5.4 Deployment Security

- **Flexible deployment options** with highest security in MZ-hosted environments
 - Option for complete client-controlled infrastructure deployment
 - Secure cloud hosting with AWS infrastructure standards
 - Regular security updates and vulnerability remediation
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6. User Responsibilities

6.1 Account Security

- Maintain confidentiality of account credentials
- Notify Media Zoo Ltd immediately of any unauthorised access
- Use strong authentication methods when available
- Regularly review account activity and permissions

6.2 Acceptable Use

- Use the Service in compliance with applicable UK laws and regulations
- Respect intellectual property rights and privacy of others
- Avoid attempting to reverse engineer or compromise the Service
- Report any security vulnerabilities or suspicious activity

6.3 Data Accuracy

- Ensure accuracy of information provided to the Service
- Update account information as necessary
- Comply with your organisation's data governance policies

7. Privacy and Data Protection

7.1 Privacy Commitment

We are committed to protecting your privacy and complying with applicable data protection regulations, including GDPR, UK GDPR, and other relevant privacy laws.

7.2 Data Subject Rights

You have the right to:

- Access your personal data
- Correct inaccurate information
- Request deletion of your data
- Object to processing
- Data portability
- Withdraw consent where applicable

7.3 International Data Transfers

Where data is transferred internationally, we ensure appropriate safeguards are in place, including:

- Adequacy decisions
- Standard contractual clauses
- Certification schemes
- Binding corporate rules

8. Service Availability and Performance

8.1 Service Levels

Media Zoo Ltd strives to maintain reasonable availability and performance standards for the Service. However, we do not guarantee uninterrupted or error-free service. Specific service level agreements may be detailed in individual enterprise service contracts.

8.2 Maintenance and Updates

Media Zoo Ltd reserves the right to:

- Perform regular system maintenance and updates with reasonable notice where possible

- Implement security patches and vulnerability remediation as needed
- Modify or discontinue features with reasonable notice
- Upgrade AI models and capabilities at our discretion

8.3 Service Interruptions

Media Zoo Ltd shall not be liable for service interruptions caused by:

- Scheduled maintenance
 - Third-party service failures
 - Force majeure events
 - User's internet connectivity issues
 - Circumstances beyond our reasonable control
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9. Intellectual Property

9.1 Service Ownership

Media Zoo Ltd retains all rights, title, and interest in the Service, including all intellectual property rights, software, algorithms, and proprietary technologies.

9.2 User Content

You retain ownership of your content and data. By using the Service, you grant Media Zoo Ltd a limited, non-exclusive, revocable license to process your content solely for the purpose of providing the Service.

9.3 AI-Generated Content

Content generated by the AI models remains subject to the terms of the underlying AI providers and applicable intellectual property laws. Media Zoo Ltd makes no warranties regarding the intellectual property status of AI-generated content.

10. Limitation of Liability (UK Law Compliance)

10.1 Liability Limitations

Nothing in these Terms excludes or limits Media Zoo Ltd's liability for:

- Death or personal injury caused by our negligence

- Fraud or fraudulent misrepresentation
- Breach of terms implied by Section 2 of the Supply of Goods and Services Act 1982
- Any other liability that cannot be excluded or limited under UK law

10.2 Limited Liability

Subject to Section 10.1, Media Zoo Ltd's total liability to you for all claims arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed:

- For consumer users: £500 or the amount paid by you for the Service in the 12 months preceding the claim, whichever is lower
- For business users: £2,500 or the amount paid by you for the Service in the 12 months preceding the claim, whichever is lower

10.3 Excluded Damages

Subject to Section 10.1, Media Zoo Ltd shall not be liable for:

- Loss of profits, revenue, or business
- Loss of anticipated savings
- Loss of business opportunity
- Loss of goodwill or reputation
- Loss of, damage to, or corruption of data
- Any indirect, special, incidental, or consequential loss or damage
- Any losses arising from third-party AI services (ElevenLabs, OpenAI, etc.)
- Any losses arising from interruption or suspension of the Service
- Any losses arising from AI-generated content or recommendations

10.4 Consumer Rights

If you are a consumer (not using the Service for business purposes):

- These Terms do not affect your statutory rights as a consumer under the Consumer Rights Act 2015
- You may have additional rights under consumer protection legislation
- For consumer disputes, you may access the Online Dispute Resolution platform

10.5 Third-Party Services

Media Zoo Ltd accepts no liability for the performance, availability, or content of third-party services integrated with ConvX, including but not limited to:

- ElevenLabs voice AI services
- OpenAI language models

- Sendgrid authentication services
- AWS hosting services

10.6 Force Majeure

Media Zoo Ltd shall not be liable for any failure or delay in performance due to circumstances beyond our reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labour disputes, government actions, or failures of third-party services.

11. Indemnification (UK Law Compliance)

For Business Users: You agree to indemnify and hold Media Zoo Ltd, its directors, officers, employees, and agents harmless from any claims, damages, losses, liabilities, costs, or expenses (including reasonable legal fees) arising from:

- Your use of the Service
- Your violation of these Terms
- Your violation of any rights of another party
- Your breach of any applicable laws or regulations
- Any content you provide to the Service

This indemnification excludes claims arising from Media Zoo Ltd's negligence or breach of these Terms.

For Consumer Users: This indemnification clause does not apply to consumer users as defined under UK consumer protection law.

12. Termination and Cancellation Rights

12.1 Consumer Cancellation Rights

For Consumer Users: Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel your contract within 14 days of entering into it without giving any reason. To exercise this right, you must inform us of your decision to cancel using the contact details provided in Section 16.

12.2 Termination by User

- **Consumers:** May terminate with 14 days' notice or immediately during the cancellation period

- **Business Users:** May terminate in accordance with the specific terms of their service agreement

12.3 Termination by Media Zoo Ltd

We may terminate or suspend your access to the Service:

- For material breach of these Terms (with 30 days' notice to remedy where possible)
- For non-payment (with reasonable notice)
- For illegal use of the Service (immediate termination)
- For breach of acceptable use policies (with notice where appropriate)
- For other reasonable business reasons (with 30 days' notice)
- If required by law or regulatory authorities

12.4 Effect of Termination

Upon termination:

- Your right to use the Service will cease immediately
- Media Zoo Ltd will handle your data according to our data retention policies and applicable law
- Any fees paid in advance may be refunded on a pro-rata basis (subject to cancellation rights and breach circumstances)
- You remain liable for any outstanding fees or charges
- Sections relating to intellectual property, limitation of liability, indemnification, and governing law will survive termination

13. Compliance and Regulatory Matters

13.1 EU AI Act Compliance

ConvX is designed to comply with the EU Artificial Intelligence Act (AI Act) requirements:

- **Risk Assessment:** We conduct regular risk assessments of our AI systems and implement appropriate risk management measures
- **Transparency Obligations:** We provide clear information about AI system capabilities, limitations, and appropriate use
- **Human Oversight:** AI systems are designed with appropriate human oversight mechanisms
- **Bias Monitoring:** We implement measures to detect, prevent, and mitigate bias in AI systems
- **Documentation:** We maintain comprehensive documentation of AI systems as required by the AI Act

13.2 General Regulatory Compliance

The Service is designed to accommodate various regulatory requirements. Enterprise clients may implement additional compliance measures as needed.

13.3 Audit Rights

Enterprise clients may have audit rights as specified in their individual service agreements, including AI Act compliance audits.

13.4 Regulatory Changes

We will make reasonable efforts to adapt the Service to comply with changing regulatory requirements, including updates to EU AI Act implementation and guidance.

14. Changes to Terms (UK Law Compliance)

14.1 Notification of Changes

We reserve the right to modify these Terms at any time. We will provide notice of material changes:

- **Business Users:** At least 30 days' notice via email or through the Service
- **Consumer Users:** Reasonable notice via email or prominent notice in the Service

14.2 Acceptance of Changes

- **Business Users:** Continued use of the Service after the notice period constitutes acceptance
- **Consumer Users:** You have the right to terminate the contract without penalty if you do not accept the changes

14.3 Significant Changes

For significant changes that substantially affect your rights or obligations, we will:

- Provide clear explanation of the changes
- Offer reasonable notice period (minimum 30 days)
- Provide options for users who do not accept the changes

15. Governing Law and Jurisdiction

15.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of England and Wales.

15.2 Jurisdiction

For Business Users: Any disputes arising under these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

For Consumer Users:

- You may bring legal proceedings in the courts of England and Wales or the courts of the country where you live
- We may only bring legal proceedings against you in the courts of the country where you live
- Nothing in these Terms affects your rights to use alternative dispute resolution services

15.3 Alternative Dispute Resolution

- Business users may access commercial mediation services
- Consumer users may access the Online Dispute Resolution platform at <http://ec.europa.eu/odr>
- We are not obligated to participate in alternative dispute resolution but may do so voluntarily

16. Contact Information

For questions about these Terms or the Service, please contact us at:

ConvX Support

Email: convx@mediazoo.tv

Address: 8, The Boulevard, London, SW6 2UB

Phone: +44 (0) 207 384 6980

17. Additional Terms

17.1 Enterprise Agreements

Enterprise clients may have additional terms and conditions specified in their individual service agreements, which shall take precedence over these general Terms where applicable.

17.2 API Usage

If you access the Service through our API, additional API terms and conditions may apply.

17.3 Third-Party Services

The Service may integrate with third-party services (such as ElevenLabs, OpenAI, Sendgrid). Use of such services may be subject to their respective terms and conditions.

18. AI Product Disclaimer and EU AI Act Compliance

18.1 AI System Classification and Transparency (EU AI Act Compliance)

AI System Disclosure: ConvX incorporates AI systems that process voice interactions, generate transcripts, and provide automated coaching feedback. In compliance with the EU AI Act:

1. **Clear AI Identification:** You are hereby notified that you are interacting with AI systems when using voice AI features, receiving automated transcripts, or accessing AI-generated coaching content.
2. **Risk Classification:** ConvX AI systems are classified as limited-risk AI systems under the EU AI Act, requiring transparency obligations and user notification.
3. **Human Oversight:** All AI-generated outputs are designed to be subject to meaningful human review and oversight. Users maintain control over final decisions and actions.
4. **Transparency Information:** Detailed information about our AI systems, their capabilities, limitations, and appropriate use is available in our AI System Documentation (available upon request).

18.2 Experimental Nature and Risk Management

ConvX incorporates artificial intelligence technologies including voice AI, conversation processing, and automated coaching features. You acknowledge and agree that:

1. **Experimental Technology:** The AI components of the Service are experimental in nature and we make no guarantee as to their efficacy, accuracy, or long-term provision. Usage of AI features is at your own risk.
2. **Service Availability:** We reserve the right to modify, suspend, or discontinue any AI features at any time at our sole discretion, with reasonable notice where possible.
3. **No Substitute for Professional Judgment:** The Service is designed to supplement, not replace, professional coaching, training, or business judgment.

18.2 AI-Generated Content and Accuracy

1. **Content Responsibility:** You may provide input to the Service ("Input") through voice interactions, text, or other means, and receive AI-generated output including transcripts, coaching feedback, and assessments ("Output"). Input and Output are collectively "Content." You are solely responsible for Content, including ensuring it does not violate any applicable law or these Terms.
2. **Accuracy Limitations:** AI-generated Output may not always be accurate, complete, or appropriate for your specific use case. You should not rely on Output as a sole source of truth, factual information, or as a substitute for professional advice.
3. **Human Review Required:** You should evaluate all AI-generated Output for accuracy and appropriateness before making decisions based on such content, including using human review as appropriate.
4. **Potential Inaccuracies:** The Service may provide incomplete, incorrect, biased, or inappropriate Output. Such Output does not represent ConvX's views, and we do not endorse any specific recommendations, strategies, or approaches suggested by the AI.

18.3 Content Ownership and Usage Rights

1. **Input Ownership:** You retain ownership rights in all Input you provide to the Service.
2. **Output Ownership:** You own the Output generated by the Service based on your Input, subject to the underlying AI models' terms and applicable intellectual property laws.
3. **Service Improvement:** By using the Service, you agree that we may collect, use, and store your Content and usage data for:
 - Creation, provision, and improvement of this Service
 - Development of other AI services and products
 - Compliance with applicable law and enforcement of our terms
 - Maintaining Service safety and security

18.4 Bias Mitigation and Fairness (EU AI Act Requirements)

1. **Bias Assessment:** We conduct regular assessments of our AI systems for potential bias and discrimination, particularly in coaching and assessment features.
2. **Fairness Measures:** We implement technical and organisational measures to minimise bias based on protected characteristics including gender, race, ethnicity, age, disability, and other protected attributes.
3. **Inclusive Design:** Our AI systems are designed to be inclusive and accessible, with consideration for diverse user populations and use cases.
4. **Monitoring and Correction:** We maintain ongoing monitoring systems to detect and correct biased outputs, with regular model updates and refinements.

18.5 Data Quality and Training Standards

1. **Training Data Quality:** Our AI systems are trained on high-quality, representative datasets that are regularly reviewed and updated to ensure accuracy and relevance.
2. **Data Governance:** We maintain robust data governance practices for AI training data, including data quality checks, source verification, and bias detection.
3. **Continuous Improvement:** AI models are regularly updated and improved based on performance monitoring and user feedback.

18.6 AI-Specific Limitations and Risks

1. **Conversational AI Limitations:** Voice AI interactions may misinterpret speech, context, or intent. Always verify important information and decisions.
2. **Coaching and Assessment:** AI-generated coaching feedback and assessments are based on algorithmic analysis and may not capture nuanced human factors or individual circumstances.
3. **Bias and Fairness:** AI systems may exhibit biases present in training data. We implement measures to minimise bias but cannot guarantee completely unbiased Output.
4. **Third-Party AI Services:** The Service utilises third-party AI providers (including ElevenLabs, OpenAI, and others). We are not responsible for the performance, accuracy, or availability of these third-party services.

18.7 User Rights and AI Transparency (EU AI Act)

1. **Right to Explanation:** Users have the right to receive clear information about how AI-generated outputs are produced, including the logic and significance of AI processing.
2. **Right to Human Review:** Users have the right to request human review of AI-generated decisions that significantly affect them, particularly in coaching assessments.
3. **Right to Challenge:** Users may challenge AI-generated outputs and request corrections or alternative processing methods.
4. **Transparency Reports:** We provide regular transparency reports on AI system performance, bias testing, and improvement measures.

18.8 User Responsibilities for AI Features

1. **Appropriate Use:** Use AI features only for their intended purposes and in accordance with your organisation's policies and applicable laws.
2. **Verification:** Verify important information and decisions with appropriate human oversight and additional sources.
3. **Monitoring:** Monitor AI-generated content for accuracy, appropriateness, and compliance with your requirements.
4. **EU AI Act Compliance:** Report any AI system malfunctions, biased outputs, or incidents that may indicate non-compliance with EU AI Act requirements.
5. **Prohibited Uses:** Do not use AI features for any purposes prohibited under the EU AI Act, including but not limited to:
 - Social scoring or surveillance purposes
 - Manipulation or deception of individuals
 - Exploiting vulnerabilities of specific groups
 - Any use that violates fundamental rights

18.9 Incident Reporting and AI Governance

1. **Incident Reporting:** We maintain systems for reporting and addressing AI-related incidents, including bias detection, system failures, and accuracy issues.
2. **Regulatory Compliance:** We comply with all applicable EU AI Act reporting requirements, including incident reporting to relevant authorities where required.
3. **Documentation:** We maintain comprehensive documentation of AI system design, training, testing, and deployment in compliance with EU AI Act requirements.
4. **Third-Party AI Compliance:** We ensure that third-party AI providers (ElevenLabs, OpenAI, etc.) meet applicable EU AI Act requirements and maintain appropriate compliance documentation.

18.10 AI Disclaimer of Warranties and EU AI Act Compliance

THE AI COMPONENTS OF THE SERVICE ARE PROVIDED "AS IS" SUBJECT TO STATUTORY RIGHTS. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS MAKE NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO AI FEATURES OR AI-GENERATED OUTPUT BEYOND THOSE REQUIRED BY LAW.

FOR CONSUMER USERS: Nothing in this disclaimer excludes or limits your statutory rights under the Consumer Rights Act 2015, including rights relating to satisfactory quality, fitness for purpose, and conformity with description.

FOR BUSINESS USERS: We disclaim warranties of merchantability, fitness for a particular purpose, and non-infringement to the extent permitted by law.

YOU ACCEPT AND AGREE THAT ANY USE OF AI-GENERATED OUTPUT FROM OUR SERVICE IS AT YOUR OWN RISK AND YOU WILL NOT RELY ON SUCH OUTPUT AS A SOLE SOURCE OF TRUTH, FACTUAL INFORMATION, OR AS A SUBSTITUTE FOR PROFESSIONAL ADVICE OR HUMAN JUDGMENT.

By using ConvX, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service and accept the limitations of liability of Media Zoo Ltd as set forth herein.
