Terms of Service

Version 1.0 · 2 October 2026 · also at app.diallluxai.co.uk/terms

These terms apply to the Diallux AI receptionist service. Together with your signed Order Form (which sets out your plan, price and start date) and the data protection Schedule at the end, they form the agreement between **DIALLUX AI LTD** ("Diallux", "we", "us"), a company registered in England and Wales with company number 17347435 and registered office Unit 82A, James Carter Road, Bury St. Edmunds, IP28 7DE, and the business named on the Order Form ("you"). If they conflict, the Order Form comes first, then the Schedule, then these terms.

1. What we provide

1.1 We provide an AI receptionist that answers calls to the phone number on your Order Form, speaks with your callers, books jobs into your calendar, takes messages, and sends you call summaries by text or email (the "Service").

1.2 You get a login to the Diallux dashboard and phone app, where you can see your calls, transcripts, bookings, requests and plan usage.

1.3 We set the receptionist up for your business: its greeting, the work you do, your service area, your prices and your calendar. We do this from the information you give us.

1.4 Every plan includes the same receptionist and the same features. Plans differ in the number of call minutes, and Premium in the extra items written on your Order Form.

2. Call minutes

2.1 Your plan includes the number of call minutes shown on your Order Form for each 30-day period. Periods run back to back from your start date, whatever day your payment is taken. Unused minutes do not carry over.

2.2 Call time is counted to the second for every call the receptionist answers, and added up across the period.

2.3 If your minutes run out before a period ends, new calls are forwarded straight to the mobile number on your Order Form until the next period begins, so that callers still reach you. The receptionist does not answer those calls.

2.4 You can ask to move to a higher plan at any time from your Account page. A change of plan takes effect when we confirm it in writing, and the new price applies from then.

3. What you need to do

3.1 Give us accurate information about your business, and tell us promptly when it changes (for example prices, areas covered or opening hours).

3.2 Keep the mobile number on your Order Form able to receive calls and texts.

3.3 Keep an active Calendly account (or another calendar we agree with you) that the receptionist can book into, and keep your availability in it up to date.

3.4 Check your dashboard or call summaries regularly, and act on bookings, messages and anything marked "check this call" or "needs attention".

3.5 Keep your login details private and tell us straight away if you think someone else has them.

3.6 Use the Service only for your own lawful business.

4. Important limits of an AI receptionist

4.1 The receptionist is an automated system. It can mishear, misunderstand or make mistakes, including with names, addresses, phone numbers, dates and times. We work to keep these rare, but we do not promise that every call will be handled or booked correctly.

4.2 You are responsible for checking the details of each booking before attending, and for following up calls the dashboard flags.

4.3 **The Service is not an emergency service.** It must not be relied on for gas escapes, carbon monoxide, fire, flooding that risks life, or any other emergency. If a caller reports a suspected gas leak or carbon monoxide, the receptionist is set up to tell them to call the National Gas Emergency Service on 0800 111 999 (or 999 where life is at risk), and to alert you. This is a safeguard, not a guarantee.

4.4 The receptionist gives callers information you have supplied. It does not give gas-safety, technical or legal advice, and you remain responsible for the work you carry out and any advice you give your customers.

4.5 The Service depends on third-party telephone, internet, calendar and AI providers. We are not responsible for faults in those services, but we will try to keep your calls reaching you, including by forwarding them to your mobile where we can.

5. Fees and payment

5.1 You pay the monthly fee for your plan in advance, starting on your start date, and the one-off setup fee before setup begins.

5.2 Payment is by card or bank payment through our payment provider. You authorise us to take each monthly fee when it falls due.

5.3 If a payment fails, we will tell you. If it is still unpaid 7 days later, we may pause the Service until it is paid. While paused, calls are forwarded to your mobile or callers hear that the line is unavailable.

5.4 The setup fee pays for the work of setting up your receptionist and is not refundable once setup has begun.

5.5 Monthly fees are not refunded for part-used periods or unused minutes, except where clause 11.4 or clause 11.6 applies.

5.6 We may change our prices by giving you at least 30 days' written notice. If you do not accept a change, you may end this agreement under clause 11 before it takes effect.

6. Call recording and telling callers

6.1 A written transcript and summary is kept for every call. Audio recording is optional and is switched on or off for your account at your request.

6.2 Where calls are recorded, callers must be told. The Service can say this in its greeting ("recording notice"). You agree to keep the recording notice switched on whenever recording is on, and you are responsible if you ask us to switch it off.

6.3 The Service can also tell callers they are speaking to an AI assistant ("AI notice"). The receptionist is set up to say it is an AI whenever a caller asks. Whether the AI notice is also in the greeting is your choice.

6.4 You are responsible for your own privacy notice to your customers, which should say that calls are answered by an AI service provider, transcribed and (where applicable) recorded.

7. Your data and ours

7.1 You own your call data: recordings, transcripts, bookings, messages and your customers' details. We use it only to provide and improve the Service for you, as set out in the Schedule.

7.2 We own the Diallux software, dashboard, prompts, methods and branding. Nothing in this agreement transfers those to you. You get a right to use them while this agreement is in force.

7.3 We may use information that does not identify you or your customers (for example total call counts and call lengths) to run and improve the Service.

7.4 We will not use your business name or logo in our marketing without your permission.

8. Confidentiality

Each of us will keep the other's confidential information private, use it only for this agreement, and share it only with staff and suppliers who need it and are bound to keep it confidential, or where the law requires.

9. Changes to the Service

We may update and improve the Service from time to time. We will not make a change that materially reduces what you get without giving you at least 30 days' notice, and you may end this agreement under clause 11 if you do not accept it.

10. Our responsibility to you

10.1 Nothing in this agreement limits liability for death or personal injury caused by negligence, for fraud, or for anything else that cannot legally be limited.

10.2 Subject to clause 10.1, we are not liable for loss of profit, loss of business, lost or missed bookings, loss of goodwill, or any indirect or consequential loss.

10.3 Subject to clause 10.1, our total liability to you in any 12-month period is limited to the fees you paid us in that period.

10.4 We provide the Service with reasonable care and skill. Other than that, and as far as the law allows, we give no other promises about it.

11. Ending this agreement

11.1 Either of us may end this agreement by giving the other at least 30 days' written notice (email is fine). Fees remain payable up to the end of the notice period.

11.2 Either of us may end it immediately by written notice if the other seriously breaches it and does not put that right within 14 days of being asked, or becomes insolvent.

11.3 We may suspend the Service immediately if it is being used unlawfully or in a way that puts callers, us or our suppliers at risk.

11.4 If we end this agreement other than for your breach, we will refund any fees you have paid for the time after it ends.

11.5 When it ends: the receptionist stops answering your number; you should arrange for the number to be redirected; and you may ask us for a copy of your call data within 30 days. After that we delete it as set out in the Schedule.

11.6 **First-month guarantee.** If you are not happy with the Service after your first 30-day period, you may end this agreement by telling us in writing within 7 days after that period ends. The agreement then ends straight away, with no notice period, and we will refund the percentage of your first monthly fee shown as the "first-month guarantee" on your Order Form (50% if none is written there). The setup fee is not included. This applies once, to your first period only, and only if your fees are paid up to date.

12. General

12.1 Neither of us is responsible for delay or failure caused by events outside our reasonable control.

12.2 You may not transfer this agreement to someone else without our written consent. We may transfer it to a business that takes over the Service.

12.3 This agreement is the whole agreement between us about the Service and replaces anything said or written before. Changes to your Order Form must be agreed in writing.

12.4 We may update these terms. The version named on your Order Form applies to you until we give you at least 30 days' written notice of a newer one; if you do not accept it, you may end this agreement under clause 11 before it takes effect. Earlier versions are available from us on request.

12.5 If part of this agreement is found to be unenforceable, the rest still applies.

12.6 Notices may be sent by email: to you at the address on your Order Form, and to us at akrit@dialluxai.co.uk.

12.7 This agreement is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

Schedule: Data protection

This Schedule applies because, in providing the Service, we handle personal data about your callers on your behalf. In it, "data protection law" means the UK GDPR and the Data Protection Act 2018.

S1. Roles

For your callers' personal data, you are the **controller** (you decide why and how it is used) and we are the **processor** (we handle it on your instructions). For your own account and billing details, we are a controller.

S2. What we process

Whose data	People who call your number, and anyone they mention (for example a tenant or family member).
What data	Name, phone number, address and postcode, details of the job or problem, appointment times, the words spoken on the call (transcript), a summary, and an audio recording where recording is switched on.
Why	To answer calls, book jobs, take messages, and show you what happened.

How long	For as long as this agreement runs, unless you delete it earlier or ask us to. After the agreement ends: kept for 30 days so you can ask for a copy, then deleted within a further 30 days.

S3. What we promise

- To process the data only on your written instructions (this agreement and your settings are your instructions), unless the law requires otherwise.
- To make sure our staff with access are bound to keep it confidential.
- To keep it secure with appropriate technical and organisational measures, including encrypted connections, password-protected access, and each client being able to see only their own data.
- To help you respond to requests from individuals (for example to see or delete their data) and with your other duties under data protection law.
- To tell you without undue delay, and in any case within 72 hours, if we become aware of a personal data breach affecting your data.
- To delete or return the data when the agreement ends, as in S2.
- To give you the information reasonably needed to show we are meeting these promises.

S4. Other companies we use (sub-processors)

You agree that we may use the following companies to provide the Service. We remain responsible for what they do with your data. We will tell you before adding or replacing one, and you may object on reasonable grounds.

Company	What they do for the Service
Twilio	Carries the phone calls, stores call recordings, sends text messages
OpenAI	The AI that listens and speaks on calls and writes summaries
Railway	Hosts the Diallux application and its database
Resend	Sends call-report emails
Calendly (your own account)	Receives the bookings the receptionist makes for you

Some of these companies process data outside the United Kingdom, including in the United States. Where they do, the transfer is covered by safeguards recognised under data protection law, such as the UK extension to the EU–US Data Privacy Framework or standard contractual clauses in that company's data processing terms.

S5. What you promise

- That you have a lawful basis for the calls being answered, transcribed and (where switched on) recorded, and that your own privacy notice tells your customers about it.
- That your instructions to us are lawful.