

Terms of Service

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1. Introduction

These Terms of Service (“Terms”) govern access to and use of the Dialogios platform and associated services (the “Services”).

These Terms apply to your use of the Dialogios platform, available at <https://www.dialogios.com>, which is owned and operated by DALAT SIA (“we,” “us,” or “DALAT”).

DALAT SIA is a company incorporated under the laws of Latvia with its registered office at Vitolu iela 3 - 3, Liepaja, LV-3401, Latvia, registration number 42103067146.

By registering an account, accessing, or using any part of the Services, you (“Client” or “you”) agree to be legally bound by these Terms. If you do not agree to these Terms, do not access or use the Services.

2. Services Provided

DALAT provides B2B clients with telecommunications services including but not limited to:

- SIP trunking
- Smart call routing
- Virtual phone numbers
- SMS campaigns via API or SMPP

Services may be accessed through our user portal at <https://account.dialogios.com>.

3. Eligibility

You represent and warrant that:

- You are a business entity or representative aged 18 years or older;
 - You have authority to bind your organization to these Terms;
 - You will use the Services for lawful business purposes only.
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4. Account Registration

To use the Services, you must create an account. You agree to provide accurate and complete information and to keep it updated. You are responsible for securing your credentials and for all activity under your account.

Email verification is required for account activation.

5. Fees and Payment

5.1 Payment Methods

We accept prepayments and postpaid billing via:

- Bank transfer
- Credit card (to be enabled via Stripe or similar provider)

5.2 Subscription and Usage-Based Billing

Some services (e.g., virtual numbers, alpha sender IDs, number pools) are billed on a recurring basis. Once the subscription period has started, fees are non-refundable.

5.3 Refunds

Refunds may be issued only if:

- A prepaid service was not consumed or activated;
- Unused account balance is requested for withdrawal, except where a Minimum Guaranteed Payment (MGP) applies under a separate agreement.

Refunds are not issued for:

- Active or partially used subscription periods;

- Services with contractual MGP obligations;
 - **Services already consumed** — including but not limited to completed call minutes or successfully **sent** SMS messages.
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6. Use of Services

You agree not to:

- Use the Services for illegal, abusive, or fraudulent activities;
- Send spam, phishing, or unlawful communications;
- Interfere with or disrupt the platform or related networks;
- Infringe on any third-party rights, including privacy and intellectual property.

DALAT reserves the right to suspend or terminate accounts involved in prohibited activities without notice or refund.

7. Data Privacy

We process personal and technical data in accordance with our Privacy Policy and applicable data protection laws, including the **EU General Data Protection Regulation (GDPR)**.

You agree that we may collect and process:

- Identification data (e.g., name, email);
- Billing information;
- Traffic and usage metadata;
- Technical logs for security and analytics.

You are responsible for obtaining any necessary consents from your end users if you process their data through our platform.

8. Intellectual Property

All rights in the platform, APIs, documentation, and trademarks remain the exclusive property of DALAT or its licensors. You are granted a non-exclusive, revocable license to use the Services solely for your internal business operations.

9. Service Availability and Support

We aim to provide reliable service but do not guarantee uninterrupted or error-free operation. Scheduled maintenance and emergency updates may occur. We provide reasonable email-based support.

No SLA is implied unless explicitly stated in a separate agreement.

10. Limitation of Liability

To the maximum extent permitted by law:

- DALAT shall not be liable for indirect, incidental, or consequential damages;
 - **Our total liability under these Terms is limited to the fees paid by you in the one (1) month preceding the claim.**
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11. Indemnity

You agree to indemnify and hold harmless DALAT and its affiliates from any claims, losses, or damages arising from your use of the Services, violation of these Terms, or infringement of third-party rights.

12. Changes to Terms

We may update these Terms at any time. Continued use after changes constitutes acceptance. We will notify clients of material updates via email or user portal.

13. Termination

Either party may terminate the agreement at any time with written notice. DALAT may suspend or terminate Services for violations of these Terms or legal obligations.

Upon termination, you remain liable for unpaid fees and DALAT may delete your data after 30 days.

14. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the Republic of Latvia. Any disputes shall be resolved by the competent courts of Latvia.

15. Contact Information

DALAT SIA

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