Visor.ai Terms of Service

Version 1.0 – 13 November 2026

About these terms

1. These Terms of Service ("Terms") govern the use of the Visor.ai platform and the services Visor.ai provides with it. Visor.ai means Visor.ai Portugal, S.A., NIPC 513 889 213, registered office at Rua João Saraiva, 38, 4th floor, 1700-106 Lisbon, Portugal or, where an Order Form names it as the contracting party, Visor.ai España, S.L.
2. The Services are offered only to businesses and public bodies acting in a professional capacity. They are not offered to consumers.
3. A Customer accepts these Terms by accepting in writing a Visor.ai proposal that refers to them, by signing an Order Form that refers to them, in each case identifying their version and date, or by accepting them on the platform. The person accepting on the Customer's behalf confirms they have authority to do so.
4. These Terms apply to Customers that contract with Visor.ai through an Order Form without a signed Contract. Where a Contract has been signed, it alone governs the relationship and these Terms do not apply, unless the Contract expressly incorporates them. If an Order Form says something different from these Terms on a matter, the Order Form prevails on that matter. The Data Processing Agreement prevails on anything concerning personal data. When a Contract is signed after an Order Form, events that occurred before its signature remain governed by these Terms.

Definitions

1. **Contract:** a services agreement signed by Visor.ai and the Customer, with its annexes and addenda.
2. **Order Form:** the Visor.ai order form signed by the Customer that sets out the Services, packages, volumes, add-ons, fees, initial term (including any pilot period) and any service levels. Until an Order Form is signed, the Visor.ai proposal accepted by the Customer in writing takes its place, but no personal data of end users is processed before the Order Form is signed.
3. **Services:** the Visor.ai platform and the AI Agents, implementation, support and professional services described in the Order Form.
4. **Users:** the Customer's employees and contractors whom the Customer authorises to access the platform.
5. **End Users:** the people who interact with the Customer's AI Agents, such as callers and chat users.
6. **Customer Data:** all data the Customer or its End Users provide to the Services, including recordings, transcripts and conversation content, and the outputs generated from it for the Customer.
7. **Data Processing Agreement:** the agreement under Article 28 of the GDPR between Visor.ai and the Customer, available at **visor.ai/legal**, in the version identified in the Order Form or, failing that, in the version in force when the Order Form is signed.
8. **Affiliate:** an entity that controls, is controlled by or is under common control with a party.
9. **Trust Center:** Visor.ai's security and compliance page at **visor.ai/trust**, which lists Visor.ai's certifications and current sub-processors.

The Services

1. Visor.ai grants the Customer a non-exclusive, non-transferable right, for the term of the Order Form, to let its Users and those of its Affiliates use the Services for the Customer's internal business purposes, within the volumes and scope ordered.

2. The detailed scope of each implementation is agreed in a written project document consistent with the Order Form. Anything outside that scope is handled as a change request, agreed in writing with its effort, price and timing.
3. The Services are provided from the cloud. The Customer receives access to the platform, not a copy of the software or its source code.
4. Visor.ai improves the platform continuously and may change its features, provided a change does not materially reduce the functionality the Customer has ordered. New products or add-ons may carry their own fees, which apply only if the Customer orders them.
5. Contracted volumes (minutes, conversations, transcribed minutes) apply per billing month and do not carry over to the next month, unless the Order Form says otherwise.

Customer responsibilities and acceptable use

1. The Customer keeps an up-to-date list of its Users, keeps their credentials confidential, and is responsible for what is done under its accounts. It tells Visor.ai promptly about any unauthorised access it becomes aware of.
2. The Customer provides the cooperation, information, system access and testing that the implementation needs, and tells Visor.ai promptly about changes to its own systems or procedures that affect the Services.
3. The Customer will not, and will not let anyone else:
    1. use the Services in breach of the law, including data protection, telecommunications, consumer protection and anti-spam law;
    2. use the Services for unsolicited marketing calls or messages, to impersonate a real person, or to mislead End Users about whether they are talking to an AI system;
    3. upload content that infringes someone else's rights or contains malicious code;
    4. try to gain unauthorised access to the Services, test their security without Visor.ai's written agreement, or interfere with their operation;
    5. copy, reverse engineer or decompile the Services, except where the law allows it and only to that extent;
    6. resell the Services or use them to build a competing product.
4. The Customer is responsible for having a lawful basis to process Customer Data through the Services and for giving End Users the information the law requires, including notice that calls are recorded or analysed where that applies.

AI features

1. The Services use large language models and speech models supplied by third parties. Their answers are generated at the time of each interaction and can be incomplete or wrong. Visor.ai configures, tests and monitors the AI Agents to reduce this, and the Customer remains responsible for the business decisions it takes on the basis of their outputs.
2. Visor.ai builds into the Services the means to tell End Users that they are interacting with an AI system, as Article 50(1) of Regulation (EU) 2024/1689 (the AI Act) requires, and to transfer to a human agent where that is technically possible and provided for in the Order Form. The Customer keeps these features switched on and uses them as intended. Where AI Agents are developed for the Customer and the Customer puts them into service under its own name or trade mark, the Customer may itself be a provider within the meaning of Article 3(3) of the AI Act; the parties then set out in the Order Form how the Article 50 obligations are allocated between them, and Visor.ai continues to supply the disclosure and handover features described above.
3. The models in use are identified in the Order Form. Visor.ai may replace or update a model for technical, security, legal or regulatory reasons, or because its supplier withdraws it. Visor.ai gives the Customer at least 60 days' notice of a replacement where the supplier's timing allows, names the replacement and its expected effect, and works to keep functionality equivalent.

4. Prices are fixed for the first 12 months of the Order Form. After that, if the direct cost of the third-party models or cloud services rises by 10% or more, or a model has to be replaced, Visor.ai may propose a revised price with at least 30 days' written notice and the reasons for it. The Customer may refuse the revision and terminate the affected Services by written notice within 15 days of receiving the proposal; the termination takes effect 60 days later, at the old price.
5. Customer Data that Visor.ai sends to its AI model suppliers through their APIs is not used to train or improve their models. The suppliers may retain it temporarily and to a limited extent, solely for security and abuse-prevention purposes and for the periods set in their own policies, and do not use it for any other purpose. Visor.ai does not use Customer Data to train general-purpose AI models.

Service levels and support

1. The Customer reports incidents to Visor.ai's service desk in writing, with enough detail to reproduce them, classified by severity: critical (the Services are unavailable because of a failure of the Visor.ai platform), high (most functions are inoperative) and low (non-critical functions are affected or a workaround exists).
2. Unless the Order Form sets other targets, Visor.ai aims to resolve critical incidents within 8 business hours, high incidents within 24 business hours and low incidents within 15 business days. Business hours are 9:00 to 18:00 Portuguese time, Monday to Friday, excluding Portuguese public holidays. The clock starts when Visor.ai has the information it needs to work on the incident.
3. Service credits, where agreed, are set out in the Order Form. Service levels do not apply to scheduled maintenance, to failures of systems or networks outside Visor.ai's control, or to changes made to the Services by the Customer or a third party without Visor.ai's agreement.

Fees, invoicing and payment

1. Fees are those in the Order Form. They may include a monthly platform fee, a monthly package fee for the contracted volumes, usage-based fees for volumes above the package and for on-demand features, and setup or implementation fees. All amounts are in euros and exclude VAT, which is added at the legal rate.
2. Unless the Order Form says otherwise: fixed fees are invoiced annually in advance; setup fees are invoiced when the proposal is accepted, and implementation starts once they are paid; the subscription starts on the kick-off date, with the first month charged pro rata; usage-based fees are invoiced monthly in arrears.
3. Invoices are payable within 30 days by bank transfer to the account shown on the invoice. If withholding tax applies in the Customer's country, the invoice is grossed up so that Visor.ai receives the full amount.
4. If an invoice is more than 15 days overdue, Visor.ai sends a written reminder giving 15 business days to pay. Overdue amounts bear interest at the statutory rate for commercial transactions. If payment is still outstanding 30 days after the reminder, Visor.ai may suspend the Services after giving written notice, and if it is outstanding for more than 60 days, Visor.ai may terminate for breach.
5. The Customer may dispute an invoice in good faith by telling Visor.ai in writing, with reasons, before its due date. The undisputed part remains payable on time.
6. Package changes and new add-ons are agreed in writing and take effect from the next billing cycle. Contracted volumes and add-ons cannot be reduced during the current contract period, without prejudice to the Customer's rights under "Term, renewal and termination" and "Switching and data export".

Customer Data and data protection

1. The Customer owns Customer Data. Visor.ai uses it only to provide, secure and support the Services for the Customer, as the Data Processing Agreement sets out, and as the law requires.

2. For personal data in Customer Data, the Customer is the controller and Visor.ai is the processor. The Data Processing Agreement, based on the European Commission's standard contractual clauses (Implementing Decision (EU) 2021/915), forms part of these Terms. For data about Users, website visitors and contacts, Visor.ai acts as controller under its Privacy Policy.
3. Customer Data is hosted and processed in the European Economic Area as described in the Data Processing Agreement. The sub-processors Visor.ai uses are listed on the Trust Center. Visor.ai gives at least 30 days' notice of a new sub-processor, and the Customer may object on reasonable data protection grounds.
4. Visor.ai keeps an information security management system certified to ISO/IEC 27001:2022 and applies the technical and organisational measures described in the Data Processing Agreement.
5. Visor.ai notifies the Customer of a personal data breach affecting Customer Data without undue delay and within 48 hours of becoming aware of it.
6. Customer Data is retained for the period set for each category of data in the Data Processing Agreement (Appendix III) or in the Order Form, counted from each interaction or from the closure of the relevant process. Where no period is set for a category, the standard period set in Appendix III to the Data Processing Agreement applies. The Customer may instruct earlier deletion at any time at no cost; longer periods are available as paid add-ons where the proposal or Order Form offers them. After the Services end, remaining Customer Data is deleted within 90 days unless the law requires it to be kept longer, subject to the Customer's export rights under "Switching and data export".
7. Visor.ai may use technical and usage metrics about the operation of the Services (such as volumes, latency and error rates) to run, secure and improve the Services, provided they contain no personal data and do not identify the Customer.

Confidentiality

1. Each party keeps confidential the non-public information it receives from the other in connection with the Services, including the terms of the Order Form ("Confidential Information"), and uses it only for the purposes of the relationship. It protects that information with at least the care it uses for its own, and no less than reasonable care.
2. This does not apply to information that is or becomes public without a breach of these Terms, that the receiving party already lawfully had, or that it receives lawfully from a third party. A party may disclose information when the law, a court or a regulator requires it, after telling the other party where that is allowed.
3. These obligations continue for five years after the Services end. Obligations concerning personal data continue for as long as the data is held.

Intellectual property

1. Visor.ai and its licensors own the Services, the platform, its improvements and all related intellectual property, including what Visor.ai develops while providing the Services. Nothing in these Terms transfers that ownership to the Customer.
2. Deliverables are the configuration of the Customer's AI Agents built for the Customer under an Order Form, namely the conversational flows, their structure and the Customer-specific content and settings. Deliverables do not include the prompts, prompt templates, system instructions, guardrails, evaluation sets, agent architectures and other components that Visor.ai's team uses or develops to build and operate AI Agents, even where they have been adapted for the Customer. These remain Visor.ai's intellectual property and trade secrets. Content supplied by the Customer remains the Customer's, even where it is incorporated in a prompt.
3. The Customer receives a non-exclusive, non-transferable licence to use the Deliverables with the Services while the Order Form is in force and, after it ends, to use the Deliverables exported under "Switching and data export".

4. The Customer owns Customer Data and its own trade marks and materials. It grants Visor.ai the rights over them that are needed to provide the Services.
5. Visor.ai may use the general know-how and experience it gains while providing the Services, provided it does not use the Customer's Confidential Information or Customer Data to do so.
6. If the Customer gives Visor.ai suggestions about the Services, Visor.ai may use them freely, without obligation to the Customer.

Customer name and logo

1. While the Customer is actively using the Services, the Customer authorises Visor.ai to use the Customer's company name and logo to identify it as a Visor.ai customer, on Visor.ai's website, in proposals, presentations and other sales and marketing materials, and in social media posts. The Customer is actively using the Services while an Order Form is in force and the Services have not been suspended or terminated.
2. Visor.ai uses the name and logo exactly as the Customer publishes them on its main website at the time of use, without altering their proportions, colours or design, and follows any brand guidelines the Customer gives it.
3. This authorisation covers only the name and logo, shown as a customer reference. Visor.ai will not suggest that the Customer endorses Visor.ai beyond being its customer, and needs the Customer's prior written approval to publish a quote, a case study, results or figures about the Customer's use of the Services.
4. The Customer may withdraw this authorisation at any time by writing to Visor.ai. Visor.ai then removes the name and logo from its website and stops using them in new materials within 30 days.
5. When the Customer stops actively using the Services, Visor.ai removes the name and logo from its website within 30 days and does not use them in new materials. Materials already printed or distributed before that date do not need to be withdrawn.
6. This authorisation is free of charge, non-exclusive and limited to the purposes above. It does not grant Visor.ai any other right over the Customer's trade marks.

Third-party services

1. The Services run on cloud infrastructure and use model, speech and telephony providers, as listed on the Trust Center. Visor.ai chooses and manages these providers with due care and remains responsible for its sub-processors under the Data Processing Agreement. Visor.ai is not liable for outages, failures or degradation of third-party cloud infrastructure, AI model or telecommunications services that are outside its reasonable control, except to the extent caused by Visor.ai's own breach of these Terms.
2. Visor.ai is not responsible for systems that the Customer or its other suppliers operate, such as the Customer's telephony, contact centre, CRM, messaging channels or network, or for the availability of the public internet. Visor.ai tells the Customer about incidents in its own providers that it is aware of and that affect the Services.

Warranties

1. Visor.ai warrants that the Services, as provided by Visor.ai and without modification by others, perform substantially as described in their documentation and the Order Form, and that it provides them with reasonable skill and care and in line with good industry practice.
2. Visor.ai does not warrant that the Services will be uninterrupted or free of errors, or that they will achieve a particular business result, except where the Order Form expressly says so.
3. Each party warrants that it has the authority to enter into these Terms and that it holds the rights in the materials it provides to the other.

Liability

1. Each party is liable to the other for direct damage caused by its breach of these Terms.
2. Neither party is liable for loss of profit, loss of revenue, loss of goodwill or indirect or consequential damage.
3. Each party's total liability for all events in any 12-month period is limited to the fees paid or payable by the Customer under the Order Form in the 12 months before the event giving rise to the claim. This limit also applies to claims between the parties arising from a breach of the Data Processing Agreement or of data protection law. Each party bears its own administrative fines.
4. These limits do not apply to liability for death or personal injury, for damage to the other party's tangible property, for fraud, wilful misconduct (dolo) or gross negligence, to the Customer's obligation to pay fees, to use of the Services in breach of "Customer responsibilities and acceptable use", or to any liability that the law does not allow to be limited.

Term, renewal and termination

1. Each Order Form runs for the initial term it states, counted from the date the Order Form sets or, failing that, from the kick-off date, and renews automatically for periods of the same length unless either party gives written notice of non-renewal at least four months before the end of the current period or, for terms shorter than twelve months, at least 30 days before, unless the Order Form sets another period or provides that it does not renew.
2. Either party may terminate the Order Form by written notice if the other party materially breaches it and does not remedy the breach within 15 days of written notice describing it. Either party may also terminate if the other becomes insolvent or ceases to trade, where the law permits.
3. When an Order Form ends, fees due up to that date remain payable. Unless the Order Form is replaced by a Contract, the Customer's right to use the Services under it also ends, and each party returns or deletes the other's Confidential Information, subject to the Customer's export rights and to the retention the law requires.
4. The sections "Confidentiality", "Intellectual property", "Liability", "Customer Data and data protection", "Switching and data export" and "Governing law and courts" continue after termination.

Switching and data export

1. The Customer may at any time ask to switch to another provider or to its own infrastructure, or to have its data deleted, by giving Visor.ai at least two months' written notice. Visor.ai then cooperates in good faith with the switch, as Regulation (EU) 2023/2854 (the Data Act) requires.
2. During the switch, Visor.ai continues to provide the Services and helps the Customer export Customer Data and the configuration data of its AI Agents in a structured, commonly used and machine-readable format (for example, JSON for AI Agent configuration and WAV or MP3 for audio). The transition period is 30 days unless the parties agree otherwise. The Customer then has at least 30 more days to retrieve its data before deletion.
3. Visor.ai does not charge for the switching process itself, including data export. Where the Customer switches before the end of a fixed term, an early termination charge applies only if the Order Form sets it out. It is proportionate, as the Data Act requires, and does not exceed the fees that would have been payable for the remainder of the term, less the costs Visor.ai avoids.
4. Exportable data comprises Customer Data still within its retention period, including transcripts, recordings, interaction records and audit results, and the configuration of the Customer's AI Agents, including flow structure, content, knowledge bases and integration settings, together with documentation of the export schema. It does not include access credentials, or assets protected by Visor.ai's intellectual property or trade secrets, such as the platform engine, AI models and the components described in "Intellectual property", point 2.

Suspension

1. Visor.ai may suspend all or part of the Services, as narrowly as the situation allows, if the Customer's use poses a serious security risk to the Services or to other customers, if it is needed to comply with the law or an order of a competent authority, or for non-payment as set out in "Fees, invoicing and payment".
2. Visor.ai gives prior notice of a suspension where it can and otherwise notifies the Customer as soon as possible, explains the reason, and restores the Services as soon as the cause is resolved.

Force majeure

Neither party is liable for a delay or failure caused by events beyond its reasonable control, such as natural disasters, war, acts of public authorities, general failures of power or telecommunications networks, or large-scale cyber attacks that reasonable security measures could not prevent. The affected party informs the other promptly and resumes performance as soon as it can. If the event lasts more than 60 days, either party may terminate the affected Order Form by written notice. Payment obligations for Services already provided are not suspended.

Changes to these Terms

1. Visor.ai may update these Terms by publishing a new version at **visor.ai/legal** with its version number and date, keeping previous versions available there, and notifying Customers by email or on the platform at least 30 days before it takes effect.
2. If a change materially reduces the Customer's rights or increases its obligations, the Customer may object in writing before the change takes effect. In that case the previous version continues to apply until the end of the current contract period, or the Customer may terminate the affected Order Form on the date the change would have taken effect.
3. Changes required by law, or that only add features or benefit the Customer, may take effect sooner.

General

1. **Assignment.** Neither party may assign its rights or obligations without the other's written consent, which is not to be unreasonably withheld. Either party may assign them without consent to an Affiliate or to a successor in a merger or sale of all or most of its business, with written notice to the other.
2. **Subcontracting.** Visor.ai may use subcontractors and remains responsible for their work, subject to "Third-party services".
3. **Notices.** Notices under these Terms are given in writing, by any means that proves receipt and content, including email, to the addresses in the Order Form. Visor.ai's address for legal notices is info@visor.ai, its address for data protection matters is privacy@visor.ai, and its address for security incidents is securityoffice@visor.ai.
4. **Electronic signature.** Order Forms, Contracts and addenda may be signed electronically, with the same legal value as a handwritten signature under Decreto-Lei 12/2021 of 9 February.
5. **Entire agreement.** These Terms, the Order Form and the Data Processing Agreement are the whole agreement between the parties on their subject matter. Terms in the Customer's purchase orders or supplier portals do not apply, even if accepted to process an invoice.
6. **Severability.** If a provision is found invalid, the rest of these Terms continue to apply, and the parties replace the invalid provision with a valid one as close as possible to its purpose.
7. **No waiver.** A party that does not enforce a right does not waive it.

8. **Good faith.** The parties perform these Terms in good faith and tell each other promptly about any situation that could harm the other's reputation in connection with the Services.

Governing law and courts

These Terms are governed by Portuguese law. The courts of Lisbon have exclusive jurisdiction over any dispute arising from them, without prejudice to mandatory rules on jurisdiction.

Use of the visor.ai website

Anyone may browse visor.ai without accepting these Terms. Its content is provided for information, belongs to Visor.ai or its licensors, and may not be copied for commercial purposes without permission. The personal data of website visitors is handled under the Privacy Policy and the Cookie Policy published on the site.

Contact

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