

TalkProxy — Terms of Use

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1. Purpose and scope

These Terms of Use (CGU) govern access to and use of TalkProxy, an AI-based telephone assistance service. The service helps prepare requests, assists telephone conversations and displays task results. Features may change or depend on the country and service providers. Paid features, when offered, are also governed by separate Payment and Subscription Terms.

2. Service provider

TalkProxy is operated by Denis Kalugin, sole trader (micro-entrepreneur), SIRET 104 100 094 00010, 153 avenue de Verdun, 06190 Roquebrune-Cap-Martin, France. Contact: myproxyapp@proton.me. Website: <https://www.talkproxy.eu>.

3. Acceptance of the terms

Using TalkProxy requires prior acceptance of these Terms through a dedicated checkbox at registration. A separate second checkbox confirms that the user has read the Privacy Policy. Accepting the Terms does not replace any specific consent required for certain personal-data processing.

4. Access and account

TalkProxy is restricted to persons aged 18 or over. Users provide the information needed for their account and keep it accurate. Each account is personal. Users take reasonable steps to protect access and are responsible, within the law, for use they have authorized. Suspected unauthorized access should be reported promptly to support. Users are not automatically liable for hacking beyond their control.

5. How the service works

Depending on available features, TalkProxy may prepare or rephrase requests, assist multilingual calls, transmit information supplied by the user, receive replies and display task results. Call recipients may include public authorities, companies, professionals or individuals. Users remain free to verify information and make their own decisions.

6. Use of artificial intelligence

The assistant follows the user's instructions and appropriately identifies itself as an AI assistant acting on the user's behalf. A call recipient may refuse to continue. Automated systems may produce inaccurate or incomplete answers. Information obtained does not, by itself, constitute personalized legal, medical, financial or other professional advice.

7. Instructions and authority to act

Users authorize ordinary communication actions necessary for their task, including asking questions, conveying information and receiving replies. Any action that may create, change or terminate rights or obligations requires separate prior confirmation, including signing a contract, accepting a paid service, undertaking a financial obligation or cancelling a reservation. Without appropriate confirmation, TalkProxy must not perform that action for the user.

8. Accuracy of information

Users agree to provide information they believe to be accurate and not request fraudulent communications. TalkProxy is not required to systematically verify every fact provided. Users remain responsible for information they choose to communicate, without excluding the service's own liability for errors in transcription, translation, processing or transmission.

9. Emergency calls

Where features and technical conditions allow, TalkProxy may assist contact with emergency services solely as a supplementary tool. It does not replace official emergency calling channels and does not guarantee connection, response time or accuracy of transmitted information. In immediate danger, users must contact emergency services directly without waiting for TalkProxy. This clause does not exclude any liability that cannot lawfully be excluded.

10. Prohibited uses

Illegal use is prohibited, including fraud, scams, threats, harassment, identity theft, unauthorized representation and deliberately transmitting false information for illegal purposes. Users must respect the rights of call recipients and applicable telephone communication laws.

11. Availability and interruptions

The service depends on third-party infrastructure and providers, including telephone networks, internet access and AI systems. Interruptions may occur for maintenance, updates, outages or security. TalkProxy may temporarily suspend functions where necessary. Continuous availability is not guaranteed, without prejudice to users' mandatory rights.

12. Warnings and account suspension

If these Terms are breached, TalkProxy may take proportionate measures. An ordinary breach may result in a warning depending on the circumstances. Fraud, security threats or serious breaches may result in immediate suspension within legal limits. Users may request a review at myproxyapp@proton.me.

13. Paid services

Some functions may involve subscriptions, usage-based charges or the provision of a telephone number. Prices and essential terms must be disclosed before a paid commitment. Prices, renewals, cancellations, refunds and any withdrawal rights are covered by separate Payment and Subscription Terms when implemented. These Terms alone do not authorize a payment charge.

14. Personal data

Personal-data processing is described in the Privacy Policy at <https://www.talkproxy.eu/privacy/>. Acceptance of these Terms is separate from any specific consents required by law.

15. Intellectual property

TalkProxy's name, visual identity, interface and proprietary software are protected under applicable law, subject to third-party rights. Users receive a personal, non-exclusive and limited right to use the service as intended. Users retain the rights they hold in content they provide.

16. Liability

TalkProxy is a communication assistance tool and does not guarantee outcomes. Errors may affect speech recognition, translation, answers, information transmission or call continuity. TalkProxy does not guarantee that a recipient will answer or accept a request. The operator is not responsible for independent decisions of third parties or consequences exclusively caused by information knowingly falsified by the user. Nothing limits liability that cannot legally be excluded, including mandatory consumer protections.

17. Account deletion

Users may delete their account through the available features. Deletion ends access and unfinished tasks but does not cancel financial obligations lawfully incurred. Effects on subscriptions, telephone numbers, outstanding amounts or refunds are governed by the Payment and Subscription Terms and applicable law. Data retention is described in the Privacy Policy.

18. Changes to these Terms

TalkProxy may amend these Terms to reflect technical, functional or legal developments. The current version is published on the website. For material changes, users are notified by email within an appropriate period where required by law or circumstances. New express agreement is requested when necessary. Changes do not retroactively remove accrued rights.

19. Complaints and dispute resolution

Questions and complaints: myproxyapp@proton.me. The parties may seek an amicable solution. Consumers retain their legal remedies, including consumer mediation where applicable. Details of the competent mediator will be provided after joining an applicable mediation scheme, before commercial launch.

20. Governing law

These Terms are governed by French law without depriving consumers resident in other countries of mandatory protections applicable under private international law. Court jurisdiction is determined by applicable law; consumers are not subjected to an unlawful exclusive jurisdiction clause.

21. Final provisions

If a clause is held invalid, the remaining clauses continue to apply insofar as possible. Failure to exercise a right immediately does not itself constitute waiver. These Terms are read together with the Privacy Policy and, for paid services, the Payment and Subscription Terms.

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