




RingCentral Office Online Terms of Service

Date of Last Revision: October 20, 2017.

The use of the Plan Services is subject to these Online Terms, which are incorporated into Your Office Agreement. These terms may be updated at any time, subject to the terms in Your Office Agreement.

I. Operation and Limitations of the RingCentral 999/112 Emergency Calling Service

A. RingCentral Provides Access to Emergency Calling Services (999/112). RingCentral provides access to emergency calling services, allowing most RingCentral Office Users to access Emergency Services (999/112). Your access may differ depending on your location or the device you are using, and it works differently than you may have experienced using traditional wireline or mobile telephones. **It is strongly recommended that you have an alternative means for placing emergency calls available at all times.**

RingCentral Office users using IP Desk Phones  or Emergency Services-Enabled Softphones can dial 999/112 directly from their IP Desk Phones or Emergency Services-Enabled Softphone . **EMERGENCY CALLS CANNOT BE PLACED THROUGH SOFTPHONES  THAT ARE NOT EMERGENCY SERVICES -ENABLED.** For purposes of these Online Terms “IP Desk Phone” means a telephony hardware device that uses VoIP to place and transmit; “911-Enabled Softphone” means a softphone for which the RingCentral 911 Service is supported as identified in a pop-up notification within the Softphone application.

Calls to 999/112 placed through the RingCentral Office Mobile Application on a smartphone are automatically routed to the native dialer on the smartphone, and the call will be handled by your mobile telephone service provider, and not RingCentral, if mobile telephone service is available. RingCentral has no control over how your mobile network operator handles emergency calls. If your mobile telephone service is unavailable, the call cannot be placed. The RingCentral Mobile Application cannot place emergency calls over Wi-Fi access. Emergency dialing is not available through the RingCentral Office Mobile Application on tablets or other mobile devices without a native phone dialer and a mobile telephone service plan.



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B. How it Works. When a RingCentral Office user dials 999/112 on an IP Desk Phone or Emergency Services -Enabled Softphone, the RingCentral phone number and the Registered Address you have provided is sent to the appropriate local emergency responder serving your location. Your “Registered Address” is the address of the physical location where You will use Your Plan Services. In some areas, local emergency responders have access to this information; however, in areas where local emergency responders do not have access to this information, the emergency responder answering the call may not be able to see your RingCentral telephone number or your Registered Address. You should always be prepared to provide the local emergency responder with your RingCentral telephone number and Registered Address in case the call is dropped or disconnected. If you are unable to speak, the emergency responder may not be able to send help to your location and/or call you back should the call be disconnected. RingCentral does not control whether or not the emergency responder receives your telephone number and Registered Address.

C. Service limitations. RingCentral emergency service dialing will not function in the event of an Internet or power outage, if you do not have mobile telephone service (on the RingCentral Mobile Application), or if your broadband, ISP, or RingCentral Office service is terminated. The RingCentral Mobile Application cannot send emergency calls over Wi-Fi access. It is possible that network congestion may delay or prevent completion of a 999/112 call. RingCentral emergency service dialing may not be available if you are dialing from a RingCentral number that is not a United Kingdom number.

D. Registering Your Location. You agree to register with RingCentral immediately upon activation the address of the physical location where you will use the RingCentral Office service, including each IP Desk Phone and each Emergency Services -Enabled Softphone. This is your Registered Address. You agree that you will accurately register each individual line through the Account Admin Portal for the applicable End User. **If you or your End Users move a registered device, you agree to immediately update the Registered Address with the new physical location of the device with RingCentral through the Administrative Portal or in your account settings.** You acknowledge that if you do not update the Registered Address, any 999/112 calls made from the device may be sent to the wrong local emergency responder and will not transmit your current location information to local emergency responders, delaying emergency assistance to you. It may take up to several hours for the address update to take effect. Customers with more than one line or extension are solely responsible for ensuring that an accurate and up-to-date Registered Address is maintained for each IP Desk Phone and each Emergency Services -Enabled Softphone, and that their End Users are aware of how the Registered Address can be changed.

E. Emergency SMS Services. In some areas, local emergency responders are able to receive SMS text messages sent to 999 if you have registered with the emergency SMS service




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(<http://www.emergencysms.org.uk>) prior to sending a SMS text to 999. In areas where it is available, your Office Service allows Emergency SMS messages, only through the RingCentral Mobile Application. Where a RingCentral Office user attempts to send an emergency SMS to 999 by means of the RingCentral Office Mobile Application while the applicable mobile device is connected to the mobile telephone network, then the RingCentral Office Mobile Application will attempt to use the device's underlying messaging capability to send the emergency SMS message **through the device's underlying subscription messaging service (if you have subscribed to this service with a mobile operator and it is available at the time)**. If the mobile telephone network is unavailable, the SMS text cannot be sent. Emergency SMS Services are not available on tablets or other mobile devices without a native phone dialer and a telephone network subscription. **Please note that you will need to register with the emergency SMS service (<http://www.emergencysms.org.uk>) prior to sending a SMS text to 999.**

F. Notification of Employees, Guests, or Other Users. You agree to notify any employees, contractors, guests, or persons who may place calls using the Office Services or may be present at the physical location where the Office Services may be used, of the limitations of the use of the RingCentral Emergency services dialing from Your RingCentral Office IP phone, 999-Enabled Softphone, or other equipment. You agree to affix a RingCentral-provided sticker warning that Emergency Services dialing may be limited or unavailable in a readily visible place on each piece of equipment that might be used to access or use the Office Services. You and Your End Users should always have an alternative means for placing 999/112 calls and/or sending SMS text messages to 999.

G. Disclaimer of Liability for Emergency Call Response. You acknowledge and agree that your use, and use by your employees and/or guests or other third parties, of RingCentral's Emergency Services are subject to the limitations described herein. The availability of certain features, such as transmission of a Registered Address or your RingCentral telephone number, depends on whether local emergency responders support those features, and are factors outside of the RingCentral Parties' control. RingCentral relies on third parties to assist us in routing 999/112 calls and SMS text messages to local emergency responders. RingCentral does not have control over local emergency responders or other third parties. Accordingly, to the extent permitted by applicable Law , you hereby release, discharge, and hold harmless the RingCentral Parties from and against any and all liability relating to or arising from any acts or omissions of such third parties or other third parties involved in the handling of or response to any emergency or 999/112 call. You agree to indemnify and hold harmless the RingCentral Parties, and any third-party provider(s) from any and all third party claims, losses, damages, fines, or penalties arising out of (a) your provision to RingCentral of incorrect information, including physical addresses, or your failure to update your Registered Address; (b) your failure to properly notify any person who may place calls using the Office Services of the



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999/112 limitations; or (c) the absence, failure, or outage of emergency service dialing using the Office Services for any reason; and (d) the inability of any user of the Office Services to be able to dial 999/112 or access emergency service personnel for any reason.

- ACCORDINGLY, YOU AGREE THAT RINGCENTRAL SHALL NOT BE RESPONSIBLE OR LIABLE FOR- AND AGREE TO FULLY, FINALLY, AND FOREVER RELEASE, DISCHARGE, INDEMNIFY, AND HOLD HARMLESS RINGCENTRAL FROM AND AGAINST ANY CLAIM BASED ON, RESULTING FROM, OR RELATING TO- ANY ACTS OR OMISSIONS RELATED TO THE HANDLING OF, OR NOT HANDLING OF, OR RESPONSE, OR LACK OF RESPONSE, TO ANY EMERGENCY CALL OR OTHER COMMUNICATION IN CONNECTION WITH THE RGO SERVICE.

II. RingCentral and Sensitive Personal Information

A. No Storage of Health Information. You acknowledge and agree that the Plan Services are not designed, intended, or recommended for use as a repository or means by which to store health or other sensitive information, and You represent and warrant that neither Your Office Plan nor any ancillary product or service that is a part thereof will be used for such purpose. **RINGCENTRAL SPECIFICALLY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT YOUR OFFICE PLAN, THE ACCOUNT(S), OR THE PRODUCTS (OR THE USE OF ANY OF THE FOREGOING BY ANY PARTY) COMPLIES OR WILL COMPLY WITH ANY LAW DESIGNED TO PROTECT HEALTH OR OTHER SENSITIVE INFORMATION.**

B. Operation of RingCentral HIPAA Conduit Setting; Consequences of

Activation. RingCentral offers a HIPAA Conduit Setting for its United States Customers. UK Customers may activate this feature. However, RingCentral makes no representations or warranties that its provision of the HIPAA Conduit Setting is compliant with UK or EU law. You acknowledge that:

- (i) activation of the RingCentral HIPAA Conduit setting may result in automatic and permanent deletion from the applicable Account(s) of Customer Communications that are stored in those Account(s) and that are thirty (30) or more days old;
- (ii) if any Customer Communications that are thirty (30) or more days old are currently stored in the applicable Account(s), they may be permanently deleted from such Account(s), and such deletion may occur as soon as immediately after activation of the RingCentral HIPAA Conduit setting;



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- (iii) the deletion functions described above may permanently delete Customer Communications such that they are not retained by RingCentral in any form (including on any back up or disaster recovery system); and
- (iv) the RingCentral HIPAA Conduit setting may disable SMS messaging through applicable Account(s) and attachment of voicemail and facsimile/internet facsimile messages to message notification emails sent by RingCentral in connection with any such Accounts.

C. Release. You hereby release, discharge, and hold harmless the RingCentral Parties from and against any and all liability relating to or arising from its acts or omissions in accordance with this Section II.

III. Acceptable Use Policy

A. High-Risk Use. YOU ACKNOWLEDGE THAT THE PLAN SERVICES ARE NOT DESIGNED, MANUFACTURED, INTENDED, OR RECOMMENDED FOR USE FOR ANY HIGH-RISK OR FAIL-SAFE PURPOSE OR ACTIVITY OR IN ANY ENVIRONMENT WHERE FAILURE, INTERRUPTION, MALFUNCTION, ERROR, OR UNAVAILABILITY COULD RESULT IN SUBSTANTIAL LIABILITY OR DAMAGES, PHYSICAL HARM OR PERSONAL INJURY, DEATH OR DISMEMBERMENT, OR PROPERTY OR ENVIRONMENTAL DAMAGE. YOU REPRESENT AND WARRANT THAT YOU AND YOUR END USERS WILL NOT USE THE PLAN SERVICES FOR ANY SUCH PURPOSE OR ACTIVITY OR IN ANY SUCH ENVIRONMENT.

B. Customer Legal Compliance. You represent and warrant that all use and usage of Your Office Plan, the Account(s), and the Plan Services will at all times comply with all applicable Laws, including without limitation the Privacy and Electronic Communications (EC Directive) Regulations 2003 (the "**Privacy Regulations**"), and all Laws relating to unsolicited communication provisions or lists including the faxing; telemarketing; email marketing; spamming or phishing; data security or privacy; international communications; account or debt collection; recording of calls or conversations; export control; export of technical or personal data; end user, end-use, and destination restrictions imposed by the United States, , United Kingdom, the European Union, or foreign governments; consumer protection; pornography; trade practices; false advertising; unfair competition; anti-discrimination; harassment; defamation; intellectual property; or securities.

C. Unsolicited Advertisements and Legal Compliance. Certain communications practices – including without limitation the placing of unsolicited calls; the sending of unsolicited facsimile, internet facsimile, SMS, and/or other messages; and the use of certain automated



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telephone equipment to place certain calls – is regulated by the Privacy Regulations and other Laws. You agree, covenant, and warrant that:

- (i) You are the creator of the content of, and are solely responsible for determining the destination(s) and recipient(s) of, all outbound communications made using Your Plan Services (“Customer Communication”);
- (ii) all content, communications, files, information, data, and other content provided for transmission through Your Office Plan, and Account, or the Plan Services will be provided solely for lawful purposes, and in no event shall any Customer Communication or any content thereof be in violation of the Privacy Regulations or any other Law; and
- (iii) no unsolicited advertisements, solicitations, marketing or promotional materials, or commercial messages or content will be transmitted or distributed in the form of facsimiles or internet facsimiles through the Plan Services.

You acknowledge and agree that RingCentral may, at its sole option and without notice, employ technologies and procedures, including without limitation filters, that may terminate certain Customer Communications in the event that RingCentral suspects non-compliance with this Section III.

D. Export Restrictions. You acknowledge and agree that the software and/or hardware used in conjunction with the Plan Services may be subject to United Kingdom, European Union and foreign Laws and regulations governing the export, re-export, and/or transfer of software by physical or electronic means. You agree, represent, covenant, and warrant that (i) neither You nor any End User (nor any entity or person that controls You or any End-User) (a) is located in an Embargoed Area or listed on any Export Control List or (b) will export or re-export any RingCentral software or hardware into any Embargoed Areaⁱ or to any person, entity, or organisation on any Export Control Listⁱ, or to any person, entity, or organisation subject to economic sanctions due to ownership or control by any such person, entity, or organisation, without prior authorization by licence, licence exception, or licence exemption and (ii) the Plan Services and RingCentral software and/or hardware will not be Used or accessed from any Embargoed Area.

E. Recording Conversations or Calls. Certain features of the Plan Services may allow You or Users of the Plan Services to record calls or other communications. You are required to obtain consent from all parties to record a telephone call. Your use of this call recording feature is governed by Law. By using the RingCentral call recording feature, You are required and agree to maintain compliance with all Laws. You understand and agree that You are solely liable for compliance with such Laws and under no circumstances shall RingCentral be responsible or held liable for such compliance. You understand that breach of such Laws may result in both



criminal and civil sanctions against You. You agree to inform all users of Your Account that their calls may be recorded and that they are obligated to comply with all Laws relating to their use of the call recording feature. You hereby indemnify and hold harmless RingCentral from any breach of Your obligations under this section, whether intentional or unintentional. RingCentral expressly disclaims all liability and all warranties with respect to recording of conversations and/or calls.

F. Prohibited Use of the Plan Services. Neither You nor any End User of Your Plan Services may use or allow use of Your Office Plan or the Plan Services in any of the following ways:

- (i) in any manner or for any purpose that is fraudulent, malicious, deceptive, dishonest, abusive, obscene, threatening, harassing, tortious, improper, defamatory, libelous, slanderous, or in violation of any Law;
- (ii) to intentionally send or transmit unsolicited or “junk” or “spam” advertisements, communications, or messages (commercial or otherwise), including without limitation through email, voicemail, SMS, facsimile, or internet facsimile, without the consent of the recipient;
- (iii) to harvest or otherwise collect information about others, including without limitation email addresses or personally-identifiable information, without their consent or in breach of any Law;
- (iv) to intentionally engage in blasting or broadcasting bulk communications, advertisements, or messages (e.g., sending hundreds of messages simultaneously), including without limitation through email, voicemail, SMS, facsimile, or internet facsimile;
- (v) to perform auto-dialing or “predictive” dialing (i.e., non-manual dialing or using a software program or other means to continuously dial or place out-bound calls) in violation of applicable Law;
- (vi) to transmit any communication that would violate any applicable Law, including but not limited to the Telephone Consumer Protection Act, the Junk Fax Prevention Act of 2005, the rules governing the DoNotCall Registry, Canadian Unsolicited Telecommunications Rules;
- (vii) to intentionally transmit or store any material that contains viruses, time bombs, Trojan horses, worms, malware, spyware, or any other programs or materials that may be harmful or dangerous;
- (viii) to transmit misleading or inaccurate caller ID information with the intent to defraud, cause harm, or wrongfully obtain anything of value, including by creating a false Caller ID



identity or forged email/SMS address or header or by otherwise attempting to mislead others as to the identity of the sender or the origin of any outbound Customer Communication;

- (ix) to infringe, misappropriate, or otherwise violate the foreign or domestic IP Right or proprietary right of any party, including without limitation by transmitting or storing any material that might infringe, misappropriate, or otherwise violate any such right;
- (x) to violate the right of privacy, personality, or publicity of any party, including without limitation by transmitting or storing any material that might violate any such right;
- (xi) to violate any Law regarding the transmission of technical data or information or software through the Plan Services;
- (xii) in any manner that interferes with RingCentral's ability to provide high quality products or services to other customers;
- (xiii) to store PHI.

A breach of obligations in this Section constitutes a material breach of Your Office Agreement, such that RingCentral may suspend service, terminate the Agreement immediately, or take any other action RingCentral deems necessary to enforce the terms of this Section.

G. Prohibited Acts. You agree, represent, covenant, and warrant that neither You nor any End User shall do any of the following during the Term:

- a. transmit, upload, distribute in any way, or store any corrupted file or material that contains viruses, time bombs, Trojan horses, worms, malware, spyware, or any other programs or materials that may be harmful or dangerous or may damage the operation of the Contact Center Services or another party's computers, devices, equipment, systems, or networks;
- b. take advantage of, bypass, exploit, or otherwise avoid Your obligations or the provisions, restrictions, and prohibitions set forth in this Section III (or attempt to do so);
- c. interfere with or disrupt networks or systems connected to the Plan Services;
- d. sell; resell; distribute; lease; export; import; or otherwise grant or purport to grant rights to third parties with respect to the Plan Services, and any software or hardware used in conjunction with the Plan Services or any part thereof without RingCentral's prior written consent;
- e. display or use of any RingCentral Mark in any manner in violation of the applicable RingCentral Party's then-current policies on its trademark and logo usage or without the



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applicable RingCentral Party's express, prior written permission, to be granted or denied in that RingCentral Party's sole discretion,

- f. display or use of any Third Party Mark without the prior, written consent of the third party that owns the Third Party Mark;
- g. undertake, direct, attempt, cause, permit, or authorise the copying, modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling, or hacking of the Plan Services or any software and hardware used in conjunction with the Plan Services, or part thereof;
- h. defeat, disable, or circumvent any protection mechanism related to the Plan Services;
- i. intercept, capture, sniff, monitor, modify, emulate, decrypt, or redirect any communication or data used by RingCentral for any purpose, including without limitation by causing the any product to connect to any computer server or other device not authorised by RingCentral or in any manner not authorised in advance in writing by RingCentral;
- j. allow any service provider or other third party – with the sole exception of RingCentral's authorised maintenance providers acting with RingCentral's express, prior authorization – to use or execute any software commands that facilitate the maintenance or repair of any software or hardware used in conjunction with the Plan Services;
- k. gain access to or use (or attempt to gain access or use) any device, system, network, account, or plan in any unauthorised manner (including without limitation through password mining);
- l. engage in or to allow trunking or forwarding of Your RingCentral telephone or facsimile number to (an)other number(s) capable of handling multiple simultaneous calls, or to a private branch exchange (PBX) or a key system; or
- m. violate or take any action to jeopardise, limit, or interfere with the RingCentral Parties' IP Rights, including without limitation their IP Rights in the software and hardware used in conjunction with the Plan Services.

A breach of obligations in this Section constitutes a material breach of Your Office Agreement, such that RingCentral may suspend service, terminate the Agreement immediately, or take any other action RingCentral deems necessary to enforce the terms of this Section.



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IV. Number Policies

A. Number Availability. RingCentral may make available telephone and/or facsimile numbers for Your selection and assignment to Account(s). You acknowledge and agree that a RingCentral Party's listing of a number may be erroneous and does not constitute a representation or guarantee that such number is actually available for such assignment, and that the RingCentral Parties shall be authorised to remove such number from an Account in the event that it is not actually available.

B. Number Porting Policy

- **1. Number Port-In Request Procedures.** In order to request the porting of a telephone or facsimile number into an Account, the Account Administrator for the Account into which You wish the number to be ported must log in to the Admin Portal for such Account and complete all steps and provide all information requested as part of the number port-in request process (which may include without limitation providing an executed Letter of Agency) or as otherwise requested by RingCentral. In addition, if You wish to port into an Account more than 100 numbers from the same third party service provider account, You must contact RingCentral's Project Porting Department at project.porting@ringcentral.com and comply with its instructions. You accept and acknowledge that RingCentral cannot port disconnected numbers and understand that if You cancel your existing number with Your existing service provider, RingCentral will be unable to transfer that number.
- **2. The Number Porting Process.** In order to request the porting out to another services provider of a number currently assigned to an Account, You must follow the instructions specified by that services provider and must provide all information and cooperation requested by the relevant services providers, RingCentral, or any other relevant third party. You acknowledge that (i) the porting of numbers into or out of an Account requires Your provision of specific and detailed information to RingCentral and/or third parties (including without limitation other services providers) and completion of certain steps and procedures by various parties and (ii) numbers may not be ported into or out of an Account unless and until You are able to provide certain specific information that matches other information on record with RingCentral or other services providers. For these and other reasons, the completion of any number port request and the timing of and date by which it might be completed depend



on a number of factors outside of RingCentral's control, including without limitation the acts and omissions of You, other services providers, and other third parties.

- **3. Unauthorised Port-Outs.** You acknowledge and agree that numbers may be ported out from Your Office Plan or an Account due to acts or omissions of third parties, and it may be difficult or impossible for RingCentral to (i) prevent such port-outs, (ii) retrieve numbers ported-out of an Account, or (iii) port such numbers back into an Account.
- **4. Accurate Porting Information.** You represent and warrant that all information or representations provided in connection with any request to port in or port out numbers (including without limitation any information or representations in any Letter of Agency) by or on behalf of You or any End User shall be true, accurate, and up-to-date.
- **5. Customer Compliance with Porting Laws.** You acknowledge that the porting of numbers is subject to telecommunications and other Laws and regulations, and may be subject to third-party terms and conditions. You represent and warrant that neither You nor any End User will at any time (i) violate any Law or engage in any fraudulent or deceptive conduct in its porting-related requests or activities, (ii) engage in or facilitate “slamming” or the porting out of any number or change or attempt to change any party’s telephony service provider without first obtaining the proper, requisite consents and authorizations, or (iii) violate contractual or other obligations to service providers or other third parties.
- **6. Release of Numbers.** You acknowledge that in the event of account termination or cancellation, all telephone numbers associated with Your Account, which have not previously been ported to another provider, may be released. Similarly, the cancellation of individual lines may result in the release of the related numbers if those numbers have not previously been ported to another provider. You acknowledge that You are solely responsible for working with a third-party provider to port out any numbers prior to termination or cancellation of Your Account or Plan Services, or any individual line.

C. Customer Publication and Listing of Numbers. Neither You nor any End User may publicise, list, or communicate any number that you believe to be assigned to Your Office Services or Account, or purchase or invest in any materials or media reflecting any such number unless and until You have verified that such number is active and functioning as desired, including without limitation by test calling such number from a non-RingCentral service plan and



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verifying that the fees and charges that will be incurred in connection with Use of such number are acceptable to You.

V. Treatment of Customer Communications, Content, and Account Data

A. Passive Conduit Role. The Parties acknowledge and agree that (i) RingCentral's role with respect to Customer Communications and the content thereof shall be that of a passive conduit and (ii) any storage of Customer Communications and/or Account Data¹ by any RingCentral Party shall be performed merely as a convenience to You and as a complement to and incidental to RingCentral's core data transmission function.

B. Disclaimer of Data Storage Responsibilities. You acknowledge and agree that (i) the RingCentral Parties shall have no obligation to store, retain, back-up, or ensure the availability of any stored Customer Communications and/or Account Data, (ii) to the extent that You wish to retain any Account Data or other information relating to Your Office Plan, an Account, or the use thereof, You shall ensure that such information is downloaded, saved, and/or backed-up outside of Your Office Plan Account, as necessary or appropriate for Your and/or the End-Users' purposes, (iii) You shall not rely on Your Office Plan or Account as a repository for or means by which to retain, store, or back-up Account Data or any other data, information, or materials, (iv) RingCentral may delete or purge any and all copies and versions of any stored Customer Communications and/or Account Data or other data at any time, without notice, including without limitation after You delete any such information from an Account or after termination of the Office Agreement or closure of an Account, and (v) RingCentral may, in its sole discretion and option and without notice, implement reasonable limits as to the size or duration of storage of Account Data.

C. Access to Account Data. You and Your End Users can obtain Account Data and any stored Customer Communications with your login credentials in the relevant RingCentral administrative or customer portal. RingCentral will not otherwise provide access to You, Your End Users, or Your Agents of Account Data or stored Customer Communications, except as otherwise set forth in the Office Agreement or these Online Terms, or as required by Law.

D. Export of Account Data. You acknowledge and agree that any Account Data, stored Customer Communications, or other information or materials that you export will not be under RingCentral's control and will not be subject to or protected by RingCentral's security controls. You and/or Your End Users shall comply with all applicable Law relating to the use, disclosure, access, or export of data from your Account or use of the Plan Services.



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E. Release. You hereby release, discharge, and hold harmless the RingCentral Parties from and against any and all liability relating to or arising from its acts or omissions in accordance with this Section V.

VI. Account Disputes

A. Account Disputes. You agree that in no event shall any RingCentral Party be obligated to – and in no event shall you request that any RingCentral Party – participate in or act as the arbiter, adjudicator, or intermediary with respect to any claim or dispute relating to the ownership or control of, or rights relating to, Your Office Plan, any Account, any numbers assigned to an Account, or any Account Data or other information related to an Account or Your Office Plan (“**Account Ownership Disputes**”). In the event of any Account Ownership Dispute, RingCentral is authorized to take any course of action that it deems to be appropriate, including without limitation declining to take any action.

B. Access to Account Data or Customer Communications. As permitted or required by Law, RingCentral may access, monitor, use or disclose Your Account Data, Customer Communications, and/or personal information to: (1) comply with the law or respond to lawful requests or Legal Processⁱ; (2) protect the rights or property of us, our agents, members, our customers, and others including to enforce our agreements, policies and terms of use; (3) respond to emergencies; (4) initiate, render, bill, and collect for services; or (5) facilitate or verify the appropriate calculation of taxes, fees, or other obligations due to a, or pursuant to a government requirement.

C. Release. You agree to release, discharge, and hold harmless the RingCentral Parties from and against any and all liability relating to or arising from their acts or omissions related to any Account Ownership Dispute or in seeking to comply with any Law or any Legal Process.

VII. Customer Security Policy


A. Password Information Security. You agree that all Password Informationⁱ that You or any End-User controls shall, to the extent possible, consist of at least eight (8) characters and shall include at least one letter, one number, and one special character and exclude any generic or obvious content. You further agree to ensure that all such Password Information is (i) immediately customised if it is default or set by another party, (ii) changed on at least a quarterly basis and not reused, (iii) immediately changed in the event that You learn of or suspect that any Account Security Incident has occurred, (iv) not transmitted or stored in any unsecure manner (including without limitation through any auto-storage, caching, “remember,” or auto-fill feature), (v) not shared with or made available to any party who does not possess



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the full right and authority to perform all acts that the Password Information allows to be performed, and (vi) protected from theft or unauthorised access, use, or disclosure with at least a reasonable degree of care and diligence.

B. End-Point Security. You agree to protect all End-Points using, at minimum, industry-standard security measures, including without limitation (i) effective passwords or other credentials, (ii) network segmentation and access restrictions utilising an accurate and up-to-date access control list, (iii) session time-out and/or locking screen saver features, and (iv) use of an effective and up-to-date firewall for all networks to or through which any End Point  might connect. **YOU ACKNOWLEDGE AND AGREE THAT THESE REQUIREMENTS APPLY TO IP DESK PHONES, WHICH UTILISE THE SAME CONNECTIVITY – AND ARE SUBJECT TO THE SAME SECURITY RISKS – AS COMPUTERS.**

C. Update of Security Features. You acknowledge that some Plan Services security features may require activation or installation of software or firmware updates, or software may be de-activated or uninstalled. You agree to ensure the activation and use of all features that are necessary or appropriate to protect the Accounts, Users, or Your organisation's assets and operations and to promptly install all updates to Plan Services, including related software and hardware.

D. Account and End-User Management. You acknowledge and agree that End Users may have the ability to make purchases and enter into transactions on Your behalf and/or to perform acts related to Your Office Plan Account, including any individual line or extension or ancillary services, that may significantly affect You or the operation of Your Office Plan, including without limitation adding, removing, or modifying numbers or extensions assigned to an Account; payment method(s); making changes to software or hardware; adding, removing, or modifying ancillary services; and/or modifying settings. You agree to maintain sole and exclusive control over Your Office Plan Account at all times and to ensure that all Account rights, permissions, and settings, and all Use and Usage, are effectively managed as necessary to prevent any unauthorised access to, use or Usage of, or transaction or activity through or relating to Your Office Plan, including without limitation by implementing the following measures and practices:

- (i) Disable international calling and/or calling to Alaska, Hawaii, and/or Puerto Rico for all lines or extensions for which such calls are not needed or not authorised;
- (ii) Restrict international calling destinations to those that are needed and authorised;
- (iii) Block inbound calls from any caller IDs and area codes from which You do not wish for Users to receive calls and block inbound calls with no caller ID if appropriate;
- (iv) Disable Calling Card feature for each Account for which such feature not needed;




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- (v) Disable attachment of facsimile image and voicemail audio files to message notification emails for associated with Your Account and/or individual lines or numbers for which such functionality is not required and to the extent that such files may include sensitive or confidential content;
- (vi) Regularly monitor, review, and scrutinise End-User calling and other Account activity;
- (vii) Promptly notify RingCentral of any actual or suspected unauthorised activity, erroneous billing, or breach or compromise of any Password Information or the security or privacy Your Office Plan, an Account, or any Account Data (“**Account Security Incident**”) and provide all reasonable information and cooperation requested by RingCentral in responding to any Account Security Incident; and
- (viii) Implement and train all End Users as to general security controls and practices, as necessary to ensure Your compliance with this Section VII.

VIII. Service Requirements and Limitations

A. Caller ID Display Limitations and Compliance. You acknowledge and agree that the disclosure and/or display of information related to the origination of calls, messages, and other communications (including without limitation “Caller ID” information) may be subject to legal requirements, including without limitation those related to the accurate display of such information or the enforcement of certain privacy instructions, settings, etc. You agree to comply with all such applicable laws and implementing regulations, including without limitation the Truth in Caller ID Act. RingCentral has no obligation to disclose, display, or transmit any such information for or in connection with any Customer Communication. You agree to indemnify and hold harmless the RingCentral Parties from any and all third party claims, losses, damages, fines, or penalties arising out Your breach of this Section.

B. Voice-to-Text and Text-to-Voice. You acknowledge and agree that (i) any and all Voice/Text Features  are provided merely as a convenience and may not accurately transcribe voice content, articulate text messages, or perform such functionality for all voice content or text messages or for the entirety of voice content or text messages, (ii) neither You nor any End User may rely on any Voice/Text Feature to perform such accurate transcription or articulation, and (iii) You and all End-Users shall be responsible for reviewing and/or listening to the original content of any Customer Communication or other media as necessary or appropriate to prevent You, any End User, or any other party from incurring any cost, expense, liability, loss, damage, or harm.



C. IP Network Sufficiency. You acknowledge and agree that (i) the Plan Services require a properly-configured, high performance, enterprise-grade broadband IP network and connection, (ii) use of the Plan Services with any lesser network, services, or connection may result in partial or complete unavailability, interruption, or underperformance of the Plan Services or other services utilising the same network, services, or connection, and (iii) 3G or 4G networks are not recommended for use with the Plan Services. Accordingly, you agree to provide and maintain, at Your cost, an IP network, services, and connection meeting the foregoing standard and all equipment necessary for the Plan Services to connect to and use such network, services, and connection. RingCentral is not liable for any unavailability, interruption, or underperformance of the Plan Services related to your IP network or connection.

D. Use of Third Party Devices. RingCentral does not guarantee or make any representation or warranty that any third party IP telephone or other device will work or be compatible with the Plan Services or support the Plan Services' full performance or quality of service potential or range of features and functionalities.

IX. Promotional Communications and Publications

A. Erroneous Product Information. In its marketing, advertising, offering, and sale of the Plan Services, RingCentral attempts to describe the Plan Services as accurately as possible. Nevertheless, RingCentral does not warrant that any such information about Plan Services, including related software and hardware, is accurate, complete, reliable, current, or error-free. It is possible that such may be inaccurate or out-of-date, such as listing erroneous or out-of-date pricing information or referring to services that are no longer available. Such Information is provided only for customers' convenience and is not part of the Office Agreement or any other agreement with RingCentral.

B. RingCentral Communications. You agree that RingCentral may send, or have sent, to You, Account Administrators, contacts, and/or End Users (i) communications related in whole or in part to the administration, support, Use, Usage, development, or improvement of its services (including without limitation communications related to billing, payment, Usage, purchases and other transactions, Customer Communications, upgrades, updates, installations, new products, security issues, support cases, and/or customer satisfaction) ("**Service Communications**"), (ii) occasional non-bulk sales-related communications, and (iii) other communications solely or primarily designed to market products ("**Marketing Communications**"). RingCentral shall not send Marketing Communications to an Your and/or or Your End Users without providing prior notification and the right to opt out, which You may exercise by following the unsubscribe link in the marketing message or contacting Customer Care as set forth in the Office Agreement.



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You hereby consent to the RingCentral Parties' distribution of Service and Marketing Communications in accordance with this Sub-Section IX(B). In the event that You or any End-User provides RingCentral with any feedback, answers, ideas, comments, or other information in connection with any of the foregoing communications, You hereby grant RingCentral a perpetual, irrevocable, unlimited, worldwide, fully-paid up, royalty free right and licence to use the same.

C. Directory Listing Service. You acknowledge and agree that in the event that You subscribe to the RingCentral directory listing service, the information that You provide in connection with such subscription (i) may be used or reproduced by, or disclosed to, third-parties and otherwise made publicly available, (ii) RingCentral may not be able to have such information or listing removed, altered, updated, or corrected, and (iii) You and End-Users may receive calls, messages, mailings, and other communications as a result of Your participation in the RingCentral directory listing service. You represent and warrant that all information provided by You or any End-User related to any subscription to the RingCentral directory listing service will be true, accurate, and up-to-date and that You shall promptly update any such information in the event that it changes or becomes inaccurate. You hereby authorise and grant the RingCentral Parties a worldwide, irrevocable, non-exclusive, royalty-free, fully paid-up licence to use, disclose, transmit, publish, or publicise, in any medium or technology now or hereafter available, all information that You provide in connection with subscribing to, participating in, or using the RingCentral directory listing service. You hereby release, discharge, and hold harmless the RingCentral Parties from and against any and all liability relating to or arising from any publication or listing of information in connection with Your subscription to the RingCentral directory listing service and any third party's use of the same.

D. Promotional Services. You acknowledge and agree that in the event that RingCentral offers or provides you discounts or promotional services for Your Office Plan or an Account, RingCentral may terminate or modify the scope of such promotional services at any time without notice, unless RingCentral specifically agrees otherwise in writing in connection with its provision of the discounts or promotional services.

X. End User Training.

You represent and warrant that You will ensure that all actual or potential End Users are made aware of and trained with respect to the Office Agreement's terms and conditions, as necessary and appropriate to ensure compliance therewith, before being permitted to access and/or use Your Office Plan, any Account, or the Plan Services, and on an ongoing basis thereafter.



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XI. 30-Day Cancellation for New Purchases.

Customer may cancel any services purchased under this Agreement with written notice to RingCentral within thirty (30) days of the date in which the purchase becomes effective. In the event of a timely cancellation, Customer shall not owe any fees or charges for the services being canceled in respect of any period subsequent to the date of such written notice (except those arising from continued Usage), and shall be entitled to a pro-rata refund of any prepaid and unused fees for the services subject to the cancellation. All purchases are final after 30 days.

XII. Definitions.

Capitalised terms, not otherwise defined herein, have the meaning set forth in the Office Agreement.

A. “Account Data” means Registration Information and the RingCentral-generated logs of calling activity stored within that Account.

B. “Embargoed Area” means a country or region that is subject to a United Kingdom, United States, Canadian, United Nations, or European Union embargo or economic sanctions, including without limitations destinations designated by the UK Foreign & Commonwealth Office, the UK HM Treasury, the United States Government in Country Group E or Part 746 of the Export Administration Regulations (15 CFR Part 730-774), or otherwise subject to territorial sanctions under regulations administered by the United Kingdom Foreign & Commonwealth Office, the United Kingdom HM Treasury, the United States Department of the Treasury, the United States Office of Foreign Assets Control, or other governmental authorities with jurisdiction.

C. “Emergency Services-Enabled Softphone” means a Softphone for which dialing of emergency service numbers (999/112) is supported.

D. “End Point” means a point through which any End User might access and/or use the Plan Services, including without limitation all IP Desk Phones and all Softphones, instances of the RingCentral Mobile or Desktop Applications, and all devices or VoIP infrastructure on which any Softphone or such instance is installed or through which the Plan Services may be accessed or used.

E. “Export Control List” means any list maintained by the government of United Kingdom, the United States or any other country of entities or individuals that are subject to export controls or economic sanctions, including without limitation the United States Commerce Department’s Denied Parties List, Entity List, or Unverified List; the United States Department of the Treasury’s or the United States Office of Foreign Assets Control’s Specially Designated National List; Sectoral Sanctions List; Foreign Sanctions Evaders List; the UK Strategic Export



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Control List; and similar lists of entities, organisations, or individuals subject to export control restrictions or economic sanctions that are maintained by other agencies of the United Kingdom Government, the United States Government, the United Nations, the European Union, or any other governmental authority with jurisdiction.

F. “IP Desk Phone” means a telephony hardware device that uses VoIP to place and transmit telephone calls over an IP network.

G. “Law” means any federal, national, municipal, local, state, or international law, statute, regulation, code, ordinance, or restriction; treaty or convention; or court or administrative ruling.

H. “Legal Process” means any order, subpoena, civil investigation demand, warrant, or other official request, order, or process issued or imposed by or on behalf of any applicable court or other competent authority.

I. “Password Information” means any and all passwords, PINs, IVR PIN codes, security questions or answers, and other access-related credentials related to Your Office Plan or an Account.

J. “Provisioned IP Desk Phone” means an IP Desk Phone that has been successfully provisioned to access the Plan Services, through the provisioning process in the applicable Admin or Customer Portal.

K. “Softphone” means an instance of the RingCentral desktop software application used to access the Plan Services.

L. “Voice/Text Feature” means any functionality or feature of the Plan Services that converts voice content to text content or vice versa.

