# RingCentral® Terms of Service

Last Updated: March 8, 2018

## 1. INTRODUCTION

Terms of Service (the "TOS"), together with the RingCentral privacy notice (the "Privacy Notice") and any other supplementary documents (together, the "Agreement"), constitute the entire agreement between RingCentral Australia PTY LTD, ABN 32 611 310 948, a company registered in Australia ("RingCentral") and you, either as an individual trader, or acting on behalf of any entity that you represent ("You" and "Your"), as the user of the Plan Services, Applications and/or Website. The Agreement governs Your use of the Plan Services, Applications and Website provided by RingCentral. These TOS were previously known as the End User License Agreement and Terms of Service; any references to the "End User License Agreement" or the "EULA TOS" in any RingCentral publications, notices, or agreements refer to these TOS.

By using or accessing the Plan Services, Applications or the Website, You confirm that You accept and will comply with the Agreement. You represent and warrant that: (i) You possess the legal right and capacity to enter into the Agreement with RingCentral and to perform all of Your obligations thereunder; (ii) You are of legal age to enter into this Agreement; (iii) You have full power and authority to execute and deliver any agreement documents and to perform all of Your obligations thereunder; (v) if You accept on behalf of an organisation, You are authorised to bind that organisation, and references to "You" in the Agreement expressly includes, without limitation, the entity You represent; and (iv) You shall be bound by the Agreement.

The text of this agreement, as well as any attending documents, including Annexes, have been drafted in both the English and French languages. However, the prevailing language for its interpretation is the English version.

Any capitalised terms set forth below not otherwise defined have the meanings set forth in Section 26 ("Definitions") below.

## 2. OPERATION AND LIMITATIONS OF THE RINGCENTRAL EMERGENCY 000/112 SERVICE

### A. RingCentral Provides Access to Emergency Calling Services (000/112)

**RingCentral provides access to emergency calling services, allowing most Users to access Emergency Services (000/112).** 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.**

RingEX Users using IP Desk Phones or Softphones can dial 000/112 directly from their IP Desk Phones or Softphone.

Emergency calls placed through the RingEX Mobile Application on a smartphone are automatically routed to the native dialer on the smartphone, and the call will be handled by your wireless service provider if wireless service is available. If your wireless 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 RingEX Mobile Application on tablets or other mobile devices without a native phone dialer and a wireless service plan.

**B. How It Works**

When a RingEX user dials an emergency number on an IP Desk Phone or Softphone, the RingCentral phone number and the Registered Address you have provided is sent to the local emergency responder serving your location. Your “Registered Address” is the address of the physical location where You will use Your Plan Services. In most cases, emergency operators have access to this information; however, in some cases the emergency operator answering the call may not be able to see your RingCentral telephone number or your Registered Address. That might happen if there is a problem validating a Registered Address, if the Registered Address is an international location, or if the Registered Address is in an area that is not covered by the landline emergency dialling network. You should always be prepared to provide the emergency operator with your RingCentral telephone number and Registered Address in case the call is dropped or disconnected. If you are unable to speak, the emergency operator 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 operator receives your telephone number and Registered Address.

**C. Service Limitations**

RingCentral emergency services dialling will not function in the event of an Internet or power outage, if you do not have cellular service (on the RingCentral Mobile Application), or if your broadband, ISP, or RingEX 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 an emergency call. RingCentral emergency service dialling may not be available in all countries.

**D. Registering Your Location**

You agree to register with RingCentral immediately upon activation the address of the physical location where you will use the RingEX service, including each IP Desk Phone and each Softphone. This is your Registered Address. You agree that you will accurately register each individual line through the Account Administrative Portal for the applicable End User. If you or

your End Users move a registered device to a new location, 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 also may update the Registered Address at any time through https://service.ringcentral.com.au. You acknowledge that if you do not update the Registered Address, any emergency calls made from the device may be sent to the wrong emergency response center and will not transmit your current location information to emergency responders, delaying emergency assistance to you. The address update may not take effect immediately. 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 line, and that their End Users are aware of how the Registered Address can be changed.

**E. 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 RingCentral emergency service dialing from Your RingEX IP phone, Softphone, or other equipment. You agree to affix a RingCentral-provided sticker warning that emergency dialing service 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 emergency dialing calls and/or sending text messages to emergency numbers.

**F. 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 dialling 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 response centers support those features, and are factors outside of the RingCentral Parties' control. RingCentral relies on third parties to assist us in routing emergency calls and text messages (where available) to local emergency response centers. RingCentral does not have control over local emergency response centers, 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 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 emergency calling limitations; or (c) the absence, failure, or outage of emergency service dialling using the Office Services for any reason; and (d) the inability of any user of the Office

Services to be able to dial emergency services or access emergency service personnel for any reason.

## 3. PLAN SUBSCRIPTION

### A. Purchase of Plan Services

Pursuant to the terms of the Agreement, You are purchasing a subscription for the Plan Services set forth in Your initial Order, and agreeing to use and pay for the same strictly in accordance with the Agreement for the entire period set out in the initial Order (the "**Initial Term**"). The Initial Term for all Plan Services will renew automatically for successive terms of the same length (each, a "**Renewal Term**") without further action by or notice to You, unless You notify RingCentral customer service of non-renewal at least thirty (30) days before the end of the Initial Term or then-current Renewal Term.

You agree to be financially responsible for Your use of the Plan Services, including the authorised or unauthorised use of Your Account. In order to use the Plan Services, You must have properly configured and working Internet service or broadband connection as set forth in Section 5(A), below. RingCentral does not provide any access to the Internet.

Where your Plan includes access to, or the provision of, Complementary Services, additional terms may apply to Your use of such Complementary Services ("**Additional Terms**"). Additional Terms (as the same may be added, removed or revised from time to time) are located here https://www.ringcentral.com.au/legal/tos.html. You agree to comply with all such applicable Additional Terms (as the same may be updated from time to time) in connection with your use of the Complementary Services.

### B. Account Registration

Upon signing up for the Plan Services and at subsequent times as requested by RingCentral, You or Your End Users may be required to provide Registration Information in order to begin using or to update the Plan Services, activate features, or add or modify an individual lines or extension (e.g., activating an Account or End User or provisioning a device). Subject to and without limiting the Privacy Notice, You hereby grant to RingCentral permission, on a worldwide, perpetual basis, to use Registration Information in connection with the activation, provision, support, improvement, administration, or management of Your Plan Services, as set forth in the Agreement or otherwise permitted by Law. You represent and warrant that all Registration Information provided to RingCentral by or on behalf of You or any End User will be true, accurate, current, and complete, and that You will promptly confirm, update, or supplement Registration Information on file upon RingCentral's request or in the event that such Registration Information changes.

### C. Account Administrators

The End User(s) You designate as Account Administrator(s) of Your Plan Services will have rights to set or modify the settings or preferences of other End Users of Your Account, as well as place additional Orders for Plan Services. You are responsible for all acts and omissions of Your Account Administrators, and any other End Users, including, without limitation, any changes or purchases such individuals may make to Your Account and Plan.

### D. Purchase of Additional Lines

Your Plan Services may include access to, and provision of, Digital Lines as set forth in the applicable Order. Account Administrators may purchase additional Digital Lines for the applicable Account at any time by placing an Order for the Digital Lines through the Admin Portal or by contacting the RingCentral account representative for Your Account. Each additional Digital Line added to Your Account is subject to the terms of the Agreement. The Term of the additional Digital Lines will run conterminously with the Term of Your initial purchase (either monthly or annually renewed, as applicable).

### E. Equipment

All IP Desk Phones and/or equipment related to IP Desk Phones, including but not limited to, handsets, headsets, software installed on or related to those devices, and any other product directly related to IP devices, shall be provided by a third-party vendor. The terms and conditions that govern the use of any equipment, including but not limited to, purchases, warranties, returns, exchanges and claims, can be found at Terms and Conditions of Sale of Hardware. These terms and conditions may be updated by the third-party vendor at any time with or without notice to You and You agree to comply with such terms and conditions at all times.

## 4. CUSTOMER SECURITY POLICY

### A. Password Information Security

You agree that all Password Information 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 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 security features specific to particular Plan Services 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. Without limiting the foregoing, You acknowledge and agree that RingCentral may, from time to time, push software and/or firmware updates and patches directly to your device(s) for installation, and you agree not to take any action or fail to take any action which would prevent RingCentral from doing so.

**D. Account and End User Management**

You agree to maintain sole and exclusive control over Your 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 Plan, including, without limitation, by implementing the following measures and practices:

1. Disable international calling for all lines or extensions for which such calls are not needed or not authorised;
2. Restrict international calling destinations to those that are needed and authorised;
3. 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;
4. Disable attachment of facsimile images, voicemail audio files, Glip messages, and SMS text messages to message notification emails 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;
5. Regularly monitor, review, and scrutinise End User calling and other Account activity, in compliance with applicable telecommunications and privacy Laws (including the Privacy Regulations);

6. Promptly notify RingCentral of Account Security Incidents and provide all reasonable information and cooperation requested by RingCentral in responding to any Account Security Incident; and
7. Implement and train all End Users as to general security controls and practices, as necessary to ensure Your compliance with the Agreement (and, in particular, Section 4).

## 5. SERVICE REQUIREMENTS AND LIMITATIONS

### A. 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 under-performance of the Plan Services or other services utilising the same network, services, or connection; and (iii) 3G, LTE, 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 standards 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 under-performance of the Plan Services related to your IP network or connection.

**IMPORTANT INFORMATION.** If Your IP network or connection fails, Your voice service will also fail. Your service may cease to function if there is a power cut or failure. These failures may be caused by reasons outside of RingCentral's control.

### B. 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. RingCentral has no obligation to disclose, display, or transmit any such information for or in connection with any User Communication. You agree to indemnify and hold harmless RingCentral from any and all third party claims, losses, damages, fines, or penalties arising out of Your breach of this Section.

### C. 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 User 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.

**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.

**E. Use of Mobile Application**

The RingCentral Mobile Application can be configured to make or receive calls on Your 3G, LTE, or 4G network using Your data service, and may result in additional data usage fees from Your mobile service provider. You can disable 3G/LTE/4G calling by configuring the RingCentral Mobile Application to make/receive calls only over a wi-fi connection. Configuring the RingCentral Mobile Application to disable VoIP calling will result in RingCentral making/receiving calls using Your voice connection from Your mobile service provider; this may result in additional voice minute usage fees from Your mobile service provider.

## 6. USE POLICIES

**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. Acceptable Use**

NEITHER YOU NOR ANY OF YOUR END USERS SHALL USE THE PLAN SERVICES FOR ANY ILLEGAL, FRAUDULENT, IMPROPER, OR ABUSIVE PURPOSE OR IN ANY WAY THAT INTERFERES WITH RINGCENTRAL'S ABILITY TO PROVIDE HIGH QUALITY SERVICES TO OTHER CUSTOMERS, PREVENTS OR RESTRICTS OTHER CUSTOMERS FROM USING THE PLAN SERVICES, OR DAMAGES ANY RINGCENTRAL'S OR OTHER CUSTOMERS' PROPERTY.

A breach of obligations in this Section 6 (Use Policies) constitutes a material breach of these TOS such that RingCentral may suspend service, terminate the Agreement immediately, or take any other action RingCentral deems necessary to provide the Plan Services to you and others;

to protect you, the Plan Services, and the RingCentral networks; and to enforce the terms of this Section.

Neither You nor any User may use or allow use of the Plan Services in any of the following ways:

- **Illegal or inappropriate behaviour.** Using the Plan Services in any manner that is illegal, obscene, threatening, harassing, defamatory, libellous, deceptive, fraudulent, malicious, infringing, tortious, or invasive of another's privacy.
    - **Distracted driving.** You are responsible for the safe use of the Plan Services for any End User accessing Your account. You shall require the End Users of Your Plan Services to become familiar and comply with all local laws before using a wireless device and mobile applications while operating a motor vehicle. Never text or use text-based messaging (including Glip) while driving.
- **Spamming.** Sending unsolicited messages or advertisements, including email, voicemail, SMS, or faxes (commercial or otherwise) ('spamming'), or otherwise sending bulk and/or junk email, voice mail, SMS, or faxes without the consent of the recipient.
- **Blasting.** Intentionally engaging 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.
- **Harvesting information.** Harvesting or otherwise collecting information about others, including email addresses, without their consent or in breach of applicable data protection or privacy laws.
- **Auto-dialling.** Performing auto-dialling or 'predictive' dialling (i.e., non-manual dialling or using a software program or other means to continuously dial or place outbound calls) in violation of applicable Law, or in an excessive or otherwise abusive manner.
- **Transmitting viruses.** Negligently, recklessly, knowingly, or intentionally transmitting any material that contains viruses, time bombs, Trojan horses, worms, malware, spyware, or any other programs that may be harmful or dangerous.
- **ID spoofing.** Creating a false Caller ID identity ('ID spoofing') or forged email/SMS address or header, or otherwise attempting to mislead others as to the identity of the sender or the origin of any communication made using the Plan Services.
- **Infringement of rights.** Transmitting any material that may infringe, misappropriate, or otherwise violate the Intellectual Property rights, rights of privacy, personality, or publicity or other rights of third parties.
    - **Derivative Works.** Undertaking, directing, attempting, causing, permitting, or authorizing the modification, creation of derivative works, translation, reverse

engineering, decompiling, disassembling, or hacking of the Plan Services or any other software or hardware provided by RingCentral and used in conjunction with the Plan Services.

- **Illegal communications.** Transmitting any communication that would violate any applicable Law, including but not limited to the Privacy Act 1988 (Privacy Act).
- **Excessive usage.** Utilising the Plan Services in excess of what, in RingCentral's reasonable discretion, would be expected of normal business use, including, without limitation, allowing more than one user to use a single VoIP line or using a single VoIP line in excess of what would be expected of a single user.
    - **Interfering with another customer's use of the Plan Services.** Using the Plan Services in any way that interferes with, disrupts, prevents or restricts other customers' and third parties' use and enjoyment of the Plan Services.
- **Network Interference.** Interfering with, or disrupting, networks or systems connected to the Plan Services.
- **Avoiding compliance.** Using or employing methods and/or devices that are designed or likely to take advantage of, bypass, exploit, or otherwise avoid compliance with the Agreement.
- **Granting rights to third parties with respect to the Plan Services.** Selling; reselling; distributing; leasing; exporting; importing; or otherwise granting or purporting 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.
- **Unauthorised usage.** Undertaking, directing, attempting, causing, permitting, or authorising 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.
- **Circumvention of security measures.** Defeating, disabling, or circumventing any protection mechanism related to the Plan Services.
- **Interception.** Intercepting, capturing, sniffing, monitoring, modifying, emulating, decrypting, or redirecting any communication or data used by RingCentral for any purpose, including, without limitation, by causing 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.
- **Unauthorised repair.** Allowing any service provider or other third party – with the sole exception of RingCentral's authorised maintenance providers acting with RingCentral's express, prior authorisation – 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.

- **Unauthorised Access.** Gaining access to or using (or attempting to gain access or use) any device, system, network, account, or plan in any unauthorised manner (including without limitation through password mining).
- **Trunking**. Engaging in or to allowing 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.
    - **Traffic Pumping.** Engaging on or allowing traffic pumping or access stimulation of calls through Your Plan Services or the RingCentral systems.
- **Using any RingCentral Mark without consent.** Displaying or using any RingCentral Mark in any manner in violation of the applicable RingCentral Party's then-current policies on its trade mark and logo usage or without the applicable RingCentral Party's express, prior written permission, to be granted or denied in that RingCentral Party's sole discretion.
    - **Using any Third Party Mark without consent.** Displaying or using any Third Party Mark without the prior, written consent of the third party that owns the Third Party Mark.
- **Sensitive Data.** Using the Plan Services to store transmit, receive, process, create, or maintain sensitive personal information.

**B. Customer Legal Compliance**

You represent and warrant that all use and usage of Your Account(s), and the Plan Services will at all times comply with all applicable Laws, including without limitation 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 telephone equipment to place certain calls – is regulated by the Privacy Regulations and other Laws. You agree, covenant, and warrant that:

1. You are the creator of the content of, and are solely responsible for determining the destination(s) and recipient(s) of, all outbound User Communications;
2. All content, communications, files, information, data, and other content provided for transmission through Your Account, or the Plan Services will be provided solely for lawful purposes, and in no event shall any User Communication or any content thereof be in violation of the Privacy Regulations or any other Law; and
3. 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.

At RingCentral's sole option and without further notice, RingCentral may use technologies and procedures, including without limitation, filters that may block or terminate such unsolicited advertisements without delivering them.

You agree to indemnify and hold harmless RingCentral, and any third-party provider(s) from any and all third party claims, losses, damages, fines, or penalties arising: (i) out of Your violation or alleged violation of Privacy Regulations and other Laws; or (ii) otherwise related to any voicemail, text, and/or fax spam, solicitations, or commercial messages that You may send and/or receive using the Plan Services.

**D. Export Restrictions**

You acknowledge and agree that the software and/or hardware used in conjunction with the Plan Services may be subject to Laws 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 Area or to any person, entity, or organisation on any Export Control List, 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 authorisation 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 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. RingCentral expressly disclaims all liability with respect to Your recording of telephone conversations.

## 7. 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 available.

### B. Number Porting Policy

RingCentral will use reasonable commercial endeavours to facilitate number transfers or port requests for You, provided it is reasonably practicable to do so and that You comply with the necessary and specific procedures for porting between service providers. You acknowledge and accept that number porting depends on the co-operation of third parties outside of RingCentral's control. Accordingly, You agree that RingCentral will not be liable for the failure or delay of any third party to cooperate in the porting of any telephone number, or for the allegedly unauthorised porting of any telephone number by a third party

All number porting shall be undertaken in accordance with RingCentral's Number Porting Policy, as the same may be updated from time to time, and which is available here (which is incorporated into, and forms part of, the Agreement).

### C. Number Publication by Customer

Neither You nor any End User may publicise, list, or communicate any number that you believe to be assigned to Your Plan 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 verifying that the fees and charges that will be incurred in connection with Use of such number are acceptable to You. You agree to hold harmless all RingCentral Parties arising from or related to Your or any End User's violation of the immediately preceding sentence.

## 8. CHARGES AND PLAN CREDITS

Please note that all prices, Taxes, surcharges, and fees are subject to change at any time. You are responsible for paying all charges for Your Account, including but not limited to (and by way of non-exhaustive examples only) free-phone, local, long distance and international

minutes, additional feature charges, operator assisted charges, and directory assistance charges, and for all Taxes, surcharges, and fees imposed on You or RingCentral as a result of Your use of the Plan Services. If You have a past due balance on previous or multiple accounts, then You will be charged the full balance upon opening a new account or updating Your credit card information on file. RingCentral also reserves the right to charge termination and transfer fees consistent with, as provided in, the Agreement.

**A. Charges and Plan Credits**

RingCentral offers several different Plan options in connection with the provision of the Services. You may change Your Plan at any time; however, a one-time processing fee of (i) A$15 when 'downgrading' an existing Plan to a Plan with lower monthly fees (e.g., a plan with fewer minutes and/or features). In addition, certain Plans may entitle You to receive discounts on equipment used in connection with a particular Service. If You receive any equipment discounts associated with a Plan and subsequently change to an alternative Plan that does not offer those equipment discounts, You agree to reimburse RingCentral, and hereby authorise RingCentral to charge Your credit card on file, or invoice You, as applicable, for such equipment discounts.

**B. Service Availability**

You acknowledge and agree that the products and Services provided by RingCentral may not be available one hundred percent (100%) of the time. Credit allowances for interruption of the Plan Services may only be provided on a case-by-case basis at the sole discretion of RingCentral and shall be Your sole remedy for any Plan Services interruptions or other issues with the Plan Services.

**C. Plan Credits and Minutes**

Some Plans provide for a fixed number of monthly usage minutes ("**Plan Credits**"). If You exceed Your monthly Plan Credits during the course of a month, You may purchase additional Plan Credits as needed. RingCentral may also provide You with certain bonus credit minutes and/or other promotional incentives (e.g., 'tell-a-friend' credits) upon fulfilment of the applicable promotion requirements. As explained below, international calling may be charged at a different rate than domestic calling, and a Plan Credit 'minute' therefore will not entitle You to a minute of international calling ("**International Minutes**").

**D. Metered Calling Plans**

RingCentral offers several monthly metered Plans for some of its products and services. Each metered calling Plan provides You with a freephone or local telephone number and a fixed number of Plan Credits each month for a monthly fee, excluding Taxes, surcharges, and fees. When You exhaust Your initial paid allotment of Plan Credits for Your metered Plan then, unless You advise RingCentral otherwise in writing, RingCentral will automatically bill Your Account for the smallest available bundle of Plan Credits for the applicable Service. Additional minute usage will be debited at the applicable per minute rate(s) for Your metered Plan. However, in

some limited instances, calls placed under a metered Plan may not be counted against Your monthly allotment (e.g., calls made via a local phone number to leave or check voicemail or configure a system and calls answered on a Softphone). Please check the details of Your metered Plan to determine which calls (if any) are not counted against Your monthly minute allotment. For international calling, international rates will apply.

### E. Unlimited Plan

RingCentral offers unlimited monthly Plans for some of its products and Plan Services. An unlimited Plan provides You with a local or freephone telephone number and is subject to the terms and restrictions of the Agreement. If, for any reason, RingCentral believes that Your usage of the unlimited Plan and Plan Services violates the Agreement, then RingCentral may, in its sole discretion with or without notice, either terminate Your unlimited Plan or immediately convert Your unlimited Plan to a metered Plan, as described above.

### F. Value, Ownership, and Expiration of Credits or Minutes

In no event shall any entitlement to freephone minutes, International Minutes, Billing Credit, Plan Credit, or any other type of credit or minute issued to You or applied to an Account (collectively "**Account Credits**") have any monetary value or be exchangeable or exchanged for cash. Account Credits may be applied only to the Account for which they were purchased and/or provided, and may not be sold, transferred, assigned, or applied to any other Account, Plan, or customer. Credited freephone minutes not applied to Usage on the applicable Account during the monthly billing cycle for which they are credited shall expire at the end of such cycle and shall in no event be available for application to Usage occurring during any other period. Other Account Credits shall expire according to the terms of their purchase or provision.

### G. Discounts

From time to time in its sole discretion, RingCentral may offer promotions or discounts. Any promotion or discount codes must be provided to RingCentral upon purchase of the Plan Services. You are not entitled to a subsequent credit for any promotions or discounts if You do not request the promotion or discount credit at the time of Account creation or change of Plan. Promotions and/or discounts may not be used cumulatively or retroactively.

## 9. BILLING AND PAYMENT

### A. Plan Services Fees

The initial Order sets forth the base recurring Plan Fees for the Plan Services and the number of minutes of inbound Usage of any freephone number(s) assigned to an Account, if any, that are included in the Plan Fees for each monthly billing cycle. Any applicable initiation charges, monthly recurring charges, support charges, Taxes, and other fees are billed in full in advance. Termination fees, Usage, international minutes, equipment return fees and transfer charges, if any, are billed in arrears. Upon termination of Your Account for any reason, all unused Account

Credits shall expire in their entirety on the termination date. No refund, transfer or proration shall be made of any unused Account Credits.

**B. Taxes and Fees**

All fees for Plan Services advertised or otherwise listed on the Website are exclusive of any Taxes. You agree to pay all Taxes and similar liabilities that may now or hereafter be levied on the Plan Services and related software or hardware by any Law, as well as any administrative and recovery fees and charges levied on the Plan Services by RingCentral, whether or not mandated by Law. Should RingCentral pay or be required to pay such liabilities (including any Taxes that were due but not charged or previously collected), You agree that RingCentral may charge Your credit card on file or invoice You, as applicable, for such payments upon receipt of an invoice and showing of indebtedness to RingCentral.

**C. Billing for Mid-Year or Mid-Month Transactions**

In the event that any purchase, transaction, or event involving or resulting in an annually-incurred or monthly-incurred Plan Fee occurs subsequent to the beginning of an applicable billing cycle, RingCentral may at that time bill You a pro-rated amount for the remainder of the then-current cycle and thereafter bill You conterminously with each subsequent cycle.

**D. Late Fees**

You agree and acknowledge that time is of the essence for payment of all fees and charges. Any fees or charges not paid when due shall incur interest at a rate of the lesser of: (i) one and a half percent (1.5%) per month or; or (ii) the highest rate allowed by Law. RingCentral's acceptance of late or partial payments (regardless of how they are marked or designated (including without limitation as 'Paid in Full', 'Accord and Satisfaction', or similarly)) shall not waive, limit, or prejudice in any way RingCentral's rights to collect any amount due. RingCentral may terminate the Plan Services and the Agreement for non-payment if any fees or charges are not paid within thirty (30) days of the due date.

**E. Form of Payment**

All fees and charges are payable to RingCentral by cheque, credit or debit card, or direct debit. You agree to be liable for any charges or deductions imposed on RingCentral by Your Bank for any credit card chargeback or cheque or other payment returned for non-payment.

When You subscribe to Plan Services, You will provide us with a payment method, such as a valid credit card or direct debit information for invoicing (if You are pre-approved by RingCentral in its sole discretion to be billed via invoice) and, if applicable, authorise RingCentral to collect from the payment method provided. Any authorisation to charge a provided credit card or direct debit will remain valid until thirty (30) days after You withdraw the authorisation, or immediately upon provision of a replacement valid credit card or direct debit information. Upon termination of the Agreement, RingCentral will charge You any fees and any other outstanding charges and disconnect Your Plan Services. You agree to advise

and notify us of any changes to Your payment method, such as credit card or debit card account number or expiration date changes. If the credit card, direct debit or other payment method on Your Account is declined or fails for any reason, RingCentral will use reasonable efforts to contact You and advise You of the failed billing attempts.

Notwithstanding the foregoing, RingCentral reserves the right to disconnect Your Plan Services and terminate Your Account if Your payment method is declined or fails for any reason, or if You withdraw authorisation to charge a valid credit and do not provide an alternative payment method, and RingCentral reserves the right to continue to attempt charging Your credit card for any outstanding charges and additional fees and pursue any other legal remedies available to RingCentral.

**F. Disputed Amounts**

You will waive the right to dispute any billed amount if You do not dispute such amount within thirty (30) days of the date of its billing. If You fail to provide a written statement explaining in reasonable detail Your reasons for disputing the charge within such time period, You hereby irrevocably waive any objection and further recourse with regard to such charges. In the event that You timely dispute a billed amount and RingCentral confirms that You were over-billed, RingCentral shall credit the applicable Account in the amount of the over-billing ("**Billing Credits**"). Billing Credits shall be RingCentral's sole and exclusive obligation and Your sole and exclusive remedy with respect to any erroneous billing.

Notwithstanding the foregoing, if You request Your bank or credit card company to perform a chargeback or to decline to process a cheque without first contacting RingCentral to dispute the charge, and RingCentral subsequently determines that the charges at issue are not erroneous, RingCentral reserves the right to terminate Your Account immediately and take any available legal action.

You are solely liable for any transactions or usage on Your Account, whether by You, any End User, or any other user of Your Plan Services, and in no event shall RingCentral be liable for any unauthorised use of Your Account.

## 10. PRIVACY AND DATA

RingCentral respects Your privacy and You can review RingCentral Privacy Notice for more information on what data RingCentral collects.and for the purposes it is collected.

**A. Data Protection Responsibilities**

To the extent that RingCentral processes any personally identifiable data that You or Your End Users transmit, receive, and/or store ("Client Personal Data) in the course of providing the Plan Services to You. Accordingly, RingCentral shall: (i) process Client Personal Data in accordance with Your instructions, as set out in these terms; and (ii) shall utilize appropriate technical and organizational measures to protect Client Personal Data from and against accidental or

unlawful destruction, accidental loss, alteration, unauthorized disclosure or access, and against all other unlawful forms of processing.

Notwithstanding the foregoing, You acknowledge and agree that: (a) RingCentral may process Client Personal Data for the purpose of creating anonymized, aggregated analytical reports; (b) that, in accordance with applicable law, RingCentral processes communications metadata for the purpose of transmitting communications; and (c) that RingCentral shall process Your Account Data in compliance with applicable data protection laws.

**B. Access to Account Data and Client Personal Data**

You and Your End Users can obtain Account Data and any stored Client Personal Data at any time by entering Your login credentials in the relevant RingCentral Administrative portal, subject always to RingCentral's obligations under this Agreement and applicable Law.

**C. Export of Account Data or Client Personal Data**

You acknowledge and agree that RingCentral will not be responsible for any Account Data, stored Client Personal Data, or other information or materials that you choose to export from your Account or the Plan Services, and such information and materials will no longer be subject to or protected by RingCentral's security controls once exported. 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.

**D. No responsibility to store Account Data or Client Personal Data**

You acknowledge and agree that: (i) RingCentral and its Affiliates shall have no obligation to store, retain, back-up, or ensure the availability or storage of Client Personal Data and/or Account Data; (ii) to the extent that You wish to retain any Account Data, Client Personal Data or other information relating to Your Plan, an Account, or the use thereof, You shall ensure that such information is downloaded, saved, and/or backed-up outside of Your Account, as necessary or appropriate for Your and/or the End-Users' purposes; (iii) You shall not rely on Your 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 Client Personal Data 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 this 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.

## 11. SENSITIVE PERSONAL INFORMATION

**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 information or other sensitive personal data. You represent and warrant that Your Plan and Your Plan Services will not be used for such purpose. **RingCentral specifically makes no representation, warranty, or guarantee that the Plan Services, the Account(s), or the products (or the use of any of the foregoing by any party) comply or will comply with any Law designed to protect health or other sensitive data.**

## 12. 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 Plan Services, any Account, any numbers assigned to an Account, or any Account Data or other information related to an Account or Your Plan Services ("Account Ownership Disputes"). In the event of any Account Ownership Dispute, RingCentral shall be authorized to take any course of action that it deems to be appropriate, including without limitation declining to take any action.

## 13. CUSTOMER SUPPORT AND FEEDBACK

If You have a customer support issue, You may visit https://support.ringcentral.com.au or open a case with RingCentral Global Customer Care ("Customer Care") at https://support.ringcentral.com.au/s/contact-support?language=en_AU. Any End User contacting Customer Care may be required to provide certain verifying information (e.g., the answer to a security question on file) to receive support from Customer Care, and Customer Care may limit the level of support that it will provide or scope of information that it will disclose or confirm to any inquiring End User based on the scope of his or her Account rights or permissions.

### A. Basic Customer Support Services

RingCentral will make basic customer support available to its customers via its call center, which will be available to attempt to resolve technical issues with and answer questions regarding the implementation or use of the Plan Services. Basic customer support services shall not include, and RingCentral shall have no obligation hereunder to perform, any of the following: (i) on-site support; (ii) implementation of any software or hardware; (iii) configuration of any device; (iv) dedicated representative support; or (v) network or third party equipment support

For clarity, any customer with more than two hundred fifty (250) employees shall be responsible to provide Helpdesk support to End Users. Helpdesk support (hereinafter

"Helpdesk") means the logging of calls, managing End User's relations and answering initial inquiries including technical questions about the Plan Services that require an explanation of a feature, function, error message, installation or system administration. The Helpdesk support will be responsible to take and evaluate a reported technical issue, resolve any issue within its control, and when unable to fix the problem, may route the issue to RingCentral. Helpdesk will act as the interface between RingCentral and the End Users. RingCentral may require customer's Helpdesk support personnel to complete a series of training courses on RingCentral's products.

**B. Premium Customer Support Services**

Additional premium customer support services are available to customers who have at least two hundred fifty (250) employees, at an additional cost and subject to additional terms and conditions related to RingCentral's professional services. Please contact your sales representative or Customer Care to inquire about implementation services or premium support services.

## 14. ADDITIONAL TERMS AND CONDITIONS FOR RINGCENTRAL GLOBAL OFFICE

If You have subscribed to RingCentral's Global Office ("**RGO**"), this section sets forth additional terms and conditions concerning RGO.

Additional updates or notices related to Your services in RGO countries are available at https://www.ringcentral.com/legal/policies/global-office-countries.html.

**A. Registered Address Required**

A Registered Address is required in most jurisdictions. You and Your End Users shall use the Plan Services at the Registered Address provided for the relevant Digital Line.

**B. Emergency Service Limitations.**

RingCentral provides access to emergency calling services in many, but not all, countries in which RGO is available, allowing most RingEX Users to access Emergency Services (000/112 in Australia, 911 in the United States and Canada, 999/112 in the United Kingdom and throughout the European Union, 999/995/993 in Singapore, and any other applicable Emergency Services number). 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 wireless telephones. Access to emergency calling services in RGO countries, where available, is subject to the limitations set forth in Section 2 (Operation and Limitations of the RingCentral 911 Service) above. **It is strongly recommended that You have an alternative means for placing emergency calls available at all times**.

**C. Disclaimer of Liability for Emergency Services in RGO Countries.**

You represent and warrant that You have made available and will maintain at all times traditional landline and/or mobile network telephone services that will enable users of Your RingCentral Services to call 000/911/112/999 and/or any other applicable Emergency Services number. You represent and warrant that You will not use the RingCentral Services in environments requiring fail-safe performance or in which the failure of the RingCentral Services could lead directly to death, personal injury, or severe physical or environmental damage.

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.

- 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.

**D. RGO Service Provided in Connection with Home Country Service.**

RingCentral will provide RGO Service to You only in connection with Your Plan Service in the Home Country. You represent and warrant that: (i) You have a presence in the Home Country and will continue to have a presence in the Home Country throughout the term of these TOS; and (ii) that Your purchase of RGO Service is in connection with Your subscription to Plan Services in the Home Country. RingCentral may immediately terminate Your RGO Service if You no long have any lines or Plan Service in the Home Country.

You acknowledge and agree that all billing for the RGO service will be done in the Home Country using the Home Country's currency. customer agrees, at all times during the term of these TOS, to provide a billing address located in the Home Country.

You acknowledge and agree that all documentation, licenses, and services in connection with RGO Service will be provided only in English and governed by the Law of the Home Country

**E. Relationship with Local Providers**

In connection with the provision of the Global Office Services, RingCentral relies on local providers to supply certain regulated communication services to you, for example (1) for the provision of local telephone numbers within local jurisdictions, (2) to enable you to place local calls within local jurisdictions, and (3) to enable You to receive calls from non-RingCentral numbers on Your Global Office telephone number, by connecting with the local public switched telephone network. You hereby appoint RingCentral as your agent and attorney, and such

appointment is coupled with an interest and is irrevocable, to conclude and enter into agreements with Local Partners on your behalf to obtain such services from the local provider.

Compliance with the terms of this Agreement is essential to legally obtaining Global Office services. You represent and warrant at all times that you shall not do or omit to do anything which may cause RingCentral to breach or violate any applicable Law, or otherwise expose RingCentral to liability.

## 15. ADDITIONAL TERMS FOR RINGCENTRAL GLIP

The Plan Services include the use of RingCentral Glip ("**Glip**"), this section sets forth the additional terms and conditions governing the use of Glip. These terms may have different meanings when not applied to Glip.

Definitions Specific to Glip: for the purposes of this Section 15 (RingCentral Glip) only, the following terms are defined as follows:

- "**Customer Data**" means any information provided by customer to RingCentral, or data that is uploaded and/or shared through Glip, including without limitation, conversations, files, schedules, tasks, agent names, phone numbers, text messages, email addresses, skills, and work performance metrics, or any other content provided by customer. It shall also be defined as the contact history, which is a record of the transactions processed by RingCentral Glip. Items in contact history may include automatic number identification, caller identification, point of contact information, the contents of any recorded call and other miscellaneous information from contact types such as chat, text, e-mail, or other work items.
- "**Customer Contact Data**" includes the names, addresses, phone numbers, email addresses and other information that users shared on Glip.
- "**Customer Content**" means any information that is transmitted through, stored in, or processed by Glip that is generated by (a) customer or (b) a third party interacting with customer through Glip. Customer Content includes, without limitation, any files a customer uploads to Glip, notes a customer posts to Glip, and the contents of any conversations in which customer engages through Glip

### A. Customer's Responsibilities Specific to Glip

In addition to any of the customer responsibilities under Section 6 (Use Policies), customer agrees that any use of Glip shall also be governed by the following:

- Customer is solely responsible for any and all content which is posted, accessed, shared or used through Glip;

- Customer shall not upload or distribute in any way files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of Glip or any other RingCentral system, or any third-party's computer, system or network;
- Customer shall not misrepresent the customer's or its End User's identities to other users of Glip, RingCentral's Plan Services, or any third party through the Plan Services;
- Customer shall not use the Glip to send unsolicited commercial e-mail ("**UCE**") to any person (UCE includes, without limitation, any e-mail that is sent to a person whom customer has no prior business relationship or who has not consented to receiving the communication, and any other e-mail communication that violates any Applicable Law prohibiting the transmission of spam);
- Customer shall not use Glip to transmit, receive, store, process, create or maintain PHI;
- Customer shall not use Glip to infringe the rights of others, including without limitation transmitting, distributing, storing, or processing Customer Content in Glip in violation of a third party's Intellectual Property Rights;
- Customer shall not use Glip to interfere with other End Users, agents, services, or equipment of Glip;
- Customer shall not use Glip to interfere with the integrity or performance of RingCentral's Plan Services or any third-party data contained in Glip or transmitted through the Plan Services;
- Customer shall not use Glip to make available any unsolicited or unauthorized advertising, promotional material, or any other form of solicitation, including without limitation in violation of the TCPA, CRTC, EC Directive, or the SCA, CMCA and PDPA, or any other similar law, rule or regulation;
- Customer shall not use Glip to manipulate any identifiers to disguise the origin of any communication transmitted through Glip or the Plan Services; and
- Customer may not use manual or automated devices, software, or other processes to crawl or spider web pages provided by or on behalf of RingCentral, including without limitation those provided in connection with Glip.

**B. Proprietary Rights Specific to Glip**

**Customer Data.** As between RingCentral and customer, all title and Intellectual Property rights in and to the Customer Data and Customer Content is owned exclusively by customer. Customer hereby grants a royalty-free, fully paid-up, worldwide, limited, non-assignable, non-sublicenseable right and licence to RingCentral and its affiliates and subcontractors to copy, duplicate, transmit, process, and use Customer Data and Customer Content to provide services to customer in connection with customer's subscription to Glip.

**Customer Content.** All Customer Content that is posted, accessed, shared or stored through Glip is solely the responsibility of the customer. RingCentral makes no representation, warranty, assurance, guarantee or inducement of any kind with respect to the Customer Content, including without limitation, any warranty of accuracy or completeness, merchantability or fitness for a particular purpose, or with respect to the non-infringement of trademarks, patents, copyrights, mask protection rights or any other intellectual property rights, or other rights of third persons or entities. RingCentral will use commercially reasonable efforts to ensure the confidentiality of Customer Content. RingCentral shall in no way be liable to customer in the event third parties have access to Customer Content because customer has provided such access.

**Customer Identity.** RingCentral makes no representation, warranty, assurance, guarantee or inducement of any kind with respect to the identity of End Users with whom customer may interact when using Glip, the authenticity of any profile or other information that End Users may provide about themselves, or any relationships that End Users purport to have.

**Generally.** Any Customer Data or Customer Content that is found to be, or that RingCentral suspects is, in violation of these Online Terms may be removed by RingCentral with or without notice to customer or any End User of Glip.

**C. Theft of Glip Services; Notices to RingCentral**

Customer is responsible for monitoring customer's and all End-User's use of Glip for possible unlawful or fraudulent usage. customer shall notify RingCentral immediately if customer becomes aware or has reason to believe that its services through Glip are being stolen or fraudulently used. customer acknowledges and agrees that customer's failure to notify RingCentral may result in the termination of the Plan Services and additional charges to customer. RingCentral shall not be liable for any damages whatsoever resulting from fraudulent or unauthorized use of customer's account. Customer shall be liable for all use of Glip through its subscription, including any and all stolen Plan Services or fraudulent use of Glip.

**D. Data Storage and Management Specific to Glip**

Glip uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the service. Glip owns all Intellectual Property relating to Glip software application and the Glip services. Customer retains all rights to customer's data that customer provides to RingCentral pursuant to customer's use of Glip.

Customer acknowledges and agrees that its data may be stored in servers located in the United States, Canada, United Kingdom, Switzerland or in any other country, depending on decisions made by RingCentral or its storage providers in their sole discretion. RingCentral shall take reasonable precautions—including, without limitation, technical, administrative and physical measures—to safeguard customer's information. RingCentral shall use commercially reasonable technical safeguards such as firewalls and data encryption to secure customer's

data. Customer acknowledges and agrees that RingCentral may authorize access to personally identifiable information, including without limitation email addresses, for those employees, contractors and agents who need to know that information in order to operate, develop or improve RingCentral's services.

RingCentral may destroy all Customer Content thirty (30) days after the deactivation of customer's subscription to Glip Services.or the Plan Services, if applicable.

**E. Collection and Use of Customer Contact Information Through Glip**

RingCentral collects the e-mail addresses of individuals who communicate via Glip, or communicate with RingCentral via e-mail. RingCentral collects information on web pages End Users access or visit, and information volunteered by the End User. This may include, but is not limited to things like consumer survey information and site registrations.

Customer Contact Data provided by End Users is available to other users within Glip operating within customer's domain, or to external users when invited by someone within customer's domain. RingCentral uses Customer Contact Data to enable the Glip Services to function properly, to complete exchanges of information between End User of Glip, to administer customer's account, to improve the Plan Services and to detect and prevent fraud. RingCentral may also use Customer Contact Data to contact customer to provide customer with information about the Plan Services, including information about security or other technical issues, or to request feedback or input.

## 16. INTELLECTUAL PROPERTY INFRINGEMENT

**A. No Obligation to Monitor**

Materials may be made available via the Plan Services by third parties not within RingCentral's control. RingCentral is under no obligation to, and does not, review content transmitted, sent, or received using Plan Services for purposes of determining Intellectual Property infringement. Notwithstanding the foregoing, RingCentral reserves the right to terminate access to the Plan Services if a user infringes third party Intellectual Property rights, and will, in appropriate circumstances, terminate access to the Plan Services if RingCentral determines that a user is a repeat infringer.

**B. Takedown Requests**

Upon good faith belief that copyrighted content transmitted via RingCentral is infringed, the copyright owner or its agent may send RingCentral a notice requesting removal of the infringing content or blocking access to it. Also, the party against whom a notice of copyright infringement has been filed may submit a counter-notice. Notices and counter-notices may be sent to RingCentral's registered copyright agent at the following postal address or optionally our email address:

RingCentral, Inc.
20 Davis Drive
Belmont, CA 94002
USA
legal@ringcentral.com

The notice must include: (i) an electronic or physical signature of the owner (or person authorised to act on behalf of the owner) of the copyrighted work; (ii) a description of the copyrighted work that is claimed to have been infringed upon; (iii) information reasonably sufficient to permit RingCentral to locate the copyrighted work; (iv) address, telephone number, and e-mail address of the owner of the copyrighted work; (v) a statement by the owner of the copyrighted work or its agent asserting good-faith belief that the use in question is not authorised by the copyright owner, its agent, or the Law; and (vi) a statement by the owner of the copyrighted work or its agent that the foregoing information in the notice is accurate and affirming ownership of the copyright or authorised to act on the copyright owner's behalf.

Any notice or counter-notice must be truthful, complete and accurate. A false notice or counter-notice may give rise to personal liability. Parties should seek the advice of legal counsel before submitting a notice or counter-notice. Upon receipt of the notice, RingCentral may make a good faith attempt to transmit the notice to the party who has transmitted or received the allegedly infringing copyrighted work, and to transmit any counter-notification to the complaining party. RingCentral may, at its sole discretion, suspend, terminate, or disconnect access to, and use of, the Plan Services or an Account if it is deemed that such party has engaged in more than one instance of copyright infringement.

## 17. END USER LICENCE & RESTRICTIONS

### A. Limited Licence

Subject to, and conditional upon Your compliance with, the Agreement, RingCentral grants to You and Your End Users a limited, personal, revocable, non-exclusive, non-sub-licensable, non-assignable, non-transferable, non-resellable licence to use the software and hardware provided in conjunction with the Plan Services during the Term in strict accordance with the Agreement and solely for Your own internal business use. All licence rights granted herein or in connection with any software or hardware shall immediately terminate upon termination or expiry of the Term. You acknowledge that misuse of RingCentral software or hardware may violate third party Intellectual Property in the software and/or hardware provided in conjunction with the Plan Services.

### B. RingCentral's Intellectual Property Rights

You agree that all rights, title and interest in and to all Intellectual Property in the Plan Services, Applications, Website and any software or hardware used in conjunction with the foregoing,

and any marketing materials or other documentation provided in connection with the Plan Services are owned exclusively by RingCentral, its Affiliates or their licensors. Except as expressly provided herein, the limited licence granted to You under the Agreement does not convey any ownership or other rights, express or implied, in the Plan Services, Applications, Website or any marketing materials or other documentation provided in connection with the Plan Services, or in any Intellectual Property. All rights not expressly granted herein are reserved and retained by the RingCentral Parties and their licensors, and no Intellectual Property or other rights or licences are granted, transferred, or assigned to You, any End User, or any other party by implication, estoppel, or otherwise.

**C. Use and Disclosure of Intellectual Property**

You represent, warrant, covenant and agree that You shall not disclose or use any of the Intellectual Property in the Plan Services, Applications, Website, any software or hardware used in conjunction with the Plan Services, or any marketing materials for any purpose following termination of the Plan Services or the limited licence granted under the Agreement.

**D. New Versions of the Software**

RingCentral, in its sole discretion, reserves the right to add, remove, or modify features or functions, and to provide fixes, updates and upgrades to the Plan Services without notification to You. You acknowledge and agree that RingCentral has no obligation to make available to You any subsequent versions of the Plan Services; provided, however, RingCentral shall make available to You any such features, functions, fixes, updates and upgrades and subsequent versions of the Plan Services that RingCentral makes generally available at no additional charge to customers who subscribe to the same edition of the Plan Services purchased by You. In addition, You and RingCentral acknowledge that no third-party has any obligation whatsoever to furnish maintenance or support services with respect to the Plan Services and that RingCentral is solely responsible for the provision of maintenance and support as provided in these TOS and to the extent such maintenance and support is required under applicable Law.

**E. Publicity Rights**

You agree that RingCentral may identify You as a user of the Plan Services in its business deals, press releases, marketing materials, electronic, printed, and broadcast advertising, newsletters, mailings, tradeshows, other promotional materials, on the Website, or any other third-party website where RingCentral or its designated agents may promote the Plan Services; accordingly, You hereby grant RingCentral and its agents an irrevocable, perpetual, worldwide, non-exclusive, fully paid-up, royalty-free licence (with right to sublicense) to use, reproduce, publish, and display Your name, trade marks, service marks, designs, logos, and symbols in connection with such purpose.

## 18. CHANGE

**A. Service Changes**

You understand and agree that RingCentral may make upgrades or changes to the Plan Services which will not materially diminish the functionality of the Plan Services without prior notice to You. In the event that a change to the Plan Services would, in RingCentral's reasonable discretion and judgment, permanently and materially diminish or impair the functionality of the Plan Services (a "**Change**"), and such Change is unacceptable to You, You may terminate the Plan Services without penalty within thirty (30) days of becoming aware of the Change by contacting RingCentral global Customer Care at https://support.ringcentral.com.au/s/contact-support?language=en_AU. Any use of the Plan Services after such date will be deemed Your acceptance of the Change.

**B. Future Changes to these TOS**

RingCentral may change the terms of these TOS from time to time upon delivery of electronic or written notices to You. RingCentral generally provides written notice of changes to Your Account, including these TOS and any other legal agreements, via email, electronic notice on the Website or Your Admin Portal, or on Your billing statements, or as otherwise required by applicable Law. You agree to carefully read and review each such e-mail notice, electronic notice, and billing statement from RingCentral fully regarding any such notices of changes to Your Account.

Subject to applicable Law, the modified terms shall replace and supersede all previously agreed to electronic and written terms, as well as any prior versions of these TOS and become binding on You on the later of the date they are posted on the Website or as otherwise indicated in the notice to You. You agree that You are solely responsible for: (i) making sure that Your registered email account is current and functional; (ii) checking Your registered email account regularly; (iii) checking the Website and the Admin Portal regularly; and (iv) making sure that RingCentral communications are not blocked or rendered undeliverable by You, Your computer, any software installed on Your computer, Your Internet service provider, or for any other reason. Continued use of the Plan Services will constitute Your acceptance of the modified terms. If the terms of these TOS are amended and You do not wish to accept the modified terms, You may terminate these TOS pursuant to, and in accordance with Section 19.

**C. Promotional Services**

You acknowledge and agree that in the event that RingCentral offers or provides You discounts or promotional services for Your Plan Services 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.

## 19. TERMINATION

**A. Monthly Plan Customers**

For monthly Plan customers, You may cancel or terminate Your use of the Plan Services with or without cause at any time by calling customer service at the local number for customer service which can be found at https://support.ringcentral.com.au/, subject to the restrictions and fees provided in the Agreement, and any additional agreements governing the products or Plan Services.

**B. Annual Plan Customers**

For annual Plan customers, You are purchasing the Plan Service for the full length of the applicable Term. You have thirty (30) days from the date of purchase for a pro-rated refund. After thirty (30) days, if You terminate the Plan Services prior to the end of the Term, subject to applicable Law, You are responsible for all charges for any remaining time left on the Term as if You remained a customer through the end of the then-current Term, including, without limitation, outstanding charges, unbilled charges, Taxes, and fees, including any applicable disconnection fee. In addition, You will not be entitled to a refund for any unused portion of prepaid Term charges

**C. Generally**

You understand and agree that RingCentral may at any time, and without additional notice to You, terminate, modify, suspend, disconnect, discontinue, or block access to some or all of the features of the Plan Services if:

- RingCentral determines or reasonably suspects that You have materially breached the Agreement;
- RingCentral determines that You have created or caused to be created multiple free accounts;
- RingCentral determines that You have used a fraudulent credit card or direct debit information to pay for Plan Fees on Your Account;
- RingCentral determines that You have verbally insulted, abused, or harassed any of its employees, contractors, agents, or other representatives;
- You did not or will not reasonably comply or cooperate with any applicable Law, or RingCentral is made aware of allegations of the same;
- RingCentral is ordered by law enforcement or other government agencies to suspend or terminate the Plan Services to Your Account;
- You bring any legal action or proceeding, including without limitation in any court, regulatory, or administrative body, arbitral body, or mediator, against RingCentral;
- You file a petition in bankruptcy or insolvency, or if a petition in bankruptcy or insolvency, is filed against You and such petition is not dismissed within thirty (30) days

after the effective filing date thereof, or a trustee or receiver is appointed over any of Your relevant property;

- RingCentral determines that such action is necessary to protect, maintain, or improve the Plan Services; to prevent fraud or misrepresentation by affirmative acts and/or omissions; to protect RingCentral, its customers, or other third parties affiliated with RingCentral; or for any other good cause;
- You violate applicable Law or any of the Use Policies located at Section 6 of these TOS; or
- As otherwise contemplated by the Agreement.

Upon any termination or suspension of Your Account, RingCentral may immediately deactivate or delete Your Account and all related information and files in Your Account and/or restrict any further access to such files, information or the Plan Services.

RingCentral shall not be liable to You or any third party for any reason for terminating or suspending Your use or access to the Plan Services.

If You or RingCentral terminate or suspend Your right to use the Plan Services, You shall not be entitled to any refund or pro ration of any pre-paid amounts, Account Credits, or other amounts paid to RingCentral prior to the termination or suspension date.

**D. 30 Day Cancellation for New Purchases**

Customer may cancel any new 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 cancelation, 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 cancelation. All purchases are final after 30 days.

## 20. WARRANTY DISCLAIMER

RingCentral warrants that it shall provide the Plan Services with reasonable skill and care, within a reasonable time and substantially as described in this Agreement. To the extent permitted by law, the Plan Services are provided “as is” and “as available,” and RingCentral makes no promises or warranties, express or implied in relation to the Plan Services. Specifically and without limiting the foregoing in any way, RingCentral disclaims any warranty: (i) that any product or service will meet any particular requirements; (ii) that any product or service will be uninterrupted, timely, secure, error-free, or that any defects in any product or service will be corrected; or (iii) relating to the accuracy or reliability of the results obtained through use of your Plan Services, any Account, or any product or any user communications,

data, information, or content downloaded or otherwise obtained or acquired through the use of any of the foregoing. The parties agree, and it is their intention, that in no event shall any warranty provided by Law apply unless required to apply by applicable statute notwithstanding their exclusion by contract. Without limiting the foregoing, You acknowledge and accept that certain Plan Services require You to have a stable, reliable and high-quality Internet connection at all times and RingCentral will not be liable for Your inability to properly access or use the Plan Services resulting from no or poor Internet connectivity.

Some jurisdictions do not permit the disclaimer of certain implied warranties, so certain of the foregoing disclaimers may not apply to You. To the extent that RingCentral cannot disclaim any such warranty as a matter of applicable Law, the scope and duration of such warranty will be the minimum permitted under such Law.

In its marketing, advertising, offering, and sale of the Plan Services, RingCentral attempts to describe the Plan Services as accurately as possible. Nevertheless, to the fullest extent permitted by Law, 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 these TOS or any other agreement with RingCentral.

## 21. LIMITATION OF LIABILITY

### A. Consequential Damages

In no event shall RingCentral be liable to You or any third party for loss of use, data, equipment, products, business opportunities, or profits; or special, exemplary, indirect, incidental, consequential, reputational, or punitive damages of any kind, however caused and whether arising under contract, warranty, tort (including negligence or strict liability), or any other theory of liability, even if RingCentral has been informed in advance of the possibility of, or could have foreseen, such costs, losses, or damages.

### B. Direct Damages Cap

EXCEPT AS SET FORTH BELOW, RINGCENTRAL'S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE PLAN FEES PAID HEREUNDER DURING THE CALENDAR YEAR IMMEDIATELY PRIOR TO THE YEAR OF THE EVENT(S) GIVING RISE TO THE LIABILITY.

### C. Scope and Exceptions

The limitations and exclusions set forth in Section 21.B of this Agreement:

- Shall not disclaim, limit or exclude, liability for death or personal injury caused by a party's negligence or the negligence of a party's employees or agents, or for fraudulent misrepresentation;
- Shall apply to the fullest extent permitted by Law;
- Shall not disclaim, limit, or cap Your obligation to pay any fees or charges or other amount owed to RingCentral or any damages to which RingCentral is entitled under applicable Law for infringement of Intellectual Property;
- Reflect the allocation of risk between the parties; and
- Shall survive termination or expiration of the Plan Services and apply in any and all circumstances, including without limitation in the event of any failure of the essential purpose of any limited warranty provided herein.

Some jurisdictions do not allow certain limitations of liability, so certain of the foregoing limitations may not apply to you.

## 22. INDEMNIFICATION

To the maximum extent permitted by applicable Law, You shall indemnify and hold harmless, individually and collectively, RingCentral, its affiliates, agents, resellers, and other providers who furnish goods and services to You in connection with the Plan Services, and their officers, directors, managers, employees, and shareholders (the "**Indemnified Parties**") from and against any and all liability, claims, losses (including loss of profits, revenue and goodwill), damages, fines, penalties, injuries to persons or property, costs, and expenses (including reasonable legal fees and dispute resolution expenses) arising from or related to: (i) the use of or reliance upon the Plan Services by You or any third party acting with Your permission, knowledge, authority or direction; (ii) a breach of the Agreement by You, or any End User; (iii) any negligent acts, omissions to act or wilful misconduct by You or any third party acting with Your permission, knowledge, authority or direction; (iv) the inability to use the Plan Services or failure or outage of the Plan Services for any reason, including but not limited to those related to calling, 999/112 or other emergency responders; (v) the use of the Plan Services in connection with a violation of any Law; or (vi) the misappropriation, breach, violation, or infringement of any right, title or interest of any third party, including but not limited to, contractual rights, Intellectual Property rights, rights of privacy, and rights of publicity and personality.

## 23. DISPUTE RESOLUTION

In the event of any dispute, claim, question, or disagreement between You and RingCentral or any RingCentral Affiliate ("Dispute"), You and RingCentral shall first use reasonable efforts to

settle the dispute, claim, question, or disagreement. To this end, You and an authorised member of RingCentral's legal department (or other representative of RingCentral designated by the legal department) shall consult and negotiate with each other in good faith and, recognising their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Neither You nor RingCentral shall file or pursue any Disputes in any court, administrative, arbitral, or other adjudicative body prior to engaging in such consultations and negotiations.

If You are a small business customer whose Home Country is Australia, then please also consult I. RingCentral is a member of the Telecommunications Industry Ombudsman Limited (TIO). This is an independent body set up to help resolve any problems with the Plan Services we provide and the service you receive. For more information on how to refer a dispute or complaint to TIO at www.tio.com.au.

## 24. ADDITIONAL TERMS FOR DIRECTORY ENQUIRIES SERVICE

RingCentral offers a directory assistance listing service ("**Directory Assistance Listing**") associated with Your assigned Account, for which the following additional terms shall apply.

By subscribing to Directory Assistance Listing, RingCentral will share certain information about Your Account with third-parties as reasonably necessary to provide phone directory assistance ("**Listing Information**"). This information may include, without limitation, Your company name, address, and phone numbers. This information will be published in, and made publicly-available through, third-party directory assistance listing services, to be selected by RingCentral or third-party service providers in their sole discretion. You hereby permit and grant RingCentral a worldwide, irrevocable, non-exclusive, royalty-free, fully paid-up licence to use and disclose the Listing Information for these purposes. You further acknowledge that by subscribing to Directory Assistance Listing, Your Listing Information may enter the public domain and that RingCentral cannot control third parties' use of such information obtained through Directory Assistance Listing. You represent and warrant that the information provided in the Listing Information is true and accurate, and shall remain true and accurate (whether by updating such information or otherwise), at all times that You use the Plan Services.

You may opt out of Directory Assistance Listing at any time. RingCentral may not be able to have Your Listing Information removed from some or all third-party directory assistance services that have already received Your information. You agree that RingCentral is under no obligation to have Your Listing Information removed from any third party directory assistance listing service already in receipt of such information.

RingCentral bears no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Your telephone number; materials sent to You; inaccuracies, errors, or omissions with Listing Information; or any other use of such information. For the avoidance of doubt, RingCentral shall not be liable to You for any use by

third parties of Your Listing Information obtained through Directory Assistance Listing, including without limitation the use of such information after You have opted out of Directory Assistance Listing.

## 25. GENERAL

### A. Relationship of the Parties

The parties' relationship under the Agreement is that of independent contractors. Nothing in the Agreement shall constitute or create any employment, partnership, association, joint venture, agency, or fiduciary relationship between the parties. Neither party shall have the authority to bind or obligate the other party in any way.

### B. Notices

Notices to You shall be effective on the date sent to Your registered electronic mail address when sent by email or, at RingCentral's option, three (3) days following the date sent by post postage prepaid, and addressed to Your current address on Your Account. You are responsible for notifying RingCentral of any changes in Your contact information or address through Your Account settings page or by contacting customer service at 0800 014 8091.

Written notice to RingCentral shall be effective when directed to RingCentral's Legal Department and received at RingCentral's then-current address as posted on the Website. Your notice must specify Your name, Account information, and security verification question and answer. All notices from You to RingCentral must be made in writing.

### C. Force Majeure

Excluding either party's payment obligations under the Agreement, neither party shall be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or circumstance that is beyond that party's reasonable control, including without limitation any act of God; national emergency; riot; war; terrorism; governmental act or direction; Laws; breach, delay, act, or omission of any supplier, carrier, contractor, subcontractor, or business partner; failure, outage, or unavailability of third party network(s) or system(s); fibre, cable, or wire cut; power outage or reduction; rebellion; revolution; insurrection; criminal acts of third parties, earthquake; storm; hurricane; flood, fire, or other natural disaster; or strike or labour disturbance (each a "**Force Majeure**"). In the event that a Force Majeure prevents a party's performance for more than forty-five (45) consecutive days, either party may terminate the particular Agreement document(s) impacted.

### D. Third Party Beneficiaries

RingCentral's Affiliates shall have the benefit of and the right to enforce all provisions of the Agreement which benefit and are enforceable by RingCentral. Subject to the foregoing, you

agree that none of the terms in the Agreement will be enforceable by virtue of the Contracts by any person not a party to it.

**E. Choice of Law**

The Agreement and Your use of the Plan Services shall be governed by and construed under the laws of Australia and You agree to submit to the non-exclusive jurisdiction of the Australian courts.

**F. Class Action Waiver**

Any actions, lawsuits, or proceedings shall be conducted solely on an individual basis and the parties expressly waive any right to bring any action, lawsuit, or proceeding as a class or collective action, group litigation, or in any other proceeding in which any party acts or proposes to act in a representative capacity.

**G. Equitable Relief**

You agree that any breach of RingCentral's Intellectual Property will cause RingCentral irreparable harm for which monetary damages will be inadequate and RingCentral may, in addition to other remedies available at Law or in equity, obtain injunctive relief without the necessity of posting a bond or other security, proof of damages, or similar requirement.

**H. No Waiver**

In no event shall any failure or delay by RingCentral to: (i) assert or exercise any right; (ii) demand fulfilment or performance of any obligation; or (iii) avail itself of any remedy under the Agreement, in whole or in part, be deemed a waiver of any right or remedy under the Agreement on such occasion or any other occasion. Except as otherwise expressly stated in the Agreement, all rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at Law, or in equity.

**I. Interpretation**

The Agreement, including the documents incorporated in the Agreement, constitutes the entire agreement between You and RingCentral with respect to the Plan Services and supersedes all prior or contemporaneous understandings regarding such subject matter.

If any part of the Agreement is held invalid or unenforceable, that portion shall be construed to reflect the parties' original intent, and the remaining portions shall remain in full force and effect.

The failure of RingCentral to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or any other provision.

The section titles in the Agreement are for convenience only and have no legal or contractual effect.

This electronic document and any other electronic documents, policies, and guidelines incorporated herein will be: (i) deemed for all purposes to be a "writing" or "in writing," and to comply with all statutory, contractual, and other legal requirements for a writing; (ii) legally enforceable as a signed writing as against the parties subject to the electronic documents; and (iii) deemed an "original" when printed from electronic records established and maintained in the ordinary course of business. Electronic documents introduced as evidence in any judicial, arbitration, mediation, or administrative proceeding will, if established and maintained in the ordinary course of business, be admissible to the same extent as business records in written form that are similarly established and maintained.

**J. Assignment**

Either party may assign the Agreement and any of its rights and obligations hereunder with the other party's prior written consent (which such consent shall not be unreasonably withheld), except that RingCentral may, without notice, assign the Agreement and all of RingCentral's rights and obligations hereunder to: (i) an Affiliate; or (ii) RingCentral's successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets, or the transfer or disposition of more than fifty percent (50%) of a RingCentral's voting control or assets. Any purported transfer or assignment in violation of this section is void. Subject to the foregoing, the Agreement shall be binding on and inure to the benefit of the parties, their successors, permitted assigns, and legal representatives.

**K. Severability**

If any provision or portion of the Agreement is determined to be invalid, unlawful, illegal, void, or unenforceable, in whole or in part, then: (i) that provision or portion shall be construed in such a manner as to render the provision or portion enforceable and, to the extent possible, to reflect the parties' original intent and (ii) the remaining provisions and portions of the Agreement shall remain in full force and effect.

**L. Survival**

The following provisions of these TOS will survive termination or expiration of these TOS for the maximum term allowed by Law: (i) Your payment obligations; (ii) terms relating to Intellectual Property ownership, customer representations, confidentiality, storage of user information, publicity rights, non-disparagement, indemnification, warranty disclaimers, limitations of liability, dispute resolution and arbitration, and choice of law; and (iii) all provisions that are intended by their nature to survive termination of the Agreement.

## 26. DEFINITIONS

All capitalised terms used in these TOS shall be defined in accordance with the following definitions or as otherwise defined herein.

- "**Account Administrator**" means those End User(s) of an Account who may possess or obtain rights to set or modify the settings or preferences of other End Users of that Account.
- "**Emergency Services-Enabled Softphone**" means a Softphone for which dialling of emergency service numbers (000/112) is supported.
- "**Account**" means the numbered account established with RingCentral that contains any of the following information: Your true, accurate, current, and complete personal name or business name, administrator name, billing address, shipping address, the address where the Plan Services will primarily be used, the records of Your Digital Lines, subscriptions, and any Plan Services that You have purchased from RingCentral. Multiple services, Digital Lines, or End Users may be included in a single account.
- "**Account Data**" means Registration Information, and the RingCentral-generated logs of calling activity stored within that Account.
- "**Account Security Incident**" means any actual or suspected unauthorised activity, erroneous billing, or breach or compromise of any Password Information or the security or privacy Your Plan, an Account, or any Account Data.
- "**Admin Portal**" means the website through which You may enter Registration Information, purchase and register additional IP Desk Phones or Softphones, purchase additional products or Plan Services, or make modifications to, or control, Your Account in any other way.
- "**Affiliate**" a person or entity that is controlled by that party, controls that party, or is under common control with a party (provided that for purposes of this definition, "control" means beneficial ownership of all of an entity's then-outstanding voting securities or ownership interests).
- "**Applications**" means software applications made available to You as part of the Plan Services, such as the RingCentral Mobile Application and Softphone.
- "**Client Personal Data**" means any personally identifiable data that You or Your End Users transmit, receive, and/or store through the Plan.
- "**Complementary Services**" means those services which are complementary to the Principal Services and may be added to, or removed from, Your Plan from time to time, such as Contact Center, Glip, Rooms, Connector and other services made available by RingCentral from time to time.
- "**Digital Line**" means a digital voice line allowing the placement of external outbound calls and receipt of external direct inbound calls.

- "**Embargoed Area**" means a country or region that is subject to an Australia, United Kingdom, United States, Canadian, United Nations, or European Union embargo or economic sanctions, 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.
- "**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 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.
- "**End User**" means the user of a virtual extension or individual digital line set up within an Account or an individual assigned thereto by You or by RingCentral at Your direction or request.
- "**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 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.
- "**Glip**" means the business messaging, presence, video conferencing, task management, notes, calendars, file sharing, and product integrations (such as Google Drive, Dropbox, Box, Asana, JIRA and Evernote), together referred to as Glip or Glip Services.
- "**Home Country**" means Australia or the country that is otherwise designated as Your primary or home country in the Order for RingCentral Plan Services.
- "**Intellectual Property**" means mean all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and 'moral' rights; (c) the protection of trade and industrial secrets and confidential information; (d) other proprietary rights relating to intangible property; (e) trade marks, trade names and service marks; (f) a person's name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (g) analogous rights to those set forth above; and (h) divisions, continuations,

continuations-in-part, renewals, reissuances and extensions of the foregoing (as applicable).

- "**IP Desk Phone**" means a telephony hardware device that uses VoIP to place and transmit telephone calls over an IP network.
- "**Law**" means any applicable foreign, federal, state, local, or other law (statutory, common or otherwise), legislation (primary or secondary), statutory provision, statutory instrument, constitution, treaty, convention, ordinance, equitable principle, code, directive, edict, decree, rule, order, requirement, regulation, guidance, executive order, or other similar authorityissued, enacted, adopted, promulgated, implemented, applied, or otherwise put into legal effect by or under the authority of any governmental entity in any relevant jurisdiction.
- "**Order**" means any physical contract, order form, purchase order, or order for additional services placed through the Admin Portal.
- "**Password Information**" means any and all passwords, PINs, IVR PIN codes, security questions or answers, and other access-related credentials related to Your Plan Services or an Account.
- "**Plan**" means the plan subscriptions available for purchase from RingCentral for selected Plan Services pursuant to an Order (including any free trial of such subscription).
- "**Plan Fees**" means the fees payable by You in consideration for the provision of the Plan Services.
- "**Plan Services**" means the Principal Services or Complementary Services purchased under these TOS or any contract between the customer and RingCentral, including but not limited to Office Services, Contact Center Services, Glip Services, RingCentral Fax services or RingCentral Pro services, and any software or hardware provided by RingCentral and used in conjunction with those services.
- "**Principal Services**" means those core services which are provided by RingCentral as part of a Plan, including but not limited to Office Services.
- "**Registration Information**" means any information You or Your End Users may be required to provide in connection with Account registration or subsequent Account updates.
- "**RingCentral Mark**" means a trade mark, service mark, copyright, or logo of RingCentral.
- "**RingCentral Mobile Application**" the RingCentral application for mobile devices through which You may access certain Plan Services.
- "**RingCentral Parties**" collectively, RingCentral, its Affiliates, and their officers, directors and employees.

- "**Softphone**" means an instance of the RingCentral Softphone desktop software application used to access the Plan Services.
- "**Taxes**" means any present or future taxes, levies, imposts, duties, deductions, charges, fees or withholdings imposed, levied, withheld or assessed by any governmental authority (including, without limitation, value added, sales or turnover taxes), together with any interest, additions or penalties imposed thereon and with respect thereto.
- "**Term**" means the Initial Term together with any Renewal Terms.
- "**Third Party Mark**" means a trade mark, service mark, copyright, or logo of a third party.
- "**Usage**" means freephone usage, local usage, long-distance usage, international usage, and any other usage of an Account that could result in charges for calling, messaging, or other activity.
- "**User**" means any End User or any person or entity using or accessing Your Account, or the Plan Services, with or without your permission or knowledge.
- "**User Communications**" means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, conferences or other communications transmitted or stored through the Plan Services.
- "**Voice/Text Feature**" means any functionality or feature of the Plan Services that converts voice content to text content or vice versa.
- "**Website**" means the RingCentral website located at https://www.ringcentral.com.au