Website Terms of Use

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2. Additional Agreements

Because the Site serves a number of functions, including registration for and access to RingCentral Services, your use of the Site also may be governed by other agreements. The terms and conditions of those agreements are in addition to the terms set forth herein. In the event that the Site terms contradict terms set forth in a specific RingCentral Service agreement, the relevant Service agreement shall prevail.

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6. Third-Party Links

You may encounter links to this Site on third-party websites. RingCentral may also display on this Site links to third-party websites. In permitting (but only pursuant to the provisions above) or providing these links to you as a convenience, RingCentral in no way implies affiliation, endorsement, or adoption of any linked website, of the owner or operator of such a site, or of any content displayed on such a site. RingCentral does not control in any way such third-party websites. RingCentral accepts no responsibility for—and makes no claim or representation regarding—the quality, content, or reliability of third-party websites or services accessible by link from this Site, or third-party websites linking to this Site. When leaving the RingCentral Site using a link, you should be aware that this Agreement and RingCentral's Privacy Policy no longer govern your use of or access to whichever website you may view. You should therefore review the terms of use and privacy practices and procedures of that website.

7. International Use

RingCentral makes no representation that materials on its Site(s) are appropriate or available for use in locations outside the United Kingdom, and accessing them from territories where their contents are illegal is prohibited. You agree to comply with all applicable foreign and domestic laws, rules and regulations regarding the transmission of technical data exported from or imported to the United Kingdom or the country in which you reside.

8. Privacy

RingCentral's Privacy Notice describes how RingCentral handles personal information, including information that may be obtained when you access the Site. The Privacy Notice is available at https://www.ringcentral.com/legal/privacy-notice.html.

9. Copyright Infringement

One or more RingCentral Services may allow third parties to upload, transmit, send, or receive copyrighted materials. RingCentral is under no obligation to, and does not, review such materials for purposes of determining copyright infringement. However, RingCentral reserves the right to terminate access to its Services if a user infringes on others' copyrights, and will, in appropriate circumstances, terminate access to the Services if RingCentral determines that a user is a repeat infringer.

If you believe your copyright is being infringed by any material on the Site or forming part of RingCentral's Services, you should notify RingCentral in writing at legal@ringcentral.com with a copy to:

RingCentral UK Ltd.

Attn: Legal

Level 3, 5 Aldermanbury Square, London,

United Kingdom, EC2V 7HR

Any notice of claimed infringement must identify the copyrighted work that is claimed to have been infringed and include a detailed description of the material that is claimed to be infringing or that is to be the subject of infringing activity. The notice of claimed infringement must contain enough information to permit RingCentral to locate any infringing material and must also include you and the complaining party's contact information.

10. Governing Law and Dispute Resolution

This Agreement and your use of the RingCentral Services shall be governed by and construed under the laws of England and Wales, and you agree to submit to the exclusive jurisdiction of the English courts and the state and federal courts of the State of California, United States located in the County of San Francisco.

Notwithstanding the above, in the event of any dispute, claim, question or disagreement between you and RingCentral ("Dispute"), you and RingCentral shall first use all reasonable endeavours to settle the dispute, claim, question, or disagreement informally. 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 or following our dispute resolution policy as outlined in our Code of Practice.

11. Severability

If any portion of these terms and conditions is determined to be unenforceable under applicable law, that portion shall be construed as nearly as possible to reflect the original intentions of the parties. All remaining terms set forth herein shall continue to have full force and effect.

12. Disclaimers and Limitation of Liability

Access to this Site is provided "as is" and "as available," and RingCentral does not guarantee that the Site is or will be accurate, complete, or free of computer viruses or other harmful components. RingCentral makes no warranties, express or implied, including but not limited to the implied

warranties of satisfactory quality and fitness for a particular purpose or any similar warranty, whether said warranty arises under provisions of any law of England and Wales or any other country. To the fullest extent permitted by law, no advice or information, whether oral or written, obtained by you from RingCentral, its employees, or through or from the Services shall create any warranty not expressly stated in these terms and conditions.

Nothing in this Agreement excludes RingCentral's liability for death or personal injury caused by RingCentral's negligence or the negligence of RingCentral's employees or agents, or for fraudulent misrepresentation.

To the fullest extent permitted by law, in no event shall RingCentral be liable to you or any third party for direct, indirect, incidental or consequential damages whether arising under contract, warranty, or tort (including negligence or strict liability) or any other theory of liability. RingCentral's total liability for any and all damages, regardless of the form of the action, shall be limited and capped in their entirety to the total amount of fees paid in the calendar year preceding the year in which the events giving rise to the action or claim first occurred. The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply in any and all circumstances.

13. Third-Party Rights

The provisions of the Disclaimers and Limitation of Liability section above are for the benefit of RingCentral and its affiliates and its and its affiliates' its officers, directors, employees, agents, licensors, contractors, suppliers, and any third-party information providers to the Site. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

14. Enforceability and Admissibility

This electronic document and any other electronic documents, policies, and guidelines incorporated herein will be: (1) 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; (2) legally enforceable as a signed writing as against the parties subject to the electronic documents; and (3) 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.

15. Waiver, Modification, and Assignment

Any failure by RingCentral to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right thereof. Neither the course of conduct between RingCentral and a user of this Site nor trade practice shall act to modify any provision of this Agreement. RingCentral may assign its rights and duties under this Agreement to any party at any time without notice to you.