Website Terms of Use

Date of Last Revision: October 2009

1. Limited License

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RingCentral may update these terms (the "Agreement") from time to time. All elements in this Agreement are subject to amendment from time to time. The intervals in which RingCentral may propose an amendment is weekly. The amendment proposal will be provided to you at least thirty (30) days but no more than ninety (90) days before the date on which the amendment shall take effect. Upon such amendment, you have the option of either terminating this Agreement or retaining the existing agreement unchanged. Your continued use of the Site after changes have been posted constitutes agreement to the updated terms and conditions.

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 of those agreements are in addition to the terms set forth herein. In the event that Site terms contradict terms set forth in a specific RingCentral Service agreement, the Service agreement shall control.

3. Copyright

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4. Trademarks and Service Marks

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Subject to the restrictions in this Agreement, including without limitation those in the Limited License section above, RingCentral grants to you a limited, nonexclusive right to create a hypertext link ("link") to the home page of this Site so long as your link does not portray RingCentral or any of its Services in a false, misleading, derogatory, or otherwise defamatory manner. You may not use a RingCentral design, logo, or other proprietary graphic, trademark, or registered trademark to link to this Site without the express written permission of RingCentral.

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 otherwise 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 these Terms of Use and RingCentral's Privacy Notice 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 Canada, 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 Canada 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. RC's Privacy Notice is available here. By using the Site, you consent to the collection, use and disclosure of personal information as set out in the Privacy Notice.

9. Digital Millennium Copyright Act

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, except where prohibited by law, 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 a user is or is determined by RingCentral to be a repeat infringer.

All claims of copyright infringement for any material believed to reside on RingCentral's Services should be provided in writing to RingCentral's designated agent:

InCorp Services, Inc.

5716 Corsa Ave., Suite 110

Westlake Village, CA 91362-7354

Any notice of claimed infringement must include all, or substantially all, of the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit RingCentral to locate the material.
- Information reasonably sufficient to permit RingCentral to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

10. Governing Law, Venue and Dispute Resolution

The laws of the state of California, U.S.A., excluding its conflicts-of-law rules, govern this Agreement and your use of the RingCentral Services. You agree that any disputes between you and RingCentral shall be adjudicated in the state and federal courts of the State of California, U.S.A. Venue for all claims and disputes between you and RingCentral shall be the county of San Mateo, State of California. You hereby consent to venue and personal jurisdiction in such courts with respect to such claims or disputes and irrevocably waive any right that such party may have to assert that such forum is not convenient or that any such court lacks jurisdiction. Some

jurisdictions do not allow governing law provisions, so certain of the foregoing governing law provisions may not apply to you.

Notwithstanding the adjudication requirement above, for any dispute involving $10,000 or less, the party requesting relief may choose to resolve the dispute through binding, non-appearance-based arbitration (i.e., arbitration conducted online, through written filings, and/or via teleconference). Such arbitration shall be conducted through an established alternative dispute resolution service mutually agreed on by the parties, and any judgment rendered by the arbitrator may be entered in any court having jurisdiction. Some jurisdictions do not allow arbitration provisions, so certain of the foregoing arbitration provisions may not apply to you.

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

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13. Third-Party Rights

The provisions of the Disclaimers and Limitation of Liability section above are for the benefit of RingCentral and its officers, directors, employees, agents, licensors, 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.

16. Contacting Us

If you have any questions, comments or concerns about these Terms of Use, please e-mail us at legal@ringcentral.com , or call us at 1 (800) 574-5290. Alternatively, you can write to us at:

RingCentral, Inc.

Attn: Legal Department

20 Davis Drive

Belmont, CA 94002

U.S.A.

The parties have required that the Website Terms of Use and all documents relating thereto be drawn up in English. Les parties ont demande que cette convention ainsi que tous les documents que s`y rattachent soient rédigés en anglais.

RingCentral is committed to the policies set forth in these Terms of Use.