Website Terms of Use

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RingCentral may update these website terms of use (the "Website TOU") from time to time. Your continued use of the Site after changes have been posted constitutes your express 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's Plan 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 agreement for the use of RingCentral's Plan Services, the agreement shall control.

3. Copyright

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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 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 Website TOU and RingCentral's Privacy Notice, see Section 8 (Privacy) below, 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. Privacy

RingCentral's Privacy Notice provides information on how and why we collect, use and share your personal information when you visit the Site.. The Privacy Notice is available at https://www.ringcentral.com/legal/privacy-notice.html.

8. Additional Licenses

The Plan Services may comprise or incorporate services, software or products developed or provided by third parties, including open source software or code. Use of such third party services, software and products shall be governed by the terms and conditions issued by the relevant third party and, in connection with Your use of the Plan Services, you agree to comply with all such third party terms and conditions in full. RingCentral may update the third party services, software and products used in connection with the provision of the Plan Services from time to time in its sole discretion. The Plan Services may also be licensed under certain third party patents, which are available here:

- Licensed Patents

9. Digital Millennium Copyright Act

Pursuant to the Digital Millennium Copyright Act of 1998 (17 U.S.C. § 512) (the "DMCA") 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 DMCA allows a party against whom a notice of copyright infringement has been filed to submit a counter-notice. Notices and counter-notices must meet the then-current statutory requirements implemented by the DMCA. 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

U.S.A.

legal@ringcentral.com

The notice must include: (i) an electronic or physical signature of the owner (or person authorized 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 authorized by the copyright owner, its agent, or the law; and (vi) a statement by the owner of the copyrighted work or its agent, made under penalty of perjury, that the foregoing information in the notice is accurate and affirming ownership of the copyright or authorized to act on the copyright owner's behalf.

Any notice or counter-notice must be truthful and must be submitted under penalty of perjury. 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 's access to any use of the Plan Services or Customer account if it is deemed that such party has engaged in one or more instance of copyright infringement.

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 appropriate courts located in the City and County of San Francisco, 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.

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 may place limits on governing law, venue, and/or dispute resolution provisions, so certain of the foregoing requirements in this section 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 these Website TOU 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 the course of trade practice shall act to modify any provision of these Website TOU. RingCentral may assign its rights and duties under these TOU to any party at any time without notice to you.