

SANGOMA MEET TERMS OF SERVICE

Any user ("You") of the browser based, stateless video conferencing service known as Sangoma MeetTM ("Service") provided by Sangoma US Inc. and its affiliated companies (collectively, "Sangoma") shall be bound by these Sangoma Meet Terms of Service ("Terms"). If You have any questions or concerns regarding these Terms please contact Legal@sangoma.com. If you do not agree to be bound by these Terms You should not use the Service. Your acceptance of these Terms is confirmed each time You use the Service by way of clicking the "I Accept" button or other mechanism provided at the time of use.

- 1. **Provision of the Service.** You are responsible for Your use of the Service and shall abide by, and ensure compliance with, all laws in connection with such use, including but not limited to laws related to recording, intellectual property, privacy, and export control. Sangoma may, in is sole discretion, at any time, with or without notice, and without any obligation or liability to You or any third party, suspend, terminate, limit, change, modify, downgrade, or update the Service (in whole or in part) and these Terms, including without limitation any feature, functionality, integration, or component thereof. You agree that you will promptly install all upgrades, bug fixes, patches, and other corrections relating to the Service made available by Sangoma.
- 2. **Registration Information.** You may be required to provide Sangoma with certain information in order to register for and/or use the Service. You agree that any such information shall be accurate. You may also be asked to choose a username and password. You are entirely responsible for maintaining the security of Your username and password and agree not to disclose such information to any third party.
- 3. Your Content. You are solely responsible for any and all information sent or transmitted by You or displayed or uploaded by You while using the Service (collectively, "Content") and for compliance with all laws pertaining to such Content, including, but not limited to, laws requiring You to obtain the consent of a third party to record or use the Content and to provide appropriate notices of third party rights. Under no circumstances will Sangoma be liable in any way for (i) Content that is transmitted or viewed while using the Service; (ii) errors or omissions in the Content; or (iii) any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to such Content. Any Content You share or transmit through the Service may be retained, recorded, or used by Sangoma in accordance with the privacy policy located at https://www.sangoma.com/privacy-policy/ ("Privacy Policy").
- 4. **Service Recordings and Transcripts.** You are responsible for compliance with all recording laws. If You choose to record or transcribe any meeting taking place using the Service you must ensure all attendees are aware of and consent to such recording. If You do not consent to being recorded, You should not use the Service. Such recordings and transcripts may be shared with third-parties in accordance with the Privacy Policy.



- 5. <u>Acceptable Use.</u> Your use of the Service is subject to the Acceptable Use Policy found at www.sangoma.com/legal.
- 6. **Responsibility for End Users.** You are responsible for the activities of anyone who accesses or uses the Services through your account ("End User") and you agree to ensure that any End User will comply with these Terms.
- 7. <u>Disclaimer</u>. The Service is not intended to replace any primary phone service, such as a traditional landline or mobile phone, that may be used to contact emergency services. The Service should not be used to dial 911 or similar emergency services.
- 8. NO WARRANTIES. YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED "AS IS" AND SANGOMA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SANGOMA MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE OR THAT THE SERVICE WILL MEET ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SERVICE IS AT YOUR SOLE RISK.
- 9. <u>LIMITATION OF LIABILITY</u>. IN NO EVENT WILL SANGOMA BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE) CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF SANGOMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10. <u>Amendments</u>. Sangoma may elect to change or supplement these Terms from time to time at its sole discretion. If You continue using the Service, You will be deemed to have accepted the changes to these Terms.
- 11. <u>Open Source Software</u>. The Service is based on Jitsi Meet open source software which is subject to the Apache License v2.0 available at https://www.apache.org/licenses/LICENSE-2.0.
- 12. <u>Additional Information</u>. Additional information, including user guides, relating to the Service can be found at https://sangomakb.atlassian.net/wiki/spaces/SM/overview.



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