

---

# ring-u llc terms and conditions

These ring-u small business “Terms of Service” (or just “Agreement”) apply to the use of products or services provided by ring-u llc. The Customer and ring-u are sometimes collectively referred to as the “Parties,” or individually as a “Party”. By ordering, purchasing, or using the products or services, Customer agrees to be bound by these Terms, which among other things, require mandatory arbitration of disputes instead of a jury trial and limit ring-u’s liability. Pursuant to FCC requirements, ring-u llc is required to let Customer know of any limitations e911 service may have in comparison to traditional 911 service (see section 32).

## AGREEMENT

### 1. Definitions:

The following capitalized words, as used in this Agreement, mean the following:

- “Activation” - when Customer’s Service is available for Customer’s use.
- “Activation Date” - the date of Activation. c'mon!
- “Affiliate(s)” - person(s) or company(ies) working with ring-u
- “Control,” - the direct or indirect ownership or control of more than fifty percent (50%) of the voting equity of the subject entity.
- “Applicable Laws” - any and all applicable federal, state or local laws, rules or regulations, including, but not limited to applicable restrictions concerning call recording, call monitoring, call interception and/or direct marketing or telemarketing.
- “RUP” - the ring-u acceptable and reasonable use policy set forth in Sections 18 & 19.
- “Customer Equipment” - equipment owned, leased or otherwise provided by Customer, or specifically identified in one or more Sales Transactions as Customer Equipment, or equipment sold to Customer by ring-u.
- “Customer Premises” - the physical location(s) owned or leased by Customer.
- “E911 Disclosure” - the provisions set forth in the ring-u E911 Disclosure Notice and Acknowledgement stating ring-u’s policies regarding the availability and limitations of E911 Service.
- “Equipment Rental Agreement” - the written agreement between the parties by which Customer leases ring-u Equipment from ring-u.
- “In-App Purchase” - the Customer’s purchase of ring-u products or services from within a mobile application made available on a third-party online app store such as the Apple® App Store® or Google Play™ online app stores, and where payment is processed by the third-party online app store.
- “Sales Transaction” - a completed sale as described in Section 2 that has been accepted by an authorized representative of Customer and shall automatically incorporate these terms by

reference. A Sales Transaction occurs when a Customer initiates ring-u Services or adds ring-u Products and/or Services online or by phone and the Sales Transaction is subsequently accepted by ring-u.

- “Service” or “Services” - products or services provided by ring-u to Customer.
- “Service Term” or “Term” - the period of time (starting on the Activation Date) during which ring-u provides Services to Customer.
- “Software” - proprietary software (including documentation relating to such software) owned or licensed by ring-u, or which ring-u has a right to sublicense under this Agreement, either provided to Customer under this Agreement or used by Customer in connection with Services.
- “Taxes and Fees” - any taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale, or use of Service and ring-u Equipment, including value added, sales, use, gross receipts, excise, franchise, public utility or other taxes, fees, duties, or surcharges (including universal service, 911 and other regulatory fees and surcharges), whether imposed on ring-u or a ring-u Affiliate.
- “ring-u” - ring-u llc., a Tennessee based Limited Liability Company, or any Affiliate providing Services to Customer.
- “ring-u Equipment” means all equipment that is used, leased, or otherwise provided by ring-u to Customer for use in connection with the Services, including phone hardware (e.g., phones, routers, switches and battery backup).

## 2. Sales Agreement:

Services will be described on our website or through partner including: (i) the price, location, and other information about the Services; (ii) the details relating to equipment being offered for sale or lease to Customer; and (iii) if applicable, associated installation, maintenance, shipping or delivery requirements. For In-App Purchases only, the “Sales Quotation” is the description of Services presented to Customer and information provided by Customer within the in-app sign-up process, prior to purchase of the Services. Upon purchase of a product or service provided by ring-u, customer will receive each Product or Service pursuant to this Agreement.

## 3. Terms, Conditions and Policies:

These Terms incorporate and include addenda and policies that are set forth in an addendum, schedule, exhibit or amendment to this Agreement (collectively, the “Terms”). These Terms supersede and replace all terms and conditions set forth in any documents issued by Customer, including purchase orders and specifications. ring-u reserves the right to change any of the Terms at any time, but only on a prospective, not retroactive, basis. ring-u llc will provide Customer thirty (30) days advance notice of changes to the Terms that would have a materially adverse effect on Customer. Notice may be provided via Customer’s invoice or by e-mail to the most recent email address associated with Customer’s account. Changes will become effective on the next business day following the thirty (30) day notice period and Customer agrees to be bound by any changes after such thirty (30) day notice period. Notwithstanding the foregoing, notice of changes to third-party terms incorporated into these Terms shall

be governed by such third-party terms.

## **4. Marketing Partners & Authorized Distributors.**

ring-u may enter into marketing arrangements with marketing partners (each a “Marketing Partner”) or resale/distribution agreements with authorized distributors (each an “Authorized Distributor”) who market ring-u Services to prospective customers who then subscribe to these Terms of Service. When these Terms are accepted by a Customer, the Customer is considered a customer of ring-u only with respect to ring-u Services. As an example, if the distributor of internet services also markets ring-u-branded solutions and a Customer subscribes to both internet services and ring-u Services with ring-u under these Terms, the customer is considered, with respect to ring-u Services, only a customer of ring-u. The terms, conditions and policies pursuant to a Marketing Partner or Authorized Distributor’s contractual arrangement with Customer for other products and services may differ from ring-u’s Terms of Service, Privacy Policy and other policies applied by ring-u to similarly situated customers, but such Marketing Partner’s or Authorized Distributor’s terms, conditions and policies will not apply to ring-u Services, nor supersede these Terms as applicable to ring-u Services.

## **5. Authorizations.**

Customer will provide ring-u any permissions or authorizations necessary for us to get your products, services, or ring-u Equipment activated, maintained, inspected, or repaired at no cost to ring-u llc.

## **6. High Speed Internet Connection Required.**

Customer understands, acknowledges, and agrees that a high-quality high speed internet connection is necessary. ring-u is not an internet service provider. ring-u is not responsible for Customer's internet connection, the quality of internet connection, the provider of internet connection, or problems caused by internet connectivity. ring-u will not contact your internet service provider for you. We are sure you can handle this yourself.

## **7. User Designation.**

Customer may designate one or more users to be an account administrator with full administrative control of Customer’s account from the ring-u user interface. For most ring-u customers, the primary administrator for your account is known as the BOSS or, in some cases, a primary administrator (collectively hereinafter, “BIG BOSS”). The individual assigned to be the Big BOSS is an individual designated by Customer through the online sign-up process. The BIG BOSS: (i) has the ability to make changes to the Customer account (e.g., service additions, service deletions, assignment of users, account

cancellations, updates to credit cards, etc.); and (ii) is the authorized individual on Customer's account with respect to transferring (or "porting") of your telephone numbers to a carrier other than ring-u. The BIG BOSS may assign one or more additional administrators on the account and may re-assign "BIG BOSS" status to another user. In the event that Customer desires information regarding a customer service record or actual call log details, the information requests must come from the BIG BOSS or an administrator. However, ring-u llc shall respond to these requests by transmitting the requisite information to the email address on file for the BIG BOSS.

1. **Company Contact.** The "Company Contact" for the account is assigned through the online sign-up process. The Company Contact shall refer to the individual(s) who will receive messages from ring-u concerning matters of general relevance to the account (e.g., notices of updates to the account, billing notices, maintenance alerts, etc.). Such notices are typically provided through electronic mail. A Company Contact may or may not be the BIG BOSS or an administrator for the account.
2. **Reassigning BIG BOSS Designation.** In the event that Customer seeks to re-assign the BIG BOSS designation on Customer's account and the BIG BOSS is unable to make the change, ring-u llc requires that Customer either: (i) submit an email from the BIG BOSS's email address on file with ring-u; or (ii) provide a written request, on Customer's letterhead and executed by an officer or owner of the company which Customer represents.
3. **Adding Products or Services.** Additional Products or Services can be purchased by administrators through the ring-u user interface or by calling ring-u directly. Customer hereby authorizes those users with administrative privileges to: (i) add Products or Services to Customer's ring-u account; and (ii) commit Customer to pay for these items on a recurring monthly basis. Customer further authorizes ring-u llc to obtain payment of Customer's then-current statement balance from Customer each month from Customer's credit card account. Administrators have the ability to authorize an account cancellation and make changes to the account (e.g., service additions, service deletions, assignment of users, updates to credit cards, etc.) but may not: (i) designate himself/herself as the BIG BOSS/Administrator or (ii) designate any other user as an administrator. The ability to purchase Additional Services may be restricted or unavailable for accounts opened via an In-App Purchase.

## 8. Equipment.

Customer understands and acknowledges that Activation of the Services may require the use of certain Customer Equipment and/or ring-u Equipment.

1. **Customer Equipment.** Customer represents that it owns or otherwise has the right to use the Customer Equipment in connection with the Services. Customer shall be fully responsible for the installation, maintenance, repair and operation of any Customer Equipment. ring-u llc shall not be responsible for ensuring compatibility of any Customer Equipment with ring-u Equipment or Services.
  1. ring-u may, upon Customer's request, facilitate the provision of equipment from a third party supplier or resell certain equipment. While ring-u recommends some equipment brands and may facilitate Customer's purchase of some equipment as an accommodation, the original equipment manufacturer and not ring-u llc shall be responsible for any equipment defects, if

applicable. Ring-u will pass through all original equipment manufacturer warranties for the equipment to you. ring-u shall have no liability to Customer of any nature regarding such equipment. Please check the equipment manufacturer's website for warranty, return rules and other terms and conditions applicable to such third party equipment.

2. Equipment may not be returned to ring-u for any reason without a valid Return Materials Autohization or RMA#. Equipment sold by ring-u to Customer may be returned to the manufacturer solely in the event of a defect which arises within the applicable warranty period, provided Customer complies with the terms of this Section and the Return Materials Authorization ("RMA") policy. Prior to returning the equipment, Customer must contact ring-u so that ring-u may determine whether a defect exists, to process a warranty claim on behalf of Customer, and to provide an RMA number. You must ship the equipment to the address provided by ring-u in accordance with all RMA procedures. You have ten (10) days after receipt of an RMA to ship the equipment. You must pay all shipping fees. Once the equipment is received, the original equipment manufacturer will handle the return in accordance with its applicable warranty policy.
2. ring-u Equipment. Customer will not: (i) relocate, rearrange, repair or otherwise modify any ring-u Equipment without incurring total responsibility for proper functioning of said Equipment.
  1. Customer will use commercially reasonable efforts to protect and maintain ring-u Equipment in a secure location at the Customer Premises within conditions (including room temperature) that are customary and reasonable for such equipment, and shall be fully liable for all costs, charges or expenses associated with damage to or loss of ring-u Equipment beyond normal wear and tear.
  2. During the Term of any applicable Service, ring-u shall repair or replace defective ring-u Equipment purchased or leased by Customer pursuant to the ring-u warranty and/or an Equipment Rental Agreement in accordance with, and subject to the terms set forth in the Equipment Rental Agreement. Notwithstanding the foregoing, ring-u shall not be obligated to replace ring-u Equipment if it is determined by ring-u that Customer or another third party is responsible for the defect.
  3. ring-u Equipment (and replacements) may be refurbished equipment.
  4. Upon cancellation or termination of this Agreement or any Service, Customer shall securely pack, ship and return to ring-u all LEASED ring-u Equipment at Customer's expense. ring-u may invoice Customer, and Customer shall pay, for the full replacement value of any ring-u Equipment that has not been timely returned to ring-u llc in accordance with the terms of the Equipment Rental Agreement.

## 9. Software.

1. Non-Exclusive License: If Software is provided by ring-u in connection with Services, ring-u llc grants to Customer a personal, limited, revocable, non-exclusive, non-assignable and non-transferable license to use the Software, in object code form only, solely for the purpose of using the Service(s). This license will permit such use by Customer and any of its employees or contractors (but only within the scope of their employment or services with Customer) authorized by Customer to use the Service, provided that Customer shall be responsible for all uses of the Service as provided in this Agreement. This license commences upon ring-u acceptance of the

Sales Transaction for the Service and terminates immediately upon the expiration or termination of this Agreement for any reason. Customer shall return or destroy all Software and any related written material, together with any copies, in its possession or under its control promptly upon the expiration or termination of this Agreement for any reason. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this license is void and may result in termination by ring-u of this Agreement and the license. No other licenses or rights to the Software are granted or implied.

2. Upgrades and Modifications: ring-u llc reserves the right to upgrade the Software or discontinue support for earlier versions of the Software at any time.
3. End User Licenses: Certain Software ring-u provides to Customer may contain third-party software ("Third-Party Software"), including open source software. Use of such Third-Party Software may be governed by separate copyright notices and license provisions, which may be found or identified in documentation or on other media delivered with the Third-Party Software and which are incorporated by reference into this license. Notwithstanding any other terms in this Section 9, such provisions shall govern the use of Third-Party Software. Customer agrees to comply with the terms and conditions of all end user license agreements accompanying any Software (including Third-Party Software) or plug-ins to such Software distributed in connection with the Service. All end user licenses shall immediately terminate on the date that the Service expires or this Agreement is terminated.
4. Copyright / Trademark / Unauthorized Usage of Device, Firmware or Software: The Service(s), ring-u Equipment and Software and all information, documents and materials on ring-u's website(s) are protected by trademark, copyright, patent and other intellectual property laws and international treaty provisions. All website content, corporate names, service marks, trademarks, trade names, logos and domain names of ring-u are and shall remain the exclusive property of ring-u llc or its Affiliates and nothing in this Agreement shall grant Customer the right or license to use any of the foregoing. Customer agrees that the ring-u Equipment is exclusively for use in connection with the Service and that ring-u will not provide any passwords, codes or other information or assistance that would enable Customer to use the ring-u Equipment for any other purpose. If Customer decides to use the Service through an interface device not provided by ring-u (which ring-u llc reserves the right to prohibit in particular cases or generally), Customer warrants and represents that it possesses all required rights, including software and/or firmware licenses, to use that interface device with the Service and Customer will indemnify, defend and hold harmless ring-u llc from and against any and all liability arising out of Customer's use of such interface device with the Service. Customer may not undertake, cause, permit or authorize the modification, creation of derivative works, or translate, reverse compile, disassemble, hack or reverse engineer, or otherwise attempt to derive the source code from the binary code of the Software.

## 10. Service Term and Service Cancellation.

1. Service Term: The Services are provided on a monthly basis. The Term will begin on the Activation Date. The Service Term shall continue unless and until Customer provides notice of cancellation of the Services in accordance with this Section 10 or ring-u terminates the Services in accordance with the terms set forth herein. Notwithstanding notice by a Party to terminate this Agreement, Services will remain in effect through the effective date of termination and the terms and

conditions of this Agreement and the applicable Sales Transaction(s) will continue to apply to such Services. Upon termination of the applicable Service Term, ring-u llc will not be obligated to furnish the Services to Customer.

2. **Notice of Cancellation.** Customer acknowledges that the Services automatically renew each month unless Customer provides cancellation notice to ring-u llc at least seventy-two (72) hours prior to a scheduled billing date (in accordance with the terms of Section 10 herein). If Customer provides notice of cancellation at least seventy-two (72) hours prior to the next scheduled billing date, then Customer shall not be billed for the next billing cycle. If Customer provides notice of cancellation less than seventy-two hours prior to the next scheduled billing date, then: (i) the cancellation shall be effective within seventy-two (72) hours after Customer provides cancellation notification to ring-u llc; and (ii) Customer shall be billed for the next billing cycle in full. ring-u does not refund, in whole or in part, or issue credits for any charges already billed to Customer's account. In the event Customer signed up for a minimum commitment period for the Services being cancelled, Customer is responsible for all Service Fees for the entire minimum commitment period pursuant to an addendum to these terms. When Customer cancels Customer's Service, all fees will immediately accelerate and Customer: (a) authorizes ring-u llc to immediately assess all fees to Customer's credit card or ACH account on file; or (b) upon demand by ring-u, provide a certified check for all Service Fees.
3. **Cancellation Process:** The Agreement may be cancelled by Customer only through the BIG BOSS or an administrator by contacting ring-u directly by telephone during normal business hours. (Customer MAY NOT contact a Marketing Partner or Authorized Distributor to cancel the Services or any portion thereof, that Marketing Partner or Authorized Distributor will not collect the pertinent information) **CUSTOMER MAY CANCEL SERVICES ONLY THROUGH THIS METHOD. ring-u llc WILL NOT ACCEPT CANCELLATION VIA EMAIL, FAX, SMS OR OTHER ELECTRONIC METHODS. FAILURE TO CANCEL SERVICES IN ACCORDANCE WITH THIS SECTION WILL RESULT IN ONGOING SERVICE CHARGES, FEES AND TAXES.** ring-u will provide Customer with email confirmation of the Services cancelled. If Customer does not receive a confirmation of Service cancellation, Customer must notify ring-u by sending an email to [help@ring-u.com](mailto:help@ring-u.com) or contact ring-u by telephone. Customer may also cancel individual Services on Customer's account at any time by contacting ring-u Customer Care during normal business hours. Customer understands and acknowledges that the cancellation will be effective on the date Customer specifies, but in no event earlier than seventy-two (72) hours following cancellation notification to ring-u. Moreover, Customer acknowledges that ring-u llc will not refund, in whole or in part, or issue credits for any charges already billed to Customer's account.
4. **Ancillary Services.** In the event Customer subscribes to ancillary services provided by ring-u (including such things as voicemail recording, call recording, etc.), cancellation of the Services for any reason shall also result in the cancellation of such ancillary services. In the event ring-u is providing voicemail recording, call recording, or other such ancillary service, all of Customer's data, including all recordings, will be deleted on or after the effective date of termination or cancellation. In the event that an end user account is cancelled or terminated (whether by the Customer or due to termination of the Services), the user data associated with such end user account and related ancillary services will be deleted. Such data will be available subject to ring-u retention policies and could be as soon as the effective date of cancellation or termination.
5. **In-App Purchases.** Sections (10) above shall not apply for Services purchased via In-App Purchase. Services purchased via In-App Purchase are provided on a monthly basis and the Term will begin

on the Activation Date. The terms of service for the app store from which Customer downloaded the mobile application shall govern renewals, refunds and cancellations of the Services, and such terms are hereby incorporated by reference.

## 11. Billing, Credit, Deposits and Payment.

1. Billing and Payment Processing: Customer agrees to pay ring-u the recurring monthly service charges, Taxes and Fees, set-up charges and usage charges, if applicable, for Customer's use of the Services. Billing will commence on the Activation Date. Customer agrees to provide ring-u llc with a valid email address, billing address, and a valid payment method prior to activation of Service. Customer shall advise ring-u immediately if Customer's Company Contact or BIG BOSS/Administrator email addresses change and/or if the payment method changes or expires. Failure to comply may result in the immediate suspension or termination of Services.
  1. Payments via Credit Card or ACH: Until Customer cancels the Services in accordance with the requirements of Section 10 herein, Customer authorizes ring-u to: (a) automatically bill the credit card Customer provided on the same day of each month; or (b) automatically debit (charge) Customer's checking account electronically via ACH on the same day of each month. "ACH" shall mean the automated clearing house, which is the nationwide network of banking institutions that process electronic payments automatically between bank accounts. Customer agrees that ring-u may receive updated information about Customer's account from the financial institution issuing Customer's credit card.
  2. Alternative Payment Methods: Under certain circumstances, ring-u llc may agree to accept alternative payment methods. In such case, Customer shall agree to ring-u's reasonable requirements, as well as certain fees, related to the aforementioned pre-approved, alternative payment methods. In such case, Customer authorizes ring-u llc to either: (a) use information from the check to make a one-time electronic transfer from Customer's account as soon as the Customer submits the payment; or (b) to process the check as a check transaction, in which case Customer may not receive the check back from Customer's financial institution. In the event that Customer presents a check to ring-u for payment that is returned by Customer's bank for non-sufficient funds, ring-u llc may suspend or terminate the account. Customer shall pay a reconnect fee to re-activate service as set forth in Section 11©. Late payments and returned checks are subject to late payment fees and returned check fees, respectively.
2. Security Deposit. ring-u reserves the right any time during the Service Term, in its sole discretion, to require Customer to maintain a non-interest bearing deposit, to be held on account, in an amount determined in ring-u's discretion based on customer's actual or anticipated billings to include usage charges. A deposit may be required prior to the next billing date to continue the Services (e.g., with instances of high international calling). The deposit will be adjusted as Services and usage levels increase or decline and will be refunded, less any past due balance or other amounts due by Customer, at the end of the Service Term. In addition, in the event that Customer's use of the Services involves usage-based charges that in ring-u's opinion are substantial, ring-u may, in its sole discretion, process charges against Customer's payment method prior to Customer's regular monthly billing cycle date and/or require a non-interest bearing deposit to secure Customer's payment obligations under this Agreement. All deposits must be paid



promptly on demand and will be held on account during the term of this Agreement. Customer authorizes ring-u to offset any amounts due to ring-u against the deposit.

3. **Payment for services.** Services are delivered monthly. Except for usage based fees, all fees are due in advance on the first day of each billing period. Fees may include monthly recurring charges (“Service Fees”), and other non-recurring charges including but not limited to, activation fees, porting fees, early termination fees (“ETF”), intellectual property recovery fees (“RCIP”), and government mandated pass through fees such as, but not limited to, Universal Service Fees (“USF”), e911 fees and regulatory compliance (collectively, “Fees”). All usage based charges (including charges for calls to Alaska, Hawaii and international calls) are due and payable in arrears if not already settled on the first day of each billing period following the month they were incurred. Customer agrees to pay for all equipment as the equipment order is processed and set up fees upon acceptance of the Sales Transaction. Customer agrees to pay for the first month of Services upon Activation of the Services. All payments, including payments paid in advance, are completely non-refundable. Failure to pay in full may result in immediate account suspension and ring-u shall have no liability for such suspension under any circumstances. Accounts will be reactivated, at ring-u’s sole discretion, after the account balance is paid in full and a Twenty-Five Dollar (\$25.00) reconnect fee may be required. Past due amounts may bear interest at the lower of 1.5% per month or the maximum rate allowed by law. All fees and charges (together, “Service Fees”) and any other amounts due to ring-u may, at Customer’s direction, be charged to Customer’s Visa, MasterCard, American Express or valid debit card, and/or electronically debited to Customer’s bank account, in which case Customer hereby authorizes ring-u to charge Customer’s credit/debit card and/or to electronically debit Customer’s bank account for all such fees, charges (including termination-related charges), taxes and payment transaction processing costs. Customer acknowledges that pre-paid credit cards are not accepted and agrees not to provide pre-paid credit cards as a payment method.
4. **Suspension of Services.** Failure to pay in full may result in immediate suspension of Services and ring-u shall have no liability for such suspension under any circumstances. During any period of suspension, Services and features and functions of the Services (including, but not limited to call recording service and any other service ring-u is providing) will be unavailable to Customer until the account balance is paid in full. Customer will be unable to record calls or access any data or recordings that have previously been stored by ring-u.
5. **Disputes.** If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed) to the address below on or before the due date. In the event Customer intends to dispute amounts already paid in full, Customer must submit notice of such dispute in writing within ninety (90) days from the date of the invoice (such date at the end of such period being the “Dispute Due Date”). After receipt of notice of the dispute, ring-u shall undertake an investigation of the dispute, so long as Customer has not waived its rights pursuant to this paragraph to make the dispute. At the conclusion of the investigation, ring-u will notify Customer of any amount determined by ring-u to be correctly charged and such amount will become immediately due and payable together with interest from the date originally due. If the dispute notice is not sent by the Dispute Due Date, Customer waives all rights to dispute the applicable charges, unless otherwise provided by law. All billing disputes must be sent to:

## Billing Dispute

100 Cherokee Blvd Ste 311  
Chattanooga, TN 37405

1. If Customer does not deliver full payment for all undisputed billed charges by the due date, ring-u may restrict, suspend or terminate use of the Services or ring-u Equipment. Customer shall also reimburse ring-u for all reasonable attorneys' fees and other costs incurred by ring-u relating to collecting delinquent payments or Customer's non-payment breach of this Agreement. ring-u may also apply any deposits or other payments made by Customer. If ring-u applies any portion of a security deposit, Customer shall, within five (5) days following written notice thereof from ring-u, replenish the security deposit by the amount so applied by ring-u. If ring-u restricts, suspends or terminates Customer's Services, ring-u may, at its sole option, choose to restore Customer's Services prior to the payment of all charges due. Such restoration shall not be construed as a waiver of ring-u's right to (i) receive full payment for all charges due or (ii) again restrict, suspend or terminate the Services at any time for non-payment of any unpaid charges. The failure of ring-u to restrict, suspend or terminate the Services for non-payment of any charges shall not operate as a waiver or estoppel to restrict, suspend or terminate Services of such account for non-payment of current or future charges.
2. Additional, Unrelated Charges. Customer acknowledges that Customer may incur charges while using the Service in addition to those billed by ring-u. For example, Customer may incur charges as a result of accessing certain on-line services or purchasing or subscribing to certain other offerings. Customer agrees that all such charges, including all applicable taxes, are the sole responsibility of Customer, and Customer covenants to timely pay all such charges.
3. In-App Purchases. Sections (11) above shall not apply for Services purchased via In-App Purchase. The terms of service for the app store from which Customer downloaded the mobile application shall govern payment for the Services, and such terms are hereby incorporated by reference. Failure to comply with such terms may result in the immediate suspension or termination of Services. Due to payment notification requirements of certain app store platforms, Customer may be required to open their mobile app to enable automatic delivery of their monthly subscription payment notification to ring-u. If Customer fails to open (or if Customer deletes) their mobile app within fourteen (14) days after the end of the prior monthly subscription period, ring-u may not receive payment notification despite Customer's account having been charged by the app store platform. If ring-u does not receive payment notification within fourteen (14) days after the end of the prior monthly subscription period for any reason, Customer's account may be suspended or terminated.

## 12. Taxes and Fees.

Prices for Services do not include, and Customer is responsible for, all Taxes and Fees. Customer may also be charged taxes by a Marketing Partner or Authorized Distributor for non-ring-u products and services sold or licensed by that Marketing Partner or Authorized Distributor in connection with Customer's order for ring-u Services. In addition, a regulatory recovery fee for every phone number assigned to Customer's account will be charged monthly to offset costs incurred by ring-u in complying with inquiries and obligations imposed by federal, state and municipal regulatory bodies/governments

and related legal and billing expenses. This recovery fee may also include recovery of costs for legal, intellectual property, cybersecurity, compliance and other related expenses, including those related to number portability, customer privacy protection and anti-fraud protection. This fee is not a tax or charge required or assessed by any government and may be recovered by ring-u through imposition of a surcharge on cost of the Service. The Regulatory Recovery Fee will apply to every phone number assigned, including Toll-Free and virtual numbers. Customer may present ring-u with an exemption certificate eliminating Customer's and ring-u's liability to pay certain Taxes and Fees. If any amounts paid for the Services are refunded by ring-u, a Marketing Partner or Authorized Distributor, applicable taxes may not be refundable. The foregoing shall not apply to In-App Purchases. The terms of service for the app store from which Customer downloaded the mobile application shall govern taxes and fees for the Services, if any, and such terms are hereby incorporated by reference.

### **13. Regulatory and Legal Changes.**

ring-u may discontinue, limit, modify any Service, or impose additional requirements to the provision of any Service, as may be reasonably required to comply with any Applicable Laws. If changes in Applicable Laws materially and adversely affect delivery of Service (including the economic viability thereof) or would impose further compliance requirements, then ring-u will provide notice to Customer (in accordance with Section 34(e)) to the extent that said changes impact Customer's obligations and details of regulatory changes.

### **14. Metered Usage.**

There are certain calls which will incur additional usage charges, such as calls to Alaska, Hawaii and international calls. In addition, certain features such as call forwarding from auto attendants to an outside number, calls to a queue, and each line on a conference bridge will incur charges at the then current rate established by ring-u. Metered usage is billed in full-minute increments, and actual usage is rounded up to the next full-minute increment at the end of each call for billing purposes. Calls to Alaska, Hawaii and international calls may not be made available for certain types of Services.

### **15. Bundled Usage.**

ring-u or its Marketing Partners or Authorized Distributors may offer bundled plans which include a defined combination of services and which may offer a specified number of minutes or unlimited usage (subject to Sections 18 and 19 herein). Bundled plans may also include usage based charges that differ from other ring-u, Marketing Partner or Authorized Distributor plans. In some bundled plans, the number of minutes used may be aggregated into a pool of minutes available to extensions on an account with excess usage charges applying for any usage above the allotted aggregate minutes at a specified rate.

---

## 16. Unlimited Calling & Unlimited Voice Services.

For unlimited calling plans, unlimited calling applies only to calls made within the continental United States and Canada. Calls to Alaska, Hawaii and all non-Canadian international calls are subject to additional charges. Unlimited voice services are provided solely for live dialog between two individuals. Unlimited voice services may not be used for call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which do not consist of substantially uninterrupted live dialog between individuals. If ring-u finds that Customer is using an unlimited voice service offering for other than live dialog between two individuals, ring-u may, at its option, terminate Customer's service or change Customer's plan. ring-u may provide commercially reasonable written or email notice that it intends to take any of the above actions. Notwithstanding the foregoing, Customer shall be entitled to use ring-u conference calling services such as three way calling and ring-u-provided conference calling bridges. See Section 17 below for additional limitations pertaining to Customer's use of unlimited voice services.

## 17. Ancillary Services.

Caller name identification (i.e., caller ID with name) Services provided by ring-u are based on availability of such Services from ring-u's underlying providers. ring-u does not guarantee that such Services are available for all numbers in all serving areas. Certain Services provided by ring-u shall be subject to separate end-user license agreements ("EULAs"). The terms of such EULAs shall be binding upon the parties to this Agreement. If any such EULAs, or any provisions in such EULAs, are held to be unenforceable for any reason, the terms of this Agreement shall apply with respect to the supply of that Service. ring-u may introduce new ancillary Services to new and existing customers. Such ancillary Services may sometimes be offered on a trial basis for a specified period of time during which fees may or may not apply to Customer. In some cases, the terms of a trial may involve an automatic re-enrollment at the end of the trial unless the customer opts out of the trial and/or cancels the service during the term of the trial. In no event shall ring-u impose service fees on Customer for ancillary services without providing Customer the opportunity to opt-out of the trial and/or to cancel the ancillary Service during a no-cost trial period.

## 18. Use of the Services.

Customer shall use the Services only in a manner that fully complies with all Applicable Laws, as well as the terms and conditions of this Agreement. Use of the ring-u Equipment, the Services or other action that is in violation of this Section 18 or Section 19 or that causes a disruption in the ring-u network integrity, or in ring-u's determination threatens or compromises the security of ring-u, its vendors, its other customers or the Services whether directly or indirectly, is strictly prohibited and permits ring-u to suspend or terminate the Services without prior notice at the sole discretion of ring-u and further permits ring-u to disclose any relevant information, including Customer Confidential Information, to necessary

authorities or third parties. ring-u shall have the right, in its sole, but reasonably exercised discretion, not to accept, transmit or deliver any messages or content that it reasonably believes contains inappropriate content or that is, or could reasonably become, the subject of any legal, regulatory, or other governmental proceeding or process, including a law enforcement proceeding, process, or inquiry.

## 19. Service Use Restrictions.

1. **Commercial Use:** Customer agrees and represents that Customer is purchasing the Services and/or the equipment for Customer's internal use only, and Customer shall not resell, transfer or make a change to the Services without the advance express written permission of ring-u. Customer shall not in any way interfere with other users, the services or equipment of the network or use the Services in any way for (or as part of) any commercial service or application. Customer may not attempt to, in conjunction with any device, software program or service, circumvent technological measures employed to control access to the Service.
2. **Fair Use:** ring-u's business service plans and features are for normal, reasonable business use and consistent with the types and levels of usage by typical customers on the same business calling plan. "Typical" refers to the calling patterns of at least 95% of ring-u's business customers on the same business calling plan. Certain calling and messaging plans, including unlimited calling and messaging plans, are designed for normal commercial use and are not intended to represent typical usage by unique organizations such as call centers, resellers, fax messaging services, telemarketing firms, or for use without live dialog, such as transcription services, intercom or monitoring services. Unauthorized or excessive use beyond that normally experienced by typical, similarly situated business customers may cause extreme network capacity and congestion issues and interfere with ring-u's network and the third party networks with which ring-u connects for call initiation and completion services. Any use of the Services or any other action that causes a disruption in the network integrity of ring-u services or its vendors, whether directly or indirectly, is strictly prohibited and may result in termination of the Services.
3. **Evaluation of Usage.** ring-u evaluates Customer usage in comparison to typical levels of permissible usage engaged in by ring-u's customers (business use under business service plans or affiliate use under co-branded business service offers or business plans). Co-branded use is defined as ring-u's service that is provided by a third party partner under that third party partner's marketing brand, with or without reference to ring-u. The following is a non-exhaustive list of impermissible uses under ring-u's business plans and is considered outside of normal use, whether obtained directly from ring-u, an authorized reseller, or from a co-branded ring-u partner:
4. **Resale:** Resale to others a violation of the intent and letter of the ring-u service, these include but are not limited to: Auto-dialing or fax/voice blasts; Without live dialog, including use as a monitor or for transcription purposes; Continuous or extensive call forwarding; Continuous connectivity; Constant dialing; Iterative dialing; Fax broadcast; Fax blasting; and Telemarketing involving practices that are in violation of any law or regulation or any other activity that would be inconsistent with small business usage.
5. **Review of Unlimited Usage:** ring-u reserves the right to review usage of unlimited usage plans to ensure that customers are not abusing such plans. Customer agrees to use unlimited voice plans for normal voice and/or text message related communications with aggregate usage that falls within the range of similarly situated business customers. Use of unlimited "paperless facsimile"

service must also fall within the normal range of similarly situated business customers and shall in no event exceed 500 transmitted pages sent or received per month. In addition, Customer agrees that Customer will not employ methods or use devices to take advantage of unlimited plans by using the Services excessively or for means not intended by ring-u. ring-u may terminate service immediately if it determines, in its sole discretion, Customer is abusing an unlimited minute plan. ring-u deems usage that substantially exceeds the average volume of its other unlimited usage plan customers as abusive. Customer agrees that ring-u has the right to terminate Customer's service and/or charge Customer additional fees if Customer's usage is considered abusive in the sole discretion of ring-u.

6. Excessive Usage: If it is determined that Customer's usage is abusive, Customer agrees to pay a per minute, per text message, or per page fee for use in excess of typical levels at the then current rate established by ring-u, of at least \$.06 per minute for voice calls and/or \$.06 per facsimile page. At ring-u's sole option, Customer's service may be immediately terminated. THIS OVERAGE FEE APPLIES TO ALL PLANS INCLUDING THE UNLIMITED PLANS. A Customer's aggregate usage may be considered outside of normal use if involves excessive: Number of calls made to a conference calling service during a month; Number of calls terminated and re-initiated consecutively, which, in the aggregate, result in excessive call lengths during a specific time frame; Number of text messages; Number of inbound domestic toll free calling patterns during a month; or Other abnormal calling patterns indicative of an attempt to evade enforcement of this Reasonable Use Policy Based on such a combination, ring-u may determine that abnormal, unreasonable or impermissible usage is occurring when compared to typical customers on the same calling plan, and may take appropriate steps described below to enforce this Section 18 and Section 19, as well as the Terms of Service. If, in ring-u's sole discretion, ring-u affords Customer the opportunity to correct Customer's abnormal usage patterns and Customer fail to immediately conform to normal use, ring-u may exercise its right to transfer Customer's service to a more appropriate plan, charge applicable rates for that plan, implement other limitations or suspend or terminate Customer's service with or without notice.
7. Prohibited Use of the Services: Customer may not use any automated means to manipulate our Service or use our Service to violate any law, rule, regulation or any third parties intellectual property or personal rights. By way of example, Customer shall not use our Service or our device to: Impersonate another person; Send bulk unsolicited messages; Use robots, data mining techniques or other automated devices or programs to catalog, Download, store or otherwise reproduce or distribute information from our Service or use any automated means to manipulate our Service; Violate any law, rule or regulation; Violate any third party's intellectual property or personal rights; or Exceed Customer's permitted access to our Service. ring-u may remove or block all communications if ring-u suspects a violation of this Agreement, or if ring-u thinks it necessary in order to protect ring-u's Service, or ring-u, its parent, affiliates, directors, officers, agents, and employees from harm.
8. For Lawful and Appropriate Purposes Only: ring-u's Rights. Customer may not use our Service or devices in any way that is illegal, improper or inappropriate. The following is a non-exhaustive list of examples of illegal, improper, or inappropriate uses of our Service and or devices: Threatening; Abusive; Harassing; Defamatory; Libelous; Deceptive; and Invasive of another's privacy or any similar behavior

---

## 20. Fraudulent Use of Service.

Customer shall bear the risk of loss and assume all liability arising from prohibited, unauthorized or fraudulent usage of Services. Any such prohibited, unauthorized or fraudulent use shall be deemed a material breach of the Agreement by Customer. Customer is responsible to secure all credentials used to access the Services, including credentials used by telephones or softphones and credentials used by end users or administrators, as well as the media access control (MAC) address of telephones used by Customer. Customer acknowledges that placing telephones on a publicly accessible internet protocol address or a publicly accessible network will subject the Customer to a higher level of risk for fraudulent activity. Customer shall not be excused from paying for Services or any portion thereof on the basis that fraudulent calls, and any charges associated with such calls (e.g. long distance charges), comprised a corresponding portion of the Services. In the event ring-u discovers fraudulent calls being made, Customer consents to ring-u taking actions it deems reasonably necessary (including blocking access to particular calling numbers or geographic areas), without notice to Customer, to prevent such calls from taking place. Customer acknowledges and agrees that ring-u: (a) is under no obligation to investigate the authenticity of calls charged to Customer's account, (b) is under no obligation to take action to prevent such calls from being made, and © is not liable for any fraudulent calls processed by ring-u and billed to Customer's account.

## 21. No Resale.

Customer represents and warrants that it will be the ultimate end user of the Service. Customer shall not in any way resell, license, permit nor allow any third party to use the Services without receiving ring-u's prior written consent.

## 22. Third Party Networks.

In some cases, ring-u may utilize the public Internet and third party networks outside of its control in conjunction with the provision and maintenance of the Services and its websites. In such cases, ring-u makes no representation that the Internet or any such third party network will adequately secure or protect the privacy of Customer or any end user's personal information, and ring-u expressly denies any associated liability. Actions or inactions caused by these third party networks can result in situations in which ring-u customers' connections may be impaired or disrupted. Although ring-u will use commercially reasonable efforts to remedy or avoid such events, ring-u expressly disclaims warranties with respect to these third party networks or any disruptions that may occur thereon. Unless required by law, subpoena, court order, warrant or other valid government request, ring-u will only share Customer's personally identifiable information with other ring-u entities and/or business partners (including Marketing Partners and Authorized Distributors) that are acting on ring-u's behalf to perform the activities described herein and in accordance with the ring-u Privacy Policy.

---

## 23. Required Maintenance.

ring-u reserves the right to perform repair and maintenance or to upgrade, update or enhance (collectively, the “Maintenance”) its network, infrastructure, website(s), Services and/or ring-u Equipment with or without prior notice or liability to Customer, even if the Maintenance causes a partial or full disruption of the Services; provided, however, and subject to ring-u’s business needs, ring-u shall use commercially reasonable efforts to perform the Maintenance in a manner so as to avoid unduly interfering with Customer’s use of the Services, including by providing reasonable commercial notice where feasible.

## 24. Voice-to-Text and Text-to-Voice Limitations.

Certain ring-u Services may provide a function that allows voicemails to be converted to text and vice-versa. Customer understands and agrees that ring-u’s voice-to-text (“VTT”) and text-to-voice (“TTV”) features may not accurately transcribe voicemails or articulate text messages, respectively. Customer is solely responsible for checking the original message and verifying the accuracy of the message when using any VTT or TTV features. ring-u expressly disclaims all liability with respect to the conversion of voicemails to text or vice-versa.

## 25. Suggestions and Feedback.

In the event that Customer provides ring-u with suggestions, enhancement requests, recommendations, proposals, documents, or other feedback with respect to the Services or Software (collectively, “Suggestions”), Customer grants ring-u and its Affiliates a royalty-free, worldwide, irrevocable, perpetual license to use, modify, and distribute such Suggestions in connection with efforts to improve, enhance or modify the Services or Software without compensation to Customer or attribution of any kind.

## 26. Default and Remedies.

1. Customer Default: If Customer either (a) fails to make any payment when due and such failure continues for five (5) business days after written notice from ring-u, or (b) fails to observe or perform any other material term of this Agreement and such failure continues for thirty (30) days after written notice from ring-u, then ring-u may elect to: (i) terminate this Agreement and/or any Sales Transaction, in whole or in part; (ii) immediately suspend Customer’s Service, in whole or in part; and/or (iii) pursue all remedies ring-u may have at law or in equity.
2. Suspension of Services: Notwithstanding any other provision of this Agreement, ring-u may suspend Customer’s right to access or use any portion or all of the Service immediately and without liability to Customer in any of the following circumstances: (i) Customer’s use of the Service violates Applicable Laws or the RUP; (ii) ring-u is legally required to suspend or



terminate Service; (iii) Customer's use of the Service poses a security risk to the Service or any third party or may subject ring-u or any third party to liability; (iv) the occurrence or threat of any other event or circumstance for which ring-u reasonably believes that suspension of Service is necessary to protect the ring-u (or other third-party) network, systems or customers; or (v) Customer's failure to make payment (as set forth in Section 11).

3. ring-u Default: If ring-u fails to observe or perform any material term of this Agreement, Customer may terminate any applicable Sales Transaction only after Customer has delivered written notice of such failure to ring-u, such notice to contain reasonable detail describing any breach, and ring-u has failed to remedy such failure within thirty (30) business days of its receipt of Customer's written notice.

## **27. RIGHT TO TERMINATE OR MODIFY SERVICES.**

ring-u may modify the Services, including but not limited to the price, content or nature of the Services, upon written notice to Customer. Customer's continued use of the Services constitutes Customer's agreement with the modified Services.

## **28. Warranty Disclaimer.**

ring-u PROVIDES THE SERVICES, EQUIPMENT AND SOFTWARE ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND (EXCEPT FOR ANY THIRD PARTY MANUFACTURER WARRANTIES THAT MAY BE APPLICABLE TO EQUIPMENT PURCHASED BY CUSTOMER FROM ring-u), WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ring-u MAKES NO WARRANTY THAT THE SERVICES WILL MEET CUSTOMER REQUIREMENTS, SPECIFICATIONS, EXPECTATIONS OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED, THAT THE SERVICES WILL OPERATE IN COMBINATION WITH CUSTOMER CONTENT, CUSTOMER APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY ring-u. CUSTOMER ACKNOWLEDGES THAT ring-u DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ring-u IS NOT RESPONSIBLE FOR MESSAGES OR INFORMATION LOST OR MISDIRECTED DUE TO INTERRUPTIONS OR FLUCTUATIONS IN THE SERVICES OR THE INTERNET IN GENERAL, OR FOR ANY ISSUES RELATED TO THE PERFORMANCE, USE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM CUSTOMER'S USE, CUSTOMER CONTENT, CUSTOMER APPLICATIONS, OR THIRD PARTY CONTENT. ring-u DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS OR USEFULNESS OF THIRD PARTY CONTENT. TO THE EXTENT THAT ring-u CANNOT DISCLAIM ANY WARRANTIES IN CERTAIN JURISDICTIONS, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW. ALTHOUGH REASONABLE EFFORTS ARE MADE TO PROVIDE SECURITY FOR VOICEMAILS AND FAX TRANSMISSIONS, ring-u MAKES NO GUARANTEES OR WARRANTIES OF SECURITY.

---

## 29. Limitation of Liability.

NEITHER ring-u, NOR ITS AFFILIATES, VENDORS, SUPPLIERS, DISTRIBUTORS, CHANNEL AND OTHER MARKETING PARTNERS OR OTHER REPRESENTATIVES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, REPLACEMENT COSTS, OR ANY LOSS OF REVENUE OR PROFITS, CONTENT, DATA, OR DATA USE, EVEN IF ring-u HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE REASONABLY BEEN FORESEEN BY ring-u. ring-u'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO ring-u UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM SUBJECT TO THIS SECTION 28. THE PARTIES ACKNOWLEDGE AND ACCEPT THE REASONABLENESS OF THE DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 28.

## 30. Indemnification.

Customer agrees to defend, indemnify and hold harmless ring-u from and against any loss, damage or costs (including reasonable attorney's fees) incurred in connection with claims made or brought against ring-u by a third party arising from or relating to: (i) any act, error, omission, fault, negligence, or misconduct of Customer or any user of the Services, Software or ring-u Equipment, whether authorized or unauthorized by Customer; (ii) Customer's breach of any obligation, warranty, representation, or covenant of this Agreement or the RUP; (iii) any claim by any employee or invitee of Customer or user other than a claim based on the gross negligence or willful misconduct of ring-u; (iv) any claim by any customer of Customer, end user or other third party relating to, or arising from, Customer Data or Customer's use of the Services, Software or ring-u Equipment; or (v) violation of any Applicable Laws by Customer or any Customer employee, contractor or agent.

## 31. Confidentiality.

"Confidential Information" means all nonpublic information relating to a Party or its Affiliates that (i) if provided in writing, is marked or labeled as confidential or proprietary, or (ii) if provided verbally, is designated as confidential at the time of disclosure, or (iii) even if not so marked, labeled or identified, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation, all nonpublic information relating to (i) a Party's or its Affiliates' technology, customers, employees, business plans, agreements, finances and other business affairs, (ii) the ring-u network or service delivery platform, and (iii) the terms of any Sales Transaction. Confidential Information does not include any information that (i) has become publicly available without breach of this Agreement, (ii) was known to the Party receiving Confidential Information under this Agreement (the "Receiving Party") at the time of its receipt from the Party disclosing the Confidential Information (the "Disclosing Party") or its Affiliates as shown by

documentation reasonably acceptable to Disclosing Party, (iii) is received from a third party who did not acquire or disclose such information by a wrongful or tortious act, or (iv) was independently developed by the Receiving Party without use of any Confidential Information as shown by documentation reasonably acceptable to Disclosing Party. Each Party hereby agrees to hold Confidential Information in strict confidence and shall, in any case, protect such Confidential Information with no less diligence than that with which it protects its own confidential or proprietary information of a similar nature. The Receiving Party agrees not to use any Confidential Information of the Disclosing Party for any purpose unrelated to the Services. Each Party may disclose the Confidential Information of the other Party on a “need to know basis” and then only to its (and, in the case of ring-u, its Affiliates’) directors, officers, advisors, employees and other legal, business or financial partners or representatives; provided that all such persons are subject to written confidentiality agreements which contain provisions which are no less restrictive than the provisions of this Section 30. In addition, ring-u may disclose this Agreement under a comparable non-disclosure agreement in response to a third party due diligence request supporting a financing or non-ordinary course of business corporate transaction. If the Receiving Party is legally compelled by any means (including deposition, interrogatory, request for documents, subpoena, civil or regulatory investigative demand or similar process) to disclose Confidential Information of the Disclosing Party, subject to applicable laws, the Receiving Party must provide the Disclosing Party with prompt written notice of such legal requirement in order to allow the Disclosing Party to seek a protective order or other appropriate remedy or waive compliance with this Section 30. Upon the termination or expiration of this Agreement, or at any time upon the request of the Disclosing Party, the Receiving Party shall, at the Disclosing Party’s option, return or destroy (and certify as to such destruction) all Confidential Information of the Disclosing Party in its control or possession, other than copies which the Receiving Party may be required to maintain under applicable law or regulation.

## **32. EMERGENCY 911 SERVICES.**

BY USING THE SERVICE AND/OR RING-U EQUIPMENT, CUSTOMER ACKNOWLEDGES THE LIMITATIONS OF RING-U E911 SERVICE AS DESCRIBED IN THE E911 DISCLOSURE, AS WELL AS THOSE SET FORTH IN THIS SECTION 31. CUSTOMER AGREES AND ACKNOWLEDGES THAT WHILE MOST RING-U SERVICES OFFER ACCESS TO E911 SERVICE, OTHERS MAY NOT. CUSTOMER IS ADVISED TO THOROUGHLY READ AND UNDERSTAND THE E911 DISCLOSURE AND THE OPTIONS AVAILABLE. CUSTOMER ACKNOWLEDGES THAT IT HAS RECEIVED THE E911 DISCLOSURE AND HAS READ, UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS OF THE E911 DISCLOSURE, AND ASSUMES THE RISKS ASSOCIATED WITH THE RING-U E911 SERVICE LIMITATIONS.

## **33. Local Number Portability.**

1. Number Transfer on Service Activation: In the event Customer is not utilizing a new phone number or numbers for the Services, but rather is transferring existing phone number(s) which currently is subscribed to a carrier other than ring-u to ring-u, the terms and conditions of this section shall apply:
  1. Customer hereby authorizes ring-u to notify Customer’s current local telephone company or

other service provider of its decision to switch local, local toll and long distance services to ring-u and represents that Customer is authorized to take this action;

2. Customer acknowledges that service providers require verification of identity, as well as authorization and other reasonable information in order to transfer (or “port”) any numbers to ring-u. Customer must correctly complete a letter of authorization, provide ring-u with a copy of Customer’s most recent bill from such service provider, and provide ring-u with any other information required by such service provider to port Customer’s number to ring-u. FAILURE TO PROVIDE ANY INFORMATION REQUESTED BY RING-U OR THE THIRD PARTY SERVICE PROVIDER WILL DELAY THE PORTING OF THE NUMBER TO RING-U. RING-U SHALL NOT BE RESPONSIBLE FOR ANY DELAY IN THE PORT OF CUSTOMER’S NUMBER AND WILL NOT PROVIDE CREDIT FOR ANY SUCH DELAYS.

3. Customer agrees and acknowledges that if the Services are set up prior to the date that the number transfer becomes effective (“Port Effective Date”), Customer may only be able to make outgoing calls using the Services. In such event, Customer should keep another phone connected to the existing phone number to receive incoming calls until the Port Effective Date, after which Customer will be able to both make and receive calls using the Service. Customer agrees and acknowledges that if the Activation Date has not occurred as of the Port Effective Date, its existing phone service for the number being transferred may be disconnected and Customer may have no service for that number. Therefore, to avoid an interruption in Customer’s phone service, Services must be activated prior to the Port Effective Date. An estimate of the Port Effective Date will be sent to Customer via e-mail by ring-u.

2. Number Transfer on Service Termination: After the Activation Date, ring-u or its providers may receive requests from other telephony providers (“Requesting Party”) acting as agents on Customer’s behalf to port a telephone number currently assigned to Customer to a third party provider (“Port-Out”). ring-u will support all such requests and will cooperate with the Requesting Party to perform any Port-Out in accordance with the Requesting Party’s reasonable directions and ring-u’s or its vendors’ standard operating procedures. Until the effective date of Customer’s proper termination (in accordance with the terms of this Agreement), Customer will: (a) remain a ring-u customer; and (b) be responsible for all charges and fees associated with Customer’s ring-u Service. Customer will not receive any refund or partial refund or any credits for any charges already billed to Customer’s account. ring-u assumes no liability for costs associated with any numbers that cannot be ported or that Customer chooses not to port. Customer acknowledges that in the event of any account termination or cancellation, all telephone numbers associated with Customer’s account may be released. Similarly, the cancellation of individual services that have associated telephone numbers will result in the release of such numbers. Customer acknowledges that it is Customer’s responsibility to work with a third party provider to port out those numbers prior to Customer’s termination or cancellation of Customer’s account or termination of Services.

1. Cancellation. If Customer requests that a new service provider port a number from ring-u, then Customer is required to inform ring-u of Customer’s intent to terminate the specific affected Services on Customer’s account or ring-u will continue to bill for such Services. Customer will continue to be responsible for all the charges and fees associated with the remaining Services on Customer’s ring-u account. Customer will not receive any refund or partial refund or any credits for any charges already billed to Customer’s account.

2. Consent & Electronic Submission” In some cases, ring-u may permit Customer to submit

documentation required to port numbers using a web-enabled user interface. Customer may withdraw Customer's consent to submit Customer's porting request electronically by contacting ring-u Customer Care prior to our submitting the porting request to the carrier. Customer's consent to electronic submission applies only to the specific porting request Customer submit through web-enabled interface.

3. Facsimile Service: Numbers assigned by ring-u for ring-u's facsimile service cannot be ported to a new service provider without the assistance and cooperation of ring-u' underlying partner. ring-u will use commercially reasonable efforts to facilitate a port of a facsimile number which was ported on Customer's behalf to ring-u by another service provider. Customer may be required to pay a porting fee to ring-u not to exceed One Hundred Dollars (\$100.00) per facsimile number ported.

## 34. Beta Services and Software.

Certain Services or Software may be designated or offered as a "beta" version ("Beta Version") of a Service or Software, which may or may not be released as a full commercial service in the future. Except as otherwise indicated under separate terms and conditions that may apply to such Beta Versions, ring-u shall not charge for such Beta Versions, but reserves the right to charge for subsequent versions of the Beta Version, including any potential commercial releases. Customer acknowledges and agrees that the Beta Version may contain, in ring-u's sole discretion, more or fewer features or different licensing terms than a subsequent commercial release version of the Beta Version. ring-u reserves the right not to release later commercial release versions of the Beta Version. Without limiting any disclaimer of warranty or other limitation stated in these Terms (or any separate terms and conditions that would otherwise be applicable to such Beta Versions), Customer agrees that Beta Versions are not considered by ring-u to be suitable for commercial use, and that may contain errors affecting their proper operation. CUSTOMER ACKNOWLEDGES AND AGREES THAT USE OF ANY BETA VERSION MAY EXHIBIT SPORADIC DISRUPTIONS THAT HAVE THE POTENTIAL TO DISRUPT CUSTOMER'S USE OF ANY SERVICES OR SOFTWARE. NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS, INCLUDING ring-u SPECIFICALLY DISCLAIMS ALL DAMAGES RESULTING FROM CUSTOMER'S USE OF ANY BETA VERSION. The fact and existence of any Beta Version shall be deemed to be ring-u Confidential Information under this Agreement.

## 35. General.

1. Assignment: This Agreement inures to and is binding upon the Parties' successors and permitted assignees. Customer shall not assign this Agreement without ring-u's prior written consent, not to be unreasonably conditioned, withheld or delayed; provided that Customer may, without consent, but with reasonable prior written notice, assign its rights and obligations hereunder to any parent, affiliate or subsidiary of Customer or pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all its assets; provided, however, that any proposed assignee shall be at least as creditworthy as Customer (as reasonably determined by ring-u), shall agree in advance and in writing to assume and be bound by all provisions of this Agreement, and shall deliver to

ring-u fully-executed documents reasonably acceptable to ring-u establishing the terms of such an assignment. Any assignment by Customer other than as permitted by this Section 34(a) shall be void and of no force or effect.

2. Force Majeure: Neither Party is liable for any failure of performance (other than for delay or performance in the payment of money due and payable hereunder) to the extent such failure is due to any cause or causes beyond such Party's reasonable control, including acts of God, fire, explosion, vandalism, cable cut, adverse weather conditions, governmental action, acts of terrorism or strikes and similar labor difficulties. Either Party's invocation of this clause will not relieve Customer of its obligation to pay for any Services actually provided or permits Customer to terminate any Services except as expressly provided herein. In the event such force majeure event prevents the availability or material use of the affected portion of Services and such event continues for more than ten (10) consecutive days, either Party may terminate the affected portion of the Services without liability.
3. Intellectual Property and Publicity: Except as explicitly granted herein, neither Party is granted a license or other right (express, implied or otherwise) to use any trademarks, copyrights, service marks, logos, trade names, patents, trade secrets or other form of intellectual property of the other Party or its affiliates without the express prior written authorization of the other Party. Customer will not issue any press release or other public statement relating to this Agreement, except as may be required by law or agreed by ring-u in a writing signed by an authorized representative of ring-u's Corporate Communications department. Customer agrees that ring-u may identify Customer using its name, trademarks and/or logos in its marketing collateral, presentations and websites, provided that Customer may revoke such right with written notice to ring-u at any time.
4. Nonexclusive: This Agreement is non-exclusive. Nothing in this Agreement prevents either Party from entering into similar arrangements with other persons or entities.
5. Notices: Except as otherwise provided in this Agreement,
  1. To Customer: In the event ring-u is required or desires to provide Customer with notice under this Agreement, it will provide electronic notice to the e-mail address on file for the Company Contact and/or BIG BOSS/Administrator. In the event Customer changes its e-mail address for notice purposes, Customer shall advise ring-u immediately in writing. Customer hereby agrees to electronic delivery of all required notifications, including invoices, unless otherwise expressly provided herein.
  2. To ring-u: Any notice required or given under this Agreement to ring-u (except for billing dispute as described in Section 11) will be in writing and delivered to ring-u as follows:

ring-u:

Attn: Legal Matters  
100 Cherokee Blvd, Ste 311  
Chattanooga, TN 37405

1. Such address and contact information may be changed by either Party by prior written notice to the other Party in accordance with this paragraph. A notice will be deemed to be duly given (i) on the date of delivery if personally delivered by hand or by a nationally recognized overnight express courier, or (ii) upon the third day after such notice is deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested. For clarity, e-mail or fax notices are informational only and shall not constitute formal notice.

2. Facsimile and Electronic Transmission; Counterparts. Sales Transactions, and other documents that may be executed in connection with the Services (collectively "Service Documentation"), may be executed and delivered by facsimile or electronic transmission, and upon receipt, such transmission shall be deemed the delivery of an original. Service Documentation may be executed in several counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall each constitute one and the same instrument.
3. Electronic Communications and Consent to use of Electronic Signatures and Records. As a convenience and courtesy to you, ring-u provides access to its Services online which may require Customer to enter into agreements or receive notices electronically. Accordingly, Customer acknowledges and agrees that by clicking "I Agree" or "I Accept" anywhere on a ring-u website:
4. Customer agrees to conduct electronically the particular transaction into which Customer thereby enters including, without limitation, entering into this Agreement;
5. Customer has read and understands the electronic copy of electronic contracts, notices and records, including, without limitation, this Agreement, and any policies and any amendments hereto or thereto;
6. Customer agrees to, and intends to be bound by, the terms of the particular transaction into which Customer thereby enters;
7. Customer is capable of printing or storing a copy of electronic records of transactions into which Customer enters including, without limitation, this Agreement and any amendments hereto;
8. Customer agrees to receive electronically information about the Services and other electronic records into which Customer thereby enters including, without limitation, this Agreement; and
9. Customer agrees that any personally identifiable information that Customer provides may be used by ring-u and its Authorized Distributors or Marketing Partners in accordance with the ring-u Privacy Policy.
10. Basis of Bargain; Failure of Essential Purpose. Customer acknowledges and agrees that ring-u has established its prices and entered into this Agreement in reliance upon the limitations and exclusions of liability and the warranty disclaimers set forth in this Agreement, and that they are an essential basis of the bargain between the parties and are material terms of this Agreement. The Parties agree that the limitations and exclusions of liability and warranty disclaimers specified in this Agreement will survive and apply even if found to have failed their essential purpose, and Customer hereby waives its right to contest the enforceability of any provision of this Agreement by reason of such failure.
11. No Commitments: Customer represents that ring-u has made no commitments or promises orally or in writing with respect to delivery of any future features or functions. In relation to any future features or functions, all presentations, RFP responses, and/or product roadmap documents, information or discussions, either prior to or following the date herein, are informational only, and are not the basis for, nor part of this this Agreement or any Sales Transaction. ring-u has no obligation to provide any future releases or upgrades or any features, enhancements or functions, unless specifically agreed to by both Parties. Customer acknowledges that its purchasing decisions are not based upon any future features or functions.
12. Survival, Modification: The terms and conditions of this Agreement will survive the expiration or other termination of this Agreement to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favor they operate. Except for the rights of ring-u in Section 1, all modifications, amendments, supplements to or waivers of this Agreement must be in writing and executed by authorized representatives of both parties.

13. Relationship of the Parties: The relationship of ring-u and Customer shall not be that of partners, agents or joint venturers for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between the Parties for any purposes. ring-u and Customer shall be independent parties and shall discharge their contractual obligations at their own risk subject to the terms of this Agreement.
14. Third Party Services: ring-u may use or rely on one or more licensors, service providers, and/or equipment providers or equipment lessors whose products, equipment and/or services are provided in conjunction with, or incorporated into, the Services and/or ring-u Equipment (“Third-Party Services”). Each provider of such Third-Party Services (a “Third-Party Service Provider”) is expressly made a third party beneficiary under the applicable Sales Transactions and this Agreement and shall have the right to enforce the terms and conditions of the Sales Transactions and this Agreement respecting any terms affecting such Third-Party Service Provider as if such Third-Party Service Provider were a party to the Sales Transaction and/or this Agreement. No other third party beneficiaries of this Agreement are intended by the Parties. Further, Third-Party Services may be governed by separate legal terms and conditions, which may be found or identified in documentation or on other media delivered with the Third-Party Services and which are incorporated by reference into these Terms and shall govern the use of **Third-Party Services**: Customer agrees to comply with such terms and conditions of all Third-Party Services and Third-Party Service Providers. Any non-compliance with terms and conditions of Third Party Service Providers shall be considered non-compliance with these Terms.
15. Waiver: The failure of either Party to enforce compliance with a provision of this Agreement shall not be construed as a general waiver of such provision or any other provision.
16. Severability: If any term, covenant or condition contained in this Agreement or any Sales Transaction is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
17. Governing Law: The laws of the State of Tennessee will govern this Agreement, without reference to its principles of conflicts of laws. Because this agreement is a transaction in interstate commerce, the Federal Arbitration Act (“FAA”), and not state arbitration law, shall govern the interpretation, validity and enforceability of the arbitration provision in Section 35, below.
18. Entire Agreement: This Agreement supersedes any prior or contemporaneous agreements, statements, understandings, writings, commitments, or representations concerning its subject matter, as between Customer and ring-u.
19. Export Controls: Customer agrees to comply fully with all relevant export laws and regulations of the United States, including the U.S. Export Administration Regulations, administered by the Department of Commerce. Customer also expressly agrees that it shall not export, directly or indirectly, re-export, divert, or transfer any portion of ring-u Service, Equipment or Software to any destination, company, or person restricted or prohibited by U.S. export controls.

## 36. Dispute Resolution; Binding Arbitration.

1. Written Notice: In the event either Party has a dispute or claim against the other Party (except with respect to invoice disputes which are addressed in Section 11(e)), the disputing Party shall provide written notice to the other Party in accordance with the provisions of Section 34(e).



2. Initial Escalation to Management: The Parties agree to escalate disputes to their respective management, who will use commercially reasonable efforts to resolve the dispute by consulting with each other in good faith to reach an equitable resolution satisfactory to both parties within thirty (30) days of the receipt of notice. Neither Party shall pursue or begin proceedings regarding the dispute in any court, administrative arbitral, or other adjudicative body prior to engaging in such consultations and negotiations.
3. Resolution in Small Claims Court: In the event the dispute is not resolved, and the claim falls within the dollar limit allowed by applicable state law along with any other jurisdictional requirements, either Party may seek to have that dispute resolved in small claims court in any state in which Services are provided to the Customer by ring-u.
4. Binding Arbitration: If negotiations fail to resolve the dispute within thirty (30) days, and/or small claims court is not a valid option due to the size or nature of the claim, all disputed claims (except for claims set forth in subsection (e) below) must be resolved by binding arbitration before a single arbitrator in accordance with the commercial rules of the American Arbitration Association (“AAA”) (available on the AAA website, [www.adr.org/aaa](http://www.adr.org/aaa)) in effect as of the date this Agreement goes into effect. This agreement to arbitrate is intended to be given the broadest possible meaning under Applicable Laws. The initiation of an arbitration dispute shall not otherwise prevent ring-u or Customer from terminating Services in accordance with the Terms.
5. Disputes About This Agreement to Arbitrate: Disputes about the arbitrability of any claims and/or the scope, enforceability, or validity of this arbitration agreement shall be decided by an arbitrator.
6. Disputes That Need Not Be Arbitrated: Disputed claims involving either Party’s intellectual property rights, indemnity, or confidentiality obligations; fraudulent or unauthorized use, theft, or piracy of service; or matters relating to injunctions or other relief may be resolved by binding arbitration as set forth in subsection (d), but are not required to be resolved by binding arbitration and may be heard in a court of law, at the option of the entity asserting the disputed claim.
7. Notice for Commencing Arbitration: If an agreement to resolve the dispute is not reached, an arbitration proceeding may be started by downloading or copying a form from the AAA website (<http://www.adr.org>). The amount of any settlement offer made by Customer or ring-u shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which Customer or ring-u is entitled.
8. Location: All hearings conducted as part of the arbitration shall take place at a location, convenient to Customer, based upon Customer’s billing address (or service address if no business address is provided). If Customer claim is for \$10,000 or less, Customer or ring-u may request that the arbitration be conducted solely on the basis of documents submitted to the arbitrator or through a telephonic hearing. If either party objects, then the arbitrator shall proceed to an in-person hearing as established by the AAA Rules. If Customer claim is in excess of \$10,000, the right to a hearing will be determined by the AAA rules.
9. Costs: Each Party will be responsible for its own costs incurred in the arbitration, including arbitration filing fees and attorneys’ or expert witness fees. The arbitrator’s costs and expenses shall be shared equally between the Parties. If a Party elects to appeal an award or seeks to vacate the award in court, the prevailing Party in the appeal or judicial proceeding shall be entitled to recover all reasonable attorneys’ fees incurred in that appeal or judicial proceeding.
10. Waiver of Jury Trial: Customer and ring-u agree to waive the right to a trial by jury, and that the arbitrator may award relief only in favor of the Party seeking relief and only to the extent necessary. The arbitrator may not award special, indirect, punitive, incidental or consequential

damages. CUSTOMER AND RING-U AGREE THAT CUSTOMER MAY BRING CLAIMS AGAINST ring-u ONLY IN CUSTOMER'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING AND THAT CUSTOMER EXPRESSLY WAIVES ITS RIGHT TO BRING A CLASS ACTION SUIT. Customer and ring-u agree that the arbitrator may not consolidate more than one person's or entity's claims, and may not otherwise preside over any form of a representative or class proceeding.

11. Severability: If anything in this provision is held invalid or unenforceable, the rest of the provision remains valid and enforceable to the fullest extent permitted by law.

## END OF TERMS OF SERVICE

From:

<https://wiki.ring-u.com/wiki/> - **support wiki**

Permanent link:

<https://wiki.ring-u.com/wiki/doku.php?id=terms>



Last update: **2019/06/03 15:19**