

## FLOW-DOWN TERMS OF SERVICE FOR GLIP SERVICES FROM RESELLER TO CUSTOMER

These Glip Terms of Service (the “**Glip TOS**”) contain the terms and conditions upon which Reseller (“**Reseller**”) provides Glip by RingCentral (“**Glip**”) to you on behalf of yourself and any entity that you represent (“**Customer**”). The Agreement further includes all agreements related to Business VoIP Services between Reseller and the Customer. To the extent there is any conflict between the Business VoIP Service agreement and these Glip TOS, the applicable terms of the Business VoIP Service agreement shall govern.

The Customer’s use of Glip are further subject to the general Terms of Service for the provision and use of Business VoIP Services (the “**Business VoIP TOS**”, available at ([link](#))), the terms of which are incorporated herein by reference. Any software provided or used in conjunction with Glip shall hereafter be deemed a part of the “**Business VoIP Services**.” To the extent there is any conflict between the terms of the Business VoIP TOS and this Glip TOS, the applicable terms of this Glip TOS shall govern.

Any capitalized terms not defined herein will have the same meaning as in the Business VoIP TOS.

### 1. Definitions

- A. “**Authorized Service Provider Marks**” means Marks of Reseller’s Authorized Service Provider, RingCentral, Inc.
- B. “**CRTC**” means the Canadian Radio-television and Telecommunications Commission (CRTC).
- C. “**EC Directive**” means the United Kingdom’s the Privacy and Electronic Communications (EC Directive) Regulations of 2003.
- D. “**Glip**” has the meaning set forth in the preamble to these Glip TOS.
- E. “**Glip Materials**” means any documentation, support materials, knowledge base articles, instructions, marketing materials, or other materials provided in connection with Glip, regardless of form.
- F. “**CMCA**” means Singapore’s Computer Misuse and Cybersecurity Act, Chapter 50A.
- G. “**Customer**” has the meaning set forth in the preamble to these Glip TOS.
- H. “**Customer Data**” means any information provided by Customer to Reseller or its Authorized Service Provider, or data that is uploaded and/or shared through Glip, including without limitation, conversations, files, schedules, tasks, agent names, phone numbers, text messages, email addresses, skills, and work performance metrics, or any other content provided by Customer. It shall also be defined as the contact history, which is a record of the transactions processed by Reseller or its Authorized Service Provider. Items in contact history may include automatic number identification, caller identification, point of contact information, the

contents of any recorded call and other miscellaneous information from contact types such as chat, text, e-mail, or other work items.

- I. “**Customer Contact Data**” includes the names, addresses, phone numbers, email addresses and other information that users shared on Glip.
- J. “**Customer Content**” means any information that is transmitted through, stored in, or processed by Glip that is generated by (a) Customer or (b) a third party interacting with Customer through the service. Customer Content includes, without limitation, any files a Customer uploads to Glip, notes a Customer posts to Glip, and the contents of any conversations in which Customer engages through Glip.
- K. “**Documentation**” means documentation and similar materials concerning Glip that Reseller or its Authorized Service Provider distributes generally to End Users licensed in connection with their subscriptions to Glip, including without limitation, manuals, descriptions, user and/or installation instructions, diagrams, printouts, listings, flowcharts and training materials, together with any modifications and updates of such materials.
- L. “**End User**” means any Person that uses Customer’s subscription to Glip.
- M. “**Business VoIP TOS**” has the meaning set forth in the Preamble to these Glip TOS.
- N. “**Marks**” means United States and foreign trademarks, service marks, copyrights, patents, trade dress, logos, and product and service names.
- O. “**Party**” or “**Parties**” means Reseller and/or Customer, as the case may be.
- P. “**Person**” means any natural person or legal entity, regardless of form.
- Q. “**PDPA**” means Singapore’s Personal Data Protection Act of 2012.
- R. “**Representatives**” means, with respect to any Person, the officers, directors, employees, users, subcontractors, and agents of such Person.
- S. “**SCA**” means Singapore’s Spam Control Act, Chapter 311A.
- T. “**Service Contract**” includes any single, multiple, or a combination of any Reseller or Authorized Service Provider written agreement(s) governing Customer’s subscription to Business VoIP Services, Contact Center Services or Glip.
- U. “**Business VoIP Services**” means products and related services listed on any Service Contract relating to Glip, with the exception of equipment. These items may include but are not limited to, service for Glip, Telecom Carrier Services, Long Distance, Inbound Voice, Chat, Text and Email, Customer Survey and Reporting.
- V. “**Service Term**” means the time period specified in the Business VoIP Service contract.
- W. “**Third Party Marks**” means Marks of any third party.
- X. “**TCPA**” means the United States Federal Telephone Consumer Protection Act of 1991.

## **2. Compliance with Laws**

Customer shall be solely responsible for complying with all Applicable Laws of the country or territory in which Customer uses Glip. In addition, Customer shall be solely responsible for all actions and omissions related to compliance with local, state, federal and international consumer protection and marketing laws, regulations, guidelines and industry standards, including but not limited to, the TCPA, Telemarketing Sales Rule, Do Not Call Registry, Mobile Marketing Best Practices, and Common Short Code Acceptable Use Policy, and any other similar laws, rules or regulations. If Customer receives any notice or becomes aware of any violation of any law, statute, rule, regulation or ordinance by its subscription to Glip or the use thereof, Customer shall promptly notify Reseller or its Authorized Service Provider of such notice or violation.

Reseller or its Authorized Service Provider may amend all or any part of these Glip TOS to be in compliance with regulatory, legal, or service provider changes that affect Glip. Any such modifications and/or amendments to these Glip TOS shall become effective upon publication on Reseller's website at ([link](#)). Customer's continued use of Glip following any such modification and/or amendment shall be deemed acknowledgment thereof and consent thereto.

## **3. Limited License**

Subject to the terms and conditions of these Glip TOS and effective only during the Business VoIP Service term, Reseller and its Authorized Service Provider grants to Customer a limited, personal, revocable, non-sublicensable, non-assignable, non-transferable, non-resellable, and non-exclusive right and license to use Glip and any Glip Materials provided in connection therewith solely to operate Glip strictly in accordance with these Glip TOS. For the avoidance of doubt, nothing in these Glip TOS or in the Business VoIP Service contract shall be construed to grant to Customer any right to reproduce, market, or distribute Glip or any of its documentation, or to use the same for any purpose other than its internal business purposes and by it and its Representatives.

Customer shall not (a) attempt to reverse engineer, decompile, disassemble, or otherwise translate or modify Intellectual Property in Glip or any Glip Materials in any manner; (b) market, sell, assign, license, sublicense or otherwise transfer, transmit, or convey such Intellectual Property; (c) defeat, disable, or circumvent any protection mechanism related to Glip; (d) allow any service provider or other third party, with the exception of the Authorized Service Provider's authorized maintenance providers who are acting solely on behalf of and for the benefit of Customer, to use or execute any software commands that facilitate the maintenance or repair of any product; or (e) permit or encourage any third party to do any of the foregoing.

During the Business VoIP Service term and after termination of the Business VoIP Services for any reason, Customer shall not use any of the Intellectual Property in Glip or any Glip Materials for any use or purpose, except as expressly permitted under these Glip

TOS to operate Glip during the Business VoIP Service term, and Customer shall not disclose any of such Intellectual Property to any other person or entity.

All of Customer's use of Glip and any Glip Materials is subject to any restrictions in these Glip TOS with respect to the number of seats, concurrent users, and unique accounts, use in a designated location, use in a designated environment, and use on designated hardware or other designated equipment.

Customer agrees not to sell, assign, rent, lease, distribute, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to Glip, the Glip Materials, or any part thereof without the Authorized Service Provider's prior written consent, to be granted or denied in the Authorized Service Provider's sole discretion.

Reseller or its Authorized Service Provider may immediately terminate any license granted to Customer if Customer uses Glip or any Glip Materials for any illegal purpose or in any way contrary to any law or regulation or in violation of these Glip TOS, tampers with or modifies Glip or any Glip Materials without Reseller's or its Authorized Service Provider's prior authorization, or if Customer uses Glip other than for the intended use or purpose.

#### **4. New Versions of Glip.**

The Authorized Service Provider, in its sole discretion, reserves the right to add, remove, or modify features or functions, or to provide fixes, updates and upgrades, to Glip. Customer acknowledges and agrees that neither Reseller nor its Authorized Service Provider has any obligation to make available to Customer any subsequent versions of Glip. Customer also agrees that it may have to enter into a renewed version of these Glip TOS if Customer wants to download, install, or use a new version of Glip.

#### **5. NO 911 SERVICES OFFERED WITH GLIP.**

GLIP DOES NOT PROVIDE 911 OR E911 SERVICES TO CUSTOMERS.

#### **6. Glip and HIPAA Restrictions; No Use of PHI**

NEITHER RESELLER NOR ITS AUTHORIZED SERVICE PROVIDER MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, AND BOTH EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT (A) GLIP OR CUSTOMER'S USE THEREOF WILL COMPLY WITH HIPAA, HITECH, OR ANY OTHER LAW OR (B) CUSTOMER'S USE OF GLIP WILL RENDER CUSTOMER OR ANY OTHER PARTY COMPLIANT WITH HIPAA, HITECH, OR ANY OTHER LAW.

CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY HIPAA-RELATED PRODUCTS, SERVICES, PROGRAMS, OR FEATURES OFFERED BY RESELLER OR ITS AUTHORIZED SERVICE PROVIDER WITH RESPECT TO BUSINESS VOIP

SERVICES OR CUSTOMER'S BUSINESS VOIP SERVICES AGREEMENT OR ANY OTHER PLAN OR SERVICES OTHER THAN GLIP DO NOT APPLY TO OR OPERATE WITH RESPECT TO GLIP OR CUSTOMER'S USE THEREOF. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT USE OF GLIP TO TRANSMIT, RECEIVE, STORE, PROCESS, CREATE, OR MAINTAIN PHI IS EXPRESSLY PROHIBITED UNDER THIS AGREEMENT. CUSTOMER REPRESENTS AND WARRANTS THAT NEITHER IT NOR ANY USER OR END USER OF ITS GLIP PLAN OR ANY OTHER PARTY ACTING ON ITS BEHALF, AT ITS DIRECTION OR REQUEST, OR WITH ITS CONSENT, AUTHORIZATION, APPROVAL, OR KNOWLEDGE SHALL USE GLIP FOR ANY OF THE FOREGOING PURPOSES.

## **7. Customer's Responsibilities**

7.1. Customer is solely responsible for any and all activities that occur with its subscription to Glip by its End Users, anyone using its subscription on Customer's behalf with or without Customer's permission, or by third parties due to acts or omissions of any of the foregoing Persons.

7.2. Customer is solely responsible for any and all content which is posted, accessed, shared or used through Glip.

7.3. In addition to any of Customer's responsibilities set forth in the Business VoIP TOS, Customer agrees to do all of the following:

7.3.1. Abide by all Applicable Laws in its use of Glip, including but not limited to those regarding online behavior, acceptable content, and the transmission of equipment and information under applicable export laws;

7.3.2. Not upload or distribute in any way files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of Glip or another's computer, system, or network;

7.3.3. Not use Glip for illegal purposes;

7.3.4. Not interfere or disrupt networks connected to Glip;

7.3.5. Not misrepresent the Customer's or its End Users' identities to other users of Glip or others.

7.3.6. Not post, promote, or transmit through Glip any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, hateful, or racially, ethnically or otherwise objectionable material of any kind or nature;

7.3.7. Not to transmit or post through Glip any material that encourages conduct that could constitute a criminal offense or give rise to civil liability;

7.3.8. Not interfere with another user's use and enjoyment of Glip or other Business VoIP Services offered by Reseller or its Authorized Service Provider;

7.3.9. Not use the Glip to send unsolicited commercial e-mail ("UCE") to any person (UCE includes, without limitation, any e-mail that is sent to a person whom Customer has no prior business relationship or who has not consented to receiving the communication, and any other e-mail communication that violates any Applicable Law prohibiting the transmission of spam);

7.3.10. Not use Glip to transmit, receive, store, process, create, or maintain PHI; and

7.3.11. Promptly notify Reseller or its Authorized Service Provider in the event Customer learns of any violation of the foregoing or any use policy set forth in these Glip TOS in connection with Customer's subscription to Glip

## **8. Acceptable Use**

8.1. Customer's and its End Users' use of Glip is governed by the use policies set forth in the Business VoIP TOS, and Reseller or its Authorized Service Provider may avail itself of remedies therein for non-compliance.

8.2. In addition, Customer and its End Users shall not use Glip in any of the following ways (and Reseller or its Authorized Service Provider may avail itself of any remedies set forth in the Business VoIP TOS for violation of its use policies):

8.2.1. In any way that violates Applicable Law (including, but not limited to, laws prohibiting transmission of unsolicited e-mail or fax advertisements or laws on obtaining third-party consent for call recording);

8.2.2. To infringe the rights of others, including without limitation transmitting, distributing, storing, or processing Customer Content in Glip in violation of a third party's Intellectual Property Rights;

8.2.3. To interfere with other users, agents, services, or equipment of Glip;

8.2.4. To send unsolicited commercial e-mail in violation of Applicable Laws;

8.2.5. To transmit any unlawful, harassing, defamatory, abusive, threatening, harmful, vulgar, obscene, indecent, or otherwise objectionable communications or material of any kind or nature;

8.2.6. To transmit any material that encourages conduct that could constitute a criminal offense under Applicable Law;

8.2.7. To violate the Intellectual Property of others;

8.2.8. To interfere with the integrity or performance of our Glip or Business VoIP Services or any third-party data contained in Glip or the Business VoIP Services;

8.2.9. To store materials or enable communications that are unlawful, libelous, obscene, discriminatory, abusive, or otherwise objectionable;

8.2.10. To misrepresent Customer's identity;

8.2.11. To make available content or enable communications that include information that Customer does not have the right to disclose under any law or contractual or fiduciary relationship;

8.2.12. To make available any unsolicited or unauthorized advertising, promotional material, or any other form of solicitation, including without limitation in violation of the TCPA, CRTC, EC Directive, or the SCA, CMCA and PDPA, or any other similar law, rule or regulation; or

8.2.13. To manipulate any identifiers to disguise the origin of any communication transmitted through Glip or the Business VoIP Services.

8.3. Customer may not use manual or automated devices, software, or other processes to crawl or spider web pages provided by or on behalf of Reseller or its Authorized Service Provider, including without limitation those provided in connection with Glip.

## **9. Privacy Policy; Collection and Use of Customer Data and Content**

9.1. **Privacy Policy.** Glip is committed to protecting Customer privacy. Glip is subject to the Privacy Policy, the terms of which are incorporated herein by reference (available at [\[link\]](#)). Glip is also subject to the additional terms in this Section (Privacy Policy; Collection and Use of Customer Data and Content). To the extent there is any conflict between the terms of the Privacy Policy and these Glip TOS, the applicable terms of these Glip TOS shall govern.

9.2. **Customer Data.** As between Reseller its Authorized Service Provider and Customer, all title and Intellectual Property rights in and to the Customer Data and Customer Content is owned exclusively by Customer. Customer hereby grants a royalty-free, fully paid-up, worldwide, limited, non-assignable, non-sublicenseable right and license to Reseller and its Authorized Service Provider and their affiliates and subcontractors to copy, duplicate, transmit, process, and use Customer Data and Customer Content to provide services to Customer in connection with Customer's subscription to Glip.

9.3. **Customer Content.** All Customer Content that is posted, accessed, shared or stored through Glip is solely the responsibility of the Customer. Neither Reseller nor its Authorized Service Provider makes any representation, warranty, assurance, guarantee or inducement of any kind with respect to the Customer Content, including without limitation, any warranty of accuracy or completeness, merchantability or fitness for a

particular purpose, or with respect to the non-infringement of trademarks, patents, copyrights, mask protection rights or any other intellectual property rights, or other rights of third persons or entities. Both Reseller and its Authorized Service Provider will use commercially reasonable efforts to ensure the confidentiality of Customer Content. Neither Reseller nor its Authorized Service Provider shall be liable to Customer in the event third parties have access to Customer's Customer Content because Customer has provided such access.

**9.4 Customer Identity.** Neither Reseller nor its Authorized Service Provider makes any representation, warranty, assurance, guarantee or inducement of any kind with respect to the identity of Users with whom Customer may interact when using Glip, the authenticity of any profile or other information that Users may provide about themselves, or any relationships that Users purport to have.

**9.5 Removal of Data.** Any Customer Data or Customer Content that is found to be, or that Neither Reseller or its Authorized Service Provider suspects is, in violation of violates these Glip TOS may be removed by either Reseller or its Authorized Service Provider with or without notice to Customer or any User of Glip.

**9.6 Collection of Customer Contact Data.** The Authorized Service Provider collects the e-mail addresses of individuals who communicate via Glip, or communicate with Reseller or its Authorized Service Provider via e-mail. Both Reseller and its Authorized Service Provider collect information on web pages users access or visit, and information volunteered by the user. This may include, but is not limited to things like consumer survey information and site registrations.

**9.7 Use of Customer Contact Data.** Customer Contact Data provided by users is available to other users within Glip operating within Customer's domain, or to external users when invited by someone within Customer's domain. The Authorized Service Provider uses Customer Contact Data to enable Glip to function properly, to complete exchanges of information between users of Glip, to administer Customer's account, to improve the Business VoIP Services and to detect and prevent fraud. The Authorized Service Provider may also use Customer Contact Data to contact Customer to provide Customer with information about the Business VoIP Services, including information about security or other technical issues, or to request feedback or input.

## **10. Intellectual Property Rights**

**10.1.** Customer agrees that all rights, title and interest in and to all Intellectual Property in Glip and any Glip Materials are owned exclusively by the Authorized Service Provider or its licensors. Except as provided in these Glip TOS, the limited license granted to Customer does not convey any rights in the Glip or any Glip Materials, express or implied, or ownership in the Glip, any Glip Materials, or any of the Authorized Service Provider's or its licensors' Intellectual Property.



10.2. Customer hereby grants Reseller and its Authorized Service Provider a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to use or incorporate into the Glip or any Glip Materials any suggestions, enhancement requests, recommendations, or other feedback provided by Customer or its Representatives relating to Glip.

10.3. Customer agrees not to display or use the Authorized Service Provider's Marks in any manner without Authorized Service Provider's express prior written permission, to be granted or denied in Authorized Service Provider's sole discretion. Any use of Authorized Service Provider Marks will be governed by Authorized Service Provider's then-current policies on its trademark and logo usage. Third Party Marks are the property of such third parties. Customer is not permitted to use these Third Party Marks without the prior written consent of such third party that owns the Third Party Marks.

10.4. Any rights not expressly granted herein are reserved by Reseller, its Authorized Service Provider or its licensors.

## **11. Theft of Services; Notice to Reseller and its Authorized Service Provider.**

Customer is responsible for monitoring Customer's use of Glip for possible unlawful or fraudulent usage. Customer shall notify Reseller or its Authorized Service Provider immediately if Customer becomes aware or has reason to believe that its services through Glip are being stolen or fraudulently used. Customer acknowledges and agrees that Customer's failure to notify Reseller or its Authorized Service Provider may result in the termination Customer's use of Glip and additional charges to Customer. Neither Reseller nor its Authorized Service Provider shall be liable for any damages whatsoever resulting from fraudulent or unauthorized use of Customer's account. Customer shall be liable for all use of Glip through its subscription, including any and all stolen Business VoIP Services or fraudulent use of Glip.

## **12. Data Storage and Management.**

Glip uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the service. Glip owns all Intellectual Property relating to Glip software application and the Business VoIP Services. Customer retains all rights to Customer's data that Customer provides to Reseller and its Authorized Service Provider pursuant to Customer's use of Glip.

Customer acknowledges and agrees that its data may be stored in servers located in the United States, Canada, United Kingdom, Switzerland or in any other country, depending on decisions made by the Authorized Service Provider or its storage providers in their sole discretion. The Authorized Service Provider shall take reasonable precautions—including, without limitation, technical, administrative and physical measures—to safeguard Customer's information. The Authorized Service Provider shall use commercially reasonable technical safeguards such as firewalls and data encryption to secure Customer's data. Customer acknowledges and agrees that both Reseller and its Authorized Service

Provider may authorize access to personally identifiable information, including without limitation email addresses, for those employees, contractors and agents who need to know that information in order to operate, develop or improve Glip and the Business VoIP Services.

The Authorized Service Provider may destroy all Customer Content thirty (30) days after the deactivation of Customer's subscription to Glip or the termination or expiration of the Agreement.

### **13. Warranty Disclaimer**

THE BUSINESS VOIP SERVICES AND GLIP ARE PROVIDED HEREUNDER "AS IS" AND "AS AVAILABLE" AND NEITHER RESELLER NOR ITS AUTHORIZED SERVICE PROVIDER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY SIMILAR WARRANTY, WHETHER SAID WARRANTY ARISES UNDER PROVISIONS OF ANY LAW OF THE UNITED STATES OR ANY STATE THEREOF OR ANY COUNTRY. NEITHER RESELLER NOR ITS AUTHORIZED SERVICE PROVIDER MAKES ANY REPRESENTATIONS OR WARRANTIES THAT THE BUSINESS VOIP SERVICES AND/OR GLIP ARE FREE OF RIGHTFUL CLAIMS OF ANY THIRD PARTY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS (INCLUDING PATENT AND TRADE SECRET RIGHTS). THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE BUSINESS VOIP SERVICES OR GLIP SHALL BE BORNE SOLELY BY YOU.

NEITHER RESELLER NO ITS AUTHORIZED SERVICE PROVIDER MAKES ANY WARRANTY ON UP-TIME, RESPONSE TIMES, LATENCY, MEAN-TIME BETWEEN FAILURES, QUALITY OF SERVICE, AND/OR QUALITY OF VOICE OR FAX COMMUNICATIONS. BOTH RESELLER AND ITS AUTHORIZED SERVICE PROVIDER EXPRESSLY DISCLAIM ANY WARRANTY THAT THE SERVICES ARE APPROPRIATE FOR HIGH-RISK OR OTHER ACTIVITIES WHERE FAILURE OF THE SERVICE COULD RESULT IN SERIOUS HARM TO PERSONS OR PROPERTY.

NEITHER RESELLER NOR ITS AUTHORIZED SERVICE PROVIDER MAKES ANY WARRANTY THAT THE BUSINESS VOIP SERVICES AND/OR GLIP WILL MEET YOUR REQUIREMENTS, OR THAT THE BUSINESS VOIP SERVICES AND/OR GLIP WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE OR THAT ANY DEFECTS IN THE BUSINESS VOIP SERVICES AND/OR GLIP WILL BE CORRECTED. NEITHER RESELLER NOR ITS AUTHORIZED SERVICE PROVIDER IS RESPONSIBLE FOR MESSAGES OR INFORMATION LOST OR MISDIRECTED DUE TO INTERRUPTIONS OR FLUCTUATIONS IN THE BUSINESS VOIP SERVICES AND/OR GLIP OR THE INTERNET IN GENERAL. NEITHER RESELLER NOR ITS AUTHORIZED SERVICE PROVIDER IS RESPONSIBLE FOR THE

CONTENT OR FUNCTIONALITY OF ANY THIRD PARTY NETWORK USED IN CONNECTION WITH THE BUSINESS VOIP SERVICES AND/OR GLIP.

NEITHER RESELLER NOR ITS AUTHORIZED SERVICE PROVIDER WARRANTS THE ACCURACY OR RELIABILITY OF THE RESULTS OBTAINED THROUGH USE OF THE BUSINESS VOIP SERVICES AND/OR GLIP OR ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF THE BUSINESS VOIP SERVICES AND/OR GLIP. YOU ACKNOWLEDGE THAT ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF THE BUSINESS VOIP SERVICES AND/OR GLIP ARE AT YOUR SOLE RISK AND DISCRETION AND NEITHER RESELLER NOR ITS AUTHORIZED SERVICE PROVIDER WILL BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE TO YOU OR YOUR PROPERTY.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM RESELLER OR ITS AUTHORIZED SERVICE PROVIDER, THEIR EMPLOYEES, RESELLERS, PARTNERS, OR AFFILIATES OR THROUGH OR FROM THE BUSINESS VOIP SERVICES AND/OR GLIP SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO CERTAIN OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. TO THE EXTENT THAT RESELLER OR ITS AUTHORIZED SERVICE PROVIDER CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

#### **14. Limitation of Liability**

IN NO EVENT SHALL RESELLER OR ITS AUTHORIZED SERVICE PROVIDER BE LIABLE TO YOU OR ANY THIRD PARTY FOR SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, EVEN IF RESELLER OR ITS AUTHORIZED SERVICE PROVIDER HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN BY EITHER RESELLER OR ITS AUTHORIZED SERVICE PROVIDER. BOTH RESELLER AND ITS AUTHORIZED SERVICE PROVIDER'S TOTAL LIABILITY FOR ANY AND ALL DAMAGES, REGARDLESS OF THE FORM OF THE ACTION, SHALL BE LIMITED AND CAPPED IN THEIR ENTIRETY TO THE MONTHLY FEES FOR GLIP THAT RESELLER CHARGED YOU DURING THE ONE (1) MONTH IMMEDIATELY PRIOR TO THE DATE THAT THE EVENTS GIVING RISE TO THE ACTION OR CLAIM FIRST OCCURRED. THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED

IN THIS SECTION WILL SURVIVE AND APPLY IN ANY AND ALL CIRCUMSTANCES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO CERTAIN OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.