# TERMS OF SERVICE FOR SIMPLICITY VOICE POWERED BY RINGCENTRAL SERVICES

These Terms of Service (the “**TOS**”) govern the agreement between Carousel Industries Inc. of N.A. (“Carousel”) and you on behalf of yourself and any entity that you represent (“You”), as the user of Carousel’s Simplicity Voice powered by RingCentral voice and advanced communications services, collaboration services, and any associated software and hardware or web-accessible portals (the “**Services**”).

# There are important 911 terms related to the Services in these TOS. By activating the Services, You acknowledge that You have read, understood and agree to these terms and conditions. If You are uncomfortable with the limitations of the Business VoIP 911 service, You should consider using an alternative means of access to traditional 911 or E911 services or discontinuing the Services.

**By subscribing to or using the Services, including those services, features or functionality provided by means of mobile applications, or by downloading installing, or using any associated software or hardware, You agree to these TOS. If You do not wish to accept these TOS, do not subscribe to or use any Services or associated software or hardware.**

You acknowledge and agree that Carousel may use Authorized Service Providers to assist it in providing some part of or all of the Services, and You agree that certain rights, benefits, privileges and protections given to Carousel under this TOS shall, where indicated, also be granted to the Authorized Service Providers.

When You accept these TOS by signing up for, subscribing to, downloading and installing any Carousel or Authorized Service Provider software or by using the Services, You represent and warrant that: (i) You possesses the legal right and capacity to enter into the agreement with Carousel and to perform all of Your obligations thereunder; (ii) You have full power and authority to execute and deliver any agreement documents and to perform all of Your obligations thereunder; (iii) if You accept on behalf of an organization, You're telling us that You are authorized to bind that organization, and references to "You" in these TOS expressly includes without limitation the entity You represent; and (iv) You shall be bound by the agreement.

Any capitalized terms set forth below not otherwise defined have the meanings set forth in the “Definitions” Section below.

# Operation and Limitations of the Business VoIP 911 Service

# Access to Emergency Calling Services (911).

Carousel’s Authorized Service Provider provides access to emergency calling services, allowing most Carousel users to access either basic 911 or Enhanced 911 (E911) service. Your access may differ depending on Your location or the device You are using, and emergency calling services work differently than You may have experienced using traditional wireline or wireless telephones. **It is strongly recommended that You have an alternative means for placing emergency calls available at all times.**

Business VoIP Service users using [IP Desk Phones] or [911-Enabled Softphones] can dial 911 directly from their [IP Desk Phones] or [911-Enabled Softphone]. EMERGENCY CALLS CANNOT BE PLACED THROUGH SOFTPHONES THAT ARE NOT 911-ENABLED.

Calls to 911 over the Services placed using a mobile application on a smartphone are automatically routed to the native dialer on the smartphone, and the call will be handled by Your wireless service provider if wireless service is available. If Your wireless service is unavailable, the 911 call cannot be placed. Mobile applications used to access Services cannot place emergency calls over Wi-Fi access. Emergency dialing is not available through these mobile applications on tablets or other mobile devices without a native phone dialer and a wireless service plan.

# How it Works.

When a End User dials 911 on an [IP Desk Phone] or [911-Enabled Softphone], the Authorized Service Provider phone number and the Registered Address You have provided is sent to the local emergency center serving Your location. In some areas, emergency operators have access to this information; however, in areas where only basic 911 service is available, the emergency operator answering the call may not be able to see Your Authorized Service Provider telephone number or Your Registered Address.

You should always be prepared to provide the emergency operator with Your Authorized Service Provider telephone number and Registered Address in case the call is dropped or disconnected. If You are unable to speak, the emergency operator may not be able to send help to Your location and/or call You back should the call be disconnected. Neither Carousel, RingCentral nor its Authorized Service Providers control whether or not the emergency operator receives Your telephone number and Registered Address.

Emergency dialing with Your Services works differently than emergency dialing over traditional phone service. In some cases, 911 calls dialed from Your Business VoIP device cannot be directed to the local emergency response center, and are instead directed to a National Emergency Call Center (the “**NECC**”). That might happen if there is a problem validating a Registered Address, if the Registered Address is an international location, or if the Registered Address is in an area that is not covered by the landline 911 network. 911 calls that are directed to the NECC may not include Your Business VoIP telephone number or Your registered address. Trained operators at the NECC will request Your name, location, and telephone number and attempt to reach emergency responders in Your local area. Until You give the operator Your phone number, and location, he/she may not be able to call You back or dispatch help to Your

location if the call is dropped or disconnected.

# Service limitations.

Business VoIP 911 service will NOT function in the event of an Internet or power outage, if You do not have cellular service (for 911 calls made using a mobile application), or if Your broadband, ISP, or Services are terminated. Mobile applications used to call 911 using Your Business VoIP Service cannot send emergency calls over Wi-Fi access. It is possible that network congestion may delay or prevent completion of a 911 call. Business VoIP 911 service may NOT be available if You are dialing from a Business VoIP number that is not a Canadian or United States number.

# Registering Your Location.

You agree to register with Authorized Service Provider immediately upon activation of Your Account, including each IP Desk Phone and each 911-Enabled Softphone. This is Your Registered Address. You agree that You will accurately register each individual line through the Account portal.

**If You or Your End Users move a registered device, You agree to immediately update the Registered Address with the new physical location of the device through the [Account Admin Portal]**. You acknowledge that if You do not update the Registered Address, any 911 calls made from the device may be sent to the wrong emergency response center and will not transmit Your current location information to emergency responders, delaying emergency assistance to You. It may take up to several hours for the address update to take effect.

Customers with more than one line or extension are solely responsible for ensuring that an accurate and up-to-date Registered Address is maintained for each [IP Desk Phone] and each 911-Enabled Softphone, and that their End Users are aware of how the Registered Address can be changed.

# Text-to-911 Services.

In some areas, emergency operators are able to receive text messages sent to 911. In areas where it is available, Your Service allows Emergency SMS messages, also known as Text-to-911, only through the mobile application used to access Your Services. Texts to 911 by Services End Users relying on a mobile application are automatically directed to the native dialer on the mobile phone, allowing You to send the text through Your wireless service provider, if available. If wireless service is unavailable, the text cannot be sent. Text-to- 911 is not available on tablets or other mobile devices without a native phone dialer and a wireless service subscription.

# Notification of Employees, Guests, or Other Users.

You agree to notify any employees, contractors, guests, or persons who may place calls using the Services or may be present at the physical location where the Services may be used, of the limitations of Business VoIP 911 Service from Your RingCentral or Authorized Service Provider IP phone, other equipment or the Authorized Service Provider Softphone.

You agree to affix the provided sticker warning that 911 services may be limited or unavailable in a readily visible place on each piece of equipment that might be used to access or use the Services. You and Your End Users should always have an alternative means for placing 911 calls and/or sending text messages to 911.

# Disclaimer of Liability for Emergency Call Response.

**You acknowledge and agree that Your use, and use by Your employees or any End User, of Business VoIP 911 services and Text-to-911 services are subject to the limitations described herein.**

The availability of certain features, such as transmission of a Registered Address or Your Services telephone number, depends on whether local emergency response centers support those features, and are factors outside of Carousel’s, RingCentral’s and its Authorized Service Providers’ control. Carousel, RingCentral and its Authorized Service Providers rely on third parties to assist us in routing 911 calls and text messages to local emergency response centers and to the NECC. Neither Carousel nor any Authorized Service Providers have control over local emergency response centers, the NECC, emergency responders, or other third parties. Carousel, RingCentral and its Authorized Service Providers disclaim all responsibility for the conduct of local emergency response centers, the NECC and all other third parties involved in the provision of emergency response services. Accordingly, to the extent permitted by applicable Law, You hereby release, discharge, and hold harmless Carousel RingCentral and any Authorized Service Providers from and against any and all liability relating to or arising from any acts or omissions of such third parties or other third parties involved in the handling of or response to any emergency or 911 call. You agree to indemnify and hold harmless Carousel, RingCentral, Authorized Service Providers, and any third-party provider(s) from any and all third party claims, losses, damages, fines, or penalties arising out of:

1. Your provision to Carousel, RingCentral or its Authorized Service Provider of incorrect information, including physical addresses, or Your failure to update Your Registered Address; (ii) Your failure to properly notify any person who may place calls using the Services of the 911 limitations; or (iii) the absence, failure, or outage of emergency service dialing using the Services for any reason; and (iv) the inability of any user of the Services to be able to dial 911 or access emergency service personnel for any reason.

# End User License and Restrictions

* 1. **Limited License.**

Carousel grants You and Your End Users a limited, personal, revocable, non-exclusive, non-sub- licensable, non-assignable, non-transferable, non-resellable license to use the software and hardware provided in conjunction with the Services during the Term in strict accordance with these TOS and solely for Your own internal use. In the event of any expiration or termination of your subscription to Services or termination of these TOS, all license rights granted herein or in connection with any software or hardware immediately terminate. You acknowledge that misuse of the Services may violate third party IP Rights in the software and/or hardware provided in conjunction with the Services. You may not use or disclose any Intellectual Property or IP Rights in the Services or any hardware or software related to the same except as expressly contemplated

by this Section.

# IP Rights.

Except as expressly provided herein, the limited license granted to You under the Services does not convey any ownership or other rights, express or implied, in the Services, any materials provided in connection with the Services, or in any Intellectual Property.

# Use and Disclosure of Intellectual Property.

You represent, warrant, covenant and agree that You shall not disclose or use any of the Intellectual Property in the Services, any software or hardware used in conjunction with the Services, or any marketing materials for any purpose following termination of the Services or the limited license granted thereunder to use the Services.

# Customer Security Policy

* 1. **Password Information Security**

You agree that You are responsible for all Password Information that You or any End User use with the Services. You further agree to ensure that all such Password Information: (i) shall be immediately changed in the event that You or Your End Users learn of or suspect that any Account Security Incident has occurred; (ii) shall not be not transmitted or stored in any unsecure manner (including without limitation through any auto-storage, caching, “remember,” or auto-fill feature); and (iii) shall be protected from theft or unauthorized access, use, or disclosure with at least a reasonable degree of care and diligence.

# End-Point Security

You agree to protect all End Points using, at minimum, generally accepted security measures, including without limitation: (i) effective passwords or other credentials; (ii) network segmentation and access restrictions utilizing an accurate and up-to-date access control list; (iii) session time-out and/or locking screen saver features; and (iv) use of an effective and up-to-date firewall for all networks to or through which any End Point might connect. **YOU ACKNOWLEDGE AND AGREE THAT THESE REQUIREMENTS APPLY TO IP DESK PHONES, WHICH UTILIZE THE SAME CONNECTIVITY – AND ARE SUBJECT TO THE SAME SECURITY RISKS – AS COMPUTERS.**

# Update of Security Features

You acknowledge that some Services security features may require activation or installation of software or firmware updates, and software may be de-activated or uninstalled.

You agree to promptly download and install all updates to software and/or hardware or firmware used in conjunction with the Services, and generally to ensure the activation and use of all features that are necessary or appropriate to protect the Accounts, users, End Users, or

Your organization’s assets and operations. You acknowledge and agree that if You decide not to install updates, this may result in the functionality of the Services to be diminished and unstable.

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 the Services and any applications supporting it. You acknowledge and agree that Authorized Service Provider has no obligation to make available to You any subsequent versions of the Applications or Services. You also agree that You may have to enter into a renewed version of this TOS if you want to download, install, or use a new version of the Software.

# Acceptable Use Policy

* 1. **High Risk Use**

**YOU ACKNOWLEDGE THAT THE SERVICES ARE NOT DESIGNED, MANUFACTURED, INTENDED, OR RECOMMENDED FOR USE FOR ANY HIGH-RISK OR FAIL-SAFE PURPOSE OR ACTIVITY OR IN ANY ENVIRONMENT WHERE FAILURE, INTERRUPTION, MALFUNCTION, ERROR, OR UNAVAILABILITY COULD RESULT IN SUBSTANTIAL LIABILITY OR DAMAGES, PHYSICAL HARM OR PERSONAL INJURY, DEATH OR DISMEMBERMENT, OR PROPERTY OR ENVIRONMENTAL DAMAGE. YOU REPRESENT AND WARRANT THAT YOU AND YOUR END USERS WILL NOT USE THE SERVICES FOR ANY SUCH PURPOSE OR ACTIVITY OR IN ANY SUCH ENVIRONMENT.**

* 1. **Customer Legal Compliance**

You represent and warrant that all use and usage of Your Services will at all times comply with all applicable Laws, including but not limited to the rules, policies and regulation of the Federal Communications Commission (“**FCC**”), and all Laws relating to Do-Not-Call provisions; unsolicited marketing; telemarketing; faxing; telemarketing; email marketing; spamming or phishing; data security or privacy; international communications; account or debt collection; recording of calls or conversations; export control; export of technical or personal data; end user, end-use, and destination restrictions imposed by the United States or foreign governments; consumer protection; pornography; trade practices; false advertising; unfair competition; anti- discrimination; harassment; defamation; intellectual property; or securities.

# Unsolicited Advertisements and TCPA Compliance

Certain communication practices – including without limitation, the placing of unsolicited calls; the placing of commercial messages; the sending of unsolicited facsimile, internet facsimile, SMS, or other messages; and the use of certain automated telephone equipment to place certain calls – is regulated in the United States by the Federal Telephone Consumer Protection Act of 1991 (also known as the “TCPA”) (available at <http://www.fcc.gov/document/telephone->

consumer-protection-act-1991), the Junk Fax Prevention Act of 2005, and under a number of similar state, municipal or local laws, regulations, codes, ordinances and rules.

You agree, represent and warrant that:

* 1. You are the creator of the content of, and are solely responsible for determining the destination(s) and recipient(s) of, all outbound communications made using Your Services (“Customer Communication”);
	2. All content, communications, files, information, data, and other content provided for transmission through Your plan and account, or the Services will be provided solely for lawful purposes, and in no event shall any Customer Communication or any content thereof be in violation of the TCPA, Junk Fax Prevention Act, or any other Law; and
	3. No unsolicited advertisements, commercial messages, solicitations, marketing or promotional materials, or commercial messages or content will be transmitted or distributed in the form of facsimiles or internet facsimiles through the Services.

At Carousel's or its third-party providers’ sole option and without further notice, Carousel or its third-party providers may use technologies and procedures, including without limitation, filters, that may block or terminate such unsolicited advertisements without delivering them.

You agree to indemnify and hold harmless Carousel, RingCentral any Authorized Service Provider, and any third-party provider(s) from any and all third party claims, losses, damages, fines, or penalties arising: (i) out of Your violation or alleged violation of the TCPA or Junk Fax Prevention Act or any similar regulation or legislation; or (ii) otherwise related to any voicemail, text, and/or fax spam, solicitations, or commercial messages that You may send and/or receive using the Services.

# Export Restrictions

You acknowledge and agree that the software and/or hardware used in conjunction with the Services may be subject to Canada, United States and other foreign Laws and regulations governing the export, re-export, and/or transfer of software by physical or electronic means. You agree, represent, covenant, and warrant that: (i) neither You nor any End User (nor any entity or person that controls You or any End User): (a) is located in an Embargoed Area or listed on any Export Control List or (b) will export or re-export any Carousel, RingCentral or any Authorized Service Provider software or hardware into any Embargoed Area or to any person, entity, or organization on any Export Control List, or to any person, entity, or organization subject to economic sanctions due to ownership or control by any such person, entity, or organization, without prior authorization by license, license exception, or license exemption; and (ii) Carousel, RingCentral or any Authorized Service Provider software and/or hardware will not be used or accessed from any Embargoed Area.

# Recording Conversations or Calls

Certain features of the Services may allow You or users of the Services to record calls or other communications. The notification and consent requirements relating to the recording of calls, and/or other communications may vary from state to state, and country to country. You should consult with an attorney prior to recording any call as some states or countries may require callers or users to obtain the prior consent of all parties to a recorded call, or other communication before the caller or User may record the call, or other communication. You represent, covenant, and warrant that You will review all applicable Laws before You use or allow use of the Services to record any calls or other communications and will at all times comply with all applicable Laws. You agree to inform all users of Your account that they are obligated to comply with all Laws relating to their use of the call recording feature.

Violations of the call recording Laws may be subject to criminal or civil penalties.

Carousel, RingCentral and its Authorized Service Providers expressly disclaim all liability with respect to Your recording of telephone conversations. You agree to indemnify and hold harmless Carousel, Authorized Service Providers, and any other third-party provider(s) from any and all third party claims, losses, damages, fines, or penalties arising out of Your violation or alleged violation of any call recording Laws. Carousel, RingCentral and its Authorized Service Providers expressly disclaim all liability and all warranties with respect to recording of conversations and/or calls.

# Prohibited Use of the Services.

Neither You nor any End User of Your Services may use or allow use of Your Services in any of the following ways:

* + 1. in any manner or for any purpose that is fraudulent, malicious, deceptive, dishonest, abusive, obscene, threatening, harassing, tortious, improper, defamatory, libelous, slanderous, or in violation of any Law;
		2. to intentionally send or transmit unsolicited or “junk” or “spam” advertisements, communications, or messages (commercial or otherwise) without consent, including without limitation through email, voicemail, SMS, facsimile, or internet facsimile;
		3. to harvest or otherwise collect information about others, including without limitation email addresses or personally-identifiable information, without their consent;
		4. to intentionally engage in blasting or broadcasting bulk communications, advertisements, or messages (e.g., sending hundreds of messages simultaneously), including without limitation through email, voicemail, SMS, facsimile, or internet facsimile;
		5. to perform auto-dialing or “predictive” dialing (i.e., non-manual dialing or using a software program or other means to continuously dial or place out-bound calls) in violation of applicable Law;
		6. to transmit any communication that would violate any applicable Law, including but not limited to the Telephone Consumer Protection Act, the Junk Fax Prevention Act of 2005, the rules governing the DoNotCall Registry, Canadian Unsolicited Telecommunications Rules;
		7. to intentionally transmit or store any material that contains viruses, time bombs, Trojan horses, worms, malware, spyware, or any other programs or materials that may be harmful or dangerous;
		8. to transmit misleading or inaccurate caller ID information with the intent to defraud, cause harm, or wrongfully obtain anything of value, including by creating a false Caller ID identity or forged email/SMS address or header or by otherwise attempting to mislead others as to the identity of the sender or the origin of any outbound Customer Communication;
		9. to infringe, misappropriate, or otherwise violate the foreign or domestic IP Right or proprietary right of any party, including without limitation by transmitting or storing any material that might infringe, misappropriate, or otherwise violate any such right;
		10. to violate the right of privacy, personality, or publicity of any party, including without limitation by transmitting or storing any material that might violate any such right;
		11. to violate any Law regarding the transmission of technical data or information or software through the Services;
		12. in any manner that interferes with Carousel’s or its Authorized Service Provider’s ability to provide high quality products or services to other customers;
		13. to store PHI; or if You qualify as a “covered entity,” “business associate,” or “subcontractor” under HIPAA (or similar terms under similar legislation in other jurisdictions) or are otherwise subject to HIPAA, to transmit, receive, or store PHI without the Authorized Service Provider’s HIPAA Conduit setting being active and in effect.

A breach of obligations in this Section constitutes a material breach of these TOS, such that Carousel, or its Authorized Service Provider may suspend service, terminate the Agreement immediately, or take any other action Carousel, or its Authorized Service Provider deems necessary to enforce the terms of this Section;

# Prohibited Acts.

You represent, warrant, covenant, and agree that neither You nor any End User shall do any of the following during the Term:

* + 1. transmit, upload, distribute in any way, or store any corrupted file or material that contains viruses, time bombs, Trojan horses, worms, malware, spyware, or any

other programs or materials that may be harmful or dangerous or may damage the operation of the Services or another party’s computers, devices, equipment, systems, or networks;

* + 1. take advantage of, bypass, exploit, or otherwise avoid Your obligations or the provisions, restrictions, and prohibitions set forth in this Section (Prohibited Acts) (or attempt to do so);
		2. interfere with or disrupt networks or systems connected to the Services;
		3. sell; resell; distribute; lease; export; import; or otherwise grant or purport to grant rights to third parties with respect to the Services, and any software or hardware used in conjunction with the Services or any part thereof without the Authorized Service Provider's prior written consent;
		4. undertake, direct, attempt, cause, permit, or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling, or hacking of the Services or any software and hardware used in conjunction with the Services, or part thereof;
		5. defeat, disable, or circumvent any protection mechanism related to the Services;
		6. intercept, capture, sniff, monitor, modify, emulate, decrypt, or redirect any communication or data used by Carousel, or its Authorized Service Provider for any purpose, including without limitation by causing the any product to connect to any computer server or other device not authorized by Carousel’s Authorized Service Provider or in any manner not authorized in advance in writing by the Authorized Service Provider;
		7. allow any service provider or other third party – with the sole exception of the Authorized Service Provider or Carousel’s authorized maintenance providers acting with Carousel’s express, prior authorization – to use or execute any software commands that facilitate the maintenance or repair of any software or hardware used in conjunction with the Services;
		8. gain access to or use (or attempt to gain access or use) any device, system, network, account, or plan in any unauthorized manner (including without limitation through password mining);
		9. engage in or to allow trunking or forwarding of Your Services telephone or facsimile number to (an)other number(s) capable of handling multiple simultaneous calls, or to a private branch exchange (PBX) or a key system; or
		10. violate or take any action to jeopardize, limit, or interfere with Carousel’s, or its Authorized Service Provider’s IP Rights, including without limitation their IP

Rights in the software and hardware used in conjunction with the Services.

A breach of obligations in this Section constitutes a material breach of these TOS, such that Carousel, or its Authorized Service Provider may suspend service, terminate the Agreement immediately, or take any other action Carousel, or its Authorized Service Provider deems necessary to enforce the terms of this Section.

# Treatment of Customer Communications, Content, and Account Data

* 1. **Passive Conduit Role**

The Parties acknowledge and agree that: (i) both Carousel’s and Authorized Service Providers’ roles with respect to Customer Communications and the content thereof shall be that of a passive conduit; and (ii) any storage of Customer Communications and/or Account Data by Carousel or Authorized Service Providers shall be performed merely as a convenience to You and as a compliment to and incidental to Carousel’s and Authorized Service Providers’ core data transmission function.

# Disclaimer of Data Storage Responsibilities

You acknowledge and agree that: (i) neither Carousel nor any Authorized Service Provider shall have obligation to store, retain, back-up, or ensure the availability of any stored Customer Communications and/or Account Data; (ii) to the extent that You wish to retain any Account Data or other information relating to Your Services, an Account, or the use thereof, You shall ensure that such information is downloaded, saved, and/or backed-up outside of Your Services account, as necessary or appropriate for Your and/or the End Users’ purposes; (iii) You shall not rely on Your Services or account as a repository for or means by which to retain, store, or back-up account data or any other data, information, or materials; (iv) either Carousel or any Authorized Service Providers may delete or purge any and all copies and versions of any stored Customer Communications and/or account data or other data at any time, without notice, including without limitation after You delete any such information from an account or after termination of the TOS or closure of an account; and

(v) either Carousel or any Authorized Service Providers may, in their sole discretion and option and without notice, implement reasonable limits as to the size or duration of storage of account data.

# Access to Account Data

You and Your End Users can obtain account data and any stored Customer Communications with Your login credentials in the relevant Authorized Service Provider administrative or customer portal. Neither Carousel nor its Authorized Service Provider will otherwise provide access to You, Your End Users, or Your agents of account data or stored Customer Communications, except as otherwise set forth in any agreement of the purchase of Services, or these TOS, or as required by Law.

# Record / Information Gathering and Production

You acknowledge and agree that the Services do not include the performance of any of the following tasks or work by Carousel, or its Authorized Service Provider, and in no event shall Carousel, or its Authorized Service Provider be obligated under these TOS to perform any of the following tasks or work: (i) the investigation, access, correction, alteration, gathering, compilation, review, verification, or production of any account data, Customer Communications, or any other records, documents, information, or evidence related to You or Your Services or transmitted, received, or stored through an account; (ii) the provision of legal or other counsel; or (iii) the provision of assistance, cooperation, or information beyond that which is directly and specifically related to Carousel’s fulfillment of its obligations under these TOS or pursuant to applicable law. For the avoidance of doubt, except as provided herein or required by Law, neither Carousel nor its Authorized Service Provider is obligated to: (i) determine, prove, or disprove any fact or claim; (ii) pursue or defend against any claim, allegation, action, lawsuit, demand, or proceeding; (iii) substantiate any party’s compliance with any Law or Legal Process;

(iv) respond to or comply with any request or demand; (v) identify any party; or (vi) conduct any surveillance.

# Export of Account Data

You acknowledge and agree that any account data, stored Customer Communications, or other information or materials that You export will not be under either Carousel’s or any Authorized Service Providers’ control and will not be subject to or protected by either Carousel’s or any Authorized Service Providers’ security controls. You or Your End Users shall comply with all applicable Law relating to the use, disclosure, access, or export of data from Your account or use of the Services.

# Services and HIPAA

* 1. **No Storage of Personal Health Information.**

You acknowledge and agree that the Services are not designed, intended, or recommended for use as a repository or means by which to store “protected health information,” as defined under the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and similar legislation in other jurisdictions, and the regulations promulgated pursuant thereto (such laws and regulations, “**HIPAA**”; such information, “**PHI**”) on a non-temporary basis, and You represent and warrant that neither Your Services nor any ancillary product or service that is a part thereof will be used for such purpose. **CAROUSEL SPECIFICALLY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE ON BEHALF OF ITSELF AND ITS AUTHORIZED SERVICE PROVIDER, THAT YOUR SERVICES, THE ACCOUNT(S), OR THE PRODUCTS (OR THE USE OF ANY OF THE FOREGOING BY ANY PARTY) COMPLIES OR WILL COMPLY WITH HIPAA OR ANY OTHER LAW OR WILL RENDER ANY PARTY COMPLIANT WITH HIPAA OR ANY OTHER LAW**.

# Operation of HIPAA Conduit Setting; Consequences of Activation

RingCentral offers a HIPAA Conduit Setting for its United States based Customers. You acknowledge that:

1. activation of the HIPAA Conduit Setting may result in automatic and permanent deletion from the applicable Account(s) of Customer Communications that are stored in those Account(s) and that are thirty (30) or more days old;
2. if any Customer Communications that are thirty (30) or more days old are currently stored in the applicable Account(s), they may be permanently deleted from such Account(s), and such deletion may occur as soon as immediately after activation of the HIPAA Conduit Setting;
3. the deletion functions described above may permanently delete Customer Communications such that they are not retained by Carousel or its Authorized Service Provider in any form (including on any back up or disaster recovery system); and
4. the HIPAA Conduit setting may disable SMS messaging through applicable Account(s) and attachment of voicemail and facsimile/internet facsimile messages to message notification emails sent by in connection with any such Accounts.

# Release.

**You hereby release, discharge, and hold harmless Carousel, RingCentral and its Authorized Service Providers from and against any and all liability relating to or arising from their acts or omissions in accordance with this Section 6 (Services and HIPAA).**

1. **Number Policies**
	1. **Number Availability.**

Carousel, or its Authorized Service Provider may make available telephone and/or facsimile numbers for Your selection and assignment to Account(s). You acknowledge and agree that Carousel’s, or its Authorized Service Provider’s listing of a number may be erroneous and does not constitute a representation or guarantee that such number is actually available for such assignment, and that Carousel, or its Authorized Service Provider shall be authorized to remove such number from an Account in the event that it is not actually available.

# Number Porting Policy

* + 1. **Federal Porting Law**. Number porting is defined and regulated by the Federal Communications Commission. You may visit [**http://www.fcc.gov/cgb/NumberPortability**](http://www.fcc.gov/cgb/NumberPortability) to learn more about number porting.
		2. **Unauthorized Port Outs**. You acknowledge and agree that telephone or facsimile numbers may be ported out from Your Services or an Account due to acts or omissions of third parties, and it may be difficult or impossible for Carousel, or its Authorized Service Provider to: (i) prevent such

port-outs: (ii) retrieve numbers ported-out of an account; or (iii) port such numbers back into an account. Neither Carousel nor any Authorized Service Providers have any responsibility or liability due to such port-outs.

* + 1. **Accurate Porting Information**. You agree, represent and warrant that all information or representations provided in connection with any request to port in or port out numbers (including without limitation any information or representations in any Letter of Agency) by You, any User or End User, or any party acting on behalf of, at the direction or request of, or with the permission or knowledge of any of the foregoing shall be true, accurate, and up-to-date.
		2. **Customer Compliance with Porting Laws**. You acknowledge and agree that the porting of numbers is subject to telecommunications and other Laws and may be subject to third party terms and conditions. You agree, represent, and warrant that neither You; nor any User or End User; nor any party acting on behalf of, at the direction or request of, or with the permission or knowledge of any of the foregoing will at any time: (i) violate any applicable Law or engage in any fraudulent or deceptive conduct in its porting-related requests or activities; (ii) engage in or facilitate “slamming” or the porting out of any telephone or facsimile number or change or attempt to change any party’s telephony service provider without first obtaining the proper, requisite consents and authorizations; or (iii) violate contractual or other obligations to service providers or other third parties.
		3. **Release of Numbers**. You acknowledge that in the event of account termination or cancellation, all telephone numbers associated with Your Account, which have not previously been ported to another provider, may be released. Similarly, the cancellation of individual lines may result in the release of the related numbers if those numbers have not previously been ported to another provider. You acknowledge that You are solely responsible for working with a third-party provider to port out any numbers prior to termination or cancellation of Your account or Services, or any individual line.

# Number Publication by Customer

Neither You nor any End User may publicize, list, or communicate any number that You believe to be assigned to Your Services or account, or purchase or invest in any materials or media reflecting any such number unless and until You have verified that such number is active and functioning as desired, including without limitation by test calling such number from a non-Simplicity Voice powered by RingCentral service plan and verifying that the fees and charges that will be incurred in connection with Use of such number are acceptable to You.

# Account Disputes

* 1. **Access to Account Data or Customer Communications**

As permitted or required by Law, Carousel, RingCentral and its Authorized Service Providers may access, monitor, use or disclose Your account data, Customer Communications, and/or personal

information to: (i) comply with the Law or respond to lawful requests or legal process; (ii) protect the rights or property of us, our agents, members, our customers, and others including to enforce our agreements, policies and terms of use; (iii) respond to emergencies; (iv) initiate, render, bill, and collect for services; or (v) facilitate or verify the appropriate calculation of Taxes, fees, or other obligations due to a local, state, or federal government requirement.

# Release

You agree to release, discharge, and hold harmless Carousel, RingCentral and its Authorized Service Providers from and against any and all liability relating to or arising from their acts or omissions in seeking to comply with any Law or any Legal Process.

# Service Requirements and Limitations

* 1. **Caller ID Display Limitations and Compliance**

You acknowledge and agree that the disclosure and/or display of information related to the origination of calls, messages, and other communications (including without limitation “Caller ID” information) may be subject to legal requirements, including without limitation those related to the accurate display of such information or the enforcement of certain privacy instructions, settings, etc. You agree to comply with all such applicable Laws and implementing regulations, including without limitation the Truth in Caller ID Act. Neither Carousel nor its Authorized Service Provider has any obligation to disclose, display, or transmit any such information for or in connection with any Customer Communication. You agree to indemnify and hold harmless Carousel, or its Authorized Service Provider from any and all third party claims, losses, damages, fines, or penalties arising out Your breach of this Section.

# Voice-to-Text and Text-to-Voice

You acknowledge and agree that: (i) any and all Voice/Text Features are provided merely as a convenience and may not accurately transcribe voice content, articulate text messages, or perform such functionality for all voice content or text messages or for the entirety of voice content or text messages; (ii) neither You nor any End User may rely on any Voice/Text Feature to perform such accurate transcription or articulation; and (iii) You and all End Users shall be responsible for reviewing and/or listening to the original content of any Customer Communication or other media as necessary or appropriate to prevent You, any End User, or any other party from incurring any cost, expense, liability, loss, damage, or harm.

# IP Network Sufficiency

You acknowledge and agree that: (i) the Services require a properly-configured, high performance, enterprise-grade broadband IP network and connection; (ii) use of the Services with any lesser network, services, or connection may result in partial or complete unavailability, interruption, or underperformance of the Services or other services utilizing the same network, services, or connection; and (iii) 3G or 4G networks are not recommended for use with the Services. Accordingly, You agree to provide and maintain, at Your cost, an IP network, services, and connection meeting the

foregoing standard and all equipment necessary for the Services to connect to and use such network, services, and connection. Neither Carousel nor its Authorized Service Provider is liable for any unavailability, interruption, or underperformance of the Services related to Your IP network or connection.

# Use of Third Party Devices

Neither Carousel nor its Authorized Service Provider guarantee or makes any representation or warranty that any third party IP telephone or other device will work or be compatible with the Services or support the Services’ full performance or quality of service potential or range of features and functionalities.

# Use of Mobile Application

Mobile applications used to access the Services may be configured to make or receive calls on Your 3G or 4G network using Your data service, and may result in additional data usage fees from Your mobile service provider. You can disable 3G/4G calling by configuring the mobile application to make/receive calls only over a Wi-Fi connection.

Configuring the mobile application to disable VoIP calling will result in the Services making/receiving calls using Your voice connection from Your mobile service provider; this may result in additional voice minute usage fees from Your mobile service provider.

# Additional Terms for Business VoIP Service

Services include one or more Voice over Internet Protocol ("VoIP") lines included in Your Services, and for other plans, Carousel offers options to add one or more VoIP lines to Your Services. In either case, Services for the VoIP line(s) will be referred to as "VoIP Service", for which the following additional terms shall apply:

# Operator Assisted Calling, 311, 511 and other X11 Calling

The Services do not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or calling card calls). Your Service may not support 211, 311, 411, 511, and/or other N11 calling (except as otherwise provided in these TOS) in one or more service areas.

# Global Office

If You have subscribed to Global Office (“**RGO**”), this section sets forth additional terms and conditions concerning RGO. For the purposes of this section, the “**Home Country**” means the United States, where You have purchased general telephony services from Carousel.

# Emergency Service Limitations.

Carousel’s Authorized Service Provider provides access to emergency calling services in many, but not all, countries in which RGO is available, allowing most Services Users to access Emergency Services (911 in the United States and Canada, 999/112 in the United Kingdom and throughout the European Union, 999/995/993 in Singapore, and any other applicable Emergency Services number). Your access may differ depending on Your location or the device You are using, and it works differently than You may have experienced using traditional wireline or wireless telephones. Access to emergency calling services in RGO countries, where available, is subject to the limitations set forth in Section 1 (Operation and Limitations of the Business VoIP 911 Service) above. **It is strongly recommended that You have an alternative means for placing emergency calls available at all times.**

**Disclaimer of Liability for Emergency services in RGO Countries.** You represent and warrant that You have made available and will maintain at all times traditional landline and/or mobile network telephone services that will enable users of Your Services to call 911/112/999 and/or any other applicable Emergency services number. You represent and warrant that You will not use the Services in environments requiring fail-safe performance or in which the failure of the Services could lead directly to death, personal injury, or severe physical or environmental damage.

Accordingly, You agree that neither Carousel nor its Authorized Service Provider shall be responsible or liable for—and agree to fully, finally, and forever release, discharge, indemnify, and hold harmless the Carousel, RingCentral and its Authorized Service Provider from and against any claim based on, resulting from, or relating to—any acts or omissions related to the handling of, or not handling of, or response, or lack of response, to any emergency call or other communication in connection with the RGO service.

**RGO Service Provided in Connection with Home Country Service.** You represent and warrant that if: (i) You have a presence in the Home Country and will continue to have a presence in the Home Country throughout the term of these TOS; and (ii) that Your purchase of RGO Service is in connection with Your subscription to Services in the Home Country.

You acknowledge and agree that the Authorized Service Provider will provide RGO Service to You only in connection with Your Business VoIP Service in the Home Country. Carousel, or its Authorized Service Provider may immediately terminate Your RGO Service if You no long have any lines or Business VoIP Service in the Home Country.

# Indemnification

To the maximum extent permitted by applicable Law, You shall indemnify and hold harmless, individually and collectively, Carousel, Authorized Service Providers, their affiliates, agents, and other providers who furnish goods and services to You in connection with the Services, and their officers, directors, managers, employees, and shareholders (the "**Indemnified Parties**") from and against any and all liability, claims, losses (including loss of profits, revenue and goodwill), damages, fines, penalties, injuries to persons or property, costs,

and expenses (including reasonable attorneys' fees and dispute resolution expenses) arising from or related to: (i) the use of or reliance upon the Services by You or any third party acting with Your permission, knowledge, authority or direction; (ii) a breach of these TOS by You, or any End User; (iii) any negligent acts, omissions to act or willful misconduct by You or any third party acting with Your permission, knowledge, authority or direction; (iv) the inability to use the Services or failure or outage of the Services for any reason, including but not limited to those related to calling, "911" or other emergency responders; (v) the use of the Services in connection with a violation of any applicable law, code, regulation, or ordnance; or (vi) the misappropriation, breach, violation, or infringement of any right, title or interest of any third party, including but not limited to, contractual rights, Intellectual Property rights, rights of privacy, and rights of publicity and personality.

# Termination

* 1. **Generally.**

You understand and agree that Carousel or its Authorized Service Providers may at any time, and without additional notice to You, terminate, modify, suspend, disconnect, discontinue, or block access to some or all of the features of the Services if:

* + 1. Carousel or its Authorized Service Provider determines or reasonably suspects that You have materially breached these TOS;
		2. Carousel or its Authorized Service Provider determines that You have created or caused to be created multiple free accounts;
		3. Carousel or its Authorized Service Provider determines that You have used a fraudulent credit card to pay for Service charges on Your Account;
		4. Carousel or its Authorized Service Provider determines that You have verbally insulted, abused, or harassed any of its employees, contractors, agents, or other representatives;
		5. You did not or will not reasonably comply or cooperate with any applicable Law or regulation, or Carousel or its Authorized Service Provider is made aware of allegations of the same.
		6. Carousel or its Authorized Service Providers are ordered by law enforcement or other government agencies to suspend or terminate Service to Your Account;
		7. You bring any legal action or proceeding, including without limitation in any court, regulatory, or administrative body, arbitral body, or mediator, against Carousel or its Authorized Service Providers, or participate in any class action lawsuit against Carousel or its Authorized Service Providers;
		8. You file a petition in bankruptcy or if a petition in bankruptcy is filed against You

and such petition is not dismissed within thirty (30) days after the effective filing date thereof, or a trustee or receiver is appointed over any of Your relevant property;

* + 1. Carousel or its Authorized Service Providers determine that such action is necessary to protect, maintain, or improve the Services, the networks supporting such services; to prevent fraud or misrepresentation by affirmative acts and/or omissions; to protect Carousel, its customers, Authorized Service Providers, or other third parties affiliated with Carousel; or for any other good cause;
		2. You violate applicable Law; or
		3. As otherwise contemplated by these TOS.

Upon any termination or suspension of Your account, Carousel or its Authorized Service Provider may immediately deactivate or delete Your account and all related information and files in Your Account and/or restrict any further access to such files, information, or the Services.

Neither Carousel nor any Authorized Service Provider or their respective affiliates shall be liable to You or any third party for any reason for terminating or suspending Your use or access to the Services.

# Warranty Disclaimer

**TO THE EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” AND NEITHER CAROUSEL NOR ITS AUTHORIZED SERVICE PROVIDER MAKES ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, TITLE, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. SPECIFICALLY AND WITHOUT LIMITING THE FOREGOING IN ANY WAY, CAROUSEL SPECIFICALLY DISCLAIMS ON BEHALF OF ITSELF AND ITS AUTHORIZED SERVICE PROVIDER ANY WARRANTY: (i) THAT ANY PRODUCT WILL MEET ANY PARTICULAR REQUIREMENTS; (ii) THAT ANY PRODUCT WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR THAT ANY DEFECTS IN ANY PRODUCT WILL BE CORRECTED; OR (iii) RELATING TO THE ACCURACY OR RELIABILITY OF THE RESULTS OBTAINED THROUGH USE OF YOUR PLAN, ANY ACCOUNT, OR ANY PRODUCT OR ANY CUSTOMER COMMUNICATIONS, DATA, INFORMATION, OR CONTENT**

**DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF ANY OF THE FOREGOING. THE PARTIES AGREE, AND IT IS THEIR INTENTION, THAT IN NO EVENT SHALL ANY WARRANTY PROVIDED BY LAW APPLY UNLESS REQUIRED TO APPLY BY APPLICABLE STATUTE NOTWITHSTANDING THEIR EXCLUSION BY CONTRACT. TO THE EXTENT THAT CAROUSEL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.**

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 CAROUSEL 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.

# General Terms

1. **Definitions**

All capitalized terms used in these TOS shall be defined in accordance with the following definitions or as otherwise defined herein.

* 1. “**911-Enabled Softphone**” means a Softphone for which the Business VoIP 911 Service is supported.
	2. **“Account”** means the numbered account established with Carousel Authorized Service Provider that contains any of the following information: Customer’s true, accurate, current, and complete personal name or business name (as applicable), administrator name, billing address (as applicable), shipping address (as applicable), the address where the Services will primarily be used (as applicable), the records of Customer Digital Lines, subscriptions, and any Services that Customer has purchased from Carousel or its Authorized Service Provider. For clarity, multiple services, Digital Lines, or End Users may be included in a single account, and a single customer may have multiple Accounts encompassing different geographic locations, business units, or other designations as determined by Customer
	3. “**Account Security Incident**” means any actual or suspected unauthorized activity, erroneous billing, or breach or compromise of any Password Information or the security or privacy Your Services, an Account, or any Account Data.
	4. **“Authorized Service Provider(s)”** means Carousel’s Authorized Service Provider, RingCentral Inc. or other subcontracting resources as necessary to provide the service.
	5. “**Services”** the services purchased under these TOS or any contract between Customer and Carousel, and any software or hardware used in conjunction with those services.
	6. “**Customer Communications**” means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, conferences or other communications transmitted or stored

through the Services.

* 1. “**Embargoed Area**” means a country or region that is subject to a Canadian, United States, United Nations, or European Union embargo or economic sanctions, including without limitations destinations designated by Foreign Affairs, Trade and Development Canada, the United States Government in Country Group E or Part 746 of the Export Administration Regulations (15 CFR Part 730-774), or otherwise subject to territorial sanctions under regulations administered by the Foreign Affairs, Trade and Development Canada, the United States Department of the Treasury, Office of Foreign Assets Control, or other governmental authorities with jurisdiction.
	2. “**End Point**” means a point through which any End User might access and/or use the Services, including without limitation all IP Desk Phones and all Softphones, instances of the Authorized Service Provider’s mobile or desktop applications, and all devices or VoIP infrastructure on which any Softphone or such instance is installed or through which the Services may be accessed or used.
	3. “**End User**” means the user of a virtual extension or individual digital line set up within an account or an individual assigned thereto by You or by Carousel or its Authorized Service Provider at Your direction or request.
	4. “**Export Control List**” means any list maintained by the government of Canada, the United States or any other country of entities or individuals that are subject to export controls or economic sanctions, including without limitation the Foreign Affairs, Trade and Development Canada Export Control List, the United States Commerce Department’s Denied Parties List, Entity List, or Unverified List; the United States Department of the Treasury’s or the United States Office of Foreign Assets Control's Specially Designated National List; Sectoral Sanctions List; Foreign Sanctions Evaders List; and similar lists of entities, organizations, or individuals subject to export control restrictions or economic sanctions that are maintained by other agencies of the Canadian Government, the United States Government, the United Nations, the European Union, or any other governmental authority with jurisdiction.
	5. “**Intellectual Property**” means mean all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (i) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (ii) copyrights and copyright registrations, and “moral” rights; (iii) the protection of trade and industrial secrets and confidential information; (iv) other proprietary rights relating to intangible property; (v) trademarks, trade names and service marks; (vi) a person’s name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (vii) analogous rights to those set forth above; and (viii) divisions, continuations, continuations-in-part, renewals, reissuances and extensions of the foregoing (as applicable).
	6. “**IP Desk Phone**” means a telephony hardware device that uses VoIP to place and

transmit telephone calls over an IP network.

* 1. “**IP Rights**” means any and all patents, copyrights, trademarks, service marks, trade secrets, and other Intellectual Property rights in the Services or in any technology used in the provision thereof.
	2. “**Law**” means any federal, national, municipal, local, state, or international law, statute, regulation, code, ordinance, or restriction; treaty or convention; or court or administrative ruling.
	3. “**Legal Process**” means any court or administrative order, subpoena, civil investigation demand, warrant, or other official request, order, or process.
	4. **“Password Information”** means any and all passwords, PINs, IVR PIN codes, security questions or answers, and other access-related credentials related to Services or an Account.
	5. “**Registered Address**” means the address of the physical location where You will use the Business VoIP Service, including each IP Desk Phone and each 911-Enabled Softphone.
	6. “**Softphone**” means a desktop software application used to access the Services.
	7. “**Taxes**” means all federal, state, local, and municipal sales, international excise, value- added, transactional, regulatory, and other taxes and assessments and other governmental fees, surcharges, levies or amounts (including without limitation charges related to the recovery of amounts contributed to any contribution, universal service or other governmental fund or entity, whether or not such recovery is mandated by any Law).
	8. “**Text-to-911**” means the ability to send SMS messages to 911.
	9. “**Voice/Text Feature**” means any functionality or feature of the Services that converts voice content to text content or vice versa.