



Voca for Teams - Terms of Service

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PLEASE READ THE TERMS OF SERVICE CAREFULLY. BY ACCESSING OR USING THE WEBSITE OR VOCA FOR TEAMS SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND TO ALL THE TERMS AND CONDITION OF OUR SERVICE AND THE PRIVACY POLICY. IF YOU DO NOT AGREE TO THESE TERMS, EXIT THIS PAGE AND DO NOT ACCESS OR USE THE WEBSITE OR VOCA FOR TEAMS SERVICES.

Voca for Teams Service is meant for those who are at least eighteen (18) years of age. Use of Voca for Teams by anyone under the age of 18 is a violation of the Terms of Service. If you are under the age of 18, and are not an emancipated minor, you must have the consent of a parent, or legal guardian to use or access Voca for Teams.

You agree to incorporate Voca for Teams policies into your own products and policies and ensure that your customers adhere to our policies. If you are accepting these terms of service on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to these Terms of Service; (ii) you have read and understand the Terms of Service; and (iii) you agree, on behalf of the party that you represent, to these terms of Service. If you do not have the legal authority to bind your employer or the applicable entity, please do not put a check mark next to the "I AGREE" checkbox and click on the Privacy Policy. Use of the Website and Voca for Teams Services is subject to the terms of our Privacy Policy found at https://www.audiocodes.com/corporate/privacy-policy which is hereby incorporated into and made part of these Terms of Service.

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You may not, nor allow any third party to: copy, distribute, sell, disclose, lend, transfer, convey, modify, decompile, disassemble, or reverse engineer the Website or Voca for Teams Services for any purpose whatsoever. You may write a software application or website (an "App") that interfaces with Voca for Teams Services, and hereby acknowledge that AudioCodes may change, deprecate or republish Voca for Teams Services (including any APIs) or feature of Voca for Teams Services from time to time, and that it is your responsibility to ensure that calls or requests you make to or via Voca for Teams Services are compatible with the-Voca for Teams terms. We will attempt to inform you of any changes with reasonable notice so that you can adjust your App, but we are under no obligation to do so.

You and any Apps that you may build, distribute, or otherwise create may make network calls or requests to Voca for Teams Services, or may receive phone calls via Voca for Teams Services, at any time that Voca for Teams Services is available provided that those requests do not violate these Terms of Use.

Provided that you comply with these Terms of Service, you may use Voca for Teams Services to execute Apps owned or lawfully obtained by you, and you are solely responsible for such Apps, including any data, text, images or content contained therein. You are personally responsible for all traffic originating from your Apps or using your account credentials to Voca for Teams Services. Therefore, you should protect your authentication keys and security credentials. Any action taken with your credentials are deemed to be actions taken by you, with all consequences including service termination, civil and criminal penalties.

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Furthermore, AudioCodes may suspend your right and license to use the Service or terminate these Terms of Service for cause effective as set forth below: Immediately upon our notice to you if (i) you violate any provision of these Terms of Service or we have reason to believe that you have violated these Terms of Service, (ii) there is an unusual spike or increase in your use of the Services for which there is reason to believe such traffic or use is fraudulent and/or negatively impacting the operating capability of the Service; (iii) we determine, in our sole discretion, that our provision of any of the Services to you is prohibited by applicable law, or has become impractical or unfeasible for any legal or regulatory reason; or (iv) you become the subject of a voluntary or involuntary bankruptcy or similar proceeding, or make an assignment for the benefit of creditors; and Immediately and without notice if you are in default of any payment obligation with respect to any of the Services or if any payment mechanism you have provided to us is invalid or charges are refused for such payment mechanism.

Upon our suspension of your use of any Services, in whole or in part, for any reason: (i) fees will continue to accrue for any Services that are still in use by you; (ii) you remain liable for all fees, charges and any other obligations you have incurred through the date of suspension with respect to the Services; and (iii) all of your rights with respect to the Services shall be terminated during the period of the suspension. Upon termination of these Terms of Service for any reason: (i) you remain liable for all fees, charges and any other obligations you have incurred through the date of termination with respect to the Services; and (ii) all of your rights under these Terms of Service shall immediately terminate. Notwithstanding such termination or suspension, you will continue to be subject to the "Intellectual Property," "Fees," "Content," "Representations and Warranties," "Disclaimers and Limitations of Liability," "Indemnification," "Applicable Law and Jurisdiction" and "Use of Voca for Teams Services" sections of these Terms of Service. Except as otherwise





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Downtime; Security. Your access to and use of the Services may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Services for any reason, including as a result of power outages, system failures or other interruptions; and we shall also be entitled, without any liability to you, to suspend access to any portion or all of the Services at any time (a) for scheduled downtime to permit us to conduct maintenance or make modifications to any of the Services; (b) in the event of a denial of service attack or other attack on the Services or other event that we determine, in our sole discretion, may create a risk to the Services, to you or to any of our other customers if the Services were not suspended; or (c) in the event that we determine that any of the Services is prohibited by applicable law or we otherwise determine that it is necessary or prudent to do so for legal or regulatory reasons (collectively, "Service Suspensions"). AudioCodes shall have no liability whatsoever for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that you may incur as a result of any Service Suspension. To the extent we are able, we will endeavor to provide you notice of any Service Suspension and to post updates regarding resumption of Services following any such suspension, but shall have no liability for the manner in which we may do so or if we fail to do so.

We strive to keep information you provide to us secure, but cannot guarantee that we will be successful at doing so. You acknowledge that you bear sole responsibility for adequate security, protection and backup of your data or content including all audio recordings associated with your account. AudioCodes will have no liability to you for any unauthorized access or use, corruption, deletion, destruction or loss of any of your data or content.

Fees. Free Services are limited to one temporary usage license per person. Should you choose to purchase the Services after the trial period, you agree to pay all applicable fees. For an offer please contact our customer services. You agree to pay any carrier costs, such as fees for porting your existing telephone numbers into or out of the Services. We may increase or add new fees for any of the existing Services by giving you 10 days' advance notice. All fees payable by you are exclusive of applicable taxes and duties, including, without limitation, VAT and applicable sales tax. You will provide such information to us as reasonably required to determine whether we are obligated to collect VAT (and/or similar taxes) from you. You are responsible for any charges imposed on AudioCodes by a carrier related to government fees for telecommunications, including but not limited to, universal service fund fees, if applicable.

All amounts payable by you under these Terms of Service will be made without setoff or counterclaim and without deduction or withholding. If any deduction or withholding is required by applicable law, You shall notify us and shall pay such additional amounts to us as necessary to ensure that the net amount that we receive, after such deduction and with holding, equals the amount we would have received if no such deduction or withholding had been required. Additionally, you shall provide us with documentation that the withholding and deducted amounts have been paid to the relevant taxing authority.





If you have any dispute with regards to fees associated with your account, please contact us at to Support@audiocodes.com within 30 days of the date of the activity that generated such dispute, and we will attempt to resolve the matter. Any and all refunds issued to resolve such a dispute shall be issued as credits to your account, but in no event shall there be any cash refunds. Disputes older than 30 days shall not be entitled to any refunds or credits.

Third Party Sites. Links at the Website or via Voca for Teams Services to third-party websites are provided only as a convenience to you. If you use these links, you will leave the Website and potentially Voca for Teams Services. Voca for Teams does not control or endorse any such third-party websites. You agree that AudioCodes (together with its parent, subsidiaries, affiliates, and their respective directors, stockholders, employees, consultants, affiliates, successors, assigns, agents and other representatives, the "AudioCodes Parties"), will not be responsible or liable for any content, goods or services provided on or through these outside websites or for your use or inability to use such websites. You will use these links at your own risk. You are advised that other websites on the Internet, including third party websites linked from this Website or Voca for Teams Services, might contain material or information: that some people may find offensive or inappropriate; that is inaccurate, untrue, misleading or deceptive; or that is defamatory, libelous, infringing of others' rights or otherwise unlawful. Voca for Teams expressly disclaims any responsibility for the content, legality, decency or accuracy of any information, and for any products and services, that appear on any third-party website.

Use of Voca for Teams. You may be required to establish an account at this Website in order to take advantage of certain features of this Website or Voca for Teams Services. If so, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Website or Voca for Teams Services; and (b) as permitted, maintain and promptly update such information to keep it true, accurate, current and complete. If you provide any information that is false, inaccurate or outdated, or AudioCodes has reasonable grounds to suspect that such information is false, inaccurate or outdated, AudioCodes has the right to suspend or terminate your account and prohibit any and all current or future use of the Website and Voca for Teams (or any portion thereof) by you.

You may be prompted to create a username and password to use certain features of the Website or participate in Voca for Teams Services. If so, you are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. Your account is meant to be private and you shall not share accounts, use another member's account, nor allow others to use your account for any reason. You agree to: (a) immediately notify AudioCodes of any unauthorized use of your password or account or any other breach of security; and (b) ensure that you exit from your account at the end of each session. You agree to be responsible for all charges resulting from the use of your account at the Website or via Voca for Teams Services, including charges resulting from unauthorized use of your account prior to your taking steps to prevent such occurrence by changing your password and notifying AudioCodes. AudioCodes Parties cannot and will not be liable for any loss or damage arising from your failure to comply with these requirements. You agree to use the Website and





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You may not do any of the following while accessing or using Voca for Teams Services: (i) access, tamper with, or use non-public areas of Voca for Teams Services, our computer systems, or the technical delivery systems of our providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search Voca for Teams Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate written agreement with us; (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing Voca for Teams Services or Website, or by scripting the creation of content in such a manner as to interfere with or create an undue burden on Voca for Teams Services or Website. Additionally, the following list gives examples of illegal, abusive, interfering or otherwise unacceptable or inappropriate behavior while using the Website or Voca for Teams Services:

Attempting to bypass or break any security mechanism on any of the Services or using the Services in any other manner that poses a security or service risk to AudioCodes, to any user of our Services, or to any of our or their respective customers. Testing or reverse engineering the Services in order to find limitations, vulnerabilities or evade filtering capabilities. Using the Services in any manner that may subject AudioCodes or any third party to liability, damages or danger. Using the Services in any manner that violates any applicable third-party policies or requirements that AudioCodes has communicated to the customer. Using the Services in any manner that violates the Mobile Marketing Association guidelines and/or best practices, carrier guidelines, or any other industry standards. Engaging in fraud with respect to your account, including using any caller ID functionality of the Services to misrepresent the identity of a caller. Using your account to engage in fraudulent activity with respect to third parties or otherwise using your account to bypass phone identification systems such as those by classified advertising websites. Using any of AudioCodes Properties or AudioCodes Marks other than as expressly permitted.





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Creating a false identity or forged email address or header, or phone number, or otherwise attempting to mislead others as to the identity of the sender or the origin of a message or phone call using Your account. Violating or facilitating the violation of any U.S. federal or state, or foreign law regarding the transmission of technical data or software, or the recording of telephone calls. Interfering with or disrupting networks connected to the Services or violating the regulations, policies or procedures of such networks. Improperly engaging in activity for which the United States Federal Communications Commission has restricted or regulated regarding proper use of the public telephone network. Using the Services, or a component of the Services, in a manner not authorized by AudioCodes.

You further agree that you will not access this Website or Voca for Teams Services by any means except through the interface provided by AudioCodes for access to the Website and Voca for Teams Services, and that you will follow all carrier guidelines. Creating or maintaining any link from another website to any page at the Website without the prior authorization of AudioCodes is prohibited. Running or displaying this Website, Voca for Teams Services, or any information or material displayed at the Website in frames or through similar means on another website or application without the prior authorization of AudioCodes is prohibited. Any permitted links to this Website must comply with all applicable laws, rule and regulations. AudioCodes makes no representation that Materials contained at the Website or products or services described or offered at the Website or Voca for Teams Services are accurate, appropriate or available for use in jurisdictions outside the United States, or that these Terms of Service comply with the laws of any other country. Visitors who use the Website or Voca for Teams Services and reside outside the United States do so on their own initiative and are responsible for compliance with all laws, if and to the extent local laws are applicable. You agree that you will not access this Website or Voca for Teams Services from any territory where its contents are illegal, and that you, and not AudioCodes Parties, are responsible for compliance with applicable local laws. Content. All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such content. You acknowledge that all Content accessed by you using the Website and/or Voca for Teams Services is at your own risk and you will be solely responsible and liable for any damage or loss to you or any other party resulting therefrom. You retain any rights you

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You represent and warrant: (i) that you are solely responsible for the development, operation, maintenance and legality of your App and Content, including without limitation, the accuracy, appropriateness and completeness of your Content; (ii) that you have the necessary rights and licenses, consents, permissions, waivers and releases to develop, use, display and/or sell your App and your Content; (iii) that neither your App nor Content (a) violates, misappropriates or infringes any rights of us or any third party, (b) constitutes defamation, invasion of privacy or publicity, or otherwise violates any rights of any third party, or (c) is designed for use in any illegal activity or promotes illegal activities, including, without limitation, in a manner that might be libelous or defamatory or otherwise malicious, illegal or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age; (iv) that neither your App nor Content contains any harmful components; and (v) that AudioCodes is not responsible to you for indemnification or directly to any of your customers or clients if you offer services (including your App(s)) based on VOCA FOR TEAMS Services. You also represent and warrant that you are responsible for any charges incurred by your use of the Services, no matter whether the Services acted in error. You further understand and agree that you will have use of the telephone number(s) that are provided as part of the Services only until the end of the Term. You understand and agree that AudioCodes is the customer of record for all telephone number(s) provided as part of the Services and, therefore, AudioCodes has certain rights with respect to porting of the number(s) ("Porting" is causing or attempting to cause number(s) to be transferred, switched, or otherwise moved to any other service provider, telephone carrier, or any other person or entity). As the customer of record for the telephone number(s), AudioCodes owns the telephone number(s) assigned to you. AudioCodes reserves the right to refuse to port any telephone number(s) in its sole discretion without any liability whatsoever. If you "ported in" any telephone number(s) in connection with your use of Services, AudioCodes assigned you one or more toll free telephone numbers, you may be entitled to "port out" a telephone number under non-U.S. law. Subject to applicable law, you may "port out" such number(s) only if you satisfy the following requirements: (1) you provide written notice to AudioCodes of your intent to "port out" such number(s) no later than 30 days after providing AudioCodes notice of your intent to terminate your use of the Services (the "Porting Notice Period"); (2) your new telephone carrier provides AudioCodes's telephone carrier a duly executed porting request prior to the expiration of the Porting Notice Period; (3) you have paid AudioCodes for all Services provided to you prior to the date you

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provide AudioCodes notice of your intent to terminate your use of the Services; and (4) you have paid AudioCodes any administrative fees associated with processing the port. You hereby authorize AudioCodes to charge your account in the applicable amount for the administrative fees in subsection (4) above or to otherwise arrange to make this payment to AudioCodes within the Porting Notice Period. Regardless of when the port out is complete, you will continue to be responsible to pay all applicable account fees with respect to the telephone numbers until you formally terminate use of the Services pursuant to these Terms of Service. If you fail to satisfy any of the foregoing requirements, AudioCodes remains the customer of record over the number(s) and you are expressly prohibited from causing or attempting to cause such number(s) to be transferred to any other service provider, telephone carrier or any other person or entity. AudioCodes also retains the right to reclaim the number(s) from you after the number(s) are ported out in contravention with these requirements and authorize AudioCodes to charge your account or take any other measures to collect the costs associated with causing the number(s) to be returned to AudioCodes. You understand and agree that even if you satisfy the requirements set forth in this section, technical or procedural difficulties or interruptions may occur when attempting to port out these numbers and such difficulties or interruptions may prevent your new carrier from porting the numbers. AudioCodes is not responsible for such technical or procedural difficulties or interruptions.

You understand and agree that following the termination of these Terms of Service for any reason, your number(s) may be re-assigned to another customer. You agree that AudioCodes will not be liable for damages (including, without limitation, consequential or special damages) arising out of any such reassignment and you hereby waive any claims with respect to any such re-assignment, whether based on contractual, tort or other grounds, even if AudioCodes has been advised of the possibility of damages. You understand and agree that AudioCodes may need to change the telephone number(s) assigned to you. You agree that AudioCodes will not be liable for damages (including, without limitation, consequential or special damages) arising out of any such change in the telephone number(s) assigned to you and you hereby waive any claims with respect to any such change, whether based on contractual, tort or other grounds, even if AudioCodes has been advised of the possibility of damages. You represent and warrant that you have read and understood these Terms of Service, and you agree to abide by their terms, where applicable, including as incorporated by reference herein. You further agree to abide by all applicable local, state, national, foreign and international laws and regulations and that you will be solely responsible for all acts or omissions that occur under Your account or password, including the content of your transmissions through the Service. You represent and warrant that without AudioCodes's express written consent you will not use, and will not authorize any third party to use, any Public Software (as defined below) in connection with the Services in any manner that requires, pursuant to the license applicable to such Public Software, that any of the Services be (a) disclosed or distributed in source code form, (b) made available free of charge to recipients, or (c) modifiable without restriction by recipients. "Public Software" means any software, documentation or other material that contains, or is derived (in whole or in part) from, any software, documentation or other material that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models, including, but not limited to software, documentation or other material licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any

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YOU CAN ALSO BRING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES, AND IF THE LAW ALLOWS, THEY CAN SEEK RELIEF AGAINST US FOR YOU.

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