

Epsilon Global Voice for Zoom Terms of Use

Welcome to Epsilon Global Voice for Zoom by Epsilon. Epsilon Global Voice for Zoom is a Portal accessed via a Website operated by Epsilon. By accessing and using Epsilon Global Voice for Zoom, you shall be deemed to have accepted to be legally bound by these Terms of Use ("TOU"). If you do not agree to these TOU, please discontinue the use of this Epsilon Global Voice for Zoom portal or Website.

Description of Epsilon Global Voice for Zoom

Epsilon Global Voice for Zoom enables users to connect to services that Epsilon offer via the Epsilon Global Voice for Zoom portal.

Epsilon Global Voice for Zoom provides users with access to:-

1. place order(s) or provision online for services to selected Epsilon Services;
2. view status of such Services;
3. add new, or edit existing, customer(s) (where permitted);
4. add new / edit existing users (where permitted); and/or
5. obtain billing information.

You also understand and agree that the Website may include advertisements and certain communications from Epsilon, such as service announcements and administrative messages, and that these advertisements and communications are considered part of the use of the Website and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Website shall be subject to the TOU. Your use of the Website is at your own risk. You are responsible for obtaining access to the Website, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and remain responsible for all equipment necessary to access the Website.

Registration, Account, Password & Security

The supply of the Services shall be governed by the Epsilon Telecommunications Standard Terms & Conditions ("STC") in force at the date on which the order is placed. However, if (1) Epsilon has previously entered into a Master Services Agreement or other framework terms with you for the supply of the Services; and (2) these are in force at the date on which an order is placed, these shall then apply *in lieu* of the STC.

"Services" shall mean any of the telecommunications services posted on this Portal. For purposes of using the Website, you will be provided with an account ("Account") which you may use to navigate and carry out certain transactions on this Website.

You have been issued with an identification designation ("User ID"), password ("Password") and account designation specific to your Account. Your User ID and Password will not be known or

disclosed to any party except Epsilon and its employees, agents, servants and contractors, strictly on a “need-to-know” basis.

However, Epsilon shall be at liberty to disclose the User ID, Password or Account contents to any third party, regulatory authority or other agency (whether Government or otherwise), if required to do so by any law, regulation or court order; or if Epsilon deems that such disclosure is necessary to carry out its duties, functions and obligations.

You shall:-

1. be solely responsible for maintaining the confidentiality of your User ID, Password and Account;
2. immediately notify Epsilon of any theft or unauthorized use of your User ID, Password and Account or any other breach of security;
3. log out of your browser immediately at the end of each of your sessions on the Website, so as to ensure that others cannot access your Account or personal information and correspondence; and
4. be solely responsible for any activities that take place through your User ID, Password or Account or any additional User (s) you appoint and for the contents of your Account.

You shall not:-

1. disclose your User ID or Password to any third party;
2. post content or items in an inappropriate category or areas on our Website or services;
3. violate any laws, third party rights, or our policies;
4. use our Website or services if you are not able to form legally binding contracts or are temporarily or indefinitely suspended from our Website;
5. manipulate the price of any item or interfere with other users' listings;
6. place or post bogus services;
7. circumvent or manipulate our fee structure, the billing process, or fees owed to Epsilon;
8. post false, inaccurate, misleading, defamatory, or libellous content (including personal information);
9. transfer your Account to another party without Epsilon's consent;
10. distribute or post spam, chain letters, or pyramid schemes;
11. distribute viruses, worms, trojans, and/or any other malware that may harm the Website, or the interests or property of users of the Website;
12. copy, modify, or distribute content from the Website and Epsilon's copyrights and trademarks;
13. harvest or otherwise collect information about users, including email addresses, without their consent; and/or

14. use existing user accounts or create new user accounts in order to circumvent or avoid buying or selling limits, restrictions, holds or other policy consequences.

Epsilon shall in no way whatsoever be liable to you for any loss, damage, costs, expense incurred by you as a result of, arising out of or in connection with the wrongful or fraudulent use of your User ID or Password or Account, whether by you or any third party.

You shall not acquire any rights, title, interests over your User ID or Password or Account and you agree and acknowledge that Epsilon shall be entitled (in its sole discretion) to terminate the use of the same at any time whatsoever, without having to furnish any reasons. If your Account remains inactive for a continuous period of six (6) months, Epsilon shall also be entitled (in our sole and absolute discretion) to terminate the use of the same at any time whatsoever, without having to furnish any reason. Upon such termination, you shall no longer be entitled to use or access your User ID, Password or Account and Epsilon may deactivate or delete your User ID, Password and Account and delete all related information and files in your Account. Epsilon shall not be liable to you or any third party for any termination of your User ID, Password, Account or the contents thereof.

At all times, your use of your User ID, Password, Account and the contents thereof shall be subjected to the terms and conditions set out in this TOU and in the Privacy Policy.

Without limiting other remedies, Epsilon reserve the right to refuse service, suspend, terminate your Account, remove or edit content, or cancel order(s) in our sole discretion, prohibit access to our sites and their content, delay or remove hosted content, and take technical and legal steps to keep users off the sites if we think that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of our policies (for example, and without limitation, policies related to conducting off-site transactions, circumventing temporary or permanent suspensions or users who we believe are harassing our employees or other users). Additionally, we may, in appropriate circumstances and at our discretion, suspend or terminate accounts of users who may be repeat infringers of intellectual property rights of third parties. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a long time.

Violations of this policy may result in a range of actions, including:-

1. service cancellation;
2. limits placed on Account privileges;
3. Account suspension / termination; and/or
4. claim for damages and loss.

We keep our Website and services working properly and safe. Please report problems, offensive content and policy violations to us at support-csc@epsilontel.com.

Buyer, Pricing and Seller Activities

Buyers shall be able to request, buy and provision a Service. In the event that the Buyer requests, selects, allocates or enables a Service, the Buyer shall be deemed to have placed the order for the Service and to be commercially liable for the Service to Epsilon in accordance with the terms hereof.

By requesting, buying, enabling or provisioning any Service and/or placing any order for any Service through this Epsilon Global Voice for Zoom portal (“Order”), the Buyer shall be deemed to have accepted and agreed to all the terms and conditions under our STC, subject to the first paragraph under the heading “Registration, Account, Password & Security” above. The Buyer agrees that each order is subject to the applicable Service Schedules, Acceptable Use Policy, and any other relevant documents, which may be revised from time to time by Epsilon at its sole discretion. In the event of any conflict or inconsistency between any provision of any document forming part of this Agreement, the following order of precedence shall prevail to the extent necessary to resolve such conflict or inconsistency:

1. Order;
2. Service Schedule(s);
3. Channel Partner Schedules (where applicable);
4. Acceptable Use Policy;
5. The STC or Master Service Agreement or other previously framework terms; and
6. any other document or any terms expressly incorporated as part of the Agreement.

The above mentioned documents are available in the [Additional documents](#) section.

Sellers shall properly manage and ensure that relevant information such as the price, pricing model, inventory, the details of Services and utilization for Services is updated through the Website and shall not post inaccurate information.

The price of Services shall be determined by the Seller taking into consideration the pricing model.

When buying a Service, the Buyer may be required to comply with rules and other regulations of third party companies such as cloud service providers and internet exchanges pertaining to allowing the Service to be connected to them. You hereby warrant that you will comply with these rules and other regulations.

Trademarks

All brand, product, service mark and trademarks used in this Website which identify Epsilon, this Portal or third parties and their products and services are proprietary marks of the Epsilon and/or the relevant third parties respectively. No right or license is given to you or any user accessing this Website to reproduce or use the brand, service mark, and trademark.

Copyright

The content on this Website, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content") and the trademarks, service marks and logos, are owned by or licensed to Epsilon, and subject to copyright and other intellectual property rights under Singapore, foreign laws and other applicable international conventions. Content on the Website is provided to you "AS IS" for your information and personal use only and may not be used, copied, reproduced, adapted, distributed, transmitted, broadcast,

communicated to the public, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of Epsilon.

Warranties

As the User of this Portal, you are solely responsible for all users using your Account and shall be fully liable for all costs, expenses, loss and/or damages incurred by Epsilon, the User or third party as a result of any service orders submitted and/or cancelled by the User.

Content

Epsilon does not in any way whatsoever warrant, represent or endorse the accuracy or reliability of any information, materials and Content displayed or distributed through this Website including but not limited to any advice, opinion, statement, or other information. You acknowledge that any reliance upon any such information, materials or Content shall be at your sole risk.

Epsilon will not in any event be responsible for the nature or accuracy of the Content being published and/or submitted.

Integrity, Privacy and Use of Information Received

As a condition to using the Service, you agree to the terms of the Privacy Policy <http://www.epsilon.tel.com/privacy-policy/> as may be updated from time to time. Please also review the Privacy Policy, which also governs your use of the Website.

Epsilon understand that privacy is important to you and that by using Epsilon Global Voice for Zoom , you consent to Epsilon lawfully monitoring, editing or disclosing any personal data that you disclose to us which are necessary for the purpose of delivering the services which you have contracted for and, if required to do so, in order to comply with any valid legal process or governmental request (such as a search warrant, subpoena, statute, or court order), or as otherwise provided in these TOU and the Privacy Policy. You may withdraw your consent at any time and should you choose to do so, please contact Epsilon to communicate your withdrawal. Please be aware that where you withdraw your consent, Epsilon may no longer be able to deliver certain services to you.

You will indemnify and keep indemnified Epsilon, all their officers, agents, employees, content and information providers, licensors and licensees against any claims resulting from the content you submit.

Epsilon may monitor your use of this Website, and may freely use and disclose any information and materials received from you or collected through your use of this Website for any lawful reason or purpose.

Disclaimer of Warranty and Limitation of Liability

This Website, including all content, software, functions, services, materials and information made available on or accessed through this Website, is provided on an "AS IS" basis. To the fullest

extent permissible by law, Epsilon makes no representation or warranties of any kind whatsoever for the Service, software, content on this Website, materials, information submitted through the Service, and functions made accessible by the software used on or accessed through this Website, for any products or services or hypertext links to third parties or for any breach of security associated with the transmission of sensitive information through this Website or any linked site. You expressly agree that your use of the Service is entirely at your sole risk.

Further, to the fullest extent permissible by applicable law, Epsilon disclaim any express or implied warranties, including, without limitation, non-infringement of third-party rights, reliability, accuracy, timeliness, performance of the Service, merchantability or fitness for a particular purpose. Epsilon do not warrant or represent that the accessibility of this Website, the Service or the functions contained in this Website or any materials or Content contained therein will be uninterrupted or error free, that defects will be corrected, or that this Website or the server that makes it available is free of viruses or other harmful components. Epsilon shall not be liable for the use of this Website, including, without limitation, the Content or service and any errors contained therein.

You acknowledge and agree that your use of this Website and all Content, functions, service, materials and information made available on, or accessed through this Website, and obtained through internet or any other communication channels, are at your sole risk. In no event shall Epsilon be liable to you or any party for any damages, claims, expenses or losses of any kind (whether direct, indirect, incidental, punitive, exemplary and/or consequential) arising from or in connection with any use of and/or reliance on the accuracy, availability, currency, title, non-infringement, quality, reliability, suitability and/or completeness of the software, functions, Service, materials and information, Content of this Website or any part thereof.

In no event shall Epsilon be liable to you or any party for any damages, claims, expenses or losses of any kind (whether direct, indirect, incidental, punitive, exemplary and/or consequential) arising from failure to transmit, delay in transmission, or errors and inaccuracies during transmission of information via the internet or any other communication channels, even if Epsilon has been advised of the possibility of such damages, claims, expenses or losses.

In addition, you agree that Epsilon shall in no event be liable for any damages, loss or expense including without limitation, direct, indirect, special or consequential damage or economic loss arising from or in connection with:-

1. any access, use or the inability to access or use this Website;
2. any system, server or connection failure, error, omission, interruption, delay in transmission or viruses, worms, trojans, and/or any other malware;
3. any use of or access to any other website linked to this Website; and/or
4. any services, products, information, data, software or other material obtained from this Website or from and any other website linked to this Website, even if Epsilon or our agents or employees are advised of the possibility of such damages, losses and/or expenses.

Some jurisdictions do not permit the exclusion of certain warranties or the exclusion or limitation of liability for incidental or consequential damages and accordingly, some of the above limitations may not apply to you. If applicable and in such jurisdictions, Epsilon's liability is limited to the greatest extent permissible by applicable law.

Indemnity

You hereby agree to indemnify, defend and hold Epsilon, and all our officers, directors, owners, agents, employees, content and information providers, affiliates, partners, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any information or Content which you submit, post or transmit or make available on this Website, your use of this Website, any breach by you of these TOU or the foregoing representations, warranties and covenants, including, without limitation, attorney fees and costs on a full indemnity basis. You shall cooperate as fully as reasonably required by Epsilon in the defence of any claim. Epsilon reserve the right, at our own expense, to assume the exclusive conduct and control of any matter or legal proceedings subject to indemnification by you and you shall not in any event settle any matter without the prior written consent of Epsilon.

Amendment of the Terms

Epsilon reserves the right to amend these TOU from time to time in its sole and absolute discretion. In such event, we will post the revised TOU on the Website; kindly ensure that you peruse our Website and update yourself at regular intervals. If you continue to use the Service after the effective date of the revised TOU, you will be deemed to have accepted those changes. If you do not agree to the revised TOU, your sole remedy shall be to discontinue using the Service.

Choice of Law and Forum

The TOU and the relationship between you and Epsilon shall be governed by the laws of the Republic of Singapore without regard to its conflict of law provisions. You hereby unconditionally and irrevocably agree to submit to the exclusive jurisdiction of the Singapore courts.