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# Terms and Conditions for Use of Secure Redirection and Provisioning Service

## 1. General

This agreement explains the terms and conditions governing the use of the services made available by Snom Technology GmbH. It represents the whole agreement and understanding between Snom Technology GmbH (hereinafter referred to as "Snom") and the individual, corporation, or organization who subscribes to the redirection service (hereinafter referred to as "Member") for assistance in the provisioning of Snom's line of IP business phones.

PLEASE READ THIS AGREEMENT CAREFULLY. By submitting Member's account application and by using the service, Member agrees to comply with all terms and conditions set out in this agreement. Snom may terminate Member's account(s) at any time, without notice, for conduct that is in breach of this agreement or for conduct that Snom believes is harmful to their business or the use of the service by others or is harmful to any other party. Snom reserves the right to modify this agreement at any time, effective upon posting of the modified agreement to this URL:

<https://www.snom.com/solutions/sraps>

Member is responsible to read this document from time to time to ensure that Member's use of the service remains in compliance with this agreement.

## 2. Services

Snom provides an online service to members without fees for assistance in the provisioning of Snom phones by the use of an online redirection server. Snom allows members to enter the MAC address of targeted Snom IP phones that, when activated and with access to the internet, will be redirected to a provisioning server provided by the members.

Snom provides this server royalty-free, but retains the right to change this policy at any time. Services are provided on the basis of service, facility, and equipment availability. Snom reserves the right not to provide one or more services where necessary facilities,

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equipment, or services are not available for any reason whatsoever. Snom retains all future rights to change any aspect of this service including charging monies for access or charging for volume use.

### 3. Term / Termination

Snom offers services to members without term restriction. Members may request to cancel their Snom account at any time without any fees or obligations. Snom reserves the right to terminate member accounts for breach of any term or provision within this agreement.

### 4. Member Responsibility

Member will provide their email address and select a password. The email address and password is used for Member verification. It is Member's responsibility to select a secure password and safeguard it from unauthorized use. Snom WILL NOT BE LIABLE FOR THE UNAUTHORIZED USE OR MISUSE OF MEMBER'S ACCOUNT DUE TO BREACHED PASSWORD.

Member is responsible for maintaining accurate account information, including contact information, at all times. Such information can be updated within Member's Snom account. It is Member's responsibility to verify that the MAC addresses used with this service belong to a phone that Member either owns or otherwise has under his control. Should a Member use the MAC address of a phone that does not meet this criteria, Member has the obligation to take it from the service. If Member fails to do that, Snom has the right to remove the MAC from the service and/or ban Member from using the service and terminate this agreement. If Member abuses the right to claim MAC addresses that do not meet the criteria, Snom has the right to claim damages from Member.

### 5. Notices

Member agrees that, unless other instructions are posted on Snom's website, any notices required to be given under this agreement will be deemed to have been given if delivered by email or fax or sent by registered mail to each of the parties in accordance with the most current contact information Member has provided to Snom, and the contact information for Snom posted on the Snom website. All notices shall be effective upon receipt except that email and fax notices shall be effective upon transmission.

### 6. Privacy

The Snom privacy statement sets out Snom's obligations with respect to the safeguarding, collection, and use of Members' personal or business information and may be subject to

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modification from time to time. Changes are effective upon posting of the modified agreement to this URL:

<https://www.snom.com/legal/>

Information is not disclosed or sold to any third parties.

## 7. Service Interruption

Snom may suspend the service at any time for any duration of time when necessary, without penalty or liability to Snom. Member agrees that it may be necessary for Snom to temporarily suspend the service for technical reasons or to maintain Snom's network, equipment, or facilities. Snom will not bear any liability whatsoever for any such disruption to service.

## 8. Limitation of Liability

The service is provided on an "as is" and "as available" basis, and use of the service is at Member's own risk. Snom makes no representations or warranties, either expressed or implied, with respect to the service or any service or information provided through the service. Snom is not responsible for any damages, injury, or economic loss arising from the use of the content or service provided by Snom.

For greater certainty and without limitation to the generality of the following:

- in no event will Snom be liable to Member for any direct, indirect, incidental, or consequential damages or economic loss arising out of the service or in connection with Member's website or any other services or products provided to Member;
- Snom, its officers, directors, owners, agents, and employees shall in no way be liable to Member or anyone else for any loss or injury resulting from use of the service or the site;
- in no event shall Snom be held liable for any damages or economic loss, whatsoever, as a result of notifying any official of potentially illegal content on the Site, providing copies of Member's data files to the appropriate authorities, or cooperating with law enforcement efforts to locate persons who have posted content that is illegal or promotes illegal conduct.

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## 9. Indemnification

Member agrees to indemnify and hold Snom harmless from and against, and to reimburse Snom with respect to, any and all losses, damages, liabilities, claims, judgments, settlements,

fines, costs, and expenses (including reasonable related expenses, legal fees, costs of investigation) of every nature whatsoever incurred by Snom by reason of or arising out of or in connection with:

- any breach of this agreement by Member; or
- any infringement of any copyright, trademark, patent, trade secret or any other intellectual proprietary right of any party by content on Member's website; or
- illegal, pornographic, or discriminatory content on Member's website.

## 10. Force Majeure

Snom will not be liable for any delay, interruption, or failure in the provisioning of services if caused by acts of God, declared or undeclared war, fire, flood, storm, slide, earthquake, power failure, the inability to obtain equipment, supplies or other facilities that are not caused by a failure to pay, labour disputes, or other similar events beyond Snom's control that may prevent or delay of service provisioning.

## 11. Unenforceable Provisions

If any part of these terms and conditions are found to be invalid or unenforceable under applicable law, such part will be ineffective to the extent of such invalid or unenforceable part only, without in any way affecting the remaining parts of these terms and conditions.

## 12. Governing Law

The rights and obligations of the parties pursuant to these terms and conditions is governed by, and shall be construed in accordance with, the laws of the Federal Republic of Germany. Member may be subject to other local, provincial or state and national laws.

Member hereby irrevocably submits to the exclusive jurisdiction of the courts of the Federal Republic of Germany for any dispute arising under or relating to this agreement and waive Member's right to institute legal proceedings in any other jurisdiction. Snom shall be entitled to institute legal proceedings in connection with any matter arising under this agreement in any jurisdiction where Member resides, does business, or has assets.

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## 13. Waiver

No waiver of any of the provisions of these terms and conditions will be deemed to constitute a waiver of any other provision nor shall such a waiver constitute a continuing waiver unless otherwise expressly provided in writing duly executed by the party to be bound thereby.

## 14. Entire Agreement

This document represents the complete agreement and understanding between the parties with respect to the service and supersedes any other written or oral agreement. The agreement takes effect upon Snom's acceptance of Member's offer to enter into the agreement, as indicated by Snom's e-mailing of Member's account credentials to Member.

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### Authorized signature(s):

Signature and date: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Company (name, address, stamp): \_\_\_\_\_