



Online Tuition Terms and Conditions

1. THESE TERMS AND CONDITIONS

These terms and conditions (“Terms”) apply to your access and use of our Razzamataz Online service irrespective of the delivery platform (whether this is our website or a third party platform such as Zoom) or device you use to access it.

These Terms incorporate our other important terms and policies (as applicable) to your use of Razzamataz Online (together, the “Razzamataz Terms and Policies”), including our:

- Privacy Notice at <https://www.razzamataz.co.uk/privacy-policy/>- which tells you how we collect and use personal data you provide to us or which we collect;
- Cookie Policy at <https://www.razzamataz.co.uk/privacy-policy/>- which tells you how we use cookies and other similar technologies throughout the Razzamataz website; and
- Website Terms of Use at <https://www.razzamataz.co.uk/privacy-policy/>- which apply to your use of the Razzamataz website; and

Please note that we may update and amend these Terms from time to time. By enrolling online, accessing and using Razzamataz Online service you confirm you have read, understood and agree to be legally bound by these Terms and Policies in their entirety. If you do not agree to these Terms, please do not use Razzamataz Online Tuition.

2. ABOUT US

Razzamataz Online is operated by Razzamataz Theatre Schools Limited (“RTSL”, “us” or “we”), a company incorporated in England and Wales with company number 04592496. Our registered office is at: Penrith Conference & Business Centre Rural Enterprise Centre, Redhills, Penrith, Cumbria, England, CA11 0DT 11/12.

Razzamataz is a franchised business and our Razzamataz Online classes are provided by our independent franchisees who we call Razzamataz Principals. Therefore, any Razzamataz Online class you book will be provided by one of our Razzamataz Principals (whose details will be provided on the booking confirmation email sent to you once your booking is accepted) and not by RTSL. References to we or us therefore includes our Razzamataz Principals where applicable.

The legal contract in relation to your booking for a Razzamataz Online class between you and the Razzamataz Principal fulfilling your booking request is not with us and we are not liable for the acts or omission of your Razzamataz Principal. Your booking is nevertheless subject to these Terms.

3. HOW TO CONTACT US OR YOUR RAZZAMATAZ PRINCIPAL

You can contact Razzamataz Head Office by writing to our Penrith address as above.

1. However any queries you have in respect of your booking must be directed to your Razzamataz Principal not us. You can contact your Razzamataz Principal using the details shown on your booking confirmation email and on the webpage or email link you used to make the booking request.

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4. THE RAZZAMATAZ ONLINE SERVICE

- Through the Razzamataz Online service we offer you the opportunity to view our classes and other audio-visual content (pre-recorded or livestreamed depending on availability) (referred to below as Content).
- You are not required to enroll for a regular term of classes and instead can simply pay for those online classes you wish to view unless that class is stated to be free of charge.
- Please note that classes and the number of online participants in that class may be restricted in number and therefore are provided subject to availability.
- The Razzamataz Online service is offered as an alternative to the face to face Razzamataz classes you would otherwise have attended.
- A timetable will be communicated to you by the schools' Principal by email and can be seen at any point upon request. Please note however that numbers may be limited for each Razzamataz Online class and are therefore subject to availability.
- Whilst we anticipate that, some of the Razzamataz Online classes will be carried out in a live streaming format this may not always be the case and instead pre-recorded Content may be substituted. We do not guarantee that the Razzamataz Online class you have booked will be in a live streaming format.

5. BOOKING

To book a Razzamataz Online class, you must either make a booking by completing our online enrolment form available here <https://www.razzamataz.co.uk>, or some existing Razzamataz parents will be able to book via their portal account.

If you are booking to view a Razzamataz Online class via our website you will be emailed a link to access Razzamataz Online. If you are accessing the booked Razzamataz Online class via a third party platform such as Zoom, you will be emailed an invitation to join the live streamed class. In each case the invitation will have a limited time period within which it can be used.

6. PRICE AND PAYMENT

The price of the Razzamataz online class which you wish to book (which includes VAT) will be the price indicated on the online booking system prior to check-out if you make a booking request online or the price notified by your Razzamataz Principal to you over the telephone or as told to you in the course of email exchanges.

We try to ensure that the prices advised to you are correct but it is always possible that, despite our efforts, our prices may be incorrect. If this is the case then you will either be refunded the difference if the correct price is less than what you have paid or if the correct price is higher, we will contact you for your instructions before we accept your booking.

If the rate of VAT changes between the date you placed your booking and the date your booked class starts then we will adjust the rate of VAT that you pay, unless you have already paid in full.

Details of the available payment method(s) are set out by your Razzamataz Principal. Although we make this online booking service available to you on behalf of our franchisees, your payment is made directly to your Razzamataz Principal (whose details are confirmed in the booking

confirmation). Equally any other payments to be made either by you or refunds owed to you in respect of any booking you make will be processed and made by your Razzamataz Principal in accordance with these Terms.

We accept payment by standing order, in which case a deposit is required as well as the first month's payment in advance at the time of your booking. This advance payment will be offset against the last payment due from you for the booked class. We also accept bank transfer and certain debit and credit cards (please ask us which we accept).

If payment is not received from you by the due date any contract for the booked class will automatically terminate.

If you do not pay us sums you owe us by the due date we may charge you interest on the overdue amount at the annual rate of 3% above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment, whether before or after any judgment. You must pay us interest together with any overdue amount.

7. RIGHT TO CANCEL

- If you change your mind and wish to cancel any booking you have made for a Razzamataz Online class before that class has started then we request that you provide your Razzamataz principal you made the booking with, with 48 hours notice as the number of participants in each classes are restricted and this allows your Razzamataz Principal to look to fill your place with another student;
- You may exercise your right to cancel at any time within 15 days from the date of your booking for that Razzamataz Online class, unless you have started to download, stream, watch or listen to the Razzamataz class you booked within this time period.
- Once you start to download, stream, watch or listen to the booked class, you cannot cancel your booking and, you will not receive a full or partial refund for your booking if you attempt to cancel.
- To exercise your right you must inform the franchisee you made the booking with within the cancellation period or complete our cancellation form (available to view here <https://www.razzamataz.co.uk/cancellation/>)

8. REFUNDS

Any refunds due to you will be made as soon as possible. If you are exercising your right to terminate within the cancellation period (see above) and you are entitled to a refund the refund will be processed no later than 14 days after the date on which your notice to cancel was received. Please note an amount for the supply of any classes to you during the cancellation period may be deducted from your refund. All refunds will be issued using the same method you used for payment unless you expressly agree otherwise.

9. YOUR USE OF THE RAZZAMATAZ ONLINE

The participant must have access to their own active broadband internet connection or mobile network connection to be able to participate, in a Razzamataz Online class. Neither we nor our Razzamataz Principals are responsible for technical issues, internet failure, loss of connection or other internet related issues.

You are responsible for any costs and other charges or expenses charged by your internet service provider or network operator in relation to your internet service, your mobile service and any use of Razzamataz Online.

We do not warrant that the Razzamataz online service, the Content or the server(s) that make them available are error or virus free or free of other harmful components. You are accessing this at your own risk and to the extent permitted by law.

You must not access or use Razzamataz Online in any way that breaches any applicable local, national or international law or regulation and you must view, use and display the Content for personal purposes only and in accordance with these Terms. The Razzamataz Online service may not be used in connection with any commercial purposes, except as specifically approved by us.

You must not (without our prior consent):

- copy (including filming, recording and/or downloading), distribute, publish, alter, adapt, create derivative works from, or otherwise use the Content, either in whole or in part;
- share or otherwise allow access to your booking or the Content with anyone else who has not paid or registered for the Content which is the subject of the booking;
- remove any copyright, trademark or other intellectual property notices;
- seek to interfere or damage Razzamataz Online service or the Content;
- frame, embed, harvest, scrape data from or link the Razzamataz Online service or the Content or use the Content on any other website or social media platform.

You agree that you will comply with our reasonable instructions regarding your use of the Razzamataz Online service.

You agree to compensate us for any loss or damage we suffer as a result of any claim made by another person or entity, which arises from your unauthorised use of the Razzamataz Online service or your violation of any applicable law or regulation.

When participating in an online class, your child is entirely your own responsibility and should be supervised during the class. Please ensure the following: that your child has a safe area in which to participate in the class as there will be physical movement involved; is dressed appropriately for the class; is aware of internet safety. If you are holding the class in your own home, you accept full responsibility for the health and safety of the environment. Classes are conducted in your own home at your own risk and in the absence of any proven negligence, lack of due diligence or breach of duty by your Razzamataz Principal; your Razzamataz Principal is not liable for any damage caused in your home nor any injury sustained in that environment .

If you are attending a class in someone else's home, then you accept liability for any damage incurred as a result of your or your child's actions. Furthermore, you accept that the health and safety responsibility lies with the home owner and not you're Razzamataz Principal.

Neither we nor our Razzamataz Principals cannot accept any liability for injury or damage incurred as a result of the classes unless caused by our or Razzamataz Principals negligence. We cannot accept liability for anything others may do or say during the class. Participation in the class is at your own risk. Report any online abuse immediately to franchise@razzamataz.co.uk

Online classes must not be reproduced, recorded, screen-shotted, photographed or reproduced in any other way. Content remains the property of Razzamataz Theatre Schools LTD.

Razzamataz is making the sharing option available but it is the individual Principal's responsibility if they wish to share this. All our social media platforms have their own privacy notices for which Razzamataz is not responsible for.

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10. AVAILABILITY

We reserve the right to suspend access to all or part of the Razzamataz Online service or close the service indefinitely without notice. Access may be terminated or suspended either in relation to specific users or to all users.

To the extent permitted by law, we accept no liability if Razzamataz Online becomes either temporarily or permanently unavailable.

In addition, we do not warrant that your access to Razzamataz Online and the Content shall be uninterrupted or free from errors.

11. OUR CONTENT

We reserve the right to alter, remove or update the Content at any time, with or without reason and without notice.

All Content is subject to change. We cannot and do not guarantee that any particular piece of Content will be available on Razzamataz Online, even if it was available previously.

All intellectual property rights in Razzamataz Online and all Content shall remain at all times the property of RTSL or our licensors (if applicable). The names, images and logos identifying us are proprietary marks and may not be reproduced or otherwise used without our prior permission in writing.

Nothing in these Terms of use give you either expressly or by implication any right to use our intellectual property rights (except the limited right to view in accordance with these Terms of use).

You do not acquire any ownership rights in any Music Content by accessing Razzamataz Online.

12. YOUR CONTENT

In using Razzamataz Online (including through any third party website, service or platform), you agree that you are solely responsible for any content sent or transmitted by you or displayed, streamed or uploaded by you and in doing so will comply with all applicable laws.

If you upload any content you promise that you have all necessary rights to do so and such use does not violate or infringe any rights of any third party.

We will not be liable in any way for any content that you transmit while using the Razzamataz Online service.

By allowing your child(ren) to participate in the classes, you are responsible for their participation and acknowledge that in a live streaming and interactive class, your child(ren) may be visible to the other members who have registered for that class. Please see our Privacy Notice for further information on how we collect and use your data (including any content described in this section): <https://www.razzamataz.co.uk/privacy-policy/>

Please note that as part of the booking process (and where you have not previously registered with us) you will be asked to register an account with us. On registration, you will be asked to supply a

user name and set a password (this will be your "ID") this is personal to you. The email address that you provide must correspond to a named email account and not a generic or shared email account.

If we provide you with a user name and password, it is your responsibility to ensure that these details are kept confidential at all times. You must not share your ID or give access to the Content through your ID to anyone else without our consent. If you do, this is a breach of these Terms and would entitle the contract with you to be terminated and no further bookings to be accepted from you.

If you believe there has been any theft or unauthorised use of your ID or any payment information, you should notify us immediately and immediately change your password by using the 'Forgot your password?' function on our website. We are not liable for any loss resulting from your failure to protect the confidentiality of your user name or password.

1. LAWS

We recommend that you change your user password regularly. Changes to your ID can be made by logging in to your "Manage My Account" section of your login account. If any of the Terms is or becomes invalid or contravenes any law then the remaining provisions shall not be affected.

These Terms are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

1. THIRD-PARTY SITES AND SERVICES

Razzamataz Online may be accessible from or link to other third party sites, services and platforms over which we have no control and are not responsible for. We do not endorse the material contained in any third party's sites or services (other than the Content).

These terms of use do not govern your relationship with any third parties (such as Zoom whose terms of use are set out below). Before you use any third party website, service or platform, you should review their applicable terms of use and policies for such website, service or platform.

You agree that we will not be a party to any transaction or contract with a third party that you may enter into and we will not be liable to you for any loss or damage which you may suffer by using those third party sites, services and platforms. You agree that you will not involve us in any dispute you may have with such third parties' sites, services and platforms.

As Razzamataz Theatre Schools LTD or franchisees may be using third party site 'Zoom US' to allow live streaming content and interactive classes the following additional Zoom terms of use apply, for your convenience a copy of their ToS is below. Other 3rd party content delivery systems may be available, depending on your local principal, you will be notified and required to adhere to their ToS when applicable.

ZOOM TERMS OF SERVICE
EFFECTIVE: May 30, 2019

IMPORTANT, READ CAREFULLY : YOUR USE OF AND ACCESS TO THE WEBSITE AND PRODUCTS AND SERVICES AND ASSOCIATED SOFTWARE (COLLECTIVELY, THE "SERVICES") OF ZOOM VIDEO COMMUNICATIONS, INC. AND ITS AFFILIATES ("ZOOM") IS CONDITIONED UPON YOUR

COMPLIANCE WITH AND ACCEPTANCE OF THESE TERMS, WHICH INCLUDE YOUR AGREEMENT TO ARBITRATE CLAIMS. PLEASE REVIEW THOROUGHLY BEFORE ACCEPTING. BY CLICKING/CHECKING THE "I AGREE" BUTTON/BOX, ACCESSING THE ZOOM WEBSITE OR BY UTILIZING THE ZOOM SERVICES YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ALL EXHIBITS, ORDER FORMS, AND INCORPORATED POLICIES (THE "AGREEMENT"). THE ZOOM SERVICES ARE NOT AVAILABLE TO PERSONS WHO ARE NOT LEGALLY ELIGIBLE TO BE BOUND BY THESE TERMS OF SERVICE.

Zoom will provide the Services, and you may access and use the Services, in accordance with this Agreement. If You order Services through an on-line registration page or an order form (each an "Order Form"), the Order Form may contain additional terms and conditions and information regarding the Services you are ordering. Unless otherwise expressly set forth in any such additional terms and conditions applicable to the specific Service which You choose to use, those additional terms are hereby incorporated into this Agreement in relation to Your use of that Service.

System Requirements . Use of the Services requires one or more compatible devices, Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Services involves hardware, software, and Internet access, Your ability to access and use the Services may be affected by the performance of these factors. High speed Internet access is recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are Your responsibility.

1. DEFINITIONS. The following definitions will apply in this Agreement, and any reference to the singular includes a reference to the plural and vice versa. Service specific definitions are found in Exhibit A. "Affiliate" means, with respect to a Party, any entity that directly or indirectly controls, is controlled by or is under common control with that Party. For purposes of this Agreement, "control" means an economic or voting interest of at least fifty percent (50%) or, in the absence of such economic or voting interest, the power to direct or cause the direction of the management and set the policies of such entity.

"End User" means a Host or Participant (as defined in Exhibit A) who uses the Services.

"Initial Subscription Term" means the initial subscription term for a Service as specified in an Order Form.

"Service Effective Date" means the date an Initial Subscription Term begins as specified in an Order Form.

"Renewal Term" means the renewal subscription term for a Service commencing after the Initial Subscription Term or another Renewal Term as specified in an Order Form.

2. SERVICES. Zoom will provide the Services as described on the Order Form, and standard updates to the Services that are made generally available by Zoom during the term. Zoom may, in its sole discretion, discontinue the Services or modify the features of the Services from time to time without prior notice.

a. Beta Services. Zoom may, from time to time, offer access to services that are classified as Beta version. Access to and use of Beta versions may be subject to additional agreements. Zoom makes no representations that a Beta version will ever be made generally available and reserves the right to discontinue or modify a Beta version at any time without notice. Beta versions are provided AS IS, may contain bugs, errors or other defects, and Your use of a Beta version is at Your sole risk.

3. USE OF SERVICES AND YOUR RESPONSIBILITIES. You may only use the Services pursuant to the terms of this Agreement. You are solely responsible for Your and Your End Users' use of the Services and shall abide by, and ensure compliance with, all Laws in connection with Your and each End User's use of the Services, including but not limited to Laws related to recording, intellectual property, privacy and export control. Use of the Services is void where prohibited.

a. Registration Information. You may be required to provide information about Yourself in order to register for and/or use certain Services. You agree that any such information shall be accurate. You may also be asked to choose a user name and password. You are entirely responsible for maintaining the security of Your user name and password and agree not to disclose such to any third party.

b. Your Content. You agree that You are solely responsible for the content ("Content") sent or transmitted by You or displayed or uploaded by You in using the Services and for compliance with all Laws pertaining to the Content, including, but not limited to, Laws requiring You to obtain the consent of a third party to use the Content and to provide appropriate notices of third party rights. You represent and warrant that You have the right to upload the Content to Zoom and that such use does not violate or infringe on any rights of any third party. Under no circumstances will Zoom be liable in any way for any (a) Content that is transmitted or viewed while using the Services, (b) errors or omissions in the Content, or (c) any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to Content. Although Zoom is not responsible for any Content, Zoom may delete any Content, at any time without notice to You, if Zoom becomes aware that it violates any provision of this Agreement, or any law. You retain copyright and any

other rights You already hold in Content which You submit, post or display on or through, the Services.

- c. Recordings .** You are responsible for compliance with all recording laws. The host can choose to record Zoom meetings and Webinars. By using the Services, you are giving Zoom consent to store recordings for any or all Zoom meetings or webinars that you join, if such recordings are stored in our systems. You will receive a notification (visual or otherwise) when recording is enabled. If you do not consent to being recorded, you can choose to leave the meeting or webinar
- d. Prohibited Use.** You agree that You will not use, and will not permit any End User to use, the Services to: (i) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the Services; (ii) knowingly or negligently use the Services in a way that abuses, interferes with, or disrupts Zoom's networks, Your accounts, or the Services; (iii) engage in activity that is illegal, fraudulent, false, or misleading, (iv) transmit through the Services any material that may infringe the intellectual property or other rights of third parties; (v) build or benchmark a competitive product or service, or copy any features, functions or graphics of the Services; or (vi) use the Services to communicate any message or material that is harassing, libelous, threatening, obscene, indecent, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation; (vii) upload or transmit any software, Content or code that does or is intended to harm, disable, destroy or adversely affect performance of the Services in any way or which does or is intended to harm or extract information or data from other hardware, software or networks of Zoom or other users of Services; (viii) engage in any activity or use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Services, or any servers or networks connected to the Services or Zoom's security systems. (ix) use the Services in violation of any Zoom policy or in a manner that violates applicable law, including but not limited to anti-spam, export control, privacy, and anti-terrorism laws and regulations and laws requiring the consent of subjects of audio and video recordings, and You agree that You are solely responsible for compliance with all such laws and regulations.
- e. Limitations on Use.** You may not reproduce, resell, or distribute the Services or any reports or data generated by the Services for any purpose unless You have been specifically permitted to do so under a separate agreement with Zoom. You may not offer or enable any third parties to use the Services purchased by You, display on any website or otherwise publish the Services or any Content obtained from a Service (other than Content created by You) or otherwise generate income from the Services or use the Services for the development, production or marketing of a service or product substantially similar to the Services.
- 4. RESPONSIBILITY FOR END USERS .** You are responsible for the activities of all End Users who access or use the Services through your account and you agree to ensure that any such End User will comply with the terms of this Agreement and any Zoom policies. Zoom assumes no responsibility or liability for violations. If You become aware of any violation of this Agreement in connection with use of the Services by any person, please contact Zoom at violation@zoom.us. Zoom may investigate any complaints and violations that come to its attention and may take any (or no) action that it believes is appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts and/or User profiles. Under no circumstances will Zoom be liable in any way for any data or other content viewed while using the Services, including, but not limited to, any errors or omissions in any such data or content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or content.
- 5. Zoom Obligations for Content .** Zoom will maintain reasonable physical and technical safeguards to prevent unauthorized disclosure of or access to Content, in accordance with industry standards. Zoom will notify You if it becomes aware of unauthorized access to Content. Zoom will not access, view or process Content except (a) as provided for in this Agreement and in Zoom's Privacy Policy; (b) as authorized or instructed by You, (c) as required to perform its obligations under this Agreement; or (d) as required by Law. Zoom has no other obligations with respect to Content.
- 6. ELIGIBILITY.** You affirm that You are of legal age and are otherwise fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. Although we cannot absolutely control whether minors gain unauthorized access to the Services, access may be terminated without warning if we believe that You are underage or otherwise ineligible.
- 7. Professional Use .** You may subscribe to and use the Services for business purposes, and You agree, if You are an individual, that the Services are being purchased in a business or professional capacity.

- 8. CHARGES AND CANCELLATION.** You agree that Zoom may charge to Your credit card or other payment mechanism selected by You and approved by Zoom ("Your Account") all amounts due and owing for the Services, including taxes and service fees, set up fees, subscription fees, or any other fee or charge associated with Your Account. Zoom may change prices at any time, including changing from a free service to a paid service and charging for Services that were previously offered free of charge; provided, however, that Zoom will provide you with prior notice and an opportunity to terminate Your Account if Zoom changes the price of a Service to which you are subscribed and will not charge you for a previously free Service unless you have been notified of the applicable fees and agreed to pay such fees. You agree that in the event Zoom is unable to collect the fees owed to Zoom for the Services through Your Account, Zoom may take any other steps it deems necessary to collect such fees from You and that You will be responsible for all costs and expenses incurred by Zoom in connection with such collection activity, including collection fees, court costs and attorneys' fees. You further agree that Zoom may collect interest at the lesser of 1.5% per month or the highest amount permitted by law on any amounts not paid when due. You may cancel your subscription at any time. If you cancel, you will not be billed for any additional terms of service, and service will continue until the end of the current Subscription Term. If you cancel, you will not receive a refund for any service already paid for.
- 9. TERMINATION.** The Zoom website contains information on how to terminate Your Account. If you have purchased a Service for a specific term, such termination will be effective on the last day of the then-current term. Your Order Form may provide that a Renewal Term will begin automatically unless either party provides notice of termination at least thirty (30) days prior to the commencement of the next Renewal Term. If You fail to comply with any provision of this Agreement, Zoom may terminate this Agreement immediately and retain any fees previously paid by You. Sections 1 and 3 through 20, inclusive, shall survive any termination of this Agreement. Upon any termination of this Agreement, You must cease any further use of the Services. If at any time You are not happy with the Services, Your sole remedy is to cease using the Services and follow this termination process.
- 10. PROPRIETARY RIGHTS .** Zoom and/or its suppliers, as applicable, retain ownership of all proprietary rights in the Services and in all trade names, trademarks, service marks, logos, and domain names ("Zoom Marks") associated or displayed with the Services. You may not frame or utilize framing techniques to enclose any Zoom Marks, or other proprietary information (including images, text, page layout, or form) of Zoom without express written consent. You may not use any meta tags or any other "hidden text" utilizing Zoom Marks without Zoom's express written consent.
- 11. COPYRIGHT.** You may not post, modify, distribute, or reproduce in any way copyrighted material, trademarks, rights of publicity or other proprietary rights without obtaining the prior written consent of the owner of such proprietary rights. Zoom may deny access to the Services to any User who is alleged to infringe another party's copyright. Without limiting the foregoing, if You believe that Your copyright has been infringed, please notify Zoom as specified [here](#).
- 12. EXPORT RESTRICTIONS.** You acknowledge that the Services, or portion thereof may be subject to the export control laws of the United States and other applicable country export control and trade sanctions laws ("Export Control and Sanctions Laws"). You and your End Users may not access, use, export, re-export, divert, transfer or disclose any portion of the Services or any related technical information or materials, directly or indirectly, in violation of any applicable export control or trade sanctions law or regulation. You represent and warrant that (i) You and your End Users are not citizens of, or located within, a country or territory that is subject to U.S. trade sanctions or other significant trade restrictions (including without limitation Cuba, Iran, North Korea, Syria, and the Crimea) and that you and your End Users will not access or use the Services, or export, re-export, divert, or transfer the Services, in or to such countries or territories; (ii) You and your End Users are not identified on any U.S. government restricted party lists (including without limitation the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons and Foreign Sanctions Evaders List, the U.S. Department of Commerce's Denied Parties List, Entity List, and Unverified List, and the U.S. Department of State proliferation-related lists); and (iii) that no Content created or submitted by You or your End Users is subject to any restriction on disclosure, transfer, download, export or re-export under the Export Control Laws. You are solely responsible for complying with the Export Control Laws and monitoring them for any modifications.
- 13. NO HIGH RISK USE .** The Services are not designed or licensed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems. The Services shall not be used for or in any HIGH RISK environment.
- 14. INJUNCTIVE RELIEF.** You acknowledge that any use of the Services contrary to this Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the

Services, may cause irreparable injury to Zoom, its Affiliates, suppliers and any other party authorized by Zoom to resell, distribute, or promote the Services ("Resellers"), and under such circumstances Zoom, its Affiliates, suppliers and Resellers will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

- 15. NO WARRANTIES.** YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED "AS IS" AND ZOOM, ITS AFFILIATES, SUPPLIERS AND RESELLERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ZOOM, ITS AFFILIATES, SUPPLIERS AND RESELLERS MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR THAT THE SERVICES WILL MEET ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SERVICES IS AT YOUR SOLE RISK. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU RESULTING FROM THE USE OF THE SERVICES. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SERVICES REMAINS WITH YOU. ZOOM DOES NOT ASSUME ANY RESPONSIBILITY FOR RETENTION OF ANY USER INFORMATION OR COMMUNICATIONS BETWEEN USERS. ZOOM CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SERVICES. USE IS AT YOUR OWN RISK.
- 16. INDEMNIFICATION .** You agree to indemnify, defend and hold harmless Zoom, its affiliates, officers, directors, employees, consultants, agents, suppliers and Resellers from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from Your use of the Services, Your violation of this Agreement or the infringement or violation by You or any other user of Your account, of any intellectual property or other right of any person or entity or applicable law.
- 17. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ZOOM OR ITS AFFILIATES, SUPPLIERS OR RESELLERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS OR DAMAGE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES OR THE PROVISION OF OR FAILURE TO PROVIDE TECHNICAL OR OTHER SUPPORT SERVICES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE) CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ZOOM, ITS AFFILIATES, SUPPLIERS OR RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, ZOOM'S, ITS AFFILIATES', SUPPLIERS' AND RESELLERS' MAXIMUM CUMULATIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICES (IF ANY) IN THE TWELVE (12) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIMS. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to You.
- 18. Agreement to Arbitrate; Waiver of Class Action .** If You are located in the United States, You agree to resolve disputes only on an individual basis, through arbitration pursuant to the provisions of Exhibit B. **The parties expressly waive any right to bring any action, lawsuit, or proceeding as a class or collective action, private attorney general action, or any other proceeding in which any party acts or proposes to act in a representative capacity.**
- 19. PRIVACY AND OTHER POLICIES.** Use of the Services is also subject to Zoom's Privacy Policy, a link to which is located at the footer on Zoom's website. The Privacy Policy, and all policies noticed at www.zoom.us/legal are incorporated into this Agreement by this reference. Additionally, You understand and agree that Zoom may contact You via e-mail or otherwise with information relevant to Your use of the Services, regardless of whether You have opted out of receiving marketing communications or notices.
- 20. MISCELLANEOUS**
- 20.1 Choice of Law and Forum.** This Agreement shall be governed by and construed under the laws of the State of California, U.S.A., as applied to agreements entered into and to be performed in California by California residents. Except as provided in Exhibit B, the Parties consent to the exclusive jurisdiction and venue of the state courts located in and serving Santa Clara County, California and the federal courts in the Northern District of California.
- 20.2 Waiver and Severability.** Failure by either Party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be

illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect.

20.3 General Provisions. This Agreement embodies the entire understanding and agreement between the Parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the Parties respecting such subject matter, except that if You or Your company have executed a separate written agreement or you have signed an order form referencing a separate agreement governing your use of the Services, then such agreement shall control to the extent that any provision of this Agreement conflicts with the terms of such agreement. Zoom may elect to change or supplement the terms of this Agreement from time to time at its sole discretion. Zoom will exercise commercially reasonable business efforts to provide notice to You of any material changes to this Agreement. Within ten (10) business days of posting changes to this Agreement (or ten (10) business days from the date of notice, if such is provided), they will be binding on You. If You do not agree with the changes, You should discontinue using the Services. If You continue using the Services after such ten-business-day period, You will be deemed to have accepted the changes to the terms of this Agreement. In order to participate in certain Services, You may be notified that You are required to download software and/or agree to additional terms and conditions. Unless expressly set forth in such additional terms and conditions, those additional terms are hereby incorporated into this Agreement. This Agreement has been prepared in the English Language and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes.

Exhibit A Services Description

This Exhibit A to the Terms of Service (“TOS”) describes the Services that may be ordered on an Order Form, or provided by Zoom, and sets forth further Service-specific terms and conditions that may apply to Zoom’s provision and Customer’s use of the Services. Capitalized terms not defined herein shall have the meanings assigned to them in the TOS.

A. Definitions. For purposes of this Service Description, the following definitions will apply:

“**Host**” means an individual who is an identified employee, contractor, or agent to whom You assign the right to host Meetings. A Host may hold an unlimited number of Meetings, but only one Meeting at a time. A Host subscription may not be shared or used by anyone other than the individual assigned to be a Host.

“**Meeting**” means a Zoom Video meeting.

“**Participant**” means an individual, other than the Host, who accesses or uses the Services, with or without the permission and knowledge of the Host.

“**Zoom Documentation**” means this Exhibit, the Zoom website (www.zoom.us) and any additional description of the Services which may be incorporated into this Agreement.

“**Zoom Meeting Services**” means the various video conferencing, web conferencing, webinar, meeting room, screensharing and other collaborative services offered by Zoom Video that Customer may order on an Order Form.

“**Zoom Phone Services**” means voice connectivity services, including, but not limited to, interconnected VoIP services, provisioning of direct dial numbers, and related services offered by Zoom Voice Communications, Inc. (“Zoom Voice”) that Customer may order on an Order Form.

B. Zoom Meeting Services. Zoom Meeting Services enable Hosts to schedule and start Meetings and to allow Participants to join Meetings for the purpose of collaborating using voice, video, and screensharing functionality. Every meeting will have one Host. Chat features allow for out-of-class one-on-one or group collaboration. Further features, functionality, and solutions are described at www.zoom.us.

C. Zoom Phone Services. The following sets forth the further terms and conditions that apply to the Zoom Phone Services.

1. **Definitions:** For purposes of the Zoom Phone Services, the following definitions apply:

“**Device**” means the device assigned to a virtual extension or individual digital line set up within an account or by Zoom at Your direction or request.

“**Phone Host**” means the individual assigned to a number which enables use of the Phone Service. A Phone Host is a “Host” for purposes of the definition of End User.

“**Zoom Phone Calling Plan**” means the pricing structure that enables Phone Hosts and End Users to access the PSTN. Calling plans may be “Metered” or “Unlimited” as defined on the Order Form.

“**Zoom Phone Commitment**” means the minimum monthly bundle of minutes that a Zoom Phone Metered Calling Plan Customer commits to use in connection with Zoom Phone Services.

2. Telecommunications Provider . Zoom Voice is the telecommunications provider of Zoom Phone Services and sets the terms, conditions and rates for Zoom Phone Services.

3. Description of Services. Zoom Phone Services are cloud-based phone services that use voice over internet protocol (**VoIP**) to provide You with the following services and functionalities (as selected on an Order Form):

a. **Zoom Phone Service.** Zoom Phone Service is a cloud-based phone service that allows two-way voice calling and private branch exchange (PBX) functionality, including, but not limited to, the following features: unlimited extension-to-extension calling (On Net Access), auto attendant/ interactive voice response (IVR), call routing, call queuing, music on hold, call history, caller identification (outbound and inbound), call forwarding, call transfer, and call recording.

b. **Public Switched Telephone Network Communications (PSTN) Access.** Phone Hosts and End Users can be enabled to make and receive calls to the PSTN and be assigned a direct inward dialing phone number (DID) via a Zoom Phone Calling Plan.

c. **Additional Zoom Phone Services.** Additional functionality such as enabling common area phones, and additional Toll Free and DID phone numbers may be purchased as described on the Order Form.

4. Billing and Invoicing . Zoom will bill You on behalf of Zoom Voice based on the Charges set forth on the Order Form. Charges based on usage, or overage amounts that exceed the Zoom Phone Commitment, will be billed in arrears, the month following the month a Charge is incurred. No adjustment will be made, or credit or refund given, for usage that is less than the Zoom Phone Commitment.

a. **On Net Access.** On Net capability will be provisioned by default for all Zoom Meeting Services. Phone Hosts may access and use On Net services at no charge for so long as the underlying license to the Zoom Meeting Service remains active.

b. **Taxes.** You acknowledge and agree that Zoom Phone Services are subject to certain Taxes and Fees (including, but not limited to, assessments for universal service) that are not applicable to Zoom Meeting Services. Accordingly, Zoom shall invoice You for Taxes and Fees associated with the Charges.

5. Reasonable Use and Right to Review. Zoom Voice offers unlimited and metered Phone Calling Plans. These plans are subject to this Zoom Voice Communications, Inc. Reasonable Use Policy. Zoom Phone Calling Plans are for normal and reasonable business use; unreasonable use is prohibited. Use of Zoom Phone may qualify as unreasonable if You (a) engage in business activities that involve continual, uninterrupted, or consistently excessive use of Zoom Phone Services, (b) make any misrepresentations to Zoom Voice that materially affect volume or type of use of Zoom Phone Services, (c) engage in fraudulent or illegal use of Zoom Phone Services, including any activity that violates telemarketing laws or regulations, or (d) use Zoom Phone Services in any manner that harms Zoom Voice's network or facilities or interferes with the use of the service by other customers. Use that is inconsistent with the types and levels of usage by typical business customers on the same plan may be used as an indicator of abnormal or unreasonable use, including but not limited to abnormal call lengths; abnormal call frequency; abnormal call duration; abnormal calling patterns that indicate an attempt to evade enforcement of this Zoom Voice Communications, Inc. Reasonable Use Policy. Zoom Voice reserves the right to review Your use to determine if it is consistent with this Zoom Voice Communications, Inc. Reasonable Use Policy. In the event Zoom Voice determines that You may be engaging in unreasonable use, Zoom Voice will determine the appropriate remedy and will take action to remedy any unreasonable use, including, at its sole discretion, discussing the use with You, moving You to an appropriate Zoom Phone Calling Plan, terminating certain Hosts, and/or otherwise modifying, suspending or terminating Your Zoom Phone services.

6. Termination of Zoom Meeting Services . Access to Zoom Phone Services requires a corresponding license to Zoom Meeting Services. In the event that the Zoom Meeting Service license is terminated, the equivalent access to Zoom Phone Services will also be terminated. At such time, You will be billed for any incurred usage charges, and will not be credited for any pre-paid amounts toward the Zoom Phone Commitment.

7. Zoom Voice Policies . You acknowledge and agree that the Zoom Voice Communications, Inc. policies found at <https://zoom.us/legal> apply to Your use of Zoom Phone Services.

8. Zoom Emergency Calling (E911) Obligations . You acknowledge and agree that You have read and understood Zoom Voice Communications Inc.'s 911 Customer Notification, found at www.zoom.us/legal, which sets forth specific limitations of Zoom Phone's emergency calling

capabilities and Your obligations with respect to End Users. Such obligations include, but are not limited to:

- a. ensuring that all Phone Hosts receive Zoom Voice's 911 Customer Notification;
- b. ensuring that all assigned phone numbers are registered for emergency calling purposes through the E911 link within Your account, and that all registration information remains accurate and up to date; and
- c. distributing warning stickers or other appropriate labels warning End Users that emergency service may be limited or not available and instructing Phone Hosts to place such stickers on or near the Devices and other equipment used in conjunction with Zoom Phone Services.

Zoom Voice reserves the right at any time to update the Zoom Voice Communications, Inc. 911 Customer Notification as necessary to reflect changes in law or technology that affect the emergency calling capabilities of Zoom Phone Services, and any such updates shall be effective immediately upon Your receipt of notice.

9. Equipment . Zoom Voice does not supply any Devices or other equipment used in connection with the Zoom Phone Services, and accordingly Zoom Phone does not provide any guarantees as to the quality or operability of such Devices and equipment when used to access Zoom Phone Services. However, Zoom Voice does test certain Devices and equipment to determine whether such Devices and equipment are supported on the Zoom Phone platform (although it has not tested all possible Devices and equipment available in the marketplace). The summary of Devices and equipment to date that Zoom Voice has determined are supported by the Zoom Phone platform may be provided on request. You should consult with Zoom Voice prior to deploying any other Devices and equipment.

D. Zoom Marketplace. The Zoom Marketplace, available at <https://marketplace.zoom.us> , is a site hosted by Zoom to provide access to applications (the "Apps") created by third party developers ("Publishers") that are interoperable with Zoom Services, and make them available from both mobile and desktop client apps. Access to and use of the Zoom Marketplace and Zoom for Developers (available at <https://developer.zoom.us>) sites are governed by separate terms and conditions available at <https://zoom.us/service>. Besides testing for compatibility with Zoom, Zoom does not perform any other testing and does not warrant or support the Apps. Publishers are solely responsible for all aspects of the Apps they publish, including content, functionality, availability and support. Publishers are required to provide their own terms of service, privacy policy and support information ("Publisher Terms"). End Users who access or download Apps must enter into Publisher Terms directly with the Publisher. Zoom is not responsible for the Apps, their content, functionality, availability, or support. Apps are hosted AS IS and use of the Apps is at Your own risk, subject to the Publisher Terms. Apps may become unavailable or be removed by a Publisher at any time and any data stored in them may be lost or become inaccessible. Zoom is not responsible for any data transferred to a Publisher, or for any transmission, collection, disclosure, security, modification, use or deletion of any data by or through an App. Publishers may use Your data as permitted in the Publisher Terms. Use of the Apps may require Your data to be transferred to the Publisher and by accessing and using the App, You consent to the transfer of Your data by Zoom as required by the Publisher. Zoom does not support the Apps. You should contact the Publisher for support or questions. Zoom makes no representations and disclaims all warranties, express or implied, regarding Apps and reserves the right to remove an App from the Marketplace at any time, in its sole discretion.

E. Managed Domains . Zoom may permit You to reserve domains associated with Your enterprise and to manage any accounts that are subscribed to Zoom using that domain ("Managed Domain Customer"). You may only associate to the Zoom Services domain(s) that you own or are legally entitled to associate for use with the Services. In the event that a Zoom account is created or exists on the reserved domain, but is not authorized by the Managed Domain Customer (the "Non-Managed Domain Account"), the person using or creating such Non-Managed Domain Account will be notified that the domain is reserved for the Managed Domain Customer and will be requested to change the domain associated with the Non-Managed Domain Account. If the person using or creating such Non-Managed Domain Account does not change the domain within the period specified, that person will be deemed to have consented to the Non-Managed Domain Account being added to the Managed Domain Customer and to have further consented for all data associated with the Non-Managed Domain Account to be shared with the Managed Domain Customer.

Exhibit B **Binding Arbitration**

This Exhibit B to the Terms of Service ("TOS") describes the further provisions which apply to the Binding Arbitration and Class Action Waiver.

A. **Disputes**. A dispute is any controversy between You and Zoom concerning the Services, any software related to the Services, the price of the Services, Your account, Zoom's advertising, marketing, or communications, Your purchase transaction or billing, or any term of this Agreement, under any legal theory including contract, warranty, tort, statute, or regulation, except disputes relating to the enforcement or validity of Your or Zoom's intellectual property rights. As part of the best efforts process to resolve disputes, and prior to initiating arbitration proceedings, each party agrees to provide notice of the dispute to the other party, including a description of the dispute, what efforts have been made to resolve it, and what the disputing party is requesting as resolution, to legal@zoom.us.

B. **Small Claims Court Available**. You may initiate an action in your local Small Claims Court if You meets the court's requirements. However, if such a claim is transferred, removed or appealed to a different court, Zoom reserves the right to require arbitration.

C. **Arbitration Procedure**. Disputes not resolved pursuant to Section A or B shall be resolved through arbitration. The American Arbitration Association ("AAA") will conduct any arbitration under its Commercial Arbitration Rules. For more information, see www.adr.org. Arbitration hearings will take place in the federal judicial district of Your primary business location. A single arbitrator will be appointed. The arbitrator must: (a) follow all applicable substantive Law; (b) follow applicable statutes of limitations; (c) honor valid claims of privilege; (d) issue a written decision including the reasons for the award. The arbitrator may award damages, declaratory or injunctive relief, and costs (including reasonable attorneys' fees). Any arbitration award may be enforced (such as through a judgment) in any court with jurisdiction. **Under AAA Rules, the arbitrator rules on his or her own jurisdiction, including the arbitrability of any claim; however, a court has exclusive authority to enforce the prohibition on arbitration on a class-wide basis or in a representative capacity .**

D. **Arbitration Fees**. If You are unable to afford the arbitration costs, Zoom will advance those costs to You, subject to the arbitrator's determination if costs should be reimbursed to Zoom if Zoom prevails. For disputes involving more than \$75,000, the AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.

E. **Conflict with AAA Rules**. This Agreement governs if there is a conflict with the AAA's Commercial Arbitration Rules.

F. **Requirement to File Within One Year**. Notwithstanding any other statute of limitations, a claim or dispute under this Agreement must be filed in Small Claims Court or noticed for arbitration within one year of when it could first be filed, or such claim will be permanently barred.

G. **Severability**. If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then those parts will not be arbitrated but will be resolved in court, with the balance resolved through arbitration. If any provision of this Exhibit B is found to be illegal or unenforceable, then that provision will be severed; however, the remaining provisions shall still apply and shall be interpreted to as nearly as possible achieve the original intent of this Exhibit, inclusive of the severed provision.