

## **ZOOM TERMS OF SERVICE**

These Terms of Service ("Agreement") is between the Government Customer (Agency) who, under the GSA Multiple Award Schedule (MAS) Program, is the "Ordering Activity," defined as an "entity authorized to order under GSA Schedule Contracts" as defined in GSA Order OGP 4800.2I, as may be revised from time to time ("You" or "Customer") and the GSA MAS Contractor acting on behalf of Zoom. .

Any software associated with the Services and website is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

1. **SERVICES.** Zoom will provide the Services in accordance with this Agreement. Zoom may at its sole discretion modify the features of the Services from time to time without prior notice. Use of the Services requires one or more compatible devices, Internet access, and certain software, 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 use such 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.

2. **RESPONSIBILITY FOR REGISTRATION INFORMATION AND CONTENT OF YOUR COMMUNICATIONS.** 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. You agree that You are solely responsible for the content ("Content") sent by You or displayed or uploaded by You in using the Services. You agree that You will not use the Services 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. You further agree not to 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. You further agree not to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act. You further agree not to 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. Recognizing the global nature of the Internet, You also agree to comply with applicable local rules or codes of conduct (including codes imposed by Your employer) regarding online behavior and acceptable content and the transmission of technical data exported from the United States or the country in which You reside. Zoom reserves the right to investigate and take appropriate action against anyone who, in Zoom's sole discretion, is suspected of violating this provision, including without limitation, reporting You to law enforcement authorities. Use of the Services is void where prohibited. Although Zoom is not responsible for any Content in violation of this provision, Zoom may delete any such Content of which Zoom becomes aware, at any time without notice to You. You retain copyright and any other rights You already hold in Content which You submit, post or display on or through, the Services. You understand and agree that by displaying, exchanging or uploading Content to a Zoom website, transmitting Content using the Services, or otherwise providing Content to Zoom, You automatically grant (and warrant and represent You have a right to grant) to Zoom a world-wide, royalty-free, sublicensable (so Zoom affiliates, contractors, resellers and partners can deliver the Services) perpetual, irrevocable license to use, modify, publicly perform, publicly display, reproduce and distribute the Content in the course of offering the Services to You and others with whom you are sharing Content using the Services.

3. RESPONSIBILITY FOR CONTENT OF OTHERS. It is possible that other users of the Services ("Users") may violate one or more of the above prohibitions. Zoom assumes no responsibility or liability for such violation. 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](mailto:violation@zoom.us). Zoom may investigate any complaints and violations that come to its attention and may take any action that it believes is appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts and/or User profiles. However, because situations and interpretations vary, Zoom also reserves the right not to take any action. 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. LIMITATIONS ON USE. The Services may be used for internal business or consumer purposes only. You will 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 will 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. You shall not 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.

6. 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.

7. 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 provide Zoom's Copyright Agent with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that You claim has been infringed; (iii) a description of where the material that You claim is infringing is located on the Services; (iv) Your address, telephone number, and email address; (v) a written statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (vi) a statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf. Zoom's Copyright Agent for notice of claims of copyright infringement can be reached as follows: email: [copyright@zoom.us](mailto:copyright@zoom.us); regular mail: Zoom, 55 Almaden Blvd, Suite 600, San Jose CA 95113. In the event Your content is removed pursuant to this process, You will receive information on how to file a counter-notice. Notices and counter-notices are legal notices distinct from regular Service activities or communications. As such, they are not subject to Zoom's Privacy Policy. This means Zoom may publish or share them with third parties at our discretion, and Zoom may produce them pursuant to a legal discovery request.

8. TERMINATION. The provisions of this Agreement will continue in effect following termination of your subscription for the Services.

9. EXPORT RESTRICTIONS. You acknowledge that the Services, or portion thereof may be subject to the export control laws of the United States. You will not 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 law or regulation.

11. 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. Without limiting the foregoing, 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. Without limiting the generality of the foregoing, Zoom, its affiliates, suppliers and Resellers specifically disclaim any express or implied warranty of fitness for such purposes.

12. **PRIVACY.** Use of the Services is also subject to Zoom's Privacy Policy, which is incorporated into this Agreement. You also agree to have Your name and/or email address listed in the header of certain communications You initiate through the Services.

13. **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. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE DEEMED TO IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31. U.S.C. §§ 3729-3733.

14. **MISCELLANEOUS**

14.1 Choice of Law and Forum. This Agreement shall be governed by and construed under the federal laws of the United States.

14.2 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 shall be removed from the Agreement and the remainder of this Agreement will remain in full force and effect.

14.3 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. In order to participate in certain Services, You may be notified that You are required to download software. 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. All notices or other correspondence to Zoom under this Agreement must be provided to the email address set forth in Section 9 above, or other contact information as provided by Zoom for such purpose. The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement.