



CT Cloud Recording+

CT Cloud Recording+ is a third party service provided by CallTower. Below are the applicable Terms and Conditions for CT Cloud Recording+ products.

These Terms and Conditions ("**Terms**") are for use of (i) the website with a homepage located at www3.callcabinet.com ("**Website**"); (ii) the CallCabinet applications ("Applications"), all of which are owned, operated and/or licensed to or by CallCabinet Corporation, a Delaware corporation ("**CallCabinet**"); and, (iii) all the Services and Equipment, as described below. Terms such as "us" or "we" refer to CallCabinet. Terms such as "you", "your" or "yours" refers to you, whether you are (i) the licensee of an Application; (ii) the purchaser of Equipment; (iii) the employee, contractor or other agent of said licensee of an Application or the purchaser of Equipment who will use the Application; and/or (iii) any and all other the users of the Application, the Equipment or the Website ("**End User**"). When accepted by you, these Terms will be a binding legal agreement between you and CallCabinet.

THIS IS A BINDING LEGAL AGREEMENT. BY ACCESSING AND USING THE PRODUCT(S) (AS DEFINED BELOW), YOU ARE ACCEPTING AND AGREEING TO THESE TERMS ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT IN CONNECTION WITH THE ACCESS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO THESE TERMS ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT. YOU REPRESENT THAT YOU ARE OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION OR RESIDENCE TO USE OR ACCESS THE SERVICES AND TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS, THEN (I) YOU MAY NOT USE THE EQUIPMENT, THE APPLICATIONS OR THIS WEBSITE; AND (II) YOU SHOULD DISCONNECT YOUR EQUIPMENT OR END USER EQUIPMENT FROM YOUR ACCOUNT.

1. Terms and Eligibility
2. Applicable Laws.

By agreeing to be bound by these Terms: (i) you agree to comply with all local, federal, state, foreign laws, rules and regulations governing the Products or use of the Services (collectively,



the “**Laws**”); (ii) you agree that you are solely responsible for compliance with all such Laws; and, (iii) you have not relied on any representation or statement made by CallCabinet as to whether or not you are subject to any Laws or that your intended use will comply with such Laws. If you do not agree with any of these Terms, you are prohibited from using or accessing the Products. The materials contained in the Website and the Applications are protected by applicable copyright and trade mark law.

3. Your Responsibility to Comply with Laws and Obtain Consent to Record Telephone Calls and Conversations Where Required.

DATA PROTECTION AND PRIVACY LAWS WHERE YOU LIVE MAY IMPOSE CERTAIN RESPONSIBILITIES ON YOU AND YOUR USE OF THE PRODUCTS. YOU AGREE THAT YOU (AND NOT CALL CABINET) ARE RESPONSIBLE FOR ENSURING THAT YOU COMPLY WITH ANY APPLICABLE LAWS WHEN YOU USE THE PRODUCTS, INCLUDING BUT NOT LIMITED TO (I) ANY LAWS RELATING TO THE RECORDING OR SHARING OF AUDIO CONTENT THAT INCLUDES THIRD PARTIES, OR (II) ANY LAWS REQUIRING NOTICE TO OR CONSENT OF THIRD PARTIES PRIOR TO RECORDING TELEPHONE CALLS OR THE USE OF THE PRODUCTS. CALLCABINET EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR INFORMING YOU OF THE REQUIREMENTS OF YOUR LOCAL LAWS AND YOUR COMPLIANCE THEREWITH.

4. License Grant.

Subject to the terms and conditions of this Agreement, CallCabinet hereby grants to you a non-exclusive, non-transferable license (“**License**”) to use the Applications you have purchased or for which you have a subscription. The use of such Applications is strictly limited to the use of the Services and this Agreement solely for your own internal business operations. You acknowledge that the Applications and all related information are proprietary to CallCabinet and its suppliers. This is the grant of a non-exclusive and limited license and is not a transfer of title or assignment of any property rights to you.

Certain items of independent, third party code may be included in the Products that are subject to “open source software” e.g., the GNU General Public License, Lesser General Public License or other open source licenses (collectively, “Open Source Software”). The Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software. In particular, nothing in these Terms restricts your right to copy, modify, and distribute such Open Source Software that is subject to the terms of the licensing accompanying such Open Source Software.



Unless you purchased the Application, the License may be terminated by CallCabinet at any time. Unless explicitly provided otherwise in the License, under the License you may not:

- a) modify or copy the program, its code or any other materials;
- b) use the Application for any commercial purpose not described in these Terms or on the Website, or for any public display (commercial or non-commercial);
- c) attempt to decompile or reverse engineer any software contained on the Application;
- d) take any action which may cause the Products, or any portion thereof, to be subjected to the terms of any additional Open Source Software licensing.
- e) remove any copyright or other proprietary notations from the materials; or
- f) transfer the Application to another person or “mirror” the materials on any other server, without CallCabinet’s written consent.

The License may be amended, modified or revoked by CallCabinet at any time as provided in these Terms. The License will automatically terminate if (i) you violate any of these Terms; or, (ii) if your Account is closed or terminated for any reason.

Your permission to use the Products are conditioned upon your agreement with CallCabinet that you:

- i) will comply with this Agreement;
- ii) are solely responsible for the secrecy and security of your Account Credentials and any activity that occurs in your Account; and
- iii) are solely responsible for your compliance with all Laws and maintaining the privacy rights of your customers or other parties being recorded using the Products.

5. End User Responsibilities for Equipment.

In the event that you are provided with Equipment by CallCabinet then you shall be solely responsible for all of the following:

- a) to maintain all Equipment or End User Equipment in accordance with the manufacturer’s specifications; and
- b) to supply at your cost, all telephony lines, internet connections and all transportation for any data you may transmit by, to or from any Applications, and the costs of, obtaining and maintaining any equipment or ancillary services the Application needs to operate or to otherwise use the Application, including, without limitation, a mobile device, cellular service, data service, software and anything else that is necessary. You shall be responsible for ensuring that such equipment is compatible with the Application.

6. Privacy



The terms of the CallCabinet Privacy Policy set forth below (“**Privacy Policy**”) are incorporated by reference into these Terms as if set forth in full. You certify that you have read the Privacy Policy, below, the terms of the Privacy Policy are reasonable and satisfactory to you and that you agree to be bound by the Privacy Policy. Your use of the Website and/or the Application and acceptance of these Terms is also your consent to the information practices in the Privacy Policy. You consent to the use of your personal information by CallCabinet, its affiliates, its third-party providers, and/or distributors in accordance with the terms of and for the purposes (as set forth in the Privacy Policy).

7. Security And Privacy.

By entering into these Terms, you agree to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your Account, and to maintain your user name and password (“**Account Credentials**”) securely to prevent others from gaining access without your permission. You agree to immediately notify CallCabinet of any unauthorized use, or suspected unauthorized use, of your Account or any other breach of security. CallCabinet is not liable for any loss or damage arising from your failure to comply with the above requirements.

8. Certain Restrictions.

- a) The rights granted to you in these Terms are subject to the following restrictions:
- i) you agree not to license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Products;
 - ii) you agree not to modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Products;
 - iii) you agree not to access the Products in order to build a similar or competitive service;
 - iv) except as expressly stated herein, no part of the Products may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means;
 - v) you agree not to upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer or communication network, computer, handheld mobile device, data, the Services, the Equipment, the Applications, the Website or any other system, device or property;
 - vi) you agree not to interfere with, disrupt, or attempt to gain unauthorized access to, the servers or networks connected to the Services or violate the regulations, policies, or procedures of such networks;
 - vii) you agree not to access (or attempt to access) any of the Services by means other than through the interface that is provided by CallCabinet; and



- viii) you agree not to remove, obscure or alter any proprietary rights notices (including copyrights and trademark notices) which may be contained in or displayed in connection with the Services. Any future release, update, or other addition to functionality of the Services shall be subject to these Terms.
 - b) CallCabinet cares about the integrity and security of your personal information. However, CallCabinet cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.
 - c) Unless you purchased the Application, CallCabinet reserves the right, at any time, to modify, suspend, or discontinue the Services or any part thereof with or without notice. You agree that CallCabinet will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services or any part thereof. It is your responsibility to ensure that you have all required system elements and that they are compatible and properly configured. You acknowledge that the Services may not work as described when the requirements and compatibility have not been met.
 - d) Although the Website is accessible worldwide, the Products provided or accessed through or on the Websites may not be available to all persons or in all countries. If you choose to access the Website from outside a country in which CallCabinet supports the Products, from time to time ("**Target Country**"), you do so on your own initiative and you are solely responsible for complying with applicable local laws in your country. You understand and accept that the Website is not designed for use in a non-Target Country and some or all of the features of the Website may not work or be appropriate for use in such a country. To the extent permissible by law, CallCabinet accepts no responsibility or liability for any damage or loss caused by your accessing or use of the Website or Products in a non-Target Country. You will be bound by these Terms wherever you access or use the Website or use the Products.
9. Agreed Usage and Limitations of CallCabinet Services
- a) The Services are intended to be accessed and used for non-time-critical usage. While we aim for the Services to be highly reliable and available, they may not be reliable or available 100% of the time.
 - b) From time to time, CallCabinet may restrict or suspend Services for maintenance updates and you will be notified in advance of any scheduled maintenance. In addition, the Services are subject to sporadic interruptions and failures for a variety of reasons beyond CallCabinet's control, including service provider uptime, carrier notifications and carrier



outages, among others. You acknowledge these limitations and agree that CallCabinet is not responsible for any damages allegedly caused by the failure or delay of the Services to reflect current status or notifications.

c) The Services may be suspended temporarily without notice for security reasons, system failure, maintenance and repair, or other circumstances. You agree that you will not be entitled to any refund or rebate for such suspensions. CallCabinet does not offer any specific uptime guarantee for the Services.

d) Each customer with API access is limited to 100 API requests per day, this number can only be increased in writing.

10. Limitations.

In no event shall CallCabinet or its suppliers be liable for any damages (including, without limitation, damages for loss of data or lost profits, or due to business interruption) arising out of the use or inability to use the Application or if such damages are caused by the Application, even if CallCabinet or a CallCabinet authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not fully apply to you.

11. Application Updates.

Some of the Applications may have a feature where the Application may update itself, from time to time, with or without user interventions. You consent to the automatic updating of the Applications. If you do not agree to this automatic update feature, then you should not use the Products or specifically request (in writing) to have this feature disabled.

12. Equipment Warranty.

CallCabinet is not a manufacturer of any Equipment but is merely a reseller. When you order Equipment, CallCabinet purchases such hardware and then CallCabinet configures the Equipment and, in certain instances, may install the Applications you desire. As such, CallCabinet expressly disclaims any warranties for any such Equipment and unless otherwise agreed, you agree to look solely to the manufacturer of such Equipment for service, support and any and all product liability or other claims you may have resulting from your purchase or use of the Equipment. For End User Equipment, CallCabinet expressly disclaims any warranties for any such End User Equipment and you agree to look solely to the manufacturer of such End User Equipment for service, support and any and all product liability or other claims you may have resulting from your purchase or use of the End User Equipment.

13. Indemnity.



You agree to defend, indemnify and hold CallCabinet and its licensors and suppliers harmless from any damages, liabilities, claims or demands (including costs and attorneys' fees) made by any third party due to or arising out of (i) your use of the Products or Services, (ii) your violation of these Terms, (iii) any User Submissions or Feedback you provide; or (iv) your violation of any law or the rights of any third party. CallCabinet reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify CallCabinet and you agree to cooperate with our defense of such claims. You agree not to settle any such claim without Call Cabinet's prior written consent. CallCabinet will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

14. Warranty Disclaimers.

- a) THE WARRANTY FOR THE PRODUCTS ARE SET FORTH EXCLUSIVELY IN THESE TERMS.
- b) THE WEBSITE AND SERVICES ARE PROVIDED FOR YOUR CONVENIENCE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND CALLCABINET AND OUR LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT.
- c) CALLCABINET AND OUR LICENSORS AND SUPPLIERS MAKE NO WARRANTY THAT DEFECTS WILL BE CORRECTED OR THAT THE PRODUCTS: (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE COMPATIBLE WITH YOUR EQUIPMENT OR END USER EQUIPMENT; (III) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (IV) WILL BE ACCURATE OR RELIABLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CALLCABINET OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY.
- d) WHEN YOU INSTALL, SETUP OR USE THE PRODUCTS YOU MAY BE GIVEN THE OPPORTUNITY TO ALTER DEFAULTS OR CHOOSE PARTICULAR SETTINGS. THE CHOICES YOU MAKE CAN CAUSE DAMAGE OR LEAD TO NON-RECOMMENDED OPERATION OF YOUR EQUIPMENT OR YOUR SYSTEMS. YOU ASSUME ALL LIABILITY FOR SUCH DAMAGE WHEN YOU CHOOSE PARTICULAR SETTINGS OR SET OR ADJUST DEFAULTS.

15. Limitation of Liability



Nothing in these Terms and in particular within this “Limitation of Liability” clause shall attempt to exclude liability that cannot be excluded under applicable law.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL (A) CALLCABINET BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THE SERVICES OR THE PRODUCTS, EVEN IF CALLCABINET KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (B)

CALLCABINET’S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE SERVICES AND THE PRODUCTS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID BY YOU TO CALLCABINET OR CALLCABINET’S AUTHORIZED RESELLER FOR THE SERVICES OR THE PRODUCT AT ISSUE IN THE PRIOR 12 MONTHS (IF ANY). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM.

CALLCABINET DISCLAIMS ALL LIABILITY OF ANY KIND OF CALLCABINET LICENSORS AND SUPPLIERS. UNDER NO CIRCUMSTANCES WILL CALLCABINET BE LIABLE IN ANY WAY FOR ANY CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED IN CONNECTION WITH USE OF OR EXPOSURE TO ANY CONTENT POSTED, EMAILED, ACCESSED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES.

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS TO DISCONTINUE YOUR USE OF THE PRODUCT, SERVICE, WEBSITE OR THE APPLICATION. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTION, OUR LIABILITY, AND THE LIABILITY OF OUR AFFILIATES, OFFICERS, DIRECTORS, AGENTS, VENDORS, AND MERCHANTS, SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

16. Disclaimers of Warranty.

The Products, License, the Website, the Services and the Applications are all provided on an “as is”, “with all faults” and “as available” basis. We make no express warranties or guarantees about the Products, License, the Website, the Services and the Applications or anything else. CallCabinet hereby disclaims and negates all other warranties. TO THE MAXIMUM EXTENT



PERMITTED BY LAW, WE AND OUR OFFICERS, DIRECTORS, AGENTS, VENDORS, AND MERCHANTS DISCLAIM IMPLIED WARRANTIES THAT THE PRODUCTS, LICENSE, THE WEBSITE, THE SERVICES AND THE APPLICATIONS ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, TIMELY, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT PRODUCTS, LICENSES, THE WEBSITE, THE SERVICES OR THE APPLICATIONS WILL MEET YOUR REQUIREMENTS, IS ERROR-FREE, RELIABLE, WITHOUT INTERRUPTION OR AVAILABLE AT ALL TIMES. WE DO NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF PRODUCTS, LICENSE, THE WEBSITE, THE SERVICES OR THE APPLICATIONS WILL BE EFFECTIVE, RELIABLE, ACCURATE OR MEET YOUR REQUIREMENTS. WE MAKE NO WARRANTIES AS TO PRIVACY AND SECURITY OTHER THAN AS EXPRESSLY STATED IN THE PRIVACY POLICY. CALLCABINET MAKES NO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER VIOLATION OF ANY RIGHTS OF ANY PERSON. FURTHER, CALLCABINET DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS CONCERNING THE ACCURACY, LIKELY RESULTS, OR RELIABILITY OF THE USE OF THE MATERIALS ON THE WEBSITE OR THE APPLICATION OR OTHERWISE RELATING TO SUCH MATERIALS OR ON ANY SITES LINKED TO THIS WEBSITE OR THE APPLICATION. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE WEBSITE OR APPLICATION AT TIMES OR LOCATIONS OF YOUR CHOOSING. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY A CALLCABINET REPRESENTATIVE SHALL CREATE A WARRANTY. You may have additional consumer rights under your local laws that this Agreement cannot change.

17. Release Regarding Third Parties.

CallCabinet is not responsible for third parties or their products and services, including, without limitation, ISPs, and carriers. CallCabinet hereby disclaims and you hereby discharge, waive and release CallCabinet and its licensors and suppliers from any past, present, and future claims, liabilities, and damages, known or unknown, arising out of or relating to your interactions with such third parties and their products and services. YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU HEREBY WAIVE ANY SIMILAR PROVISION IN ANY OTHER JURISDICTION.

18. Ownership and Intellectual Property



You acknowledge that all intellectual property rights, including without limitation copyrights, patents, trademarks, and trade secrets, in the Products, the Services, the Website and the Applications are owned by CallCabinet or its affiliates or our licensors. Your possession, access, and use of the Products, the Services and the Applications do not transfer to you or any third party any rights, title, or interest in or to such intellectual property rights. CallCabinet and its affiliates and licensors and suppliers reserve all rights not granted in these Terms. The Applications and the Services are licensed to you, not sold, under these Terms.

You may only use the License, the Applications and the Services on to your own computer for your own personal or commercial use. You may not use the content of the Website, the Services or the Applications in any other public or commercial way nor may you copy or incorporate any of the content of the Services into any other work, including your own website without the prior written consent of CallCabinet. CallCabinet retains full and complete title to all content on the License, the Applications and the Services, including any downloadable software and all data that accompanies it. You must not copy, modify or in any way reproduce or damage the structure or presentation of License, the Applications and the Services or any content therein.

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Website and Application, including applicable copyrights, trademarks and other proprietary rights. We are not granting any license to you under any of those intellectual property rights by virtue of this Agreement, except for the License. "CallCabinet" is the registered trademark of CallCabinet, Corporation. Other product and company names that are mentioned on the Website or provided as part of the Application may be trademarks of their respective owners.

CallCabinet reserves all rights that are not expressly granted to you in these Terms. This includes, without limitation, the text, software, scripts, graphics, photos, sounds, interactive features, the trademarks, service marks and logos contained therein (collectively, the "**Marks**"). The Marks are owned or licensed to CallCabinet, subject to copyright and other intellectual property rights under United States law, the law of the jurisdiction where you reside, and international conventions. Any content, application or software provided by CallCabinet is provided to you "AS IS" for your information and personal use only and may not be used, copied, reproduced, modified, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners.

19. Revisions and Errata



The materials appearing on or in the Website and/or the Application could include technical, typographical, or photographic errors. CallCabinet does not warrant that any of the materials on its web application are accurate, complete, or current. CallCabinet may make changes to the materials contained on its web application at any time without notice. CallCabinet does not, however, make any commitment to update the materials.

20. Links

CallCabinet has not reviewed all of the sites linked to its Website and/or the Application and CallCabinet is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by CallCabinet of the linked site. Use of any such linked website is at the user's own risk.

21. Site Terms of Use Modifications

CallCabinet may revise these Terms at any time without notice. By using the Products, the Services, the Website and/or the Application, you are thereby agreeing to be bound by the then current version of these Terms.

22. Governing Law and Venue

This Website, the Application and the Service are operated by a U.S. entity and these Terms are governed by the laws of the State of Florida. These Terms and all other agreements between you and CallCabinet, along with any claim relating to the Website, the Application or the Service shall be governed by the laws of the State of Florida without regard to its conflict of law provisions. Any action arising out of this Agreement or the relationship of the parties established herein shall be brought exclusively in a court of competent jurisdiction located in Palm Beach County, Florida, and you, on your behalf and on behalf of all those claiming under you, hereby consent and submit to the jurisdiction of such courts.

23. Termination.

CallCabinet may terminate or suspend any and all functions of the Application and your access to the Website immediately, without prior notice or liability, if you breach any of these Terms. All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

24. International Use.

Accessing materials on this Website and/or the Application by certain persons in certain countries may not be lawful, and CallCabinet makes no representation that materials on this Website and/or the Application are appropriate or available for use in locations outside of the Target Countries.

25. Notification Of Copyright Infringement



If you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on the Website, the Services or the Applications, please immediately provide Call Cabinet with written notice of same (“**Notice**”) that describes the infringement and your rights in the work being infringed. Send our Notice by U.S. Mail to:

CallCabinet Corporation
1900 Glades Road, Suite 401
Boca Raton, FL. 33431

26. Electronic Communications

The communications between you and CallCabinet may use electronic means, whether you visit the Website, use the Application or send us emails, or whether CallCabinet posts notices on the Website or communicates with you from within Applications or via email. For contractual purposes, you (a) consent to receive communications from CallCabinet in an electronic form; and (b) agree that all Terms, agreements, notices, disclosures, and other communications that CallCabinet provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights under applicable laws, if any.

27. Miscellaneous

The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. CallCabinet shall not be liable for any failure to perform its obligations hereunder when such failure results from any cause beyond CallCabinet’s reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation. If any provision of these Terms are found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable. These Terms are not assignable, transferable, or sub-licensable by you except with CallCabinet’s prior written consent. You may not assign this Agreement or your rights and obligations hereunder, in whole or in part, to any third party without our prior written consent, and any attempt by you to do so will be invalid. Should any part of this Agreement be held invalid or unenforceable, that portion will be construed consistent with applicable law and the remaining portions will remain in full force and effect. Our failure to enforce any provision of this Agreement will not be considered a waiver of the right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement. YOU AND CALLCABINET AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO CALLCABINET



MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

CallCabinet's address is as follows:

CallCabinet Corporation
1900 Glades Road, Suite 401
Boca Raton, FL. 33431

If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

All rights reserved. All trademarks, logos, and service marks ("Marks") displayed on the Products, Website, Services or Applications are the property of CallCabinet or of their respective holders. You are not permitted to use any of the Marks without the applicable prior written consent of CallCabinet or such respective holders. CallCabinet reserves the right to alter these Terms, the Products, Services, the Applications, offerings, specifications, and pricing at any time without notice, and is not responsible for typographical or graphical errors that may appear in this or in related documents.

CallCabinet Unlimited Fair Usage Policy ("UFUP")

CallCabinet's unlimited fair usage policy ("UFUP") is designed to provide adequate usage and storage of recordings for CT Cloud Recording+ users for a period of 7 years, based on compliance standards. CallCabinet's products are for business use only in accordance with the CallCabinet Services Agreement and this UFUP ("Legitimate Use").

1. Unlimited Fair Usage is configured to support the recording needs of a single business that engages in normal trading activities, during standard business hours, generally stated as 7 am eastern time zone to 7 pm pacific time zone.
2. CallCabinet considers use of the CT Cloud Recording+ Service unreasonable if it is used in a manner other than it was intended. Examples of use where it is considered unreasonable and a breach of this Fair Use Policy are:



10701 River Front Pkwy, 4th Floor, South Jordan, UT 84095
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- a. The use of the Service causes significant congestion, disruption or otherwise adversely affects CallCabinet's network
 - b. The use of the Service adversely affects any person's access to the CT Cloud Recording+ network and/or use of the Service
 - c. The use the service in way which could not be reasonably regarded as ordinary business use
 - d. The use the Service to wholesale supply of any other service
 - e. Devices or software are setup to circumvent subscription and/or pricing charges
3. CallCabinet provides ample notification on customer use of storage as well as provides adequate email notification on customer storage usage.
4. Adequate Storage of 7 years data constitutes a calculation of use within a 22 day month over an 84 month period. Storage beyond 84 months, depending upon the volume may be subject to additional monthly usage charges per account.
5. CallCabinet reserves the right to apply our Unlimited Fair Usage Policy at its discretion and on a case-by-case basis.
6. CallCabinet will contact SERVICE PROVIDER to alert of the breach of the Unlimited Fair Use Policy, however, if CallCabinet believes it is reasonably necessary in the circumstances, if case of breach, CallCabinet may in accordance with the Terms of Service, with notice to the SERVICE PROVIDER or customer:
 - a. suspend or limit the Service (or any feature of it) for any period reasonably necessary, in the circumstances
7. CallCabinet's Unlimited Fair Usage Policy only applies to base recording and storage. Additional features that consume storage or have pricing based on an hourly rate, such as Video Recording, Screen Recording, Screen Capture or CT Cloud Recording+ Voice Analytics are not included in this Unlimited Fair Usage Policy.

