

## Terms & Conditions

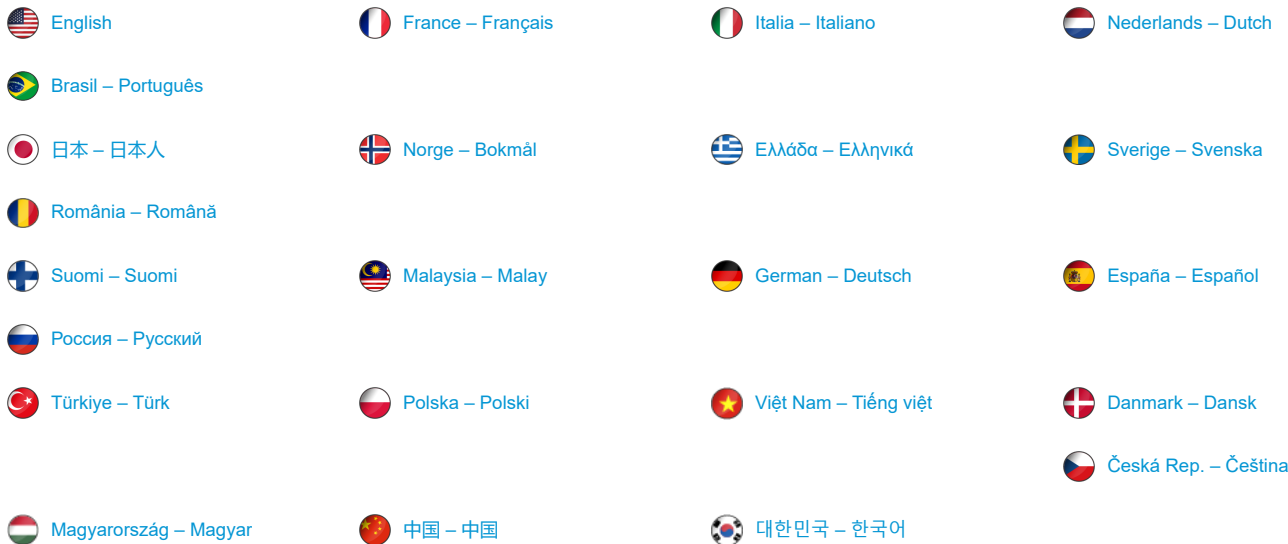
### Introduction

3CX Ltd (under Cyprus legal jurisdiction), 3CX USA Corp. (under USA legal jurisdiction) and 3CX Software DMCC (under UAE legal jurisdiction) or any other related company or affiliate of 3CX Group ("Company") is following the below listed Terms and Conditions.

The terms and conditions are provided for your convenience only. We do not make any guarantees and disclaim any liability regarding any of the information provided on the website. We are not obliged to provide any part of the website and we reserve the right to add, change, edit or remove any part of the website, including the terms and conditions, without notice and for any reason whatsoever at our discretion.

### General

These terms and conditions apply to the 3cx.com website and all other 3CX sites (3cx.de, 3cx.fr, 3cx.es, 3cx.it, 3cx.ru, 3cx.nl, 3cx.com.tr, 3cx.com.br, 3cx.pl, 3cx.jp, 3cx.vn) (referred to herein as the "website") of 3CX (referred to herein by "we", "us" and "our"). The URL's for this website include, but are not limited to:



Please read these terms and conditions carefully before accessing or using this website.

By using or accessing the website you signify that you have read and understood and accept all terms and conditions governing this website or any part thereof, including without limitation any and all disclaimers, rules, guidelines and privacy policies or statements, which terms and conditions shall take effect immediately on your first use of the website, and you agree to abide by the same. You also consent to receive required notices and transact with us electronically.

Some terms, conditions, disclaimers, rules, guidelines and policies or statements governing part of the website, for example, use, access and participation in any support page or mailing list, may be referred to, displayed or accessible only in the respectively relevant part of the website. All such terms, conditions, disclaimers, rules, guidelines and policies or statements are deemed to be part of these terms and conditions of the website by reference.

We reserve the right to change these terms and conditions at any time without prior notice. You agree that we can post any changes in these terms and conditions on the website or to any email address you may have provided to us. You also agree that you are responsible for verifying whether these terms and conditions have changed. (You can review the most current version of these terms by clicking on the relative hypertext link located at the website and the last date of changes to these terms and conditions may be specified on this page for your convenience). Your continued use of the website after changes have been posted means you agree to be legally bound by these terms and conditions as updated and/or amended.

If you do not agree to be legally bound by all the terms and conditions of this website you should not, and are not permitted to, access or use this website.

Any headings of clauses or provisions in these terms and conditions are included for convenience and clarity only and are not to be used to limit or restrict the validity, enforceability, scope or meaning of these terms and conditions or any clause or provision thereof.

### Terms Of Use

#### Privacy

The receipt, use and storage by us of any personal details you may provide to us during your use of and access to the website is governed by our privacy policy, which you hereby accept and agree with. Our privacy policy is subject to these terms and conditions.

#### Use Allowed

The website and any information or software contained or referred to therein may only be used and accessed upon agreement and in accordance with these terms and conditions. You may only use or access the website for lawful, personal and non-commercial purposes in a manner that does not infringe the rights of third parties or restrict or inhibit the use and enjoyment of the website by any other person, and only to the extent reasonably necessary to take cognisance of or contribute information contained or referred to in the website.

#### Use not Allowed

You are not permitted and you agree that you will not use the website or any part thereof to advertise or disseminate a commercial message or any duplicative or unsolicited messages, or to disseminate any information (in the broadest sense and including any type of content as well as software, programmes and other computer code), whether directly or indirectly and whether knowingly or not, that is or may be inconvenient, disruptive, distressing, intimidating, harassing, threatening, abusive, degrading, indecent, sexually oriented, vulgar, obscene, offensive, libellous, slanderous, defamatory, hateful, racial, malicious, false, inaccurate, deceptive, fraudulent, invasive, infringing, tortious, illegal or unlawful in respect of any other person or the rights, privacy, dignity and well-being of any other person, or that constitutes or promotes unequal treatment of any individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability.

#### Administration and Moderation

We may use any technical means to prevent unsolicited bulk communications from entering, utilising or remaining within our computer or communications networks even if doing so may result in a disabling of your account, whether partially or completely and temporarily or permanently.

We reserve the right to disclose individual account or user information to any relevant third party (such as the authorities or your employer, school, internet services provider) when we are required or ordered to do so by law or by any competent court or authority, or when we have reason to believe that disclosing this information is necessary to identify, contact, stop or bring legal action against any person who may be seriously or repeatedly violating these terms and conditions or who may infringe our rights, property or interests or those of third parties. Without prejudice to the generality of the foregoing, the contribution of any apparent pornography involving minors will be reported to the authorities together with any and all data we have in relation to the contribution thereof.

#### Cautions And Disclaimers

##### General

We are not under any obligation to provide or continue to provide the information contained in or access to the website. We may change, functionally limit or discontinue the website or any part thereof at any time and without notice.

### External References

The website may mention, refer to or contain advertisements of, or may provide external hypertext links to other persons, web sites, information, products or services. No such mentioning, reference, advertisement or link constitutes or should be construed as any affiliation or endorsement of any third party, web site, product or service. External hypertext links provided by us are provided as a convenience and we do not control, are not responsible for and do not routinely screen, approve, review or endorse any of the persons, web sites, information, products or services to which such links refer. When deciding to transact business with any third party, visit any external website or purchase any product or service you should do your own independent research and not rely on the information found on the website. You acknowledge and agree that we are not responsible or liable for any third parties or their websites, information, products or services. Any dealings that you have with advertisers found on the website are between you and the advertiser and you acknowledge and agree that we are not liable for any loss or damage you may claim against an advertiser.

### No Reliance or Advice

The information or software contained in or referred to in the website may be outdated, inaccurate and/or incomplete, and we are not obliged to ensure that the same is updated, accurate or complete. The information contained and accessed on the website is provided as general guidance or general information of interest, and is not intended to replace or serve as substitute for, and does not constitute, any professional advice, consultation or service. You should not rely only upon any information on the website, and you should review and consider information on the website in the light of your own independent research, and judge the merits of the information for yourself. We do not guarantee the veracity, reliability, accuracy or completeness of any information provided on the website. Nothing transmitted to or from this website constitutes the establishment of a professional-client relationship between you and us or any person contributing information to the website.

### Contributions

The information contained in or referred to in some parts of the website is contributed by third parties who access, use and/or participate in the website. Membership, registration or proof of identity is not or may not be required for such third party contributors to contribute information to the website. Such third party contributors may, unintentionally or even intentionally, contribute information which contains errors or omissions, is inaccurate or incomplete, or even misleading or deceptive, or is defamatory or offensive. The information provided by such third party contributors expresses solely their opinions and should in no event be construed as reflecting our opinion.

Other information contained in or referred to in some parts of the website may be contributed by authors on our request or pursuant to a contractual relationship with us. The provision of information contained in or referred to on the website pursuant to any request by us or contractual relationship with us is intended solely to enhance the quantity of information contained or referred to on the website. Any information contributed by such authors may not be accurate or complete, may be defamatory or offensive, and expresses solely their opinions and should in no event be construed as reflecting our opinion.

We are under no obligation to monitor, pre-screen or censor contributions made by such third party contributors or authors, and cannot always effectively do so because information can be contributed in real time. You agree and understand that such third party contributors or authors who may contribute information to the website are not by virtue of their contribution affiliated with, employed by or agents of us and that we make no representations as to the qualifications of any such person. We do not make any representation or warranty with respect to the qualifications or the information contributed by such third party contributors or authors. We are not responsible for any errors or omissions, or any inaccuracies or incompleteness, or any defamatory or offensive elements in any information contributed by such third party contributors, or for any results obtained from the use of such information, and we are not liable for any loss or damage caused, whether in whole or in part, by your reliance on such information. If you do rely on such information in any way you have made a conscious, willing, free, and personal decision to do so at your own risk.

### Privacy

We try our best to protect your privacy and any personal information (such as name, address, email address, phone, etc.) you may have provided to us is kept confidential. However, as a result of your use, access to or participation in the website, some information of a personal or private nature may enter the public domain. For example, you may lose some privacy by posting a question or answer which shows your facts or your view of the facts.

### General Disclaimer

#### Website and Information

The website and any information or software contained or referred to therein, and throughout these terms and conditions this means to include without limitation all names, facts, figures, procedures, images, graphics and any other type of content whatsoever, is provided "AS IS", "WITH ALL FAULTS" and on an "AS AVAILABLE" basis without any representations or warranties of any kind, whether express or implied by law, to the extent permitted by law, including the implied warranties of satisfactory quality, fitness for a particular purpose, merchantability, non-infringement, compatibility, security, effectiveness, reliability, timeliness, accuracy and completeness, and without any obligation on our part, whether express or implied, to ensure that the website and any such information or software contained or referred therein meet any expectation or requirements whatsoever.

#### Results

We do not make any representation or warranty, whether express or implied by law, to the extent permitted by law, that the results that may be obtained from the use of the website and any information or software contained or referred to therein will be of satisfactory quality, fit for a particular purpose, merchantable, non-infringing, compatible, secure, timely, accurate or complete.

#### Access and Security

We do not represent or warrant, and hereby disclaim any representations or warranties, whether express or implied by law, to the extent permitted by law, that the provision of and access to the website and any information or software contained or referred to therein will be accessible, uninterrupted or error-free, that defects will be corrected, or that the website or the server that makes it available are free of viruses or other harmful components, or that you have the ability to transmit and receive information from or through the website.

#### Liability

THE INFORMATION PROVIDED HEREIN IS TO BE USED ENTIRELY AT YOUR OWN RISK. IN NO EVENT SHALL WE OR OUR PRINCIPALS, OWNERS, OFFICERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS, INJURY OR DAMAGE OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOSS OF DATA, LOSS OF REVENUE OR ANTICIPATED PROFITS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL OR INJURY TO REPUTATION AND LOSSES SUFFERED BY THIRD PARTIES), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY OUT OF OR IN CONNECTION WITH THE PROVISION OF OR ANY ACCESS TO, USE OF OR PARTICIPATION IN THE WEB SITE AND ANY INFORMATION OR SOFTWARE CONTAINED OR REFERRED TO THEREIN, OR ANY COPYING, DISPLAY OR OTHER USE THEREOF OR THE SUBMISSION OR CONTRIBUTION BY YOU OF ANY INFORMATION TO US OR THE WEB SITE, IRRESPECTIVE OF WHETHER SUCH LOSS, INJURY OR DAMAGE WAS FORESEEN, FORESEEABLE, KNOWN OR OTHERWISE OR WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, INJURY OR DAMAGE, EXCEPT ONLY IN THE CASE OF DEATH OR PERSONAL INJURY WHERE AND SOLELY TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY ON OUR PART. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS TO DISCONTINUE YOUR ACCESS TO, USE OF AND/OR PARTICIPATION IN THE WEB SITE AND ANY INFORMATION OR SOFTWARE CONTAINED OR REFERRED TO THEREIN. YOU EXPRESSLY AGREE THAT IN NO EVENT SHALL ANY LIABILITY ON OUR PART EXCEED THE TOTAL AMOUNT OF SERVICE FEES THAT YOU PAID US DURING A ONE-YEAR PERIOD FOR ACCESS TO, USE OF OR PARTICIPATION IN THE WEB SITE AND ANY INFORMATION OR SOFTWARE CONTAINED OR REFERRED TO THEREIN OR AN AMOUNT OF €1 (ONE EURO), WHICHEVER IS THE LOWER.

#### Indemnification

Upon a request by us, you agree to defend, indemnify, and hold harmless us and our principals, owners, officers, managers, employees, representatives, contractors or agents from any and all liabilities, losses, claims and expenses, including attorney's fees that arise from your use or misuse of the website or any information or software contained or referred to therein or your violation of these terms and conditions, without any obligation on our part to follow any instructions, directions or suggestions made by you. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defences.

#### Intellectual Property Rights

The website and any information or software contained or referred to therein is protected by and subject to copyright, design rights, trade mark rights and/or patent rights of us and/or of third parties. Without the express prior written consent of the respective owner of the relative intellectual property right, you are not permitted to use, change, modify, reproduce, distribute or publish any part of the website and any information or software contained in any manner or for any purpose whatsoever other than as is expressly allowed in these terms and conditions. Nothing contained in these terms shall be construed as conferring by implication, estoppel or otherwise any licence or

right to use any patent, trademark, design right or copyright owned by us and/or any other third party. Framing the website or deploying other methods which similarly result in any part of the website being presented within another website is strictly forbidden. Unauthorized use of any patent, trademark, design right or copyright may be prosecuted to the fullest extent permitted by law. You may not use any data mining tools, robots, or similar data gathering and extraction instruments on the website or any part thereof and may not circumvent any mechanisms included in the website for preventing the unauthorised reproduction or distribution of any part thereof.

#### Miscellaneous

##### Termination

Your right to use, access or participate in the website and any information or software contained or referred to therein shall automatically terminate if you violate these terms and conditions. We reserve the right, in our sole discretion, to terminate your use of, access to or participation in all or part of the website for any reason, with or without notice. Notwithstanding any termination of your rights, you shall continue to be obliged to comply with these terms and conditions and following any termination your obligations with regard to the use of, access to or participation in the website shall subsist.

##### Assignment

These terms and conditions shall inure and be binding upon the successors and assign of the parties hereto. You are not allowed to assign or transfer any of your rights or obligations under these terms and conditions. We reserve the right to assign or transfer the website or any information or software contained or referred to therein to any third party without notice and without imposing terms to your benefit.

##### Entire Agreement and Severability

These terms and conditions constitute the entire agreement between you and us with respect to the subject matter herein and supersede any and all prior or contemporaneous oral or written agreements. If any part of these terms and conditions is held invalid or unenforceable, that part shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties and the remaining parts shall remain in full force and effect.

##### Competent Courts and Applicable Law

Any and all disputes regarding the provision of, use of, access to or participation in website or any information or software contained or referred to therein shall be submitted to the non-exclusive jurisdiction of the Courts in the jurisdiction of the selling company, at our option and to our benefit. These terms and conditions shall be governed by and interpreted in accordance with the laws of the selling company's jurisdiction excluding any conflicts of law provisions which would, but for their exclusion, prevent the applicability of the laws of the selling company's jurisdiction. You agree that hereby you are waiving any claims that you might otherwise have had based on the laws of any other jurisdiction.

##### Contacting Us

Please use the appropriate contact details in our contact page to contact us regarding any request, suggestion, complaint, claim or otherwise in relation to the provision of the website and any information or software contained or referred to therein.

These terms and conditions have last been updated on 15 April 2018.