

## **8x8 Business Terms and Conditions**

### **Attachment 1 - Use Restrictions**

Updated 5/24/18

This Attachment is part of the 8x8 Business Terms and Conditions.

Without limiting any other provision of these Terms, in connection with Your use of the Services and the 8x8 Platform, You represent, warrant and covenant as follows:

- (a) you shall use the Services solely for your own internal business use only and not as agent or on behalf of any third party;
- (b) you shall promptly install all upgrades, bug fixes, patches and other corrections relating to the Services that 8x8 makes available from time to time;
- (c) you shall comply with any applicable network/wireless carrier requirements, conditions or codes of practice in connection with Your use of text and SMS services;
- (d) you shall not take any action or omission that would reasonably be expected to (i) disrupt or compromise the integrity or security of the 8x8 Platform, any network of an 8x8 partners or vendor, or the privacy of any other 8x8 customer or (ii) cause imminent and material damage to 8x8 or any of 8x8's partners, vendors or other customers;
- (e) you shall not use or access the Services or any portion of the 8x8 Platform under your control:
  - (i) for any fraudulent, criminal, defamatory, harassing or tortious purpose, or to participate in or promote any illegal activity;
  - (ii) to breach, violate or infringe intellectual property, privacy or other rights, or misappropriate the property of, any third party;
  - (iii) to transmit or store any material that contains viruses, time bombs, Trojan horses, worms, malware, spyware or similar programs or materials;
  - (iv) to transmit misleading or inaccurate caller ID information with the intent to defraud, cause harm, or wrongfully obtain anything of value; or
  - (v) to transmit or broadcast unsolicited, or "junk" or "spam," marketing or promotional materials or messages through pre-recorded voice messages, SMS, facsimile or other means, in breach of any applicable Laws;
- (f) you shall not inspect, possess, use, copy, reverse engineer, or attempt to discover the source code of or used to create any program or other component of the 8x8 Platform, except as expressly permitted by applicable Laws;
- (g) you shall not attempt to hack or gain unauthorised access to any network, environment, or system of 8x8 or any of 8x8's partners, vendors or other customers;
- (h) you shall not sell, resell, license, sublicense, distribute, offer, rent or lease any Service, or otherwise make any Service available to any third party;
  - (i) you shall not access any Service in order to build a competitive

product or for the primary purpose of monitoring its availability, performance or functionality, or for benchmarking or competitive purposes; or

- (j) you shall not trunk or forward extensions or numbers associated with the Services to a private branch exchange or key system or to other numbers that can process multiple calls simultaneously.

