

If your billing address is located in the United States or Canada, [Aircall Inc terms of use](#) apply.

Aircall SAS Online Terms of Use

These online terms of use (“Terms of Use”) by and between **Aircall SAS**, a French *société par actions simplifiée* whose registered office is at 11-15, rue Saint Georges, 75009 Paris (France), registered with the Paris *Registre du commerce et des sociétés* under No. 807 437 595, (“Aircall”) and Customer (as defined below), together with any and all applicable Order Form(s), Purchases, Exhibits and/or Schedules (each, as defined below) (collectively, the “Agreement”), constitute a binding agreement between Aircall and Customer and set forth the terms and conditions pursuant to which Customer may access and/or use the Site and the Services.

Aircall last updated these Terms of Use on June 21, 2019. A record of the previous version of the Terms of Use can be found [here](#).

By clicking on the “Accept” button when subscribing to any of the Services, or otherwise using any of the Services, Customer: (i) acknowledges that it has read, agreed and will comply with this Agreement; (ii) warrants and represents that: (x) its representative is at least eighteen (18) years of age or the applicable statutory age of majority to enter into a binding agreement; and (y) it has the right, power, and authority to enter into this Agreement on behalf of the corporation, governmental organization, or other legal entity, and to bind such organization to these Terms of Use. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT USE THE SERVICES.

1. Definitions

“**Account**” means the numbered account established by Aircall and associated with Customer and the Services provided to Customer under this Agreement.

“**Account Information**” means business contact information associated with the Account; usage records of the Services; configuration data; and Customer’s call logs generated by Aircall.

“**Administrator**” means the person(s) of Customer’s organisation recognized by Aircall’s systems as being vested with specific rights regarding the Services, who is (are)

responsible for the administration and management of Customer's Accounts and has (have) access to specific functionalities attached thereto.

"Aircall Number" means the phone number provided to Customer by Aircall.

"Affiliate" means any entity existing from time to time that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

"Aircall Dashboard" means the online portal through which the Administrator(s) controls settings, may select Customer's Plan and monitors usage of the Account(s).

"Confidential Information" means any proprietary and confidential information disclosed, in the course of and during the Term of the Agreement, by one Party (the "Disclosing Party") to another Party (the "Receiving Party").

"Customer" means, in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity on behalf of which such individual is accepting this Agreement, as well as Affiliates of such company or entity (for as long as they remain Affiliates) which have entered into Purchases and/or Order Form(s).

"Customer Data" means the content of calls, facsimiles, messages, voicemails, voice recordings, shared files, conferences, call meta-data, configuration data, or other communications transmitted or stored through the Services.

"Effective Date" means the date on which Customer first subscribes to any of the Services.

"Fees" means, collectively, Fixed Fees, Usage Fees and any and all other applicable charges and fees. Fees may be indicated either in USD or in Euros, as applicable.

"Intellectual Property" means all intellectual property and technology, regardless of form, including without limitation: (a) published and unpublished works of authorship; (b) inventions and discoveries, including without limitation business methods, compositions of matter, methods, and processes and new uses for any of the preceding items; (c) words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification; (d) information that is not generally known or readily ascertainable through proper means, whether tangible

or intangible; and (e) computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof.

“Law” means any and all law, statute, regulation, rule, ordinance, administrative guidance, treaty, convention, and/or court or administrative order or ruling of any governing body with jurisdiction over the Services, the Customer and/or Customer’s use of the Services.

“Order Form” means the document that may be entered between Customer and Aircall, from time to time, to offset forth certain fees, the selected Plan, the Order Form Term and other material terms associated with this Agreement and executed by Customer.

“Order Form Term” means collectively, the Order Form Initial Term and the Order Form Renewal Term.

“Plan” means, any of the subscription plans made available to Customer whose features are listed on the Site and that Customer may select either via a Purchase or by executing an Order Form, including Aircall Numbers, as applicable. For the avoidance of doubt the Free Trial shall be deemed a Plan.

“Plan Term” means collectively, the Plan Initial Term and the Plan Renewal Term.

“Purchase” means an order for certain of Aircall’s Services, including Plans and Aircall Numbers, which is placed through the Aircall Dashboard or the Site.

“Services” means any of the services made available to Customer by Aircall from time to time, including Aircall’s software as a service applications, the Plans, and which include features enabling Customer to make, receive and forward voice calls, including by using an Aircall Number and related services including any improvements, modifications, enhancements, fixes, updates, upgrades and versions thereto.

“Site” means the Aircall.io website.

“User” means an employee, consultant, contractor or any person using the Services via Customer’s Account, without any specific administration or management rights attached thereto.

2. Description of the Aircall Services.

Aircall offers a cloud-based phone system that includes enterprise-class call handling and that integrates with a growing list of third-party applications. A non-exhaustive description of the Aircall phone system is available on the Site. Aircall is not a “dial-tone” provider and its Services are not a replacement for any phone lines, whether wired, wireless or Internet based, and selected numbers and /or certain services may not be reachable through the Services. Customer acknowledges and agrees that the Services do not support any emergency calls to any type hospitals, law enforcement agencies, medical care unit or any type of emergency service (collectively, “Emergency Services”) or premium, surcharged or special services of any kind, which need to be performed from a local phone service provider. Furthermore, Customer acknowledges and agrees that: (i) Aircall is not required to offer access to any Emergency Services under any applicable Law; and (ii) it is Customer’s responsibility to inform Users and Administrators that access and /or calls to Emergency Services are not accessible using the Services.

3. Quality, Maintenance and Accessibility.

3.1 **General Terms.** The Services are designed to be available with minimal disruptions outside of regularly scheduled maintenance times. Aircall may modify, enhance and /or replace features of the Services from time to time, with or without notice or posting to the Site, provided it shall not materially reduce the key functions, features and /or the security of the Services during the Term (as defined below) without obtaining Customer’s written pre-approval except Customer’s written pre-approval shall not be required in the event such modifications, enhancements or replacements are mandated by applicable Law.

3.2 **Equipment Requirements.** Customer acknowledges and agrees that the standard functioning of the Services is dependent on Customer maintaining adequate access to the Internet, the availability of an adequate power supply and the use of correct equipment configuration. Customer also acknowledges and agrees that a number of factors outside of Aircall’s control may impact the quality of Customer’s communications and the access and /use of the Services including but not limited to: Customer’s local network, public Internet lines, the public switched telephone network, Customer’s Internet service provider and /or local network hardware. Aircall takes no responsibility and shall not be liable for any disruption, interruption or delay caused by any failure in any of these items or any other item over which Aircall has no control.

3.3 Accessibility. Customer, Users and /or Administrators (or Aircall at Customer’s request) will choose a unique password and user name (collectively, “Login Details”)

for each User or Administrator. Customer acknowledges and agrees that Customer is prohibited from sharing Login Details with any third party. Customer will be responsible for the confidentiality and use of the Login Details. Customer will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Customer Data, and all other data of any kind entered electronically through the Services. Any and all electronic communications transmitted via Customer's Account will be deemed to have been sent by Customer. Aircall may terminate any of the Services and/or this Agreement if it believes in its sole discretion that Customer has breached its obligations contained in this Section 3.3. Aircall is not responsible for any breach of security caused by your failure to maintain the confidentiality and security of any of the Login Details. Customer agrees to notify Aircall immediately in the event of loss, theft or disclosure of any or all of the Login Details, if Customer believes the confidentiality or security of any or all of the Login Details has been compromised in any way or in the event of Customer learning about a possible or actual unauthorized access to and/or use of the Site and/or the Services. To the extent permissible by Law, Customer shall be liable for any and all expenses, damages, losses and costs, including reporting costs, notice costs, recovery and remediation of data security system issues, usage charges and fines, fees, civil judgments, and reasonable attorneys' fees resulting from Customer's failure to safeguard Customer's Login Details and information and data as set forth herein.

4. Intellectual Property.

- 1. Limited License.** Subject to, and conditional upon Customer's continued and full compliance with all of the terms and conditions in this Agreement, Aircall grants to Customer and its Users, during the Term, a revocable, nontransferable, nonexclusive, limited license and right to access and use the Services and the Site solely for its internal business purposes.
- 2. Restrictions.** Customer shall not and shall cause it users not to: (i) sublicense, sell, rent, lease, transfer, assign, distribute, or otherwise commercially exploit or make the Services, or any part thereof, available to any third party other than to Users; and (ii) modify, make derivative works of, disassemble, reverse compile, or reverse engineer the Services or any part thereof, and shall not build a similar or competitive product or service.
- 3. Aircall Ownership.** Customer acknowledges and agrees that: (i) Aircall and its Affiliates own all rights, titles and interests in and to all Intellectual Property rights in the Services and in the Site as well as any content thereof or therein; (ii) the

limited license granted to Customer in Section 4.1 does not convey any rights in the Services express or implied, other than those expressly granted herein. All rights not expressly granted to Customer are reserved by Aircall and its licensors. The Services may contain open source software or code and Customer acknowledges that misuse of the Services may infringe upon third-party's IP rights.

4. **Customer Data.** Customer grants Aircall and its Affiliates a limited, personal, non-exclusive, royalty-free license and right to use, copy, transmit, distribute and store the Customer Data to the extent necessary or desirable for Aircall to provide Customer with the Services and improve the Services. Aircall shall only disclose or provide the Customer Data to parties who need to access it in order for Aircall to provide the Services in accordance with this Agreement. Customer also hereby grants Aircall the right to use and reproduce Customer's name, logo and trademarks to identify Customer as an Aircall customer on the Site and other marketing materials.
5. **Feedback.** Aircall may ask for or collect and/or Customer may provide, written suggestions, feedback or comments from time to time as part of Customer's and/or Users' use of the Services (collectively, "Feedback"). Customer acknowledge and agree that such Feedback shall be deemed the property of Aircall and its Affiliates. Aircall and its Affiliates shall exclusively own all now known or hereafter existing rights to the Feedback throughout the universe in perpetuity and shall be entitled to use the Feedback for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Feedback.

5. **Permissible Use Policy**

Any and all access to and/or use of the Services by Customer, its Users and/or Administrators is conditioned upon compliance with the following Permissible Use Policy ("PUP"). Customer shall not and will cause its Users not to use the Aircall Services to:

- a) circumvent or disable any technological features or security measures implemented in the Services;
- b) violate any Law, published policy, or any applicable third-party policy or requirement communicated or otherwise made available by Aircall;
- c) violate or infringe upon Aircall's or a third party's Intellectual Property, publicity privacy, or other tangible or intangible rights and/or use, without a valid license, any material or content that is subject to third-party proprietary rights;
- d) transmit any illegal content;

- e) use the Services for benchmarking or for any other purpose other than as necessary to use the Services Customer is authorized to use;
- f) stalk, harass, harm another individual, engage in spamming, phishing, pharming or other unsolicited advertising, marketing or other activities in connection with any unsolicited communications (commercial or otherwise) including but not limited to unsolicited or unwanted phone calls or voicemails;
- g) engage in a fraudulent activity to the prejudice of third-parties or otherwise use the Services to bypass phone identification systems;
- h) perform “robocalls” or other abusive practices;
- i) use any type of spider, virus, worm, trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage, emulate or disassemble the Services;
- j) expose any third party to material that is offensive, harmful to minors, indecent or otherwise objectionable in any way;
- k) send any communications, including email messages on behalf of, or purporting to originate on behalf of Aircall; and
- l) trunk or forward Customer’s Aircall number to another phone number(s) capable of handling multiple simultaneous calls, or to a private branch exchange (“PBX”) or a key system.

The restrictions contained in this Section 5 are not exhaustive or exclusive. Aircall may impose additional restrictions upon notice or posting to the Site from time to time. Aircall may suspend or terminate the Services and/or this Agreement immediately and without notice or liability whatsoever if, in Aircall’s sole discretion, Customer’s, its Users’ and/or Administrator’s use of the Services violates the terms of the PUP.

6. Aircall Numbers.

6.1 Usage Rules. As part of the Services, Aircall may make available Aircall Numbers to Customer in multiple countries. Aircall has agreements in place with regulated providers of electronic communications which provide Aircall with phone numbers from multiple countries. The provision of Aircall Numbers is subject to the numbering rules and regulatory practices applicable in the countries where Customer and and/or Users are located as well as in the relevant country(ies) from which the Aircall Numbers were purchased. Such rules and regulatory practices may change or be amended from time to time, and Aircall therefore reserves the right to modify the terms hereunder to the extent necessary to comply with such changes or amendments. Customer may purchase Aircall Numbers and assign them to an Account subject to the allocation requirements displayed upon Customer’s subscription to any Services. Customer shall use the Aircall Numbers in compliance with any and all applicable Law including such

applicable allocation requirements. Aircall reserves the right, in its sole discretion, to cancel the subscribed Aircall Numbers for any or no reason, including in the event Customer, its Administrators and/or Users breach such applicable allocation requirements without penalty and without prejudice to its rights to claim damages therefore.

6.2 Portability. In using the Services, Customer may request an Aircall Number or may port its existing numbers (“Existing Number”) into Customer’s Account subject to the terms and conditions herein. In order to request the porting of an Existing Number into an Account, the Account Administrator for the Account into which Customer wishes the Existing Number to be ported must complete all steps listed on the Site and provide all information requested by Aircall, any other relevant service provider and/or third party from time to time. Customer must provide accurate and detailed information to Aircall any other relevant service provider and/or third party in order to port a number into an Account and Customer represents and warrants that such information is and will be at all times accurate, true and up-to-date. Customer acknowledges and agrees that as part of the porting process, Aircall, any other relevant service provider and/or third party must, as part of its compliance with applicable Laws and industry standards, follow certain processes and that therefore the completion of any number porting request may be delayed for reasons outside of Aircall’s control. Aircall must, by Law, comply with all valid porting requests. Phone numbers may be ported-out of an Account in connection with acts or omissions of third parties and Customer acknowledges that: (i) it may be impossible for Aircall to prevent such porting out of numbers from an Account; (ii) Aircall may not be able to retrieve a phone number ported out of an Account; and (iii) Aircall shall not be liable for any such porting out. Upon termination or cancelation of an Account, all telephone numbers associated with the Account may be released by Aircall if such numbers have not been ported to another provider prior to such cancelation or termination. Customer acknowledges and agrees that it is solely responsible for coordinating with its new third-party provider to port out any telephone numbers prior to termination or cancellation of Customer’s Account and/or termination of this Agreement.

7. **Pricing and Invoicing**

7.1 Free Trial. Customer may elect to try the Services for a period of up to five (5) business days from the Effective Date and shall be permitted to make outbound calls for a total of up to forty (40) minutes (such trial of the Services, the “Free Trial”). At the end of the Free Trial period, Customer may purchase additional products and services not included in the Free Trial by selecting a Plan.

7.2 Fixed Fees. Customer may select a Plan on a monthly basis or on an annual basis and Customer may also select the corresponding currency for such Plan (either Euros or USD), and unless otherwise provided in the relevant Order Form, the fees associated to such Plan shall be indicated on the Site (such fees, the “Fixed Fees”). Additional Aircall Numbers purchased by Customer either via the Aircall Dashboard or listed in the relevant Order Form, as applicable shall also be deemed Fixed Fees. For the avoidance of doubt, fees associated with outbound calls or inbound calls (where applicable) shall not be included in the Fixed Fees. Fixed Fees may be updated by Aircall at any time, and such updated Fixed Fees shall be applicable during the next period of each Plan Term or the Order Form Term, as applicable.

7.3 Usage Fees. The fees associated with outbound calls or inbound calls, where applicable, shall be calculated by multiplying the per-minute rate applicable to such calls (“Per-Minute Rates”) with the Chargeable Time (as defined below) (such fees, the “Usage Fees”). Telephony usage and the duration of calls shall be calculated as follows: (i) in full-minute increments; (ii) calls shall be rounded up to the next full minute increment at the end of each call for invoicing purposes; (iii) calls will be deemed to begin when a connection to the number Customer is trying to reach is established and recorded in Aircall’s system, and for incoming calls when a signal connection from the caller is recorded in Aircall’s system; (iv) calls will be deemed to end when Customer or Customer’s correspondent have ended the call or where the call has ended due to a technical malfunction, but a call shall not be deemed ended until Customer’s wireless telephone signal of a call disconnect is recorded in the Aircall system; (such calculation of the duration of calls as detailed in (i) through (iv) included, “Chargeable Time”). Aircall may change the Per-Minute Rates at any time without notice. Customer may request the Per-Minute Rates currently applicable by sending a request to sales@aircall.io.

The Services shall be subject to the following conditions:

- a) Outbound calls made by Customer with a local / toll-free phone to countries outside of the European Union will incur Usage Fees;
- b) inbound calls to Customer are free regardless of whether they come from a foreign country or not, provided they are made to a local or geographic telephone number (non-toll-free);
- c) all inbound calls on a toll-free phone line shall incur Usage Fees;
- d) any internal calls or communications (including but not limited to calls, voicemail deposits and call transfers) between Users, or between a User and an Administrator, shall be free of charge provided such calls have been made using the Services;

- e) outbound calls for which Aircall receives answer supervision (i.e. connecting time) including ring time, shall incur a minimum of one (1) minute of Chargeable Time (answer supervision may also be generated by voicemail systems, private branch exchanges, and interexchange switching equipment);
- f) calls forwarded to mobile phones or landlines shall be deemed outbound calls and shall incur Usage Fees; and
- g) calls received by Customer from a third party using a local/toll-free phone line which call is subsequently forwarded or transferred shall be deemed to be the same call.

7.4 Payment. By providing a valid credit or debit card information and/or bank account information (“Payment Method”), Customer expressly: (i) authorizes Aircall and/or any other company or individual acting as Aircall’s billing agent to charge the Payment Method: (x) monthly for fees corresponding to the Usage Fees; at the billing frequency chosen and specified by Customer on the relevant Order Form or Purchase, as applicable, for fees corresponding to Fixed Fees (the “Billing Frequency”); and (z) for any and all other fees in connection with the Services including recurring payments billed on a monthly or annual basis and to continue attempting to charge and/or place holds on such Customer’s Payment Method until such amounts are paid in full; (ii) agrees to update such Payment Method from time to time as necessary; and (iii) acknowledges and agrees that Aircall shall not be liable for any expired credit/debit card, insufficient funds or other charges Customer incurred as a result of such attempts to charge, and/or place holds on, such Payment Method. In the event Customer selects a Plan that includes a predetermined allotment of services, unless otherwise specifically provided as a part of such Plan, any unused allotment of such services from one billing cycle will not carry over to any future billing cycle.

7.5 Taxes. The Fees are exclusive of VAT (where applicable), costs/disbursements, charges, or any other duties, levies, registration fees or taxes which shall be charged additionally. The invoiced amount and/or amounts charged to the Payment Method may hence fluctuate from month to month and Customer agree to pay all fees and/or taxes due.

7.6 Late Fees. Pursuant to article L.441-6 of the French Commercial Code, and subject to any future amendment thereof, any balance remaining outstanding on any invoice after thirty (30) days shall be automatically increased by the greater of the legal interest rate applicable in France plus seven (7) points, or the interest rate applied by the European Central Bank to its latest refinancing operation plus ten (10) points. In addition, Aircall shall be entitled to a forty (40)-euro administrative recovery fee for any late payment. Interests are capitalised in accordance with the provisions of article 1343-2 of the French

Civil Code. Notwithstanding any of the foregoing and in addition thereto, in the event Customer fails to pay invoices due within thirty (30) days, Aircall may, in its sole discretion, suspend Customer's access to the Services and/or terminate this Agreement in whole or in part, without any liability whatsoever and without prejudice to its right to claim all amounts due by Customer to Aircall, as the case may be.

8. **Confidentiality**

1. **Non-Disclosure.** During the Term of this Agreement the Confidential Information will be kept confidential by the Receiving Party and will not be disclosed to any other person, provided that each Party may disclose Confidential Information to its Affiliates, and its and their employees, agents and subcontractors who have a need to access and/or use the Confidential Information in order to perform or exercise such Party's rights or obligations under this Agreement and who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. The Receiving Party shall use the same care and discretion, but in no event less than a reasonable degree of care and discretion, to avoid disclosure as it uses with its own similar information that it does not wish to disclose, to safeguard the Confidential Information from unauthorized disclosure.
2. **Exceptions.** The term Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives (as defined below) in violation of the terms hereof; (ii) is or becomes available to the Receiving Party or any of its Representatives on a non-confidential basis from a source that is not known to the Receiving Party to be prohibited by a contractual, legal, or fiduciary obligation to the Providing Party from disclosing such information to the Receiving Party; (iii) is independently developed, conceived, or discovered by the Receiving Party or its Representatives; or (iv) is already known to the Receiving Party or any of its Representatives prior to disclosure of the same to the Receiving Party or its Representatives by the Providing Party or the Providing Party's Representatives. For purposes of this Agreement, "Representatives" shall mean a Party's Affiliates and its and their employees, officers, directors, agents or other representatives.

9. **Information Security and Privacy.**

1. **Privacy.** Customer shall execute the Data Processing Addendum ("DPA") available [here](#) and incorporated herein by this reference. Failure by Customer to execute the DPA may be grounds for Aircall to terminate the Services and/or the Agreement immediately and with no liability to Aircall. Aircall takes its Customer's privacy

seriously and shall use information provided by Customer in accordance with the terms contained herein and in the Site's privacy policy available at <https://aircall.io/privacy/> (the "Aircall Privacy Policy").

2. **Information Security.** Aircall endeavours to use commercially reasonable technical and operational safeguards designed to protect the Customer Data and Customer's Confidential Information from unauthorized use or disclosure. Customer agrees to protect all devices permitting access to the Services using industry-standard security measures. Aircall may from time to time push software updates and patches and Customer agrees to promptly install and implement such updated, patched, and/or upgraded version of the Services. Aircall will not be responsible or liable for any damage or inoperability of the Services resulting from Customer's failure to timely implement such update, patch and/or upgrade.

10. Warranties.

10.1 Aircall Warranties. Aircall will provide the Services using a commercially reasonable level of care and will materially comply with applicable Laws. To the extent permissible by applicable Law, Aircall will pass through to Customer the relevant and applicable warranties it receives from its third-party suppliers where applicable.

10.2 Customer Warranties. Customer represents and warrants that it will and will cause its Users and/or Administrators to use the Services in compliance with all applicable Laws and this Agreement. Customer acknowledges that the Services include ringtones and music that are made available to Customer under a licence that requires that the name of its author be mentioned. Customer therefor represents and warrants that it will add, as part of the services that it offers, the information that Aircall shall provide Customer with, and in particular display the name of the tunes' authors, and more generally that Customer will comply with the terms of this licence.

10.3 Disclaimer. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES THAT THE SERVICES ARE BEING PROVIDED "AS IS" AND "AS AVAILABLE," AND EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, AIRCALL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. IN THE EVENT AIRCALL MAY NOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF LAW, THE SCOPE AND

DURATION OF SUCH WARRANTY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. AIRCALL FURTHER DOES NOT REPRESENT OR WARRANT THAT THE SITE OR ANY PORTION OF THE SERVICES WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, CONTINUOUS, ERROR-FREE OR WILL OPERATE WITHOUT PACKET LOSS, NOR DOES AIRCALL WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET, OR ANY QUALITY OF CALLS MADE THROUGH THE SERVICES. CUSTOMER ALSO ACKNOWLEDGES AND AGREES THAT AIRCALL CANNOT GUARANTEE THAT IP BASED COMMUNICATIONS ARE COMPLETELY SECURE, ERROR OR VIRUS-FREE.

11. Indemnification

Customer agrees to indemnify, defend and hold harmless Aircall and its Affiliates (“Aircall Parties”) for, from and against any and all losses, liabilities, damages, claims (including any and all reasonable attorneys’ fees,) as incurred, arising out of or in connection with: (i) any breach or alleged breach of this Agreement by Customer, Users and/or Administrators; (ii) Customer’s, Users’ and/or Administrators’ violation of any Law and/or the rights of a third-party; (iii) Customer’s, Users’ and/or Administrators’ failure to promptly install any updates, upgrades or patches of any software provided by Aircall; and (iv) claims relating to the Customer Data. Further, Customer shall indemnify and hold harmless Aircall Parties against all damages, costs, and legal fees awarded against Aircall Parties by a court of competent jurisdiction in connection with such claims, or agreed to in a written settlement agreement approved in writing by Aircall.

12. Limitation of Liability

IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF AIRCALL OR ITS AFFILIATES EXCEED ONE TIME THE TOTAL AMOUNTS PAID OR PAYABLE BY CUSTOMER DURING THE TWELVE (12) MONTHS PRIOR TO THE CLAIM GIVING RISE TO SUCH DAMAGES OR ONE HUNDRED EUROS (100€) IF FOR A FREE TRIAL PERIOD. IN NO EVENT SHALL AIRCALL OR ITS AFFILIATES BE LIABLE FOR: (I) ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, REPUTATIONAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND SUCH AS LOSS OF DATA OR PROFIT, OR BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY, HARM TO THE IMAGE OR REPUTATION, WHETHER IN ANY OF THE FOREGOING, ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING

NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY EVEN IF AIRCALL OR ITS AFFILIATES HAVE BEEN NOTIFIED ORALLY OR IN WRITING OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM OR CAUSE OF ACTION RESULTING FROM CUSTOMER'S USE OF THE SITE AND THE SERVICES MUST BE PROVIDED OFFICIALLY IN WRITING TO AIRCALL BY REGISTERED MAIL WITH RECEIPT ACKNOWLEDGEMENT ADDRESSED TO ITS HEAD OFFICE WITHIN ONE (1) YEAR AFTER THE CLAIM OR CAUSE OF ACTION HAS ARISEN OR IT SHALL BE DEEMED WAIVED BY CUSTOMER.

Any claim or cause of action resulting from Customer's access to and/or use of the Site and/or the Services must be provided in writing to Aircall by registered mail with receipt acknowledgement addressed to its head office in accordance with the notification requirements set forth hereunder, within one (1) year after the claim or cause of action has arisen or it shall be deemed waived by Customer.

13. Term and Termination.

13.1 Term. The term of this Agreement will commence on the Effective Date and shall continue until the expiration of the last Plan Term, the last Order Form, or unless terminated earlier in accordance with the terms herein (the "Term"). The Plan initial term shall start on the date of the Purchase and will continue for the duration set forth in the Purchase ("Plan Initial Term"). Thereafter, the Plan Initial Term shall automatically renew for additional periods of the same duration unless either Party provides a notice of non-renewal to the other Party no less than thirty (30) days prior to the end of the current period of the Plan Term.

13.2 Termination. Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party if the other Party: (i) breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; (ii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings; (iii) following the written recommendation of a government or regulatory agency following a change in either applicable Law.

13.3 Effects of Termination. Upon termination of this Agreement Customer must pay to Aircall immediately and without further notice, and in any case no later than thirty (30) days thereof, any accrued fees, charges, including any outstanding Fees. Upon termination or expiration of this Agreement for whatever reason, Customer shall immediately cease to have access to and be able to use the Services.

14. Governing Law.

This Agreement shall be governed in all respects by the laws of France. In the event of any dispute, claim, question or disagreement (the "Dispute") arising from or relating to these Terms of Use or breach thereof, the Parties shall use their best efforts to settle the Dispute by normal business discussions. Should the Dispute remain unresolved thirty (30) days after notice of the Dispute was provided by one Party to the other, the Parties may take further legal action to resolve the Dispute. These Terms of Use, and any Dispute resulting therefrom, shall be subject to the exclusive jurisdiction of the Paris Commercial court (*Tribunal de commerce de Paris*). The illegality, invalidity or unenforceability of any provision of these Terms of Use will not affect the legality, validity or enforceability of any other provision.

15. Force Majeure.

Excluding either Party's payment obligations under the Agreement, neither Party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or circumstance that is beyond that Party's reasonable control, including without limitation any act of God; national emergency; third-party telecommunications networks; riot; war; terrorism; governmental act or direction; change in Laws; fiber, cable, or wire cut; power outage or reduction; rebellion; revolution; insurrection; earthquake; storm; hurricane; flood, fire, or other natural disaster; strike or labor disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.

16. Notices.

Except where otherwise expressly stated in the Agreement, all notices or other communications must be in English and are deemed to have been fully given when made in writing and delivered in person, upon delivered email, confirmed facsimile, or five days after deposit with a reputable overnight courier service, and addressed as follows: to Aircall.io, Inc., Legal Dept., 233 Park Avenue South, Floor 11, 10003 New York, NY with a copy to legal@aircall.io, and to Customer at either the physical address or email address associated with the Customer's Account. Customer acknowledges and agrees that all electronic notices have the full force and effect of paper notices.

17. Amendments.

Except as otherwise provided, this Agreement may only be modified by a written amendment (provided electronically or otherwise) executed by authorized

representatives of both Parties. In no event will handwritten changes to any terms or conditions, including in the applicable Order Form, be effective. Notwithstanding anything set forth in this Agreement, Aircall may update the terms of this Agreement or any of its policies from time to time, and will provide notice to Customer at the email address on file with the Account or via a pop-up on the Site, as decided by Aircall in its sole discretion. Such updates will become effective ten (10) days after such notice to Customer (such date, the "Updated Date"). In the event that any such update would be of material detriment to Customer and is not required by Law, Customer must inform Aircall of Customer's objection within ten (10) days of receiving the notice provided under this provision. If the Parties, negotiating in good faith cannot reach agreement within thirty (30) days, Customer may terminate the portion of the Services affected by the change without penalty by written notice to Aircall. Any use of the Services after the Updated Date will be deemed as Customer's acceptance of such updates to the terms of this Agreement and/or policies, as applicable.

18. General Provisions.

Customer and Aircall are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Customer and Aircall. Aircall's failure or delay in exercising any right herein will not operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right herein. This Agreement, together with any Order Form(s), Purchases, Exhibits and/or Schedules, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject. In the event that the terms of this Agreement and the terms of an Order Form conflict the terms of the Order Form shall prevail. Sections 3, 4, 5, 7, 8, 10, 11, 12, 14, 15, 17, and 18 included shall survive termination of this Agreement. For the avoidance of doubt, in the case of Customer, each Order Form may be signed Customer or any of its Affiliates, provided Customer will remain liable for any and all actions or omissions of its Affiliates in connection with this Agreement.