

## SCHEDULE 2

### OAK INNOVATION CLOUD PRODUCTS - TERMS OF SERVICE

#### CLARIFY / CLARIFY GO / QUALIFY GO

**THESE TERMS OF SERVICE CONSTITUTE A CONTRACT BETWEEN YOU AND US AND GOVERN USE OF AND ACCESS TO THE SERVICE AND SITE BY YOU AND YOUR USERS, WHETHER IN CONNECTION WITH A PAID SUBSCRIPTION TO THE SERVICE OR A FREE TRIAL OF THE SERVICE.**

You are deemed to accept these Terms of Service, whether by clicking an "I Accept" or similar button or check box or in some other way, or by accessing or using the Service or Site, or authorizing or permitting any User to access or use the Service, and You agree to be bound by these Terms of Service upon such acceptance. If these Terms of Service are accepted on behalf of a company, organization or another legal entity (an **Entity**), You are agreeing to these Terms of Service for that Entity and representing to Us that You have the authority to bind such Entity to these Terms of Service, in which case the terms **You, Your** or related capitalized terms herein shall refer to such Entity. If You do not have such authority, or if You do not agree with these Terms of Service, You must not accept these Terms of Service and must not use the Service.

#### 1. ACCESS TO AND USE OF THE SERVICE

1.1 We will provide you with access to and use of the Service in accordance with Your Subscription from the start of date indicated in Your Order until termination of this Agreement and cancellation of Your Account in accordance with Section 6, whichever occurs first, or otherwise as provided for under these Terms of Service.

1.2 You have the limited right from the commencement of Your Subscription until termination of this Agreement and cancellation of Your Account in accordance with Section 6 or otherwise as provided for under these Terms of Service to access and use the Service consistent with Your Subscription for Your internal business or private purposes. Without limiting the foregoing, Your right to access and use the API is also subject to the restrictions and policies implemented by Us from time to time with respect to the API as set forth in the Documentation or otherwise communicated to You in writing.

1.3 You are responsible for determining whether the Service or the information generated thereby is accurate or sufficient for Your purposes.

1.4 You agree not to:

- (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than Users in furtherance of Your internal business purposes as expressly permitted by these Terms of Service;
- (b) use the Service to initiate Call Recordings or persisting of media without all legally required advance notices having been provided to all participants on a call or virtual meeting being recorded or persisted;

- (c) use the Service to Process data on behalf of any third party other than Users;
- (d) modify, adapt, or hack the Service or otherwise attempt to gain unauthorized access to the Service or related systems or networks;
- (e) falsely state, infer or imply any sponsorship or association with Us or Our Affiliates,
- (f) use the Service in an unlawful manner, including but not limited to violation of any person's privacy rights;
- (g) use the Service to send unsolicited or unauthorized junk mail, spam, pyramid schemes or other forms of duplicative or unsolicited messages;
- (h) use the Service to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person's intellectual property rights;
- (i) use the Service in any manner that interferes with or disrupts the integrity or performance of the Service and/or its components;
- (j) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any software making up the Service;
- (k) use the Service to knowingly post, transmit, upload, link to, send or store any content that is unlawful, racist, hateful, abusive, libellous, obscene, or discriminatory;
- (l) use the Service to store files that are deemed by Us to not be voice or video communication or derivatives thereof;
- (m) use the Service to knowingly post, transmit, upload, link to, send or store any Malicious Software; or
- (n) use or attempt to use the Service in violation of these Terms of Service.

1.5 You are responsible for compliance with the provisions of these Terms of Service by Users and for any and all activities that occur under Your Account, as well as for all Your Data. Without limiting the foregoing, You are solely responsible for ensuring that use of the Service to store and transmit Your Data is compliant with all applicable laws and regulations.

1.6 Subject to any limitation on the number of individual Users available under Your Subscription, access to and use of the Service is restricted to the specified number of individual Users permitted under Your Subscription. You agree and acknowledge that You will be allocated unique login details (such as username and password) for administrators of Your Account and that You are responsible for maintaining the confidentiality of all login information for Your Account.

1.7 A high-speed Internet connection is required for proper transmission of the Service. You are responsible for procuring and maintaining the network connections that connect Your network to the Service, including, but not limited to, "browser" software that supports protocols used by Us, including Secure Socket Layer (**SSL**) protocol or other protocols accepted by Us, and to follow procedures for accessing services that support such protocols.

1.8 We are not responsible for notifying You or Users of any upgrades, fixes or enhancements to any such software or for any compromise of data, including Your Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by Us. We assume no responsibility for the reliability or performance of any connections to the Service.

1.9 In addition to Our rights as set forth in Section 6.5, We reserve the right, at Our reasonable discretion, to temporarily suspend Your access to and use of the Service:

- (a) during planned downtime for upgrades and maintenance to the Service (for which We will use commercially reasonable efforts to notify You of in advance);
- (b) during any unavailability caused by circumstances beyond Our reasonable control, such as, but not limited to, uncontrollable acts of nature, acts of government, acts of terror or civil unrest, technical failures beyond Our reasonable control (including, without limitation, inability to access the Internet), or acts undertaken by third parties, including without limitation, distributed denial of service attacks;
- (c) if We suspect or detect any Malicious Software connected to Your Account or use of the Service by You or Users; or

1.10 We reserve the right to deploy Updates at any time.

## **2. CONFIDENTIALITY, PROMOTIONS, DATA PRIVACY AND SECURITY**

2.1 Subject to the express permissions of these Terms of Service, You must protect Our Confidential Information from unauthorized use, access or disclosure in the same manner as You protect Your own Confidential Information, but with no less than reasonable care, during the currency of this Agreement and for five years after its termination.

2.2 Except as otherwise expressly permitted pursuant to these Terms of Service, You may use Our Confidential Information solely to exercise Your respective rights and perform our respective obligations under these Terms of Service and shall disclose such Confidential Information solely to those of Your officers, employees and contractors who have a need to know such Confidential Information for such purposes and who are bound to maintain the confidentiality of, and not misuse, such Confidential Information.

2.3 We will maintain commercially reasonable administrative, physical and technical safeguards to protect the security, confidentiality and integrity of Your Data. These safeguards include encryption of Your Data in transmission (using SSL or similar technologies), except for certain Other Services that do not support encryption, which You may link to at Your election.

2.4 You agree that We and the service providers We use to assist in providing the Service to You shall have the right to access Your Account and to use, modify, reproduce, distribute, display and disclose Your Data in accordance with Your express consent given to Us or otherwise for the purposes described in our Privacy Notice, the current version of which is available at <https://www.oakinnovate.com/> under Data Security Policy.

2.5 We collect certain information about You and Users as well as Your and their respective devices, computers and use of the Service. We use, disclose, and protect this information as described in Our Privacy Notice.

2.6 Any third party service providers We use will only be given access to Your Account and Your Data as is reasonably necessary to provide the Service and will be subject to confidentiality obligations. Without limiting the foregoing, you give Us authority to refer to a provider or providers of Other Services any customer support request You may make to Us in respect of the Service.

2.7 Without limiting the foregoing, We may also access or disclose information about You, Your Account or Users, including Your Data, in order to:

- (a) comply with the law or respond to lawful requests or legal process;
- (b) protect Our rights or property, including enforcement of these Terms of Service or other policies associated with the Service; or
- (c) where We believe in good faith that such disclosure is necessary to protect personal safety or avoid violation of any applicable law or regulation.

2.8 We may communicate directly with You and/or Your End Users in accordance with the provisions of the Privacy Notice, including to provide information about platform and Service capabilities or Updates.

2.9 We may disclose to third parties and publicly that You are Our customer. We may also request that You participate in a joint press release and/or customer story or case study in connection with Your use of the Service and You will have the right to approve the content thereof prior to release.

2.10 You also agree to participate in other reasonable marketing activities We may request to promote the benefits of the Service to prospective customers and, subject to Your agreement, use of Your name and logo on Our website and promotional materials.

2.11 Our Privacy Notice is incorporated into and forms part of these Terms of Service.

### **3. INTELLECTUAL PROPERTY RIGHTS**

3.1 We shall maintain all rights, title and interest in and to all Our respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, **Intellectual Property Rights**).

3.2 The rights granted to You and Users to use the Service under these Terms of Service do not convey any additional rights in the Service, or in any Intellectual Property Rights associated therewith. Subject only to limited rights to access and use the Service as expressly set out in these Terms of Service, all rights, title and interest in and to the Service and all hardware, software and other components of or used to provide the Service, including all related Intellectual Property Rights, will remain with and belong exclusively to Us.

3.3 We shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into the Service or otherwise use any suggestions, enhancement requests, recommendations or other feedback We receive from You and Users.

3.4 Clarify, ClarifyGo, QualifyGo and Our other product and service names and logos used or displayed in connection with the Service are Our registered or unregistered trademarks (collectively, **Marks**), and You may only use such Marks to identify You as a subscriber to the Service, PROVIDED THAT You do not attempt, now or in the future, to claim any rights in the Marks, degrade the distinctiveness of the Marks, or use the Marks to disparage or misrepresent Us, or any of our services or products.

#### **4. THIRD PARTY SERVICES**

4.1 If You decide to enable, access or use Other Services, then Your access and use of such Other Services is governed solely by the terms and conditions of use of such Other Services, and We do not endorse, are not responsible or liable for, and make no warranty or representation as to any aspect of such Other Services, including, without limitation, their content or the manner in which they handle data (including Your Data) or any interaction between You and the provider of such Other Services.

4.2 You irrevocably waive any claim You have or may have against Us with respect to such Other Services.

4.3 We are not liable for any damage or loss caused or alleged to be caused by, or in connection with, Your enablement, access or use of any Other Services, or Your reliance on the privacy practices, data security processes or other policies of such Other Services.

4.4 You may be required to register for or login to such Other Services on their respective websites. By enabling any Other Services, You are expressly permitting Us to disclose Your login details for the Service as well as Your Data, as deemed necessary by Us to facilitate the use or enablement of the Other Services.

#### **5. BILLING, PLAN MODIFICATIONS AND PAYMENTS**

5.1 All Subscription Charges must be prepaid in advance in accordance with the terms of that Order.

5.2 All amounts payable by you to Us pursuant to an Order, under these Terms of Service or otherwise will be paid to Us without setoff or counterclaim, and without any deduction or withholding.

5.3 If You fail to pay Your Subscription Charges or charges for other services provided by Us within five business days of Our notice to You that payment is due or delinquent, or if You do not update payment information upon Our request, in addition to Our other remedies, We may suspend or terminate access to and use of the Service by You and Users.

5.4 If You choose to upgrade Your Subscription or increase the number of authorized Users, any incremental Subscription Charges associated with such upgrade will be prorated over the remaining time in the relevant payment cycle, charged to Your Account and due and payable on the next payment date. Your future Subscription Charges will reflect any such upgrade in full.

5.5 We may increase or add new fees and charges for the Service by giving You at least 30 days' prior notice. We reserve the right to contact You about special pricing if You maintain an exceptionally high number of Users, an unusually high monthly recording ratio per User or other excessive stress on the Service.

5.6 Unless otherwise stated, Our charges do not include any taxes, levies, duties or similar governmental assessments, including goods and services, value-added, sales, use or withholding taxes assessable by any federal, state, provincial, local or foreign jurisdiction

(collectively **Taxes**). You are responsible for paying Taxes except those assessable against Us based on our income. We will invoice You for such Taxes if We believe We have a legal right or obligation to do so and You agree to pay such Taxes if so invoiced.

5.7 You hereby authorize Us to invoice You and You shall make payment by way of direct deposit, credit card or other means approved by Us on a periodic basis in accordance with the terms of the Order, and you further agree to pay any Subscription Charges so incurred.

5.8 We may use a third-party intermediary to manage billing, receipt and processing of payments. This intermediary is not permitted to store, retain or use Your billing information except to process Your payment information for Us (including, without limitation, credit or debit card and bank account details).

5.9 We will issue a receipt upon payment of each invoice by You, or You may obtain a receipt from within the Service to track subscription status.

## **6. CANCELLATION AND TERMINATION**

6.1 Either You or We may elect to terminate this Agreement and cancel Your Account by providing at least 30 days' notice to the other party at the end of the Initial Term or Additional Term (as the case may be) of Your Subscription in accordance with these Terms of Service, in which case Your Subscription will end and Your Account will be cancelled at the end of the billing period in which that notice period ends. Unless this Agreement is so terminated, Your subscription to the Service will renew periodically in accordance with the terms of Your Order, subject to any change in Your Subscription Charges as provided for in Your Order.

6.2 Following the termination of this Agreement and cancellation of Your Account, We reserve the right to delete all Your Data in the normal course of operation. Your Data cannot be recovered once Your Account is cancelled.

6.3 If you registered for a free or discounted trial of the Service, You will have access to the Service for the specified period of the trial (**Trial Period**) for free or at the stipulated rate/s for the Trial Period. At the end of the Trial Period, the trial will automatically convert to a paid subscription in accordance with the terms of Your Order (which, unless set out otherwise in Your Order, will be for a 12-month term at Oak's standard rates for the Service). If You wish not to proceed beyond the Trial Period, You must notify Oak in writing no later than 24 hours before the end of the Trial Period that You do not wish to purchase a paid subscription for the Service, in which case Your Data will no longer be available to you from the end of the Trial Period, and You will be solely responsible for all Your compliance or regulatory obligations in connection with Your Data as applicable to You.

6.4 If We terminate this Agreement and cancel Your Account pursuant to Section 6.5, in addition to other amounts You may owe Us, You must immediately pay any then unpaid Subscription Charges associated with the remainder of the relevant term of Your Subscription.

6.5 We reserve the right to modify, suspend or terminate the Service (or any part thereof), Your Subscription, Your Account, this Agreement or Your and/or Users' rights to access and use the Service, and remove, disable and discard any of Your Data if We believe that You or any of Users have violated these Terms of Service including, without limitation, where Section 1.9 (c) and / or (d) applies. This includes the removal or disablement of Your Data. Unless legally prohibited from doing so, We will use commercially reasonable efforts to contact You directly via email to notify You when taking any of the foregoing actions. We shall not be liable to You, Users or any other third party for any such modification, suspension or discontinuation of Your rights to access and use the Service.

6.6 Any suspected fraudulent, abusive, or illegal activity by You or Users may be referred to law enforcement authorities at Our sole discretion.

## **7. DISCLAIMER OF WARRANTIES**

7.1 THE SITE AND THE SERVICE, INCLUDING ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7.2 YOU ACKNOWLEDGE THAT WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY YOU FROM US OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.

## **8. LIMITATION OF LIABILITY**

8.1 UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL WE OR OUR AFFILIATES, OR OUR AND OUR AFFILIATES' OFFICERS, DIRECTORS, EMPLOYEES OR CONTRACTORS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION OR ANY OTHER LOSS INCURRED BY SUCH PARTY OR THIRD PARTY IN CONNECTION WITH THESE TERMS OF SERVICE OR THE SERVICE, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

8.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS OF SERVICE, OUR AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF THESE TERMS OF SERVICE OR OTHERWISE IN CONNECTION WITH ANY SUBSCRIPTION OR ACCESS TO, OR USE OF THE SERVICE, SHALL IN NO EVENT EXCEED THE SUBSCRIPTION CHARGES PAID BY YOU DURING THE 12 MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION 8.2 IS TO ALLOCATE THE RISKS UNDER THESE TERMS OF SERVICE BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE SUBSCRIPTION CHARGES, WHICH

WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF WE WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. WE HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE YOU THE RIGHTS TO ACCESS AND USE THE SERVICE PROVIDED FOR IN THESE TERMS OF SERVICE.

8.3 Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to You. IN THESE JURISDICTIONS, OUR LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

## 9. INDEMNIFICATION

9.1 Subject to Sections 9.2 and 9.3, We undertake to defend You from and against any action or claim that Your use of the Service as permitted hereunder, or any part of it infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret (**IP Claim**) and shall indemnify the You from and against any losses, damages, costs (including legal fees) and expenses incurred by You as a result of or in connection with any such IP Claim which are agreed in settlement of any IP Claim or awarded by a court of competent jurisdiction against You as a result of, or in connection with, that IP Claim.

9.2 We shall have no liability under the indemnity in section 9.1 unless:

- (a) You promptly notify Us of the threat or notice of such IP Claim;
- (b) We are allowed by You to have the sole and exclusive control and authority to select defense attorneys, defend and/or settle any such IP Claim; and
- (c) You fully cooperate with Us in connection therewith.

9.3 In addition, We will have no liability or obligation under Section 9.1 with respect to any IP Claim if it is caused in whole or in part by:

- (a) compliance with designs, data, instructions or specifications provided by You;
- (b) modification of the Service by anyone other than Us; or
- (c) the combination, operation or use of the Service with other hardware or software where the Service would not in and of itself be infringing.

9.4 If use of the Service by You and/or Users has become, or in Our opinion is likely to become, the subject of an IP Claim, We may at Our option and expense:

- (a) procure for You the right to continue using the Service as set forth hereunder;
- (b) replace or modify the Service to make it non-infringing;
- (c) if options (a) or (b) are not commercially and reasonably practicable as determined by Us, terminate this Agreement and cancel Your Account, in which case We will repay You, on a pro-rated basis, any Subscription Charges previously paid to Us for the corresponding unused portion of the relevant billing cycle.

9.5 The provisions of Sections 9.1 to 9.3 state Our sole, exclusive and entire liability to You and constitute Your sole remedy with respect to an IP Claim brought by reason of access to or use of the Service by You or Users.



9.6 You will defend, indemnify, and hold harmless Us, our Affiliates and licensors, and each of their respective officers, directors, employees, contractors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including legal fees) arising out of or relating to any third-party claim concerning:

- (a) Your or any User's use of the Service (including any activities under Your Account and use by your employees and personnel);
- (b) breach of this Agreement or violation of applicable law by You, Users, or Your Data;
- (c) Your Data or the combination of Your Data with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Data, or by the use, development, design, production, advertising or marketing of Your Data; or
- (d) a dispute between You and any User.

You will reimburse Us for our legal fees, as well as Our employees' and contractors' time and materials spent responding to any third party subpoena or other compulsory legal order or process associated with third party claims described in paragraphs (a) through (d) above at Our then-current hourly rates.

## **10. ASSIGNMENT; ENTIRE AGREEMENT; REVISIONS**

10.1 You may not, directly or indirectly, by operation of law or otherwise, assign all or any part of this Agreement or Your rights under these Terms of Service or delegate performance of Your duties under this Agreement without Our prior written consent.

10.2 We may, without Your consent, assign all or any part of this Agreement or Your rights under these Terms of Service to any of Our Affiliates or in connection with any merger or change of control or the sale of all or substantially all of Our assets provided that any such successor agrees to fulfill its obligations pursuant to these Terms of Service. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

10.3 Any and all Orders are incorporated into and shall form part of these Terms of Service.

10.4 These Terms of Service constitute the entire agreement and supersede any and all prior agreements between You and Us with regard to the subject matter hereof.

10.5 These Terms of Service and any Orders shall apply in lieu of the terms or conditions in any purchase order or other order documentation You or any Entity which you represent provides (all such terms or conditions being null and void), and, except as expressly stated herein, there are no other agreements, representations, warranties, or commitments which may be relied upon by either party with respect to the subject matter hereof.

Notwithstanding the foregoing, additional terms may apply to certain Features or functionality We offer through the Service (**Additional Terms**). In those instances, We will notify You of such Additional Terms prior to the activation of these Features or functionality and the activation of these Features or functionality in Your Account will be considered acceptance of the Additional Terms. All such Additional Terms will be considered incorporated into these Terms of Service when You or any person designated as an

administrator on Your Account activates the Feature or functionality. Where there is a conflict between these Terms of Service and the Additional Terms, the Additional Terms will take precedence.

10.6 We reserve the right, in our sole discretion, to change these Terms of Service (**Updated Terms**) from time to time. Unless We make a change for legal or administrative reasons, We will provide reasonable advance notice before the Updated Terms become effective. You agree that We may notify You of the Updated Terms by posting them on the Service, and that Your use of the Service after the effective date of the Updated Terms (or engaging in such other conduct as We may reasonably specify) constitutes Your agreement to the Updated Terms. Therefore, You should review these Terms of Service and any Updated Terms before using the Service. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to Your Subscription and use of the Service from that point forward. These Terms will govern any disputes arising before the effective date of the Updated Terms.

10.7 Our failure to enforce at any time any provision of these Terms of Service does not constitute a waiver of that provision or of any other provision of the Terms.

## **11. OAK INNOVATION LIMITED, NOTICES, GOVERNING LAW AND JURISDICTION**

### 11.1 Oak Innovation Limited

(a) Oak Innovation Limited, an English company with registration no. 02102234, with its registered office at PKF Francis Clark, Towngate House, 2-8 Parkstone Road, POOLE, Dorset, England BH15 2PW.

(b) the address for notices is: 7 Albany Park, Cabot Lane, POOLE, Dorset BH17 7BX

(c) the governing law is: England and Wales; and

(d) the courts having exclusive jurisdiction are located in: London, England.

11.2 You may bring claims only on Your own behalf. Neither you nor We will participate in a class action for any claims under or covered by this Agreement. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if We are a party to the proceeding.

## **12. NOTICES**

12.1 All notices to be provided by Us to You under these Terms of Service may be delivered in writing:

(a) by delivery service, courier, registered mail or post to the contact mailing address provided by You on any Order; or

(b) email to the email address provided for Your Account owner under Your Subscription.

12.2 You must give notice to us in writing by Courier or mail to the relevant address detailed in Section 11.

12.3 All notices sent by email shall be deemed to have been given immediately upon delivery by email (unless We are notified that the email address is invalid).

12.4 All notices sent by delivery service or courier shall be deemed to have been given three days after collection by the delivery service or courier.

12.5 All notices sent by registered mail or post shall be deemed to have been given seven days after being sent.

### **13. MISCELLANEOUS**

13.1 If any provision in these Terms of Service is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms of Service shall remain in effect.

13.2 The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship among the parties.

13.3 Sections 2, 5 and 7-14 shall survive any termination of our agreement with respect to use of the Service by You and Users. Termination of such agreement shall not limit Your or Our liability accrued as of or prior to such termination or for any breach of these Terms of Service.

13.4 You agree that any claim You may have arising out of or related to your relationship with Us must be filed within one year after such claim arose; otherwise, Your claim is permanently barred.

### **14. GLOSSARY**

When used in these Terms of Service with the initial letters capitalized, in addition to terms defined elsewhere in these Terms of Service, the following terms have the following meanings:

**Account:** means all accounts created by or on behalf of You or Users within the Service.

**Affiliate:** means all other entities that control Us, are controlled by Us or under common control with Us.

**Agreement:** means the agreement formed upon Your acceptance of these Terms of Service.

**API:** means the application programming interfaces developed and enabled by Us that permits You to access certain functionality provided by the Service, including without limitation, the Oak REST API that enables the interaction with a Call Recording account automatically through HTTP requests and the Oak application development API that enables the integration with other web applications.

**Call Recording:** means core capability of the Software that enables a person to record and playback voice and video recordings.

**Confidential Information:** means all information disclosed by Us to You which is in tangible form and labelled “confidential” (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. Notwithstanding the foregoing, Confidential Information shall not include information that:

- (a) was already known to You at the time of disclosure by the disclosing party;
- (b) was or is obtained by You by a third party not known by You to be under an obligation of confidentiality with respect to such information;
- (c) is or becomes generally available to the public other than by violation of these Terms of Service; or
- (d) was or is independently developed by You without use of Our Confidential Information.

**Documentation:** means any written or electronic documentation, images, video, text or sounds specifying the functionalities of the Service provided or made available by Us to You or Users through the Site or otherwise.

**Features:** means software capabilities or attributes that deliver value to a customer and or end-user.

**Malicious Software:** means viruses, malware, Trojan horses, time bombs, or any other similar harmful software.

**Order:** means any written or electronic order form or document generated by Us or a third party and executed, accepted or otherwise approved by You with respect to Your Subscription, which form or document may detail, among other things, the number of Users authorized to use the Service under Your subscription to the Service, the Subscription applicable to Your subscription to the Service, Our charges associated with Your Subscription, and any recording channel or source linked with a Subscription.

**Other Services:** means third party products, applications, services, software, products, networks, systems, directories, websites, databases and information which the Service links to, or which You may connect to or enable in conjunction with the Service, including, without limitation, Other Services which may be integrated directly into the Service.

**Personal Data:** means any information relating to an identified or identifiable natural person, being a person who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity.

**Processing/To Process:** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

**Service:** means the Oak cloud-based Call Recording and Reporting services and all associated tools provided by Us, including individually and collectively Software, the API and any Documentation, together with any Updates.

**Site:** means [www.oakinnovate.com](http://www.oakinnovate.com) and other websites that We operate either presently or in the future.

**Software:** means software provided by Us (either by download or access through the internet) that allows a User to use any functionality in connection with the Service.

**Subscription:** means the subscription level for that part of or all of the Service for which You subscribe pursuant to an Order.

**Subscription Charges:** means all charges associated with Your Subscription and access to and use of the Service as provided for in an Order.

**Terms of Service:** means these terms of service as amended or replaced from time to time.

**Update:** means any new or modified Features added to or augmenting or otherwise modifying the Service or other updates, modifications or enhancements to the Service.

**User:** means an individual natural person authorized to use the Service through Your Account and pursuant to Your Subscription as an end user and/or administrator.

**We, Our and Us:** means Oak Innovation Limited.

**You and Your:** means the Entity identified in the Order.

**Your Data:** means all electronic data, voice recordings, text, messages or other materials submitted to the Service by You, Users and End-Users in connection with Your use of the Service, including, without limitation, Personal Data.

## **15. OPERATIVE DATE**

These Terms of Service were last updated on 01 October 2021.