



This document contains:

- [Zoom Terms of Service](#)
- [Zoom Reseller Customer Terms of Service](#)

ZOOM TERMS OF SERVICE

Effective Date: August 11, 2023

Please read these terms of service ("Terms of Service") and the Zoom [Services Description](#) (collectively, this "Agreement") carefully. This Agreement is between you and Zoom Communications, Inc. and its affiliates ("Zoom," "we," "us," or "our") and governs your access to and use of our Services and Software, unless you and Zoom have entered into a written Master Subscription Agreement (MSA), in which case such MSA will govern your access to and use of the Services and Software and not these Terms of Service. You may enter into this Agreement on behalf of yourself or on behalf of a legal entity. If you enter into this Agreement on behalf of a legal entity, you represent that you are a duly authorized representative with the authority to bind that legal entity to this Agreement. All references to "you" and "your" in this Agreement mean the person accepting this Agreement as an individual or the legal entity for which the representative is acting. Capitalized terms in this Agreement will have definitions as set forth in the applicable section where they are defined, in the Zoom [Services Description](#), or in Section 34 below.

We may provide the Services and Software through Zoom Communications, Inc., our affiliate(s), or both. You may only use the Services and Software in accordance with the terms and subject to the conditions of this Agreement.

READ THIS AGREEMENT CAREFULLY, AS IT PROVIDES, AMONG OTHER THINGS: (i) in Section 27, that you and Zoom will arbitrate certain claims instead of going to court and that you will not bring class-action claims against Zoom; (ii) in Sections 12 and 14, that certain terms and conditions apply with respect to recurring subscription Charges and automatic renewals; (iii) in Section 15, that Zoom may make modifications, deletions, and additions to these [Terms of Service](#) and our [Service Description](#); and (iv) in Section 26, that you release Zoom from, and waive your right to recover from Zoom, certain damages. You acknowledge that you will only create an account or otherwise use the Services and Software if you agree to be legally bound by all terms and conditions herein. Your acceptance of this Agreement creates a legally binding contract between you and Zoom.

1. ACCOUNT INFORMATION; SHARING

1.1 Registration; Username and Passwords. You may be required to provide information about yourself to register for and to access or use the Services and Software. You represent and warrant that any such information, including Customer Data, is and will remain accurate and complete, and that Zoom has no liability whatsoever for errors and omissions in your Customer Data. You may



also be asked to choose a username and password to access or use the Services and Software. We may reject, or require that you change, any such username or password, in our sole discretion. You are entirely responsible for maintaining the security of your username and password, and you agree not to disclose or make your username or password accessible to any third party.

1.2 Prohibition on Sharing. You may not share an account, Host rights, or any other user rights with any other individual, unless otherwise expressly pre-approved by Zoom in writing. You may not share any login credentials or passwords regarding the foregoing with any other individual. You acknowledge that sharing of any such rights is strictly prohibited. Your right to use or access the Services and Software is personal to you and not assignable or transferable. You may not assign or transfer any account, Host rights, or any other user rights with any other individual, except upon (i) an individual termination of employment or relationship with their employer, as applicable, or (ii) Zoom's prior express written approval.

2. ORDERING SERVICES

2.1 Order Form. You may order the Services through an online registration or order form approved and authorized by Zoom (each an "Order Form"). Any order for the Services made pursuant to an Order Form is subject to the terms of this Agreement. An Order Form may contain additional or different terms, conditions, and information regarding the Services you are ordering as authorized and agreed to by Zoom. In the event of any conflict or inconsistency between this Agreement and any Order Form authorized and agreed to by Zoom, the applicable Order Form controls and governs over this Agreement, to the extent necessary to resolve the particular conflict or inconsistency only. Zoom will provide the Services set forth in your Order Form and standard updates to the Services that we make generally available at no additional cost to similarly situated customers in the same geographic region during the applicable Initial Subscription Term or then-current Renewal Term. Zoom may, in its sole discretion, (i) discontinue the Services, or (ii) modify the features or functionality of the Services or Software.

2.2 Minimum Commitment. You will maintain your minimum quantity of the Services set forth on your Order Form for the duration of the applicable Initial Subscription Term or then-current Renewal Term. Any timely and contractually available modification to the Services set forth on your Order Form will be effective only upon the commencement of your next Renewal Term, unless you request an increase in the Services, which will take effect as indicated in the applicable Order Form.

2.3 Outstanding Balance; Late Payment. Without limiting our rights in this Agreement, including Sections 12.7 and 14.3, you acknowledge that Zoom is not required to provide any new Services set forth in an Order Form until all outstanding balances due and owing for existing Services are paid in full.



3. ACCESS AND USE; SOFTWARE LICENSE

3.1 Access and Use; Software License. Subject to the terms and conditions of this Agreement, you may access and use, during the Initial Subscription Term or then-current Renewal Term, the Services as set forth on each applicable Order Form. If access to or use of any portion of the Services requires or allows for you to download, use, or install Zoom software ("Software"), Zoom grants you a limited, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable, and royalty-free license to use the Software in object code format on a compatible device for your internal use only, solely to access and use the Services during the applicable Initial Subscription Term or then-current Renewal Term. You acknowledge and agree that your access to and use of the Services and Software under this Section 3.1 (and as otherwise provided in this Agreement) is revocable in Zoom's sole discretion.

3.2 Documentation License. Subject to the terms and conditions in this Agreement, Zoom grants you a limited, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable, and royalty-free license for you to use Zoom-provided product and services documentation ("Documentation") solely for your internal business purposes in connection with use of the Services or Software during the applicable Initial Subscription Term or then-current Renewal Term.

3.3 Ownership. You acknowledge that, notwithstanding anything to the contrary herein, the Services are provided to you on a subscription basis, and the Software and Documentation is provided to you under a limited license, and neither has been sold to you. You also acknowledge that you have neither obtained nor will obtain any ownership or other right, title, or interest in or to the Services, Software, or Documentation or any Proprietary Rights relating thereto. Any copies of Software will remain the exclusive property of Zoom. The Software may include code that is licensed to you under third party license agreements, including open source software made available or provided with the Software. Without limiting the generality of the foregoing, Zoom owns all right, title, and interest in and to all upgrades, enhancements, new releases, changes, and modifications to the Services or Software, together with all ideas, architecture, algorithms, models, processes, techniques, user interfaces, database design and architecture, and "know-how" embodying the Services and Software. Under no circumstances will you be deemed to receive, have, or be granted title to all or any portion of the Services, Software, or Documentation, title to which at all times vests exclusively in Zoom. None of the Services, Software, or Documentation, or any component thereof, is or shall be deemed to be a "work made for hire," as that term is defined in 17 U.S.C. § 101.

4. RESPONSIBILITY FOR USE AND END USERS

4.1 Use of the Services; End User Responsibility. You will, and you will cause your End Users to, abide by and ensure compliance with, all the terms and conditions of this Agreement. Use of the Services is void where prohibited. You are responsible for your and your End Users' access to and use of the Services and Software. You are responsible for the activities of all your End Users,



including ensuring that all End Users will comply with the terms and conditions of this Agreement and any applicable Zoom policies. You acknowledge that you remain liable for the acts and omissions of any third party that you allow, enable, or otherwise provide access to the Services or Software, whether or not such access was expressly permitted by Zoom.

4.2 Violations by End Users or Third Parties. Zoom assumes no responsibility or liability for violations of this Agreement by End Users or any other third party that you allow, direct, or enable to access the Services or Software. If you become aware of any violation of this Agreement in connection with use of the Services or Software by any person, you must contact Zoom at trust@zoom.us.

4.3 Liability for Content and Data. Under no circumstances will Zoom be liable in any way for any data or other content viewed while using the Services, including any errors or omissions in any such data or other content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or other content.

4.4 Investigation of Use. Zoom may investigate any complaints and violations that come to our attention and may take any action, in its sole discretion, including issuing warnings, suspending or disconnecting the Services or Software, removing the applicable data or other content, terminating accounts or End User profiles, or taking other reasonable actions in its sole discretion.

5. SYSTEM REQUIREMENTS; CHANGES

Your use of the Services and Software requires one or more compatible devices, Internet access, and certain third-party software, and you may be required to obtain updates or upgrades from time to time for Software or third-party software, which may result in additional costs to you. Because use of the Services and Software involves hardware, software, and Internet access, your ability to access and use the Services and Software may be affected by the performance of the foregoing. High-speed Internet access is recommended. You are solely responsible for any fees that may apply to your access to or use of the Services and Software, including fees for hardware, software, Internet access, or text messages. You agree that the foregoing requirements are your responsibility, and Zoom may, in its sole discretion, discontinue availability or compatibility of the Services or Software, on a particular operating system, device, or platform.

6. USE OF BETA SERVICES

If you use any beta services, products, or software offered or made available by Zoom, then you acknowledge that your use of the services, products, or software are governed by separate [Beta Program Terms of Use](#) and not by this Agreement.

7. RECORDINGS

You are responsible for compliance with all Laws governing the monitoring or recording of conversations as the Host or Phone Host. A Host or Phone Host can choose to record, for example,



meetings, webinars, or a phone call. By using the Services, you authorize Zoom to store recordings. You will receive a notification (visual or otherwise) when recording is enabled. If you do not consent to being recorded, you can choose to leave the recorded session.

8. PROHIBITED USES

You agree that you will not, and will not permit any End Users to, directly or indirectly: (i) use the Services or Software in violation of our [Acceptable Use Guidelines](#) (which are hereby incorporated into this Agreement); (ii) modify, customize, disassemble, decompile, prepare derivative works of, create improvements, derive innovations from, reverse engineer, or attempt to gain access to any underlying technology of the Services or Software, including any source code, process, data set or database, management tool, development tool, server or hosting site; (iii) knowingly or negligently use the Services or Software in a way that abuses, interferes with, or disrupts Zoom's networks, your account, Host rights, or any other user rights, or the Services; (iv) engage in activity that is illegal under applicable Law, fraudulent, false, or misleading; (v) transmit through the Services or Software any material that may infringe, misappropriate, or violate the Proprietary Rights of third parties; (vi) build or benchmark a competitive product or service, or copy any features, functions, or graphics of the Services or Software; (vii) use the Services or Software for the development, production, or marketing of a service or product substantially similar to the Services or Software; (viii) use the Services or Software to communicate any message or material that is harassing, libelous, threatening, obscene, indecent, would infringe or violate the Proprietary Rights of any party, or is otherwise unlawful, or would give rise to civil or criminal liability, under any applicable Law; (ix) upload or transmit any software, Customer Content, or code that does or is intended to harm, disable, destroy, or adversely affect performance of the Services or Software in any way or which does or is intended to harm or extract information or data from other hardware, software, networks, or other users of the Services or Software; (x) engage in any activity or use the Services, Software, or your account in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Services, Software, or any servers or networks connected to the Services or Zoom security systems; (xi) use the Services or Software in violation of any Zoom policy or in a manner that violates applicable Law, including anti-spam, import and export control, intellectual property, privacy, anti-terrorism, anti-bribery, foreign corrupt practices, and any other Laws requiring the consent of subjects of audio and video recordings; (xii) remove, delete, alter, or obscure any Proprietary Rights notices provided on or with the Services or Software, including any copy thereof; (xiii) make, use, or offer the Services or Software for lease, rent, or sale, or reproduce, resell, distribute, publish, display, assign, transfer, sublicense, lend, use on a timeshare or service bureau basis, or use the Services or Software for any commercial or other purpose that is not expressly permitted by this Agreement; or (xiv) make available the Services or Software, or any features or functionality thereof, to any third party for any reason or by any manner, unless expressly permitted by this Agreement or otherwise expressly agreed to in writing by you and Zoom.



9. COMPLIANCE WITH LAWS

You are solely responsible for your and your End Users' compliance with all Laws that apply to your and your End Users' access to and use of the Services and Software, including Laws requiring you to provide proper End User notifications and to obtain proper End User consents, which may be necessary to allow Zoom and Zoom's authorized third parties to access, use, and share Customer Content. You shall comply with, and ensure that all End Users comply with, all applicable Laws in connection with your obligations under this Agreement, including access to and use of the Services and Software.

10. DATA USAGE, LICENSES AND RESPONSIBILITIES

10.1 Customer Content. Data, content, communications, messages, files, documents, or other materials that you or your End Users generate or provide in connection with the Services or Software, together with any resulting transcripts, recordings, outputs, visual displays, or other content, is referred to as Customer Content.

10.2 Permitted Uses and Customer License Grant. Zoom will only access, process or use Customer Content for the following reasons (the "Permitted Uses"): (i) consistent with this Agreement and as required to perform our obligations and provide the Services; (ii) in accordance with our [Privacy Statement](#); (iii) as authorized or instructed by you; (iv) as required by Law; or (v) for legal, safety or security purposes, including enforcing our [Acceptable Use Guidelines](#). You grant Zoom a perpetual, worldwide, non-exclusive, royalty-free, sublicensable, and transferable license and all other rights required or necessary for the Permitted Uses.

Zoom does not use any of your audio, video, chat, screen sharing, attachments or other communications-like Customer Content (such as poll results, whiteboard and reactions) to train Zoom or third-party artificial intelligence models.

10.3 Our Obligations Over Your Customer Content. Zoom will maintain reasonable physical and technical safeguards to prevent the unauthorized disclosure of or access to Customer Content. Zoom will notify you if it becomes aware of an unauthorized disclosure or unauthorized access to Customer Content. Zoom may use consultants, contractors, service providers, subprocessors, and other Zoom-authorized third parties in connection with the delivery of the Services or Software. Zoom will ensure that any sharing of Customer Content with an authorized third party will be in compliance with applicable Law.

10.4 Customer Responsibilities. You are solely responsible for compliance with all Laws and regulations pertaining to the Customer Content, including Laws requiring you to obtain the consent of a third party to use, license or generate Customer Content and to provide appropriate notices of third party rights. Zoom may delete any Customer Content, at any time without notice to you if Zoom becomes aware that it violates any provision of this Agreement or any applicable Laws. You



retain all ownership rights in your Customer Content subject to any license or other rights granted herein.

10.5 Service Generated Data. Telemetry data, product usage data, diagnostic data, and similar data that Zoom collects or generates in connection with your or your End Users' use of the Services or Software are referred to as Service Generated Data. Zoom owns all rights, title, and interest in and to Service Generated Data.

11. ELIGIBILITY; RESTRICTION ON USE BY CHILDREN

11.1 Eligibility. You affirm that you are of legal age to enter into this Agreement and to use the Services and Software. You affirm that you are otherwise fully able and competent to enter into and abide by the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement. Your access may be terminated without warning if it comes to our attention that you are under the legal age to enter into this Agreement or are otherwise ineligible to enter into this Agreement or to use the Services and Software.

11.2 Restrictions on Use by Children. Zoom is not intended for use by individuals under the age of sixteen (16) years old, unless it is through a School Subscriber (as defined in the Zoom [Services Description](#)) using Zoom for Education (K-12).

12. PAYMENTS AND CHARGES

12.1 Charges. You agree that Zoom may charge your credit card, debit card, or other payment mechanism selected by you and approved by Zoom ("Payment Method") for all amounts due and owing in connection with your use of the Services, as set forth in the applicable Order Form or otherwise used or ordered by or for you through the Services, including set up fees, one-time fees, non-recurring fees, overages, per-use charges, subscription fees, recurring fees, and any other fees and charges associated with the Services or your account ("Charges"). As provided in Section 13, unless otherwise expressly specified an Order Form, all Charges are exclusive of Taxes and Fees. You agree to promptly update your Payment Method to allow for timely payment. Changes made to your Payment Method will not affect Charges that Zoom submits to your chosen Payment Method before Zoom could reasonably act on your changes. Additionally, you agree to permit Zoom to use any updated Payment Method information provided by your issuing bank or the applicable payment network and to charge your current primary Payment Method by using the details of such Payment Method saved in our system, even if such Payment Method is declined. Zoom further reserves the right to use your backup Payment Method to the extent one is provided. By adding a backup Payment Method, you authorize Zoom to process any applicable Charges on your backup Payment Method if your primary Payment Method is declined.

12.2 Non-Cancelable and Non-Refundable Charges. You agree that all payments are non-cancelable for the Initial Subscription Term or the then-current Renewal Term, as applicable,



and are final and non-refundable, unless otherwise agreed to by Zoom, required by Law, or set forth in your Order Form.

12.3 Changes to Pricing. Zoom may change prices for the Services at any time, in its sole discretion. For changes to your Charges, Zoom will provide you with not less than (i) thirty (30) calendar days prior notice, or (ii) the time period prescribed by applicable Law (each, (i) and (ii), a "Rate Change Notice"). Unless prohibited by the terms of your Order Form, any changes to your Charges will be effective upon the commencement of your next Renewal Term or other date calculated in accordance with applicable Law. If you seek to terminate or modify the Services affected by a Rate Change Notice, then you must terminate or modify your affected Services within the applicable Rate Change Notice time period. If you do not terminate or modify the affected Services within the applicable Rate Change Notice time period, then you shall be deemed to have automatically accepted the change to your Charges, unless your affirmative, express consent to such change is required under applicable Law. If required by applicable Law, we will remind you of your termination and modification right, any applicable time-period, and the consequences of not terminating.

12.4 Promotional Rates and Discounts. Prices specified in an Order Form may include a promotional rate, discount, sale, or special offer, which may be temporary and may expire (i) per the terms of the offer, or (ii) upon the commencement of a Renewal Term. The expiration of the discount or promotional pricing may expire without additional notice to you, unless specified in an Order Form or as required by applicable Law. Zoom reserves the right to discontinue or modify any promotion, discount, sale, or special offer in its sole discretion.

12.5 Collection of Charges. You agree that if Zoom is unable to collect the Charges for the Services through your Payment Method, Zoom may, to the extent not prohibited by applicable Law, take any other steps it deems necessary to collect such Charges from you and that you will be responsible for all costs and expenses incurred by Zoom in connection with such collection activity, including collection fees, court costs, and attorneys' fees. You further agree that, to the extent not prohibited by applicable Law, Zoom may collect interest at the lesser of 1.5% per month or the highest amount permitted by Law on any Charges not paid when due.

12.6 Support Services and Updates. Zoom will provide, at no additional costs, (i) standard support as set forth in our then-current Documentation (see [Zoom Help Center](#)), and (ii) standard updates to the Services and Software that are made generally available by Zoom to similarly situated customers in the same geographic region during the Initial Subscription Term or any applicable Renewal Term. In accordance with applicable Law and the terms of this Agreement, Zoom reserves the right to (a) modify its standard support and charge you for standard support and (b) charge you for any updates to the Services or for any premium features or functionality.

12.7 Termination or Suspension for Nonpayment. Without limiting our rights in any other section of this Agreement, including 14.3, if any failure to pay Charges continues for five (5) calendar days



following the due date, Zoom may terminate, suspend, or disconnect your Services immediately and without prior notice.

12.8 Billing Communications. You agree that Zoom may contact you via email or otherwise at any time with information relevant to your use of the Services, including billing communications, regardless of whether you have opted out of receiving marketing communications or notices.

12.9 Withdrawal; Cooling-Off Period. If under applicable Law you have a time period to terminate your Services based on a right of withdrawal, or a cooling-off period, you may request to terminate the affected Services in accordance with applicable Law and, if applicable, receive a pro rata refund of any prepaid and unused Charges. If the Services begin before any withdrawal or cooling-off period, or you fail to terminate your Services during the right of withdrawal or cooling-off period, then you acknowledge that you lose any termination rights under this Section 12.9. Nothing in this Section 12.9 is intended to limit or exclude any of your rights that cannot be limited or excluded under applicable Law.

13. TAXES

13.1 Taxes and Fees. Unless otherwise expressly specified by Zoom as required by applicable Law, all prices shown by Zoom and Charges for the Services on your account are exclusive of Taxes and Fees. Where applicable, Taxes and Fees will be charged on the invoices issued by Zoom in accordance with applicable Laws. Zoom, in its sole discretion, will (i) calculate the amount of Taxes and Fees due, and (ii) change such amounts without notice to you.

13.2 VAT Invoices. If required by Law, Zoom will issue a VAT invoice, or a document that the relevant taxing authority will treat as a VAT invoice, to you. You agree that this invoice may be issued electronically.

13.3 Tax exemptions. If you are exempt from any Taxes and Fees, you will provide Zoom with all appropriate tax exemption certificates, and/or other documentation satisfactory to the applicable taxing authorities, to substantiate such exemption status. Zoom reserves the right to review and validate tax exemption documentation. If the tax exemption documentation is not provided or not valid, Zoom reserves the right to charge applicable Taxes and Fees to you.

13.4 Payment of Taxes and Withholding. You will pay Zoom, and you are solely responsible for, any applicable Taxes and Fees. All payments made by you to us under this Agreement will be made free and clear of any deduction or withholding Taxes and Fees, as may be required by applicable Law. If any such deduction or withholding Taxes and Fees (including domestic or cross-border withholding taxes) are required on any payment, you will pay such additional amounts as necessary, such that the net amount received by us is equal to the amount then due and payable under this Agreement. We will provide you with such tax forms as reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement. You also agree to provide Zoom with withholding tax certificates,



upon Zoom's request, to the extent a withholding certificate is required to be sent to Zoom under applicable Law, and you agree that Zoom may provide your withholding tax certificate to the appropriate taxing authority without further notice to you.

13.5 Value-Added Tax – Customer Obligations. If Taxes and Fees are due towards the taxing authorities by you instead of Zoom, through the reverse charge or other similar mechanism, you will provide Zoom with all appropriate evidence for Zoom to demonstrate your business nature, such as a valid VAT registration number (or similar information required under the relevant VAT Laws). Zoom reserves the right to review and validate your VAT registration number. If the VAT registration number is not valid, Zoom reserves the right to nevertheless charge the applicable VAT to you. For the avoidance of doubt, if VAT is due by you to a taxing authority, through the reverse charge or other similar mechanism, you are solely responsible for paying those amounts to the relevant taxing authority, such that Zoom receives the full amount of payment required.

13.6 Tax Determination. Tax determination is principally based on the location where you have established your business based on your Customer Data, or if you are an individual, where you permanently reside. This location will be defined by Zoom as your 'Sold To' address. Zoom reserves the right to cross reference this location against other available evidence to validate whether your location is accurate. If your location is inaccurate, Zoom reserves the right to charge you any outstanding Taxes and Fees.

13.7 Use and Enjoyment. If you subscribe to any Services, and those Services are used and enjoyed by a subsidiary of you in a country that is different from your location as determined pursuant to Section 13.6, you confirm that, where required, you will treat this as a supply to your subsidiary. If you subscribe to the Services and those Services are used and enjoyed by a branch or individual in a country that is different to your location as determined pursuant to Section 13.6, you acknowledge that you will inform Zoom of the Services that have been allocated, and you acknowledge that Zoom reserves the right to charge Taxes and Fees based on the use and enjoyment of those Services.

13.8 Disclosures to Taxing Authorities. In accordance with applicable tax Law, and notwithstanding any of Zoom's notice obligations that may arise under this Agreement, including but not limited to, Section 17.4 or pursuant to our [Government Request Guide](#), we may disclose Customer information, including Customer Confidential Information, to a tax authority without notice to you before or after the disclosure.

14. TERM; TERMINATION AND SUSPENSION

14.1 Term; Automatic Renewal. Each Order Form will specify your Initial Subscription Term and any applicable Renewal Term for the Services. Unless your Order Form expressly states otherwise or applicable Law prohibits automatic renewal, each Renewal Term for the Services will begin automatically at the end of the then-current Initial Subscription Term or Renewal Term, as the case may be, unless either party provides written notice of termination or modification of the Services



provided under such Order Form (i) at least thirty (30) calendar days prior to the commencement of the next Renewal Term, or (ii) within the notice period required by applicable Law (collectively, (i) and (ii), the "Renewal Notice Period"). In order to terminate or modify the affected Services, you must provide notice to Zoom, via the billing portal (if available for your account) or in an email to renewals@zoom.us, in accordance with the Renewal Notice Period. Any statutory rights you may have under the applicable Laws to terminate your Services at an earlier time during the Initial Subscription Term or any given Renewal Term remains unaffected by this clause, and, if required by applicable Law, we will send you a reminder notice prior to the commencement date of the Renewal Term (and in accordance with the notice periods specified in this Agreement or other such deadline set by applicable Law that may apply to you) reminding you of your right to terminate the affected Services and how to do so.

14.2 Customer Termination. You may find information on how to terminate your account and Services located [here](#). If you have subscribed to one or more Services for a specific term, such termination will be effective as to each such Service on the last day of the then-current term for each applicable Service, provided that you provide proper and timely notice pursuant to Section 14.1. You may terminate this Agreement by providing written notice of termination if Zoom has materially breached this Agreement and has not cured such material breach within thirty (30) business days of Zoom's receipt of your written notice of such breach. Your notice shall state the specific provision in this Agreement that you contend Zoom has breached and set forth in reasonable detail the facts and circumstances you allege provide the basis for such breach.

14.3 Zoom Termination Rights and Suspension. Notwithstanding anything to the contrary herein, if you fail to comply with any provision of this Agreement or any referenced policies, guides, notices, or statements, Zoom may (i) immediately suspend your access to the Services, or (ii) terminate this Agreement, effective immediately. If Zoom chooses to suspend your Services and the failure to comply continues, Zoom may exercise any or all of its termination rights in this Section 14.3. Additionally, Zoom may terminate this Agreement, for any reason or no reason, upon thirty (30) business days' advance notice.

14.4 Effect of Termination or Suspension. Upon any termination of this Agreement, you must cease any further use of the Services and Software, except for any access rights granted in Section 14.5. No expiration or termination of this Agreement will affect your obligation to pay all Charges that may have become due before such expiration or termination, including that Zoom may retain any Charges previously paid by you if this Agreement is terminated, unless prohibited by applicable Law. If your Services are suspended for your failure to comply with this Agreement, you will be liable for all Charges due and owing during the period of suspension.

14.5 Deletion and Access to Customer Content After Termination. For thirty (30) calendar days following expiration or termination of this Agreement, Zoom will provide you access to retrieve your Customer Content, after which time your Customer Content will be deleted according to applicable Law, this Agreement, and our regularly scheduled deletion protocols, policies, and procedures. All



access during the period set forth in this Section 14.5 is provided to you subject to and governed by this Agreement.

15. MODIFICATIONS TO THIS AGREEMENT

15.1 General Changes. Zoom may make modifications, deletions, and additions to this Agreement ("Changes") from time to time in accordance with this Section 15.1. Changes to these Terms of Service will be posted [here](#) or in our Service Description located [here](#), which you should regularly check for the most recent version and also save the most up to date version in your files. When Changes are made, Zoom will indicate the effective date of the Changes at the top of the Terms of Service located [here](#) or in our Service Description located [here](#). Changes to this Agreement do not create a renewed opportunity to opt out of arbitration (if applicable). If you continue to use the Services after the effective date of the Changes, then you agree to the revised terms and conditions. In some instances, Zoom may notify you of a Change and also may request express confirmation of your consent to a Change. If a Change requires a specific notice pursuant to applicable Law, Zoom will provide you with such notice in the manner prescribed by applicable Law, together with any required notification of your rights.

15.2 Other Changes. You agree that Zoom may modify, delete, and make additions to its guides, statements, policies, and notices, with or without notice to you, and for similar guides, statements, policies, and notices applicable to your use of the Services by posting an updated version on the applicable webpage. In most instances, you may subscribe to these webpages using an authorized email in order to receive certain updates to policies and notices.

15.3 Change Notifications. It is your responsibility to keep your email address up to date for any notices that Zoom may send to you from time to time and to regularly review this Agreement by reviewing these [Terms of Service](#) and the [Services Description](#).

16. ZOOM PROPRIETARY RIGHTS; FEEDBACK

16.1 Feedback. If you or any of your employees, contractors, agents, or End Users send, transmit, or otherwise provide any feedback, comments, suggestions, questions, or the like, regarding the Services or Software, including any ideas, know-how, concepts, enhancements, recommendations, or other information relating to the Services or Software, including suggesting or recommending changes to the Services or Software such as new features or functionality relating thereto (collectively, "Feedback"), you acknowledge that (i) Zoom owns, and Zoom shall retain ownership of, all right, title, and interest in and to such Feedback, including any Proprietary Rights therein, and (ii) Zoom may, but is not required to use, the Feedback, including any Proprietary Rights therein, for any purpose whatsoever without any attribution, financial compensation, or reimbursement of any kind to you or any third party. You hereby unconditionally and irrevocably assign and agree to assign to Zoom on your behalf, and you shall cause your employees, contractors, agents, and End Users to unconditionally and irrevocably assign and agree to assign, all right, title, and interest in and to the Feedback, including all Proprietary Rights



relating thereto. All Feedback is and will be treated as Zoom Confidential Information until Zoom, in its sole discretion, chooses to make any specific Feedback non-confidential.

16.2 Ownership of Zoom Property. Zoom, its affiliates, its licensors, and suppliers (as applicable) own and shall retain ownership of (i) all Service Generated Data (as provided in Section 10.5), (ii) all Feedback (as provided in Section 16.1), (iii) the Services and Software, and any underlying or other technology and intellectual property embodied or contained in, used to provide or support, or otherwise associated or provided in connection with, the Services or Software, including all Proprietary Rights related thereto, and (iv) all trade names, trademarks, service marks, trade dress, logos, icons, insignia, symbols, interface and other designs, domain names and corporate names, and the like (whether registered or unregistered) ("Zoom Marks") associated or displayed with the Services or Software, together with the goodwill associated with any of the foregoing Zoom Marks (all of the foregoing, collectively "Zoom Property"). You may not frame or utilize framing techniques to enclose any Zoom Marks, or other proprietary materials or information (including images, text, page layout, or form) of Zoom without our express prior written consent. You may not use any meta tags or any other "hidden text" utilizing Zoom Marks without our express prior written consent. No rights to use the Zoom Marks are provided to you herein.

16.3 Reservation of Rights. Zoom reserves all rights not expressly granted to you in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party, any Proprietary Rights or other right, title, or interest in or to any Zoom Property or other intellectual property provided in connection with this Agreement or the Services or Software.

17. CONFIDENTIALITY

17.1 Definition. "Confidential Information" means: (i) with respect to Zoom, any information disclosed by, for, or on behalf of Zoom, directly or indirectly, to you or any End User in connection with this Agreement, the Services or Software, or learned or accessed by you or any End User in connection with the Services or Software, including business information, development plans, product roadmap details, systems, strategic plans, source code, services, products, pricing, methods, processes, financial data, programs, trade secrets, know-how, and marketing plans, however it is conveyed in any form or medium, together with all information derived from the foregoing, and any other information that is designated as being confidential (whether or not it is marked as "confidential") or which is known by you or the End User or reasonably should be understood by you or the End User to be confidential ("Zoom Confidential Information"); and (ii) with respect to you, any information disclosed by you to Zoom that (a) must be kept confidential pursuant to applicable Law or (b) is sensitive security and technical information that is clearly and conspicuously marked as "confidential" by you ("Customer Confidential Information"). Customer Content is not Customer Confidential Information; however, Customer Content will be protected in accordance with Section 10.3.



17.2 Exclusions. Confidential Information does not include information that: (i) is already rightfully known to the receiving party at the time it is received, free from any obligation to keep such information confidential; (ii) becomes publicly known or available through no act or omission of the receiving party or any third party; (iii) is rightfully received from a third party without restriction and without breach of this Agreement; or (iv) is independently developed by the receiving party without the use of the disclosing party's Confidential Information.

17.3 Obligation of Confidentiality. You and Zoom shall take reasonable steps to maintain the confidentiality of each other's Confidential Information using measures that are at least as protective as those taken to protect its own information of a similar sensitivity, but in no event using less than a reasonable standard of care. Neither you nor Zoom will disclose the other party's Confidential Information to any person or entity except to its employees, advisors, and attorneys who have a strict need to know the information in connection with this Agreement and who are bound by confidentiality obligations at least as protective as the provisions herein. In addition to the foregoing permitted disclosures, Zoom also may disclose Customer Confidential Information to its consultants, contractors, service providers, subprocessors, and other third parties who are bound by confidentiality obligations at least as protective as the confidentiality provisions herein.

17.4 Permitted and Compelled Disclosures. Notwithstanding the restrictions in this Section 17 and without limiting any other rights of Zoom, including our disclosure rights without notice in Section 13.8, we may disclose Customer Confidential Information received in connection with this Agreement, the Services, or Software to the extent authorized in our [Government Request Guide](#) or as required by applicable Law; provided, however, that Zoom will first notify you, unless providing such notice or timely notice is: (i) prohibited by applicable Law; or (ii) determined by Zoom in its sole discretion to be (a) a risk or potential risk of harm to a person or to the health of a person, (b) a risk or potential risk of damage to property, (c) an emergency, or (d) a threat to the Services, Software, or Zoom's rights or property.

18. THIRD PARTY PROPRIETARY RIGHTS

You agree to not, and to not permit any End User to, post, modify, distribute, or reproduce in any way in connection with your or your End Users' use of the Services or Software any copyrighted material, trademarks, or other proprietary material that may infringe, misappropriate, or otherwise violate another's Proprietary Rights without obtaining the prior written consent of the owner of the Proprietary Rights. You represent and warrant that you are either the author of all Customer Content to be provided under this Agreement or have obtained and hold all rights necessary to provide such Customer Content and receive all Customer Content in the form provided by Zoom, in connection with your or your End Users' use of the Services or Software. Zoom may deny access to the Services to any End User who is alleged to infringe another person's Proprietary Rights and may remove any stored Customer Content upon Zoom's receipt of notice by the Proprietary Rights owner (e.g., a takedown request). Without limiting the foregoing, if you believe that any of your



Proprietary Rights have been infringed in connection with the Services, notify Zoom as specified [here](#).

19. APPLE iOS TERMS OF USE

By accessing or downloading a Zoom application from the Apple App Store, you are agreeing to [Apple's Licensed Application End User License Agreement](#) ("Apple Terms"). This Agreement governs if there is a conflict with the Apple Terms.

20. MEDICAL DEVICE

You agree that Zoom Services and any Software provided under this Agreement, even if also subject to a separate business associate agreement, does not include, constitute, or otherwise consist of any medical device, product, or service cleared or approved by the U.S. Food and Drug Administration and are not intended for use in the diagnosis of, cure of, mitigation of, treatment of, or prevention of, any diseases, ailments, or conditions.

21. THIRD-PARTY INTEGRATIONS AND OFFERINGS

The Services or Software may interoperate, integrate, or be used in connection with third party offerings and services ("Third-Party Offerings"). Zoom is not responsible for, and Zoom hereby disclaims any liability for, any act or omission of any provider of Third-Party Offerings or the operation of any Third-Party Offerings, including access to, modification of, or deletion of data, regardless of whether Zoom or a Service endorses, approves, or supports any such Third-Party Offerings. Zoom does not guarantee the interoperation, integration, or support of any Third-Party Offerings. Zoom may, at any time, in its sole discretion, modify the Services or Software, which may result in the failed interoperation, integration, or support of Third-Party Offerings. You have sole discretion whether to purchase or connect to any Third-Party Offerings, and your use of any Third-Party Offering is governed solely by the terms of such Third-Party Offerings.

22. EXPORT RESTRICTIONS

You acknowledge that the Services and Software, or a portion thereof, are subject to the Export Administration Regulations, 15 C.F.R. Parts 730-774 of the United States, and may be subject to other applicable country export control and trade sanctions Laws, including the Export Administration Regulations, 15 C.F.R. Parts 730-774 of the United States, and programs maintained by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC") (collectively, "Export Control and Sanctions Laws"). Zoom will provide the U.S. export classification(s) applicable to its Services and Software upon request. You and your End Users may not access, use, export, re-export, divert, transfer, or disclose any portion of the Services or Software or any related technical information or materials, directly or indirectly, in violation of Export Control and Sanctions Laws. You represent and warrant that: (i) you and your End Users (a) are not citizens of, or located within, a country or territory that is subject to U.S. trade sanctions or other significant trade restrictions (including Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk



regions of Ukraine) and that you and your End Users will not access or use the Services or Software, or export, re-export, divert, or transfer the Services or Software, in or to such countries or territories; (b) are not persons, or owned or controlled by 50% or more, individually or in the aggregate, by persons, identified on the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List or Foreign Sanctions Evaders Lists or any similar applicable list maintained by a country's regulatory authority; and (c) are not persons on, affiliates of persons on, the U.S. Department of Commerce's Denied Persons List, Entity List, or Unverified List, or U.S. Department of State proliferation-related lists; (ii) you and your End Users located in Belarus, Myanmar (Burma), Cambodia, China, Russia, or Venezuela are not Military End Users and will not put Zoom Services or Software to a Military End Use, as defined in 15 C.F.R. 744.21; (iii) no Customer Content created or submitted by you or your End Users is subject to any restriction on disclosure, transfer, download, export or re-export under the Export Control and Sanctions Laws; and (iv) you and your End Users will not take any action that would constitute a violation of, or be penalized under, U.S. antiboycott laws administered by the U.S. Department of Commerce or the U.S. Department of the Treasury. Any list of countries specifically included in this clause will be deemed to be updated to the extent that any country or territory is added or removed under the Export Control and Sanctions Laws. You are solely responsible for complying with the Export Control and Sanctions Laws and monitoring them for any modifications.

23. NO HIGH RISK USE AND SAFE USE

THE SERVICES AND SOFTWARE ARE NOT DESIGNED FOR USE IN HAZARDOUS OR HIGH-RISK ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT, COMBAT OPERATIONS, OR WEAPONS SYSTEMS. YOU SHALL NOT USE THE SERVICES AND SOFTWARE FOR OR IN CONNECTION WITH ANY HIGH-RISK ENVIRONMENT. YOU FURTHER AGREE NOT TO USE THE SERVICES OR SOFTWARE IN AN UNSAFE MANNER, INCLUDING WHILE DRIVING, WALKING, OR OTHERWISE WITHOUT YOUR FULL ATTENTION WHERE RISK TO YOU, YOUR END USERS, OR OTHERS MAY ARISE OR RESULT.

24. NO WARRANTIES

YOU AGREE THAT THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS" AND ZOOM, ITS AFFILIATES, SUPPLIERS, AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ZOOM, ITS AFFILIATES, SUPPLIERS, AND LICENSORS MAKE NO GUARANTEE, PROMISE, WARRANTY, OR REPRESENTATION (i) REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR SOFTWARE, (ii) REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR SOFTWARE, OR (iii) THAT THE SERVICES OR SOFTWARE WILL MEET ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. ANY MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES OR



SOFTWARE IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU RESULTING FROM THE USE OF THE SERVICES OR SOFTWARE. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SERVICES OR SOFTWARE REMAINS WITH YOU. ZOOM DOES NOT ASSUME ANY RESPONSIBILITY FOR RETENTION OF ANY DATA, INCLUDING CUSTOMER CONTENT AND CUSTOMER DATA, USER INFORMATION, OR COMMUNICATIONS BETWEEN USERS. USE OF THE SERVICES AND SOFTWARE IS AT YOUR SOLE RISK.

25. INDEMNIFICATION

To the extent not prohibited by applicable Law, you agree to indemnify, defend, and hold Zoom and its affiliates and each of our licensors and suppliers ("Indemnified Parties") harmless, including any officers, directors, employees, shareholders, members, consultants, and agents of the Indemnified Parties, from any third party allegation, claim, proceeding, liability, damage, or cost (including reasonable attorneys' fees) arising out of or related to (i) your or your End User's use of the Services or Software, (ii) your or your End User's breach of this Agreement or violation of applicable Law, (iii) your or your End User's infringement or violation of any Proprietary Rights or other right of any person or entity, (iv) your relationship with your End User or any dispute between you and your End User, or (v) a personal injury or property damage to a third party relating to your or your End User's acts or omissions.

26. LIMITATION ON LIABILITY

READ THIS SECTION CAREFULLY AS IT LIMITS OUR LIABILITY TO YOU.

ZOOM AND ITS AFFILIATES AND EACH OF THEIR LICENSORS, AND SUPPLIERS WILL NOT BE LIABLE FOR ANY:

- SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES;
- LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF BUSINESS OPPORTUNITY;
- UNAUTHORIZED ACCESS TO, LOSS OF, DELETION OF, OR ALTERATION OF SYSTEM DATA, CUSTOMER CONTENT, OR CUSTOMER DATA;
- COSTS RELATED TO THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES;
- TERMINATION, SUSPENSION, DISCONTINUANCE, OR DISCONNECTION OF THE SERVICES;
- A FAILURE OF YOUR INTERNET SERVICES, DOWNTIME, OR MAINTENANCE;
- OUR FAILURE TO PROVIDE TECHNICAL OR OTHER SUPPORT SERVICES; OR
- DAMAGES, IN THE AGGREGATE FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEEDING THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICES (IF ANY) IN THE TWELVE (12) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIMS.



THESE EXCLUSION OF DAMAGES AND LIMITATIONS ON AVAILABLE DAMAGES APPLY TO ALL CLAIMS, OBLIGATIONS, AND LIABILITIES ARISING OUT OF OR RELATED TO THIS AGREEMENT, AND WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE, CONTRACT, OR ANY OTHER LEGAL THEORY, EVEN IF ZOOM, ITS AFFILIATES, OR OUR LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MAY BE INCURRED BY YOU AND EVEN IF YOUR REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW CERTAIN EXCLUSIONS OF DAMAGES OR LIMITATIONS ON LIABILITY, THE ABOVE LIMITATION ONLY APPLIES TO YOU TO THE EXTENT THAT THE EXCLUSIONS OF DAMAGES OR LIMITATIONS ON LIABILITY ARE NOT PROHIBITED UNDER APPLICABLE LAW.

27. DISPUTE RESOLUTION, ARBITRATION AGREEMENT, AND CLASS ACTION WAIVER

You agree to resolve certain disputes with Zoom through binding arbitration ("Arbitration Agreement"). Arbitration means that an arbitrator, and not a judge or a jury, will decide the dispute. The parties expressly waive the right to bring or participate in any kind of class, collective, or mass action, private attorney general action, or any other representative action. This Arbitration Agreement supersedes all prior versions.

27.1 Covered Disputes. You and Zoom agree that any dispute or claim between you and Zoom arising out of or relating to this Agreement or the Services (a "Dispute"), including any related software, hardware, integrations, advertising or marketing communications, your account, or any aspects of your relationship or transactions with Zoom, will be resolved by binding arbitration, rather than in court. For purposes of this Arbitration Agreement, a Dispute will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of this Agreement as well as claims that may arise after the termination of this Agreement. LAWSUITS AND ARBITRATIONS HAVE BEEN FILED, OR MAY BE FILED IN THE FUTURE, WHICH COULD AFFECT YOU. YOUR AGREEMENT TO THIS ARBITRATION AGREEMENT COULD AFFECT YOUR PARTICIPATION IN THOSE ACTIONS.

27.2 Exceptions to Arbitration. This Arbitration Agreement shall not require arbitration of the following types of claims brought by either you or Zoom: (i) small claims court actions, if the requirements of the court are met and the claims are only on an individual basis; and (ii) claims pertaining to intellectual property rights, including trademarks, trade dress, domain names, trade secrets, copyrights and patents.

27.3 Informal Dispute Resolution First. We want to address any Disputes without needing arbitration. If you have a Dispute with Zoom, prior to initiating arbitration, you agree to mail an individualized request ("Pre-Arbitration Demand") to ATTN: Litigation Department, Zoom Communications, Inc., 55 Almaden Blvd., San Jose, CA 95113 so that we can work together to resolve the Dispute. A Pre-Arbitration Demand is only valid when it pertains to, and is on behalf of, a single individual. A Pre-Arbitration Demand brought on behalf of multiple individuals is invalid as



to all. The Pre-Arbitration Demand must include: (i) your name, telephone number, mailing address, and email address associated with your account; (ii) the name, telephone number, mailing address and email address of your counsel, if any; (iii) a description of your Dispute; and (iv) your signature. Likewise, if Zoom has a Dispute with you, Zoom will send an email with its individualized Pre-Arbitration Demand, including the requirements listed above, to the email address associated with your Zoom account. If the Dispute is not resolved within sixty (60) calendar days of when either you or Zoom submitted a Pre-Arbitration Demand, an arbitration can be brought. If you or Zoom have a Dispute involving claims under the exception to arbitration in Section 27.2(2), then this Section 27.3 does not apply to such Dispute. You agree that compliance with this Section 27.3 is a condition precedent to commencing arbitration, and that the arbitrator shall dismiss any arbitration filed without fully and completely complying with these informal dispute resolution procedures.

27.4 Arbitration Procedure. If, after completing the informal dispute resolution process set out in Section 27.3, either you or Zoom wishes to initiate arbitration, the initiating party must serve the other party with a demand for arbitration. Any demand for arbitration by you shall be sent to the Zoom Litigation Department address in Section 27.3. Zoom will send any arbitration demand to the email address associated with your Zoom account or to your counsel, if any. You and Zoom agree that the Federal Arbitration Act ("FAA") governs this Arbitration Agreement. If the FAA cannot apply for whatever reason, then the state laws governing arbitration procedures where you reside apply.

The applicable arbitration provider depends on where you live. If you are a California resident, the arbitration shall be administered by ADR Services, Inc. ("ADR Services") under its Arbitration Rules, available at <https://www.adrservices.com/services-2/arbitration-rules>. If you are not a California resident, the arbitration shall be administered by National Arbitration and Mediation ("NAM") under its operative Comprehensive Dispute Resolution Rules and Procedures, available at <https://www.namadr.com/resources/rules-fees-forms>. This Agreement will govern to the extent it conflicts with the arbitration provider's rules. If the applicable arbitration provider is not available to arbitrate, the parties will select an alternative arbitration provider. If the parties cannot agree on an appropriate alternative arbitration provider, then the parties will ask a court of competent jurisdiction to appoint an arbitrator pursuant to 9 U.S.C. § 5. To the extent there is a dispute over which arbitration provider has jurisdiction, a NAM arbitrator shall be appointed to resolve that dispute.

Arbitration hearings will take place through videoconferencing by default, unless you and Zoom agree upon another location in writing. A single arbitrator will be appointed. The arbitrator may award damages, declaratory or injunctive relief, and recoverable costs. Any arbitration award may be enforced (such as through a judgment) in any court with jurisdiction. An arbitration award shall have no preclusive effect in another arbitration or court proceeding involving Zoom and a different individual. The arbitrator shall have the exclusive authority to resolve all threshold arbitrability issues, including whether this Agreement is applicable, unconscionable, or enforceable, as well as



any defense to arbitration. However, a court has exclusive authority to rule on the Mass Action Waiver in Section 27.6, including any claim that the section is unenforceable, illegal, void or voidable, or that it has been breached.

If a request to proceed in small claims court (see Section 27.2(1)), is made after an arbitration has been initiated, but before an arbitrator has been appointed, such arbitration shall be administratively closed. Any controversy over the small claims court's jurisdiction shall be determined by the small claims court. If you or Zoom challenges the small claims court election in your Dispute, and a court of competent jurisdiction determines that the small claims court election is unenforceable, then such election shall be severed from this Arbitration Agreement as to your Dispute. However, such court determination shall have no preclusive effect in another arbitration or court proceeding involving Zoom and a different individual.

27.5 Jury Trial Waiver. You and Zoom hereby waive any constitutional and statutory rights to sue in court and have a trial in front of a judge or a jury. You and Zoom are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 27.2 above. Court review of an arbitration award is subject to very limited review. Discovery may be limited in arbitration, and procedures are more streamlined than in court.

27.6 Mass Action Waiver. You and Zoom agree that, except as specified in Section 27.7 below, each of us may bring claims against the other only on an individual basis and not on a class, collective, representative, or mass action basis, and the parties hereby waive all rights to have any Dispute be brought, heard, administered, resolved, or arbitrated on a class, collective, representative, or mass action basis. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this Section 27.6 are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Zoom agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and shall be pursued in the state or federal courts located in San Jose, California. This subsection does not prevent you or Zoom from participating in a class-wide settlement of claims.

27.7 Bellwether Arbitrations. To increase the efficiency of administration and resolution of arbitrations, you and Zoom agree that if there are fifty (50) or more individual arbitration demands of a substantially similar nature brought against either party by or with the assistance of the same law firm, group of law firms, or organizations within a one hundred and eighty (180) day period ("Mass Filing"), the parties shall select sixteen (16) individual arbitration demands (eight (8) per side) for arbitration to proceed ("Bellwether Arbitrations"). Only those sixteen (16) arbitration demands shall be filed with the arbitration provider, and the parties shall hold in abeyance, and not file, the non-Bellwether Arbitrations. Zoom will pay the arbitration provider's costs for the sixteen



(16) Bellwether Arbitrations. The statutes of limitation, including the requirement to file within one (1) year in Section 27.10 below, shall remain tolled when non-Bellwether arbitration demands are held in abeyance. While the Bellwether Arbitrations are adjudicated, no other demand for arbitration that is part of the Mass Filing may be processed, administrated, or adjudicated, and no filing or other administrative costs for such a demand for arbitration shall be due from either party to the arbitration provider. If, contrary to this provision, a party prematurely files non-Bellwether Arbitrations with the arbitration provider, the parties agree that the arbitration provider shall hold those demands in abeyance.

All parties agree that arbitration demands are of a “substantially similar nature” if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. Any party may request that the arbitration provider appoint a sole standing administrative arbitrator (“Administrative Arbitrator”) to determine threshold questions such as (i) whether the Bellwether Arbitration process is applicable or enforceable, (ii) whether particular demand(s) are part of a Mass Filing, and (iii) whether demands within a Mass Filing were filed in accordance with this Agreement, including Section 27.3. In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree that the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator’s costs shall be paid by Zoom.

The parties shall work in good faith with the arbitrator to complete each Bellwether Arbitration within one hundred and twenty (120) calendar days of its initial pre-hearing conference. The parties agree that the Bellwether Arbitration process is designed to achieve an overall faster, more efficient, and less costly mechanism for resolving Mass Filings, including the claims of individuals who are not selected for a Bellwether Arbitration.

Following resolution of the Bellwether Arbitrations, the parties agree to engage in a global mediation of all remaining arbitration demands comprising the Mass Filing (“Global Mediation”). The Global Mediation shall be administered by the arbitration provider administering the Bellwether Arbitrations. If the parties are unable to resolve the remaining demands for arbitration comprising the Mass Filing within thirty (30) calendar days following the mediation, the remaining demands for arbitration comprising the Mass Filing shall be filed and administered by the arbitration provider on an individual basis pursuant to the arbitration provider’s rules, unless the parties mutually agree otherwise in writing. Any party may request that the arbitration provider appoint an Administrative Arbitrator to determine threshold questions regarding the newly filed demands.

The parties agree to cooperate in good faith with the arbitration provider to implement the Bellwether Arbitration process, including the payment of filing and administrative costs for the Bellwether Arbitrations, deferring any filing costs associated with the non-Bellwether Arbitration Mass Filings until the Bellwether Arbitrations and subsequent Global Mediation have concluded, and cooperate on any steps to minimize the time and costs of arbitration, which may include: (i) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery



disputes; and (ii) the adoption of an expedited calendar of the arbitration proceedings. This Bellwether Arbitration provision shall in no way be interpreted as authorizing a class, collective, or mass action of any kind, or an arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision. The statutes of limitation applicable to each arbitration demand within a Mass Filing, including the requirement to file within one (1) year in Section 27.10 below, shall remain tolled from the time a party makes a Pre-Arbitration Demand to the time when that party files the arbitration demand with the arbitration provider.

27.8 Settlement Offers and Offers of Judgment. At least ten (10) calendar days before the date set for the arbitration hearing, you or Zoom may serve a written offer of judgment upon the other party to allow judgment on specified terms. If the offer is accepted, the offer with proof of acceptance shall be submitted to the arbitration provider, who shall enter judgment accordingly. If the offer is not accepted prior to the arbitration hearing or within thirty (30) calendar days after it is made, whichever occurs first, it shall be deemed withdrawn, and cannot be given as evidence in the arbitration. If an offer made by one party is not accepted by the other party, and the other party fails to obtain a more favorable award, the other party shall not recover their post-offer costs and shall pay the offering party's costs from the time of the offer (which, solely for purposes of offers of judgment, may include reasonable attorneys' fees to the extent they are recoverable by statute, in an amount not to exceed the damages awarded).

The parties agree that any disputes with respect to settlement offer(s) or offer(s) of judgment in a Mass Filing are to be resolved by a single arbitrator to the extent such offers contain the same material terms. For arbitrations involving represented parties, the represented parties' attorneys agree to communicate individual settlement offer(s) or offer(s) of judgment to each and every arbitration claimant or respondent to whom such offers are extended.

27.9 Arbitration Costs. Except as provided for in a Mass Filing (see Section 27.7), your responsibility to pay any filing, administrative, and arbitrator costs will be solely as set forth in the applicable arbitration provider's rules. If you have a gross monthly income of less than 300% of the federal poverty guidelines, you may be entitled to a waiver of certain arbitration costs.

27.10 Requirement to File Within One Year. To the extent permitted by applicable Law, and notwithstanding any other statute of limitations, any claim or cause of action under this Agreement (with the exception of disputes under Section 27.2(2)) must be filed within one (1) year after such claim or cause of action arose, or else that claim or cause of action will be permanently barred. The statute of limitations and any arbitration cost deadlines shall be tolled while the parties engage in the informal dispute resolution process required by Section 27.3 above.

27.11 Opt-Out. You may reject this Arbitration Agreement and opt out of arbitration by sending an email to opt-out@zoom.us within (i) thirty (30) calendar days of April 1, 2023 if you are an existing user, or (ii) thirty (30) calendar days of the date you created your account if you are a new user. Your opt-out notice must be individualized and must be sent from the email address associated



with your individual Zoom account. An opt-out notice that purports to opt out multiple parties will be invalid as to all such parties. No individual (or their agent or representative) may effectuate an opt out on behalf of other individuals. Your notice to opt-out must include your first and last name, address, the email address associated with your Zoom account, and an unequivocal statement that you decline this Arbitration Agreement. If you do decide to opt out, that opt out will apply to this Arbitration Agreement and all previous versions thereof, and neither party will have the right to compel the other to arbitrate any Dispute. However, all other parts of this Arbitration Agreement will continue to apply to you, and opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may enter into in the future with us.

27.12 Severability. Except as provided in Section 27.6 above, if any provision of this Arbitration Agreement is found to be illegal or unenforceable, then that provision will be severed; however, the remaining provisions shall still apply and shall be interpreted to achieve the closest possible intent to the original intent of this section, inclusive of the severed provision.

28. ANONYMIZED AND AGGREGATED DATA

You agree that Zoom may obtain and aggregate technical and other data about your and your End Users use of the Services and Software on a de-identified or anonymized basis ("Aggregated Anonymous Data"), and Zoom may use the Aggregated Anonymous Data in accordance with applicable Law, including to analyze, develop, improve, support, and operate the Services and Software provided to you or other unrelated customers, during and after the term of this Agreement, including to generate industry benchmarks or best practices guidance, recommendations, or similar reports.

29. US STATE LAW PRIVACY ADDENDUM

Where we process your personal data, personal information, or personally identifiable information in the provision of Services to you, you acknowledge that Zoom is acting on your behalf and you determine the means and purposes of the processing.

If you are (i) a "business" and we process "personal information" (as those terms are defined by the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020) on your behalf, (ii) a "controller" and we process "personal data" (as those terms are defined by other applicable US state data privacy Laws) on your behalf, or (iii) you meet both criteria set out in (i) and (ii), then our [US State Law Privacy Addendum](#) is incorporated herein by reference and applies to our "processing" of your "personal information" and "personal data" (as those terms are defined under the aforementioned Laws).

30. U.S. FEDERAL GOVERNMENT AND OTHER GOVERNMENT USERS

This Section 30 applies if you are a governmental or public entity, including the U.S. federal government or any agency or instrument of any federal, state, or local governmental entity. The Software is "commercial computer software" and the Services are "commercial services," as



defined at 48 C.F.R. § 2.101, and constitute "commercial computer software," as defined in 48 C.F.R. § 252.227-7014(a)(1) and as used in 48 C.F.R. §§ 12.212 and 227.7202. This commercial computer software and related Documentation is provided to you and your End Users for use, by you and on your behalf, with only those rights as are granted to all other end users pursuant to the terms and conditions herein. This Agreement, including (by way of example only) Sections 12.3 Changes to Pricing; 12.7 Termination or Suspension for Nonpayment; 14 Term, Termination and Suspension; 15 Modifications to this Agreement; 25 Indemnification; 27 Dispute Resolution, Arbitration Agreement, and Class Action Waiver; 33.3 Governing Law; Jurisdiction and Venue, apply to you except to the limited extent you are prohibited by applicable Laws of your jurisdiction from accepting such terms. If and to the extent any provision of this Agreement is so prohibited, such provision will be deemed modified only to the extent reasonably necessary to conform to applicable Law, but to give maximum effect to this Agreement and the applicable terms as written.

31. POLICIES; DATA PROCESSING ADDENDUM

31.1 Privacy Statement. You consent to and agree to our [Privacy Statement](#), and you are on notice of and acknowledge that our collection, sharing, and processing (which may include organizing, structuring, storing, using, or disclosing) of your personal data will be subject to our [Privacy Statement](#) and, if applicable, our [Global Data Processing Addendum](#) and [US State Law Privacy Addendum](#).

31.2 Guides, Notices, and Other Policies. You consent to and agree to our applicable guides, statements, notices, and policies located at zoom.us/legal, including our [Zoom Phone Acceptable Use Policy](#), [Zoom Phone Numbering Policy](#), [Acceptable Use Guidelines](#), [911 U.S. Notice](#), [911 Canada Notice](#), [EU Emergency Calling Notice](#), and [Government Requests Guide](#), and you are on notice of and acknowledge that use of the Services by you or your End Users is subject to these guides, notices, and policies.

31.3 Data Processing Addendum. If you are a business, enterprise, or education account owner and your use of the Services requires Zoom to process an End User's personal data under a data processing agreement, Zoom will process such personal data subject to Zoom's [Global Data Processing Addendum](#).

32. MARKETING

You grant Zoom permission and the right to (i) identify you as a customer and to use your logo across Zoom marketing materials (e.g., the Zoom Website, emails, presentations, brochures), and (ii) develop content around your experience as a Zoom customer (e.g., a written case study or video case study). Any content created under the foregoing clause (ii) of this Section 32 will be created in cooperation with you and used only upon your written approval. Zoom will use any trademarks provided by you pursuant to clause (i) of this Section 32 in accordance with any reasonable brand guidelines that you provide to us in writing prior to our use.



33. MISCELLANEOUS

33.1 Assignment; Successors and Assigns. You may not assign your rights or transfer any of your obligations under this Agreement without our prior express written consent. Any purported assignment or transfer in violation of this section is null and void. We may assign our rights or transfer any or all of our obligations under this Agreement at any time, without prior notice to you, (i) in the event of a merger, acquisition, or sale of all or substantially all of our assets, or (ii) to our affiliate. This Agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.

33.2 Contracting Entity. If your Zoom account reflects a bill to or sold to address in India, the contracting entity under this Agreement shall be Zoom's affiliate, ZVC India Pvt. Ltd.

33.3 Governing Law; Jurisdiction; and Venue. The laws of the State of California, U.S.A., regardless of conflict of laws principles, govern all matters arising out of or relating to this Agreement, including its interpretation, construction, performance, and enforcement, except that the Federal Arbitration Act governs provisions relating to arbitration. Except as otherwise provided in Section 27, the parties consent to the exclusive jurisdiction and venue of the state courts located in and serving Santa Clara County, California, and the federal courts in the Northern District of California. Notwithstanding the above, you and Zoom agree that this paragraph does not preclude either you or us from initiating any proceedings (including nullity proceedings) before the United States Patent Trial and Appeal Board (PTAB), United States Trademark Trial and Appeal Boards (TTAB), the United States Patent and Trademark Office (PTO), the United States Copyright Office, or any foreign patent, trademark, or copyright office, as long as any such proceeding relates to the validity, enforceability, or unenforceability of any copyright, patent, trademark, or other intellectual property right owned or assigned to either you or Zoom. If you are acting as a consumer under this Agreement and are domiciled in a Member State of the European Union or the European Economic Area, or in the United Kingdom, the foregoing choice of governing law will not deprive you of the protection afforded to you by provisions that cannot be derogated from by agreement by virtue of the Laws applicable to you where you habitually reside.

33.4 Language and Translations. All notices and communications under this Agreement must be provided in the English language. If we provide a translation of the English-language version of this Agreement, then the English-language version of this Agreement controls in the event of conflict or inconsistency.

33.5 Merger; Integration. This Agreement constitutes and embodies the final agreement between you and Zoom and contains the complete and exclusive expression of your and our agreement pertaining to its subject matter. All prior or contemporaneous writings, negotiations, and discussions between you and Zoom regarding the subject matter hereof are expressly merged into and superseded by this Agreement. We expressly object to and do not agree to any terms and conditions presented by you that are in addition to or different from those contained in this



Agreement or an Order Form. You acknowledge that no terms and conditions presented by you that purport to add to, modify, or vary the terms and conditions of this Agreement or an Order Form will be binding on us, including (i) text or information set forth on any purchase order, email correspondence, invoice or invoice process, or preprinted form, or (ii) terms and conditions of any request for proposal, request for bid, request for information, or questionnaire. In entering into this Agreement, neither you nor Zoom has relied upon any statement, representation, warranty, or agreement of the other party except to the extent expressly contained in this Agreement.

33.6 No Agency Relationship. Zoom and you are independent contractors and do not intend to create an express or implied agency relationship by entering into this Agreement, whether arising under federal or state common law of agency.

33.7 No Third-Party Rights or Remedies. This Agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than Zoom and you.

33.8 Notice. We may give notice to you by (i) electronic mail to your email address on record in your account information, (ii) written communication sent by letter delivered by a nationally recognized overnight delivery service, or (iii) first-class postage prepaid mail to your address on record in your account information. You are responsible for ensuring that your email address and property address on record are current. You agree that any notice sent to the then-current email or property address in our systems is adequate and binding notice upon you. You will provide notice to us (such notice is deemed given when received by Zoom) by letter delivered by a nationally recognized overnight delivery service or first-class postage prepaid mail to Zoom at "Attention Legal Dept., Zoom Communications, Inc., 55 Almaden Blvd, San Jose, CA, 95113, Suite 600, USA."

33.9 Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way. You and Zoom intend that any invalid, illegal, or unenforceable portions of this Agreement will be interpreted to provide the greatest effect and intent of the original. If a construction of the invalid, illegal, or unenforceable portion is not possible, the invalid, illegal, or unenforceable portion will be severed from this Agreement and the rest of this Agreement will remain in full force and effect.

33.10 Survival. All sections of this Agreement which, by their nature should survive termination or expiration, will survive, including sections pertaining to confidential information, Zoom's Proprietary Rights, license rights granted by you to Zoom, payment obligations, warranty disclaimers, indemnification, arbitration, and the limitation on liability.

33.11 Waiver. Zoom's failure to exercise any right or enforce any condition or provision under this Agreement does not operate as a current or future waiver. For any waiver to be effective against us, the waiver must be in a writing signed by Zoom's duly authorized representative.



33.12 Interpretation. Any heading, caption, or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular will have the same meanings when used in the plural and vice versa, where appropriate and unless otherwise specified. Any use of the term "e.g." or "including" or variations thereof in this Agreement will be construed as if followed by the phrase "without limitation."

34. DEFINITIONS

The following definitions apply to this Agreement. Service-specific definitions are located in the Zoom [Services Description](#).

"Customer Data" means information provided to Zoom so that Zoom can fulfill the terms of this Agreement and provide access to the Services (e.g., company name, billing address, taxpayer ID number, VAT registration number, contact name and information).

"End User" means a Host or Participant who uses the Services.

"Host" has the meaning given in the Zoom [Services Description](#).

"Initial Subscription Term" means the initial subscription term for a Service as specified in an Order Form.

"Law" means all U.S. or non-U.S. national, regional, state, provincial or local law, statute, rule, regulation, ordinance, administrative ruling, judgment, decree, order, directive, or policy applicable to Zoom's provision of and your use of the Services or Software.

"Meeting" has the meaning in the Zoom [Services Description](#).

"Participant" has the meaning in the Zoom [Services Description](#).

"Phone Host" has the meaning in the Zoom [Service Description](#).

"Proprietary Rights" means any copyright, patent, trade secret, know-how, trademark, servicemark, trade name, rights of publicity, or other intellectual property or proprietary rights.

"Renewal Term" means the renewal subscription term for a Service commencing after the Initial Subscription Term or another Renewal Term as specified in an Order Form.

"Services" means (i) any services described in the [Services Description](#) and made available to you as set forth in an Order Form that references this Agreement, (ii) any free services provided by Zoom to you, in its sole discretion, in connection with this Agreement and whether or not described in the [Services Description](#), (iii) any support services provided by Zoom to you in accordance with our then-current Documentation, an Order Form that references this Agreement, or both, and (iv) the Zoom Website, including any access to or use of the Zoom Web-based Application.

"Taxes and Fees" means all applicable sales, use, environmental or regulatory taxes (including VAT), fees, tariffs, duties (including customs duties), or other charges, surcharges or assessments



of similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the foregoing) levied on or otherwise associated with the provision of the Services to you or your use thereof (exclusive of any income tax imposed on Zoom).

"VAT" means any value added tax, and any other tax of a similar nature, whether imposed in a Member State of the European Union in substitution for, or levied in addition to, such tax, or imposed elsewhere, any Goods and Services Tax, PIS/COFINS, any similar indirect Tax or any Tax analogous thereto imposed in connection with, or otherwise relating to, the Services rendered by Zoom to you.

"Zoom Web-based Application" means Zoom's web client available through the Zoom Website that allows you and End Users to join a Meeting in a web browser without downloading any plugins or software.

"Zoom Website" means Zoom's website located at <https://zoom.us/> or such other website as Zoom may maintain from time to time.

Terms of Service Update Notes:

Updates to Section 10 to clarify Zoom's data usage practices, narrow the scope of Zoom's licenses and clarify that Zoom does not use audio, video or chat Customer Content to train its artificial intelligence models.



ZOOM RESELLER CUSTOMER TERMS OF SERVICE

Effective Date: December 1, 2022

IMPORTANT, READ CAREFULLY: YOUR USE OF AND ACCESS TO THE WEBSITE AND PRODUCTS AND SERVICES AND ASSOCIATED SOFTWARE (COLLECTIVELY, THE "SERVICES") OF ZOOM COMMUNICATIONS, INC. AND ITS AFFILIATES ("ZOOM") IS CONDITIONED UPON YOUR COMPLIANCE AND ACCEPTANCE OF THESE RESELLER CUSTOMER TERMS OF SERVICE, WHICH INCLUDE YOUR AGREEMENT TO ARBITRATE CLAIMS. PLEASE REVIEW THOROUGHLY BEFORE ACCEPTING.

System Requirements . Use of the Services requires one or more compatible devices, Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Services involves hardware, software, and Internet access, Your ability to access and use the Services may be affected by the performance of these factors. High speed Internet access is recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are Your responsibility.

1. DEFINITIONS. The following definitions will apply in this Agreement, and any reference to the singular includes a reference to the plural and vice versa. Service specific definitions are found in the Services Description located at www.zoom.us/services-description.

1.1 "Affiliate" means, with respect to a Party, any entity that directly or indirectly controls, is controlled by or is under common control with that Party. For purposes of this Agreement, "control" means an economic or voting interest of at least fifty percent (50%) or, in the absence of such economic or voting interest, the power to direct or cause the direction of the management and set the policies of such entity.

1.2 "Agreement" means these Zoom Reseller Customer Terms of Service and all content incorporated herein, including but not limited to exhibits, policies, notices, and terms.

1.3 "End User" means a Host or Participant (as defined in the [Services Description](#)) who uses the Services.

1.4 "Initial Subscription Term" means the initial subscription term for a Service as specified in the Reseller Customer Agreement.

1.5 "Laws" means all U.S. or non-U.S. national, regional, state, provincial or local laws, statutes, rules, regulations, ordinances, administrative rulings, judgments, decrees, orders, directives, policies, or treaties applicable to Zoom's provision and Customer's use of the Services.

1.6 "Renewal Term" means the renewal subscription term for a Service commencing after the Initial Subscription Term or another Renewal Term as specified in the Reseller Customer Agreement.



1.7 "Reseller" means a non-Zoom entity authorized by Zoom to resell certain Services, and from/through which You order, obtain, or otherwise gain access to the Services.

1.8 "Service Effective Date" means the date an Initial Subscription Term begins as specified in the Reseller Customer Agreement.

1.9 "Your Data" means information provided to Zoom so that Zoom can fulfill the terms of the Agreement and provide access to the Services (e.g., company name, billing address, taxpayer ID number, VAT registration number, contact name and information). You are solely responsible for the accuracy of Your Data, and Zoom has no liability whatsoever for errors and omissions in Your Data.

2. APPLICABILITY AND SCOPE. This Agreement applies to those customers of a Reseller that have agreed to or otherwise been made aware of this Agreement in connection with ordering the Services from or through such Reseller. For such customers, this Agreement applies with respect to all Services ordered or provided under the Reseller Customer Agreement (as defined below).

3. THE RESELLER CUSTOMER AGREEMENT. On the first occasion that You perform any of the following acts, You thereby enter into a legally-binding contract with the Reseller that shall govern all ordering, acquisition, accessing, and use of Services (the "Reseller Customer Agreement"): (a) entering into an agreement, order, or other document that incorporates this Agreement or otherwise agreeing to or accepting this Agreement; or (b) accessing or using any Services after being notified that this Agreement applies to such Services or to such accessing or use thereof. The Reseller Customer Agreement shall include all terms and conditions between You and Reseller related to the ordering, acquisition, accessing, or use of the Services (including without limitation this Agreement) and all orders of Services entered into or placed by You or on Your behalf, each of which shall be subject to this Agreement. For avoidance of doubt, any transaction, dealing, or relationship between You and the Reseller – and any terms, conditions, documents, materials, or other content agreed to or entered into by, or otherwise applicable to, You and the Reseller – that are unrelated to the Services or the ordering, acquisition, accessing, or use thereof (e.g., Your ordering from Reseller goods or services other than the Zoom Services) (each such transaction, document, etc., an "Extraneous Agreement") shall be outside of the scope of the Reseller Customer Agreement, and this Agreement shall not govern or apply to any such Extraneous Agreement. The individual who agrees to or accepts this Agreement represents and warrants to Zoom and Reseller that he or she has the authority to bind himself or herself, or the entity such individual represents, to the Reseller Customer Agreement and this Agreement. IF SUCH INDIVIDUAL DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE TO THIS AGREEMENT, THEN HE/SHE SHOULD NOT ACCEPT THIS AGREEMENT, ENTER INTO ANY ORDER, OR ORDER, ACCESS, OR USE THE SERVICES OR AUTHORIZE OR PERMIT ANY OTHER PERSON TO DO SO.

4. SERVICES. Zoom will provide the Services, and you may access and use the Services, in accordance with this Agreement and the Reseller Customer Agreement. Zoom will provide



standard updates to the Services that are made generally available by Zoom during the term. Zoom may, in its sole discretion, discontinue the Services or modify the features of the Services from time to time without prior notice

4.1 Beta Services. Any use of beta products or services are governed by separate beta terms and conditions, and beta usage is excluded from this Agreement. Absent a separate beta agreement signed by the parties, the Beta Program – Terms of Use disclosed at <https://explore.zoom.us/en/beta-terms-and-conditions/> apply to Your use of any beta products or services.

4.2 Premier Support. Premier Support Services are available for an additional fee, as determined by Reseller. Your purchase of Premier Support Services is also governed by the Reseller Customer Premier Support Terms of Service available at: <https://explore.zoom.us/en/reseller-customer-premier-support-terms/>

5. USE OF SERVICES AND YOUR RESPONSIBILITIES. You may only use the Services pursuant to the terms of this Agreement. You are solely responsible for Your and Your End Users' use of the Services and shall abide by, and ensure compliance with, all Laws in connection with Your and each End User's use of the Services, including but not limited to Laws related to recording, intellectual property, privacy and export control. Use of the Services is void where prohibited.

5.1 Registration Information. You may be required to provide information about Yourself in order to register for and/or use certain Services. You agree that any such information shall be accurate. You may also be asked to choose a user name and password. You are entirely responsible for maintaining the security of Your user name and password and agree not to disclose such to any third party

5.2 Your Content. You agree that You are solely responsible for the content ("Content") sent or transmitted by You or displayed or uploaded by You in using the Services and for compliance with all Laws pertaining to the Content, including, but not limited to, Laws requiring You to obtain the consent of a third party to use the Content and to provide appropriate notices of third party rights. You represent and warrant that You have the right to upload the Content to Zoom and that such use does not violate or infringe on any rights of any third party. Under no circumstances will Zoom be liable in any way for any (a) Content that is transmitted or viewed while using the Services, (b) errors or omissions in the Content, or (c) any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to Content. Although Zoom is not responsible for any Content, Zoom may delete any Content, at any time without notice to You, if Zoom becomes aware that it violates any provision of this Agreement, or any law. You retain copyright and any other rights You already hold in Content which You submit, post or display on or through, the Services.

5.3 Recordings. You are responsible for compliance with all recording laws. The host can choose to record Zoom meetings and Zoom Webinars. By using the Services, you are giving Zoom consent to store recordings for any or all Zoom meetings or webinars that you join, if such recordings are



stored in our systems. You will receive a notification (visual or otherwise) when recording is enabled. If you do not consent to being recorded, you can choose to leave the meeting or webinar.

5.4 Prohibited Use. You agree that You will not , and will not permit any End User to: (i) modify, customize, disassemble, decompile, prepare derivative works of, create improvements, derive innovations from, reverse engineer or attempt to gain access to any underlying technology of the Services (e.g. any source code, process, data set or database, management tool, development tool, server or hosting site, etc); (ii) knowingly or negligently use the Services in a way that abuses, interferes with, or disrupts Zoom's networks, Your accounts, or the Services; (iii) engage in activity that is illegal, fraudulent, false, or misleading, (iv) transmit through the Services any material that may infringe the intellectual property or other rights of third parties; (v) build or benchmark a competitive product or service, or copy any features, functions or graphics of the Services; or (vi) use the Services to communicate any message or material that is harassing, libelous, threatening, obscene, indecent, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation; (vii) upload or transmit any software, Content or code that does or is intended to harm, disable, destroy or adversely affect performance of the Services in any way or which does or is intended to harm or extract information or data from other hardware, software or networks of Zoom or other users of Services; (viii) engage in any activity or use the Services or Zoom account in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Services, or any servers or networks connected to the Services or Zoom's security systems. (ix) use the Services in violation of any Zoom policy or in a manner that violates applicable law, including but not limited to anti-spam, export control, privacy, and anti-terrorism laws and regulations and laws requiring the consent of subjects of audio and video recordings, and You agree that You are solely responsible for compliance with all such laws and regulations.

5.5 Limitations on Use. You may not reproduce, resell, or distribute the Services or any reports or data generated by the Services for any purpose unless You have been specifically permitted to do so under a separate agreement with Zoom. You may not offer or enable any third parties to use the Services purchased by You, display on any website or otherwise publish the Services or any Content obtained from a Service (other than Content created by You) or otherwise generate income from the Services or use the Services for the development, production or marketing of a service or product substantially similar to the Services.

6. RESPONSIBILITY FOR END USERS. You are responsible for the activities of all End Users who access or use the Services through your account, and you agree to ensure that any such End User will comply with the terms of this Agreement and any Zoom policies. Zoom assumes no responsibility or liability for violations. If You become aware of any violation of this Agreement in connection with use of the Services by any person, please contact Zoom at trust@zoom.us. Zoom may investigate any complaints and violations that come to its attention and may take any (or no)



action that it believes is appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts and/or User profiles. Under no circumstances will Zoom be liable in any way for any data or other content viewed while using the Services, including, but not limited to, any errors or omissions in any such data or content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or content.

7. ZOOM OBLIGATIONS FOR CONTENT. Zoom will maintain reasonable physical and technical safeguards to prevent unauthorized disclosure of or access to Content, in accordance with industry standards. Zoom will notify You if it becomes aware of unauthorized access to Content. Zoom will not access, view or process Content except (a) as provided for in this Agreement and in Zoom's Privacy Statement; (b) as authorized or instructed by You, (c) as required to perform its obligations under this Agreement; or (d) as required by Law. Zoom has no other obligations with respect to Content.

8. ELIGIBILITY. You affirm that You are at least 16 years of age and are otherwise fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. Your access may be terminated without warning if we believe that You are under the age of 16 or are otherwise ineligible.

9. INTENDED USE; RESTRICTION ON USE BY CHILDREN. The Services are intended for business use. You may choose to use the Services for other purposes, subject to the terms and limitations of this Agreement. Zoom is not intended for use by individuals under the age of 16, unless it is through a School Subscriber (as that term is defined in the [Services Description](#)) using Zoom for Education (K-12).

10. PROPRIETARY RIGHTS. Zoom and/or its suppliers, as applicable, retain ownership of all proprietary rights in the Services and in all trade names, trademarks, service marks, logos, and domain names ("Zoom Marks") associated or displayed with the Services. You may not frame or utilize framing techniques to enclose any Zoom Marks, or other proprietary information (including images, text, page layout, or form) of Zoom without express written consent. You may not use any meta tags or any other "hidden text" utilizing Zoom Marks without Zoom's express written consent.

11. CONFIDENTIALITY. Each party agrees to regard and preserve as confidential all non-public information provided by the other party relating to the business, systems, operations, source code, strategic plans, Services, clients, pricing (including, but not limited to, the pricing terms herein), methods, processes, financial data, programs, and/or products of the other party in any form, that are designated as "confidential," or a reasonable person knows or reasonably should understand to be confidential (herein "Confidential Information"). Each party agrees to limit its disclosure of the other party's Confidential Information to as few persons as possible and only to those persons with a need to know that are its, its Affiliates', or its Resellers' personnel and subject to an obligation to keep such information confidential. Except as needed to fulfill either party's respective obligations



under this Agreement, in accordance with the consent or instructions of the disclosing party, or as expressly permitted herein, the receiving party shall not: (i) disclose the disclosing party's Confidential Information to any person, firm, or enterprise without the disclosing party's prior written consent, or (ii) use the disclosing party's Confidential Information for its own benefit, or the benefit of a third party, the Confidential Information of the other party.

a. Exclusions. "Confidential Information" shall not include Content or information that (a) is already rightfully known to a party at the time it is obtained from the other party, free from any obligation to keep such information confidential; (b) is or becomes publicly known or available through no wrongful act of a party; (c) is rightfully received from a third party without restriction and without breach of this Agreement; or (d) is developed by a party without the use of any proprietary, non-public information provided by the other party under the Agreement.

b. Exception. Either party may disclose Confidential Information where required by law, regulation, or court order, provided that the party subject to such law, regulation or court order shall, where permitted, notify the other party of any such use or requirement prior to disclosure in order to afford such other party an opportunity to seek a protective order to prevent or limit disclosure of the information to third parties.

c. Confidentiality Period and Obligations. The confidentiality obligations set forth in this section of the Agreement shall remain in effect for a period of five (5) years from the disclosure of the information. Both parties agree (a) to take reasonable steps to protect the other party's Confidential Information, and these steps must be at least as protective as those the receiving party takes to protect its own Confidential Information, and no less than a reasonable standard of care; (b) to notify the disclosing party promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and (c) in the event of any unauthorized disclosure by a receiving party, to cooperate with the disclosing party to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.

12. COPYRIGHT. You may not post, modify, distribute, or reproduce in any way copyrighted material, trademarks, rights of publicity or other proprietary rights without obtaining the prior written consent of the owner of such proprietary rights. Zoom may deny access to the Services to any User who is alleged to infringe another party's copyright. Without limiting the foregoing, if You believe that Your copyright has been infringed, please notify Zoom as specified [here](#).

13. TERMINATION. If You fail to comply with any provision of this Agreement, Zoom may terminate this Agreement immediately and Zoom, or the applicable Reseller, may retain any fees previously paid by You and no refunds or credits shall be given.

13.1 Effect of Termination. Any terms and conditions of this Agreement that by their nature or otherwise reasonably should survive termination of this Agreement shall survive any termination of this Agreement. Upon any termination of this Agreement, You must cease any further use of the Services and destroy any copies of associated software within Your possession and control. You



will not destroy or attempt to harm any Services or associated software on Zoom's servers or Zoom's network.

14. EXPORT RESTRICTIONS. You acknowledge that the Services, or a portion thereof, are subject to the Export Administration Regulations, 15 C.F.R. Parts 730-774, of the United States and may be subject to other applicable country export control and trade sanctions laws ("Export Control and Sanctions Laws"). Zoom will provide the U.S. export classification(s) applicable to its Services upon request. You and Your End Users may not access, use, export, re-export, divert, transfer or disclose any portion of the Services or any related technical information or materials, directly or indirectly, in violation of Export Control and Sanctions Laws. You represent and warrant that: (i) You and Your End Users (a) are not citizens of, or located within, a country or territory that is subject to U.S. trade sanctions or other significant trade restrictions (including without limitation Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine) and that You and Your End Users will not access or use the Services, or export, re-export, divert, or transfer the Services, in or to such countries or territories; (b) are not persons, or owned 50% or more, individually or in the aggregate by persons, identified on the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List or Foreign Sanctions Evaders Lists; and (c) are not persons on the U.S. Department of Commerce's Denied Persons List, Entity List, or Unverified List, or U.S. Department of State proliferation-related lists; (ii) You and Your End Users located in China, Russia, or Venezuela are not Military End Users and will not put Zoom's Services to a Military End Use, as defined in 15 C.F.R. 744.21; (iii) no Content created or submitted by You or Your End Users is subject to any restriction on disclosure, transfer, download, export or re-export under the Export Control and Sanctions Laws; and (iv) You and Your End Users will not take any action that would constitute a violation of, or be penalized under, U.S. antiboycott laws administered by the U.S. Department of Commerce or the U.S. Department of the Treasury. You are solely responsible for complying with the Export Control and Sanctions Laws and monitoring them for any modifications.

15. NO HIGH RISK USE. The Services are not designed or licensed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems. The Services shall not be used for or in any HIGH RISK environment.

16. INJUNCTIVE RELIEF. You acknowledge that any use of the Services contrary to this Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Services, may cause irreparable injury to Zoom, its Affiliates, Resellers, and suppliers, and under such circumstances Zoom, its Affiliates, Resellers, and suppliers shall be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

17. NO WARRANTIES. YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED "AS IS" AND ZOOM, ITS AFFILIATES, SUPPLIERS AND RESELLERS EXPRESSLY DISCLAIM ALL



WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ZOOM, ITS AFFILIATES, SUPPLIERS AND RESELLERS MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR THAT THE SERVICES WILL MEET ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SERVICES IS AT YOUR SOLE RISK. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU RESULTING FROM THE USE OF THE SERVICES. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SERVICES REMAINS WITH YOU. ZOOM DOES NOT ASSUME ANY RESPONSIBILITY FOR RETENTION OF ANY USER INFORMATION OR COMMUNICATIONS BETWEEN USERS. ZOOM CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SERVICES. USE IS AT YOUR OWN RISK.

18. INDEMNIFICATION. You agree to indemnify, defend and hold harmless Zoom, its Affiliates, officers, directors, employees, consultants, agents, suppliers and Resellers from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from Your use of the Services, Your violation of this Agreement or the infringement or violation by You or any other user of Your account, of any intellectual property or other right of any person or entity or applicable law.

19. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ZOOM, ITS AFFILIATES, SUPPLIERS OR RESELLERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS OR DAMAGE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES OR THE PROVISION OF OR FAILURE TO PROVIDE TECHNICAL OR OTHER SUPPORT SERVICES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE) CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ZOOM, ITS AFFILIATES, SUPPLIERS OR RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, ZOOM'S, ITS AFFILIATES', SUPPLIERS' AND RESELLERS' MAXIMUM CUMULATIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000.00). Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to You.

20. AGREEMENT TO ARBITRATE; WAIVER OF CLASS ACTION. If You are located in the United States, You agree to resolve disputes only on an individual basis, through arbitration pursuant to the provisions of Exhibit B. The parties expressly waive any right to bring any action, lawsuit, or



proceeding as a class or collective action, private attorney general action, or any other proceeding in which any party acts or proposes to act in a representative capacity

21. **PRIVACY AND OTHER POLICIES.** Zoom will collect and/or process personal data pursuant to its [Privacy Statement](#). All policies located at www.zoom.us/legal are incorporated into this Agreement by reference. Further, if You are a business, enterprise or education account owner and Your use of the Services requires Zoom to process Your End Users' personal data under a data processing agreement, Zoom shall process such personal data subject to Zoom's [Global Data Processing Addendum](#). Additionally, You understand and agree that Zoom may contact You via e-mail or otherwise with information relevant to Your use of the Services, regardless of whether You have opted out of receiving marketing communications or notices.

22. **US STATE LAW PRIVACY ADDENDUM.** If You (i) are a "business" and we process "personal information" (as those terms are defined by the California Consumer Privacy Act of 2018, as amended) on Your behalf, or (ii) are a "controller" and we process "personal data" (as those terms are defined by other applicable US state data privacy Laws) on Your behalf, or (iii) meet both criteria set out in (i) and (ii), then the Zoom [US State Law Privacy Addendum](#) is incorporated herein by reference and shall apply to Your access to and use of the Services.

23. MISCELLANEOUS.

23.1 **Choice of Law and Forum:** This Agreement shall be governed by and construed under the laws of the State of California, U.S.A., as applied to agreements entered into and to be performed in California by California residents. Except as provided in Exhibit A, the parties consent to the exclusive jurisdiction and venue of the state courts located in and serving Santa Clara County, California and the federal courts in the Northern District of California.

23.2 **Waiver and Severability:** Failure by either party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect.

23.3 **General Provisions:** This Agreement embodies the entire understanding and agreement between the Parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the Parties respecting such subject matter, except for the Reseller Customer Agreement. Zoom may elect to change or supplement the terms of this Agreement from time to time at its sole discretion. Zoom will exercise commercially reasonable business efforts to provide notice to You of any material changes to this Agreement. Within ten (10) business days of posting changes to this Agreement (or ten (10) business days from the date of notice, if such is provided), they will be binding on You. If You do not agree with the changes, You should discontinue using the Services. If You continue using the Services after such



ten-business-day period, You will be deemed to have accepted the changes to the terms of this Agreement. In order to participate in certain Services, You may be notified that You are required to download software and/or agree to additional terms and conditions. Unless expressly set forth in such additional terms and conditions, those additional terms are hereby incorporated into this Agreement. This Agreement has been prepared in the English Language and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes.

Exhibit A

Binding Arbitration

This Exhibit A to the Agreement describes the further provisions which apply to the Binding Arbitration and Class Action Waiver.

Disputes. A dispute is any controversy between You and Zoom concerning the Services, any software related to the Services, Your account, Zoom's advertising, marketing, or communications, or any term of this Agreement, under any legal theory including contract, warranty, tort, statute, or regulation, except disputes relating to the enforcement or validity of Your or Zoom's intellectual property rights. As part of the best efforts process to resolve disputes, and prior to initiating arbitration proceedings, each party agrees to provide notice of the dispute to the other party, including a description of the dispute, what efforts have been made to resolve it, and what the disputing party is requesting as resolution, to legal@zoom.us.

Small Claims Court Available. You may initiate an action in your local Small Claims Court if You meets the court's requirements. However, if such a claim is transferred, removed or appealed to a different court, Zoom reserves the right to require arbitration.

Arbitration Procedure. Disputes not resolved pursuant to Section A or B shall be resolved through arbitration. The American Arbitration Association ("AAA") will conduct any arbitration under its Commercial Arbitration Rules. For more information, see www.adr.org. Arbitration hearings will take place in the federal judicial district of Your primary business location. A single arbitrator will be appointed. The arbitrator must: (a) follow all applicable substantive Law; (b) follow applicable statutes of limitations; (c) honor valid claims of privilege; (d) issue a written decision including the reasons for the award. The arbitrator may award damages, declaratory or injunctive relief, and costs (including reasonable attorneys' fees). Any arbitration award may be enforced (such as through a judgment) in any court with jurisdiction. Under AAA Rules, the arbitrator rules on his or her own jurisdiction, including the arbitrability of any claim; however, a court has exclusive authority to enforce the prohibition on arbitration on a class-wide basis or in a representative capacity.



Arbitration Fees. If You are unable to afford the arbitration costs, Zoom will advance those costs to You, subject to the arbitrator's determination if costs should be reimbursed to Zoom if Zoom prevails. For disputes involving more than \$75,000, the AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.

Conflict with AAA Rules. This Agreement governs if there is a conflict with the AAA's Commercial Arbitration Rules.

Requirement to File Within One Year. Notwithstanding any other statute of limitations, a claim or dispute under this Agreement must be filed in Small Claims Court or noticed for arbitration within one year of when it could first be filed, or such claim will be permanently barred.

Severability. If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then those parts will not be arbitrated but will be resolved in court, with the balance resolved through arbitration. If any provision of this Exhibit A is found to be illegal or unenforceable, then that provision will be severed; however, the remaining provisions shall still apply and shall be interpreted to as nearly as possible achieve the original intent of this Exhibit, inclusive of the severed provision.