

## Website Terms & Conditions

Last updated: June 27, 2019

### 1. Terms of Use

Access to and use of [www.zingbox.com](http://www.zingbox.com) is provided by Zingbox on the terms and conditions set out below. By accessing and using the Website, you will be bound by these terms. Please note that these terms are subject to change from time to time, so should be checked regularly. Continued use of this Website will be deemed acceptance of the updated or amended terms and conditions.

### 2. Use of the Website

You acknowledge that you shall use the Website only for lawful purposes, for your own personal or internal business use.

### 3. Copyright

All copyright, trademarks, design rights, patents and other intellectual property rights on this Website are vested in the Company or its licensors. All copyright notices in any original materials must be retained.

Except for information related to your personal data (e.g. information provided in contact forms), you grant Zingbox a worldwide, non-exclusive, royalty free license to use, copy, reproduce, process, modify, publish, transmit and display any content that you submit on the Website for any purposes.

This Website may not be modified, disassembled, decompiled or reverse engineered in any way. No part of the Website may be reproduced without our express permission.

### 4. Availability

While we strive to ensure that the availability of the Website remains high and maintain the continuity of the Website, the internet is not always a stable environment and we shall not be liable if, for whatever reason, the Website is unavailable at any time. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control. We shall not be held liable for any failure to provide or delay in us providing a service through this Website resulting from any occurrence beyond our reasonable control including (without limitation) strikes, breakdown of systems or network access, fire, explosion or accident failure of any third-party telecommunications or service provider.

### 5. Permitted use

We hereby grant you permission to access and use our website, subject to the following conditions:

- i. Not to distribute any part or parts of the Website, including but not limited to any website content, in any medium without our prior authorization;
- ii. Not to alter or modify any part of the Website;
- iii. Not to disable or interfere with any security related features of the Website;

- iv. Not to use Website in any way that is, or may be impacting user access to this Website;
- v. Not use, the Website for any purpose that is unlawful, defamatory, harassing, abusive, fraudulent or obscene way or in any other inappropriate

Any breach of the above-mentioned conditions shall constitute a breach of the Website Terms & Conditions

## **6. Breach of Website Terms & Conditions**

If we consider that you have breached any of these Website acceptable use terms, we may take such action that we consider appropriate including, but not to be limited to:

- i. Issue a warning to you.
- ii. Legal proceedings against you for reimbursement of all costs on an indemnity basis resulting from the breach.
- iii. If you are a registered user immediate, temporary or permanent withdrawal of your right to use our site.
- iv. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of these Website acceptable use terms. The responses described above are not limited, and we may take any other action we reasonably deem appropriate.

## **7. Disclaimers**

Your access to and use of the Website is at your own risk. The Website is provided on an 'as-is' basis. Zingbox makes no warranties, representations or undertakings about any of the content of this Website. Where appropriate, your statutory rights are not affected by these terms. In particular, Zingbox takes all necessary measures to protect our users from any malware or bugs or other items of a destructive nature however Zingbox cannot warrant that this Website is free of malware or bugs and other items of a destructive nature. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy requirements for the accuracy and security of the data input and output.

Zingbox shall not be liable for damages, losses (whether direct, indirect or consequential), expenses, liabilities, loss of profits or costs resulting from the use of, access to, or reliance upon the information given by its employees, agents or subcontractors in relation to, contained in or available through, its Website.

## **8. Links to and from Other Websites**

In all cases where our website contains links to other websites and resources provided by third parties, these links are provided for your information only and do not represent an endorsement. We have no control over the contents of those websites or resources and, as such, make no warranties or assertions as to their content, nor does Zingbox have any liability in connection with any of them (including,

but not limited to, liability arising out of any allegation that the content of any third-party site infringes any law or the rights of any person or is obscene, defamatory or scandalous).

#### **9. Personal data**

Zingbox will be processing your personal data according to the General Data Protection Regulation (“GDPR”) and additional data protection laws. To find out more about how we use your personal data you can access our website Privacy Policy here: [http://go.zingbox.com/rs/562-ZPO-907/images/Website\\_Privacy\\_Policy.pdf](http://go.zingbox.com/rs/562-ZPO-907/images/Website_Privacy_Policy.pdf)

#### **10. Law and Jurisdiction**

This agreement and any dispute arising out of it will be governed by United States law. Any dispute or claim arising out of or in connection with this agreement or its formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of United States.

#### **11. Contact Us**

You can contact us at:

Zingbox

465 Fairchild Drive, Ste. 207

Mountain View, CA 94043

United States

[info@zingbox.com](mailto:info@zingbox.com)

(650) 422-3624