

**Sangoma Meet
Terms of Service
Updated April 30, 2020**

These Terms of Service are entered into by between and Sangoma US Inc. and its Affiliates (collectively “Sangoma”), with a mailing address of 445 Jan Davis Drive, Huntsville, Alabama 35806, and the entity or individual utilizing Sangoma Meet (“Customer”, also referred to as “you” and “your”).

Sangoma provides a browser based, stateless video conferencing service that Customer can use to virtually meet with others- either by video or audio-only or both, via its website <https://www.sangoma.com/meet> (“Sangoma Meet”).

Sangoma provides Sangoma Meet subject to the terms and conditions contained in these Terms of Service. To eligible to use Sangoma Meet you must review and accept the Terms of Service by clicking on the “I Accept” button or other mechanism provided. By accepting you certify you have read and understand these Terms of Service, that all information submitted by you is complete, true, accurate, and not misleading, and that you are duly authorized to bind your organization (if applicable) to these Terms of Service. Your usage of Sangoma Meet and/or your click acceptance of these Terms of Service indicate your consent to these Terms of Service. Do not use Sangoma Meet if you do not agree to these Terms of Service.

Use of the Sangoma Meet requires one or more compatible devices, Internet access, and may require obtaining updates or upgrades from time to time. Because use of the Sangoma Meet involves hardware, software, and Internet access, your ability to access and use Sangoma Meet 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.

- 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 these Terms of Service, “control” means an economic or voting interest of at least fifty one percent (51%) 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. “Customer Data” means data stored in your browser which was created via your usage of Sangoma Meet.
 - 1.3. “Documentation” means these Terms of Service, the Sangoma website <https://www.sangoma.com/meet>, <https://www.sangoma.com>, and <https://wiki.freepbx.org/display/MEET/Sangoma+Meet>.
 - 1.4. “End User” means a Host or Participant who uses Sangoma Meet.
 - 1.5. “Host” means an individual to whom Customer assigns the right to host Meetings.
 - 1.6. “Meeting” means a Sangoma Meet Video meeting.
 - 1.7. “Participant” means an individual, other than the Host, who accesses or uses the Services as part of a Meeting.
 - 1.8. “Privacy Policy” means the Sangoma privacy policy available at www.sangoma.com/legal .
 - 1.10 “Trademark Policy” means the Sangoma trademark policy available at www.sangoma.com/legal .
 - 1.11 “We”, “us,” and “you” In these Terms of Service “we” and “us” shall refer to Sangoma and “you” shall refer to Customer.
2. Provision of Sangoma Meet. You may only use Sangoma Meet pursuant to these Terms of Service. You are solely responsible for Your and Your End Users’ use of Sangoma Meet and shall abide by, and ensure compliance with, all laws in connection with Your and each End User’s use of Sangoma Meet, including but not limited to laws related to recording, intellectual property, privacy, and export control. Use of the Sangoma Meet is void where prohibited.

Sangoma may, in its sole discretion, at any time, with or without notice, and without any obligation or liability to You or any third party, suspend, terminate, limit, change, modify, downgrade, or update Sangoma Meet (in whole or in part), including without limitation any feature, functionality, integration, or component thereof. You agree that you will promptly install all upgrades, bug fixes, patches, and other corrections relating to Sangoma Meet made available by Sangoma. Sangoma Meet is provided free of charge. Sangoma reserves the right to charge a fee moving forward by updating these Terms of Service as detailed in Section 19.4. Information on features and functionality offered as part of Sangoma Meet can be found on the Documentation.

3. **Registration Information.** You may be required to provide information about Yourself in order to register for and/or use Sangoma Meet. You agree that any such information shall be accurate. You may also be asked to choose a username and password. You are entirely responsible for maintaining the security of Your username and password and agree not to disclose such to any third party.
4. **Your Content.** You agree that You are solely responsible for the content ("Content") sent or transmitted by You or displayed or uploaded by You while using the Sangoma Meet 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 Sangoma Meet and that such use does not violate or infringe on any rights of any third party. Under no circumstances will Sangoma be liable in any way for the following: (a) Content that is transmitted or viewed while using Sangoma Meet, (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. You retain copyright and any other rights You already hold in Content which You submit, post or display on or through, Sangoma Meet.
5. **Recordings.** You are responsible for compliance with all recording laws. The Host can choose to record utilizing Sangoma Meet by streaming to YouTube. If you are recording the meeting you must ensure End Users are aware of and consent to the recording. You are also responsible for setting your privacy settings on YouTube appropriately to avoid broadcasting meetings which were intended to be limited to a subset. If you do not consent to being recorded, you can choose to leave the meeting. Sangoma does not monitor, access, use, or store recordings.
6. **Prohibited Use.** You agree that You will not use, and will not permit any End User to use, Sangoma Meet to: (1) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the Sangoma Meet except to the extent required by any applicable open source licenses ; (2) knowingly or negligently use Sangoma Meet in a way that abuses, interferes with, or disrupts Sangoma Meet; (3) engage in activity that is illegal, fraudulent, false, or misleading; (4) transmit through Sangoma Meet any material that may infringe the intellectual property or other rights of third parties; (5) use Sangoma Meet 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; (6) upload or transmit any software, Content or code that does or is intended to harm, disable, destroy or adversely affect performance of Sangoma Meet in any way or which does or is intended to harm or extract information or data from other hardware, software or networks of Sangoma or other users of Sangoma Meet; (7) engage in any activity or use Sangoma Meet in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt Sangoma Meet; or (8) use Sangoma Meet in violation of any Sangoma 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.
7. **Maintenance and Support.** Sangoma may from time to time suspend Sangoma Meet for routine maintenance and emergency maintenance with or without advance notice. As Sangoma Meet is a free service, the only support Sangoma provides is monitoring and periodically responding to questions on publicly available support forums. Sangoma is under no obligation to respond to every question on the forums or respond within a certain time frame. For additional information view <https://wiki.freepbx.org/display/MEET/Meet+FAQ#MeetFAQ-Wheredolaskforsupportorleavefeedback?> . Sangoma Meet is provided as-is and Sangoma makes no commitment or guarantee, and shall have no obligation, pertaining to availability, uptime, performance, reliability, functionality, features, or other operation of Sangoma Meet, including without limitation any integration or other feature of Sangoma Meet designed to interoperate with any third-party offering. You acknowledge and agree that Sangoma Meet will not be uninterrupted, error-free, or available 100% of the time.

8. Limitations on Use. You may not reproduce, resell, or distribute Sangoma Meet for any purpose unless You have been specifically permitted to do so under a separate written and signed agreement with Sangoma.
9. Responsibility for End Users. You are responsible for the activities of all End Users who access or use Sangoma Meet through your account and you agree to ensure that any such End User will comply with these Terms of Service and any Sangoma policies. Sangoma assumes no responsibility or liability for violations. Under no circumstances will Sangoma be liable in any way for any data or other content viewed while using Sangoma Meet, 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.
10. Sangoma Obligations for Content and Privacy. Sangoma will maintain reasonable physical and technical safeguards to prevent unauthorized disclosure of or access to Content, in accordance with industry standards and as detailed in [Sangoma's Privacy Policy](#). Sangoma will notify You if it becomes aware of unauthorized access to Content. Sangoma will not access, view or process Content except: (a) as provided for in these Terms of Service and in [Sangoma's Privacy Policy](#); (b) as authorized or instructed by You; (c) as required to perform its obligations under these Terms of Service; or (d) as required by Law. Sangoma has no other obligations with respect to Content. When you use Sangoma Meet some data will be disclosed to the Host and other Participants, for example your name may appear in the attendee list and if you turn on your video camera your image will be shown. If you send a chat or share Content, that can be viewed by others in the chat or meeting. Sangoma does not store Content and all data pertaining to your usage of Sangoma Meet is collected in aggregate and anonymized form only. For example, Sangoma collects data regarding your anonymous browsing of <https://www.sangoma.com/meet> via Google Analytics as set out in the Privacy Policy. You can require a password for Participants to join your meeting and Sangoma heavily recommends that you utilize the password feature.
11. Eligibility to Use Sangoma Meet. You affirm that You are of legal age and are otherwise fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. Although we cannot absolutely control whether minors gain unauthorized access to Sangoma Meet, access may be terminated without warning if we believe that You are underage or otherwise ineligible.
12. Term and Termination. These Terms of Service are valid until terminated by either party. As Sangoma Meet is a free service, Sangoma may terminate at any time, with or without notice. You may terminate by simply ceasing usage and clearing your browser history and cookies. If at any time You are dissatisfied with Sangoma Meet, Your sole remedy is to cease using Sangoma Meet.
13. Proprietary Rights and DMCA. Sangoma retains ownership of all proprietary rights in Sangoma Meet, domain names associated with Sangoma Meet, and in all trade names, trademarks, service marks, logos, associated or displayed with Sangoma Meet. You agree, at all times, to abide by Sangoma's [Trademark Policy](#), the terms of which are incorporated herein by reference. 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. Sangoma may deny access to Sangoma Meet 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 Sangoma as specified below.

DMCA

Background:

Sangoma has adopted the following policy toward copyright infringement in accordance with the Digital Millennium Copyright Act (the "DMCA"). For further information about the DMCA please visit the Web site of the U.S. Copyright Office at: <http://www.copyright.gov/onlinesp>. This section describes how to provide a Notice of Copyright Infringement to Sangoma and what to do if any material you have provided becomes the subject of such a notice.

Before providing either a Notice of Infringing Material or a Counter-Notification, you may wish to contact a lawyer to better understand your rights and obligations under the DMCA and other laws. The following notice requirements are intended to comply with Sangoma's rights and obligations under the DMCA and do not constitute legal advice.

We may publicly document notices of alleged infringement on which we act. Copies of Notices of Infringing Material and Counter-Notifications may be sent to one or more third parties who may then make those documents available to the public. Please be advised that you may be liable for damages if you materially misrepresent that a post, product, or activity is infringing on your copyrights.

Sangoma's designated Copyright Agent to receive written Notices of Infringing Material and Counter-Notifications is:

Michelle Fleming
445 Jan Davis Drive
Huntsville, Alabama 35806
mflaming@sangoma.com
256-428-6000

How to Report Copyright Infringement:

If you believe that material residing on or accessible through Sangoma Meet infringes a copyright, please send a written Notice of Copyright Infringement containing the following information to Sangoma's Copyright Agent. Failure to provide any of the below information in writing means the notification is not effective:

- 1) Your physical or electronic signature;
- 2) Identification of the copyrighted work or works claimed to have been infringed;
- 3) Identification of the material that is claimed to be infringing that copyrighted work, and URLs or similar information sufficient to permit us to locate that material;
- 4) The following information to permit Sangoma's DMCA Copyright Agent to contact you: your complete mailing address, telephone number, and email address;
- 5) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- 6) A statement that the information in the notification is accurate and under penalty of perjury, that you are the owner, or are authorized to act on behalf of the owner of the copyright that is allegedly infringed.

Upon Notification to the Designated Copyright Agent:

It is our policy:

- 1) To remove or disable access to the infringing material;
- 2) To make a good faith effort to notify the content provider or user that we have removed or disabled access to the infringing material;
- 3) In appropriate circumstances with respect to repeat offenders to both remove the infringing material from the Sangoma Meet or disable access and to also terminate such offender's access to Sangoma Meet.

How to provide a Counter-Notification:

If your material was removed or access to the material was disabled as a result of a Notice of Copyright Infringement and you believe you have the right to post and use such material from the copyright owner, the copyright's agent, or pursuant to the law, you must send a written Counter-Notice to our Designated Copyright Agent with the below information. Failure to provide any of the below information in writing means the notification is not effective:

- 1) Your physical or electronic signature;
- 2) Identification of the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled;
- 3) The following information to permit Sangoma's DMCA Copyright Agent to contact you: your complete mailing address, telephone number, and email address;
- 4) A statement that you believe the material was removed or disabled as a result of mistake or misidentification of the material; and
- 5) A statement that you consent to the jurisdiction of the Federal District Court in which your address is located, or if your address is outside the United States, in any judicial district in which Sangoma is located and that you will accept service of process from the person who provided Sangoma notification of the alleged infringement.

Upon Receipt of the Counter-Notification

If a Counter-Notification is received by the Designated Copyright Agent Sangoma shall send a copy of the Counter-Notification to the original complaining party and inform such party that we shall replace or restore access to the material within no less than ten (10) but no more than fourteen (14) business days unless the copyright owner files an action seeking a court order against the content provider or user seeking to restrain the content provider or user from restoring the material.

14. **Export Restrictions.** You acknowledge that Sangoma Meet, or portions thereof may be subject to the export control laws of the United States and other applicable country export control and trade sanctions laws, more information on which can be found at <http://www.bis.doc.gov/complianceand enforcement/liststocheck.htm> and treasury.gov/resource-center/sanctions/Programs/Pages/ukraine.aspx ("Export Control and Sanctions Laws"). You and your End Users may not access, use, export, re-export, divert, transfer or disclose any portion of Sangoma Meet or any related technical information or materials, directly or indirectly, in violation of any applicable export control or trade sanctions law or regulation. You represent and warrant that (i) You and your End Users 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 Province of Crimea) and that you and your End Users will not access or use Sangoma Meet, or export, re-export, divert, or transfer Sangoma Meet, in or to such countries or territories; (ii) You and your End Users are not identified on any U.S. government restricted party lists (including without limitation the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons and Foreign Sanctions Evaders List, the U.S. Department of Commerce's Denied Parties List, Entity List, and Unverified List, and the U.S. Department of State proliferation-related lists); and (iii) that 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 Laws. You are solely responsible for complying with the Export Control Laws.
15. **No High Risk Use and No E911 Use.** Sangoma Meet is 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. Sangoma Meet shall not be used for or in any high risk environment. You also acknowledge and understand that Sangoma does not currently allow you to access any 911 or similar emergency services (no traditional 911, E911, or similar access to emergency services) through Sangoma Meet. Sangoma Meet is not intended to replace any primary phone service, such as a traditional landline or mobile phone, that may be used to contact emergency services. Sangoma Meet must not be used to dial 911 or similar emergency services.
16. **NO WARRANTIES. YOU UNDERSTAND AND AGREE THAT SANGOMA MEET AND THE DOCUMENTATION IS PROVIDED "AS IS" AND SANGOMA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SANGOMA MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF SANGOMA MEET, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH SANGOMA MEET OR THE DOCUMENTATION OR THAT SANGOMA MEET WILL MEET ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF SANGOMA MEET IS AT YOUR SOLE RISK. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF SANGOMA MEET REMAINS WITH YOU. SANGOMA DOES NOT ASSUME ANY RESPONSIBILITY FOR RETENTION OF ANY USER INFORMATION OR COMMUNICATIONS BETWEEN USERS. SANGOMA MEET DOES NOT AND IS NOT INTENDED TO SUPPORT OR CARRY EMERGENCY CALLS TO ANY EMERGENCY SERVICES. EMERGENCY SERVICES IS DEFINED AS SERVICES THAT ALLOW A USER TO CONNECT WITH EMERGENCY SERVICES PERSONNEL OR PUBLIC SAFETY ANSWERING POINTS SUCH AS 911 OR E911 SERVICES. SANGOMA MEET SHALL NOT BE HELD LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER FORM OF LIABILITY FOR ANY CLAIM, DAMAGE, OR LOSS (AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION), ARISING FROM OR RELATING TO YOUR INABILITY TO USE SANGOMA MEET TO CONTACT ANY EMERGENCY SERVICES, OR YOUR FAILURE TO MAKE ADDITIONAL ARRANGEMENTS TO ACCESS EMERGENCY SERVICES.**

17. Indemnification. You agree to indemnify, defend and hold harmless Sangoma from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from Your use of Sangoma Meet, 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.
18. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SANGOMA BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT, ARISING OUT OF THE USE OF OR INABILITY TO USE SANGOMA MEET, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE) CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF SANGOMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, SANGOMA'S MAXIMUM CUMULATIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR SANGOMA MEET (IF ANY) IN THE TWELVE (12) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIMS. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to You.
19. Miscellaneous
- 19.1 Choice of Law and Forum. These Terms of Service shall be governed by and construed under the laws of the State of Alabama and all disputes arising out of or related to this Agreement shall be submitted to the exclusive jurisdiction of the courts of competent jurisdiction located in Madison County, Alabama. Both parties irrevocably consent to personal jurisdiction as detailed in this section and waive all objections to this venue. This section shall be construed without giving effect to any conflict of law provision or rule.
- 19.2 Waiver and Severability. If any provision of this Agreement is unenforceable under applicable law, that provision is automatically severed, and the remaining provisions of this Agreement will be unimpaired and remain in full force and effect. No failure of delay on the part of any party in exercising any right or remedy provided in these Terms of Service will operate as a waiver thereof; nor will any single or partial exercise of or failure to exercise any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy provided herein or at law or in equity. Except as expressly provided herein, no remedy specified in these Terms of Service is intended to be exclusive of any other remedy, and each and every remedy will be cumulative and in addition to every other right or remedy provided herein or available at law or in equity.
- 19.3 Entire Agreement. These Terms of Service constitutes the entire understanding and agreement between the parties related to the subject matter hereof and shall supersede and/or replace any and all prior or contemporaneous oral and written communications including but not limited to the terms of any purchase orders with conflicting or supplementary language. These Terms of Service have been prepared in the English language and such version shall be controlling in all respects and any non-English version of these Terms of Service is solely for accommodation purposes.
- 19.4 Amendments. Sangoma may elect to change or supplement Terms of Service from time to time at its sole discretion by posting updated terms on www.sangoma.com/legal and updating the date on the first page of these Terms of Service. Within five (5) business days of posting changes to these Terms of Service, they will be binding on You. If You do not agree with the changes, You should discontinue using Sangoma Meet. If You continue using Sangoma Meet after such five-business-day period, You will be deemed to have accepted the changes to these Terms of Service.
- 19.5 Open Source Software. Sangoma Meet is based on Jitsi Meet open source software which is subject to the [Apache License version 2.0](#).
- 19.6 Drafting. Both parties have had sufficient time to consult their counsel (if desired) and both parties understand and agree to all of the terms contained herein, so these Terms of Service shall be fairly interpreted in accordance with its terms without any presumption or strict construction in favor or, or against, either party arising from the identity of the drafter.

19.7 Headings. The headings of the sections, subsections, and paragraphs of these Terms of Service are inserted for convenient reference only and are not intended to be part of or to affect the meaning or interpretation of these Terms of Service.

19.8 Assignment. The Customer may not assign these Terms of Service, in whole or in part, including without limitation by operation of law, without Sangoma's prior written consent. Any attempt to assign these Terms of Service without such consent will be null and void. Sangoma may assign these Terms of Service without the Customer's consent. Subject to the foregoing, these Terms of Service will bind and inure to the benefit of each party's permitted successors and assigns.

19.9 Order of Precedence. In the event of a conflict, these Terms of Service supersede and take precedence over the Documentation and any other terms.