TERMS OF USE
for
AT&T OFFICE@HAND SERVICE

CUSTOMER AGREES TO PRINT, DISPLAY OR TAKE OTHER COMMERCIALLY REASONABLE MEASURES TO PROVIDE NOTICE OF THE TERMS OF USE TO USERS.

Use of AT&T Office@Hand service (“AT&T Office@Hand” or “Service”) is subject to these Terms of Use (“Terms of Use”). As used in the Terms of Use, “Customer” is the entity that has entered into an agreement (“Customer Agreement”) with AT&T to purchase AT&T Office@Hand Service. A “User” is anyone who uses or accesses the Service provided to Customer. Use of the Service by Users is subject to the Customer Agreement. Except where the Customer Agreement states otherwise, the disclaimers, limitation of liability, and limitations or exclusions of damages included in the Customer Agreement apply to limit AT&T’s liability to any User. AT&T may suspend or terminate availability of the Service to a User for noncompliance with the Terms of Use.

USE OF THE SERVICE BY A USER IS THE USER’S ACKNOWLEDGMENT AND AGREEMENT TO THE TERMS OF USE.

1. IMPORTANT 911 DISCLOSURES: Use of the Service is subject to important disclosures relating to the availability (or non-availability) of 911 emergency calling.

   a. 911 Calling Limitations: Emergency calling (911) may not always be available to Users of the Service. Examples include if: a User’s equipment is relocated; 911 is dialed from a location other than the Registered Location; a Registered Location is not updated in a timely manner; an underlying broadband or WAN connection, or data service is terminated, disrupted or impaired; electrical or battery power is lost to a device or data connection used to access the Service; or Customer or User use originates from outside the United States. As used in the Terms of Use, a Registered Location is the street address, floor location, city, or similar geographic location information that the User (or the Customer on behalf of the User) supplies to AT&T as the location where Office@Hand Service is used by a User. The Registered Location is used by 911 public safety agencies to identify the location of a User for emergency purposes.

   b. Enabled 911 Devices: Emergency calls (911) placed using the Service are supported only using IP desk phones or softphones on desktop computers. For 911 location purposes, the most recent Registered Location registered by or for User will be delivered to the public safety entity. Because neither AT&T nor the public safety entity can determine the location of the caller location, as a requirement for use of the Service, Customer and Users are required to update the Registered Location each time the location changes. Users are required to update their location in the User portal or by contacting their Customer system administrator.

   c. 911 Calls from Mobile Devices: Users that have installed the Office@Hand mobile application on a mobile device will not use the Service to route emergency/911 calls. If a User makes a 911 call from a mobile device that has installed an Office@Hand application, the call will be routed to the native dialer on the User mobile device and completed by the applicable wireless voice or Wi-Fi data service for the device.
2. **RESTRICTIONS AND LIMITATIONS ON USE:** Important restrictions and limitations apply to use of the Service.

a. AT&T Office@Hand Service is designed for individual business-related use only. Customer and Users may not use the Service:

i. in excess of expected of normal business use, which will be determined by AT&T at its reasonable discretion;

ii. in a way that interferes with, disrupts, prevents or restricts other AT&T customers’ or Users use of the Service or another AT&T service;

iii. in a way that interferes with or disrupts networks or systems used by AT&T for the Service or another AT&T service; or

iv. to bypass, exploit, or otherwise avoid compliance with the Customer Agreement or applicable law.

b. In connection with use of the Service, Customer and Users may not:

i. copy, modify, create derivative works, translate, reverse engineer, decompile, disassemble, hack, or attempt any of these acts in relation to the Service or any software downloaded, or hardware provided in conjunction with the Service;

ii. defeat, disable, or circumvent any security mechanism (or attempt to do so) associated with the Service;

iii. intercept, capture, monitor, modify, emulate, decrypt, or redirect any communication or data transmitted by the Service, including without limitation by causing any AT&T service to connect to any computer server or other device not authorized by AT&T or in any manner not authorized in advance in writing by AT&T;

iv. permit or authorize a third party not authorized by AT&T to use or execute any software commands that facilitate the maintenance or repair of any software or hardware that is part of the Service;

v. gain access to, use, or attempt to gain access or use any device, system, network, account, or plan related to the Service in an unauthorized manner;

vi. autodial, send automated queries to any website, or send any unsolicited commercial email or facsimiles, or use the Service to violate regulations intended to prevent unsolicited calls, messages (e.g., in violation of the Telephone Consumer Protection Act of 1991);

vii. engage in or allow forwarding or trunking of Customer or its User telephone numbers to another telephone number or system for the purpose of multiple simultaneous calls, for call center activities, or similar activities that forward telephone numbers to a private branch exchange or a key system;

viii. engage in or allow traffic pumping or access stimulation; or
ix. without written permission from AT&T, resell, rent, lend, lease, distribute the Service or O@H Software (including on a “service bureau” basis), or otherwise provide third parties with access or grant third parties rights to the Service or the O@H Software.

3. SERVICE SPECIFIC PROVISIONS:

a. **Software and Purchased Equipment.** The Service may be sold in conjunction with or may be enabled by software or Purchased Equipment made available by AT&T to Customer or Users.

b. **Software.** Subject to the Restrictions on Use in the section that follows, software downloaded or made available by AT&T for download and use by Customer or User as part of the Service (“O@H Software”) is licensed and not sold and is provided solely for use with the Service in accordance with the Terms of Use. O@H Software is licensed on an individual, revocable, non-exclusive, non-transferable, right to install basis only for use only on device(s) owned by Customer or Users to access and use the Service solely for business use in accordance with the Terms of Use and the Customer Agreement. Except for the limited licensed right to use (as described and restricted in the Terms of Use) during the term of the Customer Agreement, Customer and Users are granted no other intellectual property rights to O@H Software or the Service.

c. **Restrictions on Use.** Users may not (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, reduce to human-readable form, or decrypt O@H Software; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from O@H Software; or (c) remove, alter or obscure any proprietary notice from the Service or O@H Software (including any notice of copyright or trademark) of AT&T or its suppliers or licensors.

d. **Third Party Software Notice.** The Service and O@H Software may incorporate or utilize software provided by third parties that is subject to open source and third-party license terms (“Third-Party Software”). Open source license terms associated with Third Party Software, and any applicable acknowledgements, license terms and disclaimers contained therein (“Third-Party Software Notices”) are found in the "About" section of the O@H Software. In the event of a conflict between the terms of this Customer Agreement or the Terms of Use and the terms of the Third-Party Software Notices, the Third-Party Software Notices control with regard to the use of the Third-Party Software.

e. **Patching.** Customer or User will install required or automated updates, modifications, and/or reinstallations of the O@H Software as required by AT&T or its suppliers.

f. **Equipment.** Purchased Equipment sold by AT&T for use by Customer or User as part of the Service is provided only for use with the Service.

g. **Excluded Features.** Certain features offered with the Service are not encrypted and as a result do not satisfy HIPPA and other security requirements where encryption is required (“Excluded Features”). Excluded Features available for use with the Service are SMS text messaging, MMS and attachments to e-mails. By using Excluded Features, Customer and Users agree to the limitations applicable.
h. **Acceptable Use Policy.** The Service and use of the Service is subject to the AT&T Acceptable Use Policy, which is published at https://www.att.com/legal/terms.aup.html or at such other web locations as AT&T designates.

i. **Availability.** Voice calling using the Service is not available in all areas and is subject to transmission, terrain, system, capacity and other limitations. If the Service is used to place a call from a location outside the United States to a telephone number in the United States, that call may be blocked or be subject to international data roaming usage charges under the User’s applicable wireless service plan.

j. **Rates and Usage.** Voice, data and messaging rates may apply after allocated minutes or data usage under an applicable Service plan are exceeded.

k. **Use of Information.** AT&T and its suppliers may collect information from Users to establish accounts or subscriptions in the systems used to provide the Service. Information collected includes name, address, registered location of devices used with the Service, email and phone number. AT&T and its suppliers may also collect service-related information for the purpose of resolving service issues. Customer and Users agree that AT&T and its suppliers may access, store, and use information collected as part of providing the Service.

l. **Recordings/Retention Policy.** The Service includes recording feature that allow Users to record voice communications including point to-point and conferencing for storage and future playback. Retention of recorded content is subject to deletion under policies described in the Customer Agreement.

4. **TERMINATION:** Any license granted under the Terms of Use terminates upon the expiration or termination of the Customer Agreement with AT&T or the expiration or termination of any Pricing Schedule for the Service. If User fails to comply with the Terms of Use, AT&T may upon notice to Customer or User suspend or terminate access to the Service or licensed use of O@H Software. Upon the termination by AT&T, Users will cease use of the Service and will uninstall any O@H Software.

5. **DISCLAIMER OF AND LIMITATION OF DAMAGES.** The following paragraph limits AT&T’s liability to Users.

   EXCEPT TO THE EXTENT PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES WILL AT&T, ITS SUPPLIERS OR LICENSORS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, BE LIABLE TO AN USER OR ANY OTHER THIRD PARTY FOR ACCIDENTS, PROPERTY DAMAGE, PERSONAL INJURY, DEATH, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICE, O@H SOFTWARE, OR ANY PURCHASED EQUIPMENT, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE PRECEDING SENTENCE, AT&T’S AGGREGATE LIABILITY TO AN USER FOR ANY CLAIM (WHETHER UNDER CONTRACT, TORT, STATUTE OR OTHERWISE) WILL NOT EXCEED FIFTY DOLLARS ($50.00). THE LIMITATIONS STATED IN THIS PARAGRAPH APPLY EVEN IF THE MONETARY REMEDY STATED IN THE PRECEDING SENTENCE FAILS OF ITS ESSENTIAL PURPOSE. THIS SECTION SHALL SURVIVE
TERMINATION OF THE SERVICE OR ANY LICENSE GRANTED AS PART OF THE SERVICE.

6. ADDITIONAL TERMS

   a. **Modification.** AT&T may modify or amend the terms of the Terms of Use by posting a copy of the modified Terms of Use on its website or in the Service Guide for Office@Hand Service. Use of the Service following the posting of modified or amended Terms of Use is deemed Customer’s and Users’ agreement to the modification or amendment.

   b. **Survival.** Any provision of the Terms of Use, which by its express language or by context is intended to survive the termination of the Customer Agreement or the Terms of Use, will survive such termination and continue to apply as stated.

   c. **Third Party Beneficiaries.** Except as explicitly provided in the Terms of Use or in the Customer Agreement, nothing contained in the Terms of Use is intended to confer upon any person any rights, benefits or remedies of any kind or character.