

## Service Portal Terms and Conditions

### Acceptable Use.

Access to and use of password protected and/or secure areas of the Service Portal are restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Service Portal, or individuals/users attempting to access areas of the Service Portal that they do not have rights of access to, may be subject to prosecution. You agree that you will not use the Service Portal in furtherance of or with intent to commit any fraudulent or other illegal activities, or otherwise in violation of any applicable law, regulation, legal agreement or AudioCodes published policies, or in a manner that is abusive of AudioCodes programs or other information on the Service Portal. Your use of the Service Portal is acceptance of these terms and conditions.

### Member Account, Password and Security.

Where you have created an account in the Service Portal, you confirm that the account is associated to one individual or organization only and the information you have provided is truthful and accurate. Upon any changes (e.g., contact information, location and/or company/organization), you agree to update your account to maintain the accuracy thereof. You must keep your account password and information confidential and not share it with any other person. If you lose your password or become aware of access to your account other than by you, you agree to notify AudioCodes immediately. If you become aware of or should reasonably know about use of your password or account by any person other than you, and if you do not notify AudioCodes immediately of such use, you will be responsible for any and all liability incurred by AudioCodes or any other user of this Service Portal due to unauthorized use. If AudioCodes believes that your account has been compromised, AudioCodes may require you to update your password. In the event AudioCodes reasonably believes that your actions affect other users or third parties, AudioCodes may warn such other users or third parties, including law enforcement. AudioCodes may also investigate any perceived misuse of your account, refer matters to law enforcement, and/or take other legal action. AudioCodes reserves its rights to cancel, suspend or limit the use of your account, refuse to provide services, and/or place a hold on any transactions if AudioCodes determines that: (i) your company violated these terms and conditions and/or; (ii) your company violated terms and conditions of your agreements with AudioCodes and/or; (iii) your account is associated with an entity that breached AudioCodes Intellectual Property rights. AudioCodes further reserves its rights to suspend the use of your account during any investigation of your company by AudioCodes until its resolution.

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### Limitation of Liability.

Except to the extent prohibited by local law, in no event will AudioCodes, or its employees or officers be liable for direct, indirect, special, incidental, consequential or other damages (including lost profit, lost data, or downtime costs), arising out of the use, inability to use, or the results of use of the Service Portal, whether based on warranty, contract, tort or other legal theory, and whether or not advised of the possibility of such damages.

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