

# Plantronics Terms of Service

## ("Terms of Service")

Date of Last Revision: July 20, 2016

Thank you for using Plantronics products and services. The services Plantronics provides on and/or through this website ("**Website**") are subject to the following Terms of Service which form an agreement between you and Plantronics regarding each of our rights and obligations regarding the Website. By interacting with Plantronics, including accessing, viewing, uploading and downloading content, applications, and other features and functions made available to you on and/or through Plantronics' Website you are acknowledging that you have read and agree to be bound by these Terms of Service. Accordingly, please read these Terms of Service carefully. Plantronics also reserves the right to update these Terms of Service at any time without notice to you.

The Services (defined below) are provided by Plantronics, Inc. and/or its authorized affiliates (collectively, "**Plantronics**"). The Plantronics entities, the applicable countries in which they operate, their addresses, the governing law for these Terms of Services and the venue for resolutions of disputes are all set forth in Appendix A and are based on the corresponding geographic region of your (i) residence, if you are an individual, or (ii) of your principal place of business, if you are an entity. References to "us," "we," and "our" mean Plantronics. References to "you," and "your" mean the natural person accessing the Website or, if such individual is acting for or on behalf of an entity, "you" and "your" mean such entity.

These Terms of Service are written in English (US). To the extent any translated version of these Terms or Service conflict with the English version, the English version controls.

## Description of Services

Throughout this Website, Plantronics provides you with access to a variety of resources which may now or in the future include upload and download areas, communication forums and information, and certain subscription only services (collectively "**Services**"). The Services, including any updates, enhancements, new features, and/or the addition of any new web properties, are subject to these Terms of Service. Consequently, additional terms, conditions, product requirements, policies or procedures do or may in the future apply. Additional terms of service may be available with other offered Services, including subscription-based Services, (collectively, "[Supplemental Terms](#)") and those additional Supplemental Terms automatically amend these Terms of Service to the extent you continue to access or use the Services. As a limited exception, if you are accessing and using all or any portion of the Website under a trial or other similar exception, these Terms of Service authorize you to use and access the Website only during the term of such trial or exception.

## Privacy and Data Protection

See [Plantronics Privacy Policy](#) for disclosures relating to the collection, use and destruction of your information generally. Additional terms and conditions regarding the collection and use of your information and our security policies in connection with the protection, use and destruction of your data may apply for particular Services. Please review the [Supplemental Terms](#) applicable to the particular Services you access and use which are available on Plantronics' website.

## Software Available on this Website

Any software made available to download from the Website or necessary to access or use the Services ("**Software**") is the copyrighted work of Plantronics and/or its suppliers. Use of the Software is governed by the license terms, if any, which accompany or are included with the Software ("**End User License Agreement**" or

“EULA”). An end user will not be authorized to install any Software that is accompanied by or includes a EULA, unless first agreeing to the EULA terms. The Software is made available for download solely for use by end users according to the EULA. Any reproduction or redistribution of the Software not in accordance with the EULA is expressly prohibited.

Unless otherwise expressly stated in a EULA, any license in the Software is granted to you for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Plantronics, in the manner permitted by these Terms of Service. You may not copy, modify, distribute, sell, or lease any part of the Services or included Software, nor may you reverse engineer or attempt to extract the source code of that Software, unless laws prohibit those restrictions or you have our written permission.

Open source software is important to us. Some Software used in or in relation to the Services or related products may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of the provisions in these Terms of Service.

## Materials Posted on this Website

All materials, including software, help topics, white papers, datasheets, videos, and FAQs (collectively “**Materials**”) made available on this Website or as part of the Services are the copyrighted work of Plantronics or its suppliers. Your use of these Materials is governed by these Terms of Service and any applicable [Supplemental Terms](#). Plantronics reserves all other rights to the Materials not expressly granted under these Terms of Service. In your use of the Materials you may not:

- Remove, modify or tamper with any copyright notices;
- Distribute the Materials to third parties, including by posting the Materials on any networked computer for access by any other computer on the network, or broadcast the Materials in any media; or
- Make any modifications to the Materials.

Materials specified above do not include the design or layout of the Website or any other Plantronics-owned, operated, licensed, or controlled site. Elements of Plantronics Websites are protected by trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound, or image from any Plantronics website may be copied or retransmitted unless expressly permitted by Plantronics.

Plantronics may have patents, patent applications, trademarks, copyrights, or other intellectual property rights covering subject matter in the Materials. By providing the Materials to you, Plantronics does not give you any license to these patents, trademarks, copyrights, or other intellectual property, unless Plantronics does so expressly in writing.

Some Materials available on or through the Website are licensed to you through third party licenses to Plantronics. Plantronics does not grant you any additional rights (express or implied) in such third-party Materials.

## Unsolicited Input and Idea Submission Policy

Neither Plantronics nor any of its employees, agents or representatives accept or consider input regarding the Website, Services or unrelated unsolicited ideas, including materials and/or ideas for new advertising campaigns, promotions, products or technologies, processes, materials, marketing plans or product names (collectively, “**Submissions**”). Please do not send any artwork, samples, demos, or other unsolicited ideas to Plantronics or anyone at Plantronics. The sole purpose of this policy is to avoid potential misunderstandings or disputes when Plantronics’ products or marketing strategies might seem similar to ideas submitted to Plantronics. If, despite our request that you not send us your ideas or materials, you still send them, please understand that Plantronics makes no assurances that your ideas or materials will be treated as confidential or proprietary.

If you provide Submissions to Plantronics, you give Plantronics an irrevocable, perpetual, sub-licensable right to use, share, and commercialize your input in any way and for any purpose at no charge including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat your Submission; to publish your name in connection with your Submissions; and to sublicense such rights to any supplier of the Website or all or any portion of the Services. You also give third parties any patent rights in your input needed for their products, technologies, and services to use or interface with any specific parts of a Plantronics software or service at no charge. You will not give input that is subject to a license or other obligation that requires Plantronics to grant or pass through any rights or make any disclosures or payments to third parties. These rights survive these Terms of Service.

No compensation will be paid with respect to the use of any Submission. Plantronics is under no obligation to post or use any Submissions you may provide, and Plantronics may remove any Submission at any time in its sole discretion.

By posting a Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in these Terms of Service including, without limitation, all the rights necessary for you to provide, post, upload, input, or submit the Submission.

In addition to the warranty and representation set forth above, by posting a Submission that contain images, photographs, pictures, or content that is otherwise graphical in whole or in part (“**Images**”), you warrant and represent that (a) you are the copyright owner of such Images, or that the copyright owner of such Images has granted you permission to use the Images or any content contained in the Images consistent with the manner and purpose of your use and as otherwise permitted by these Terms of Service, (b) you have the rights necessary to grant the licenses and sublicenses described in these Terms of Service, and (c) each person depicted in such Images, if any, has provided consent to the use of the Images as set forth in these Terms of Service, including, by way of example and not as a limitation, the distribution, public display, and reproduction of such Images. By posting Images, you are granting Plantronics, its agents, representatives and suppliers permission to use such Image in connection with the use, as permitted by these Terms of Service; a non-exclusive, world-wide, royalty-free license to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat such Image without attribution. No compensation will be paid with respect to the use of any such Images.

## **Your Account, Password, and Security**

You may need a Plantronics Account in order to use some of the Services. You may create your own Plantronics Account, or your Plantronics Account may be assigned to you by an administrator, such as your employer or educational institution. If you are using a Plantronics Account assigned to you by an administrator, different or additional terms may apply and your administrator may be able to access or disable your account.

We require you to provide your real name and information. To do this, we ask that you to help register your account and maintain security. Accordingly, you commit to the following regarding your account:

- You will not provide any false personal information, or create an account for anyone other than yourself without permission.
- You will not create more than one personal account.
- If we disable your account, you will not create another one without our permission.
- You will keep your contact information accurate and up-to-date.
- You are entirely responsible for maintaining the confidentiality of your password and any other non-public account information.
- You will not share your username or password, let anyone else access your account, or do anything else that might jeopardize the security of your account.
- You may not use anyone else's account at any time without the permission of the account holder.
- You will not transfer your account to anyone without first getting our written permission.

- You are entirely responsible for any and all activities that occur under your account.
- You agree to notify Plantronics immediately of any unauthorized use of your account or any other breach of security.
- Plantronics will not be liable for any loss that may incur as a result of someone else using your user name, password, or account, either with or without your knowledge. However, you could be held liable for losses incurred by Plantronics or another party due to someone else using your user name, password, or account.

## Using the Services

You must follow all policies or procedures posted or associated with the Services.

Don't misuse the Services. For example:

- Don't interfere with the Services or try to access them using a method other than the interface and instructions we provide.
- You may use the Services only as permitted by these Terms of Service and applicable laws, including applicable export and re-export control laws and regulations.
- You may not use the Website or Services in any manner that could damage, disable, overburden, or impair any server, or any networks connected to any server, of Plantronics or its suppliers or that could interfere with any other party's use and enjoyment of the Website or Services.
- Don't upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property.
- Harvest or otherwise collect information about others, including usernames, passwords, and e-mail addresses.
- You may not attempt to gain unauthorized access to any unauthorized or prohibited portion of the Website, other accounts, computer systems, or networks connected to any server of Plantronics or its suppliers or to any of the Services through hacking, password mining, or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website.

Additionally, do not use the Services for any high risk purposes or for any purposes requiring fail-safe performance. For instance, the Services are not intended to, and should not, be used for any financial or stock transaction processing, management of hazardous facilities or applications for which failure could result in death, personal injury, or property or environmental damage (“**High Risk Activity**”). We and our licensors and suppliers expressly disclaim all warranties of fitness for any such use and you release and will hold us, our licensors and suppliers harmless from liability arising out of the use of the Website or Services for any High Risk Activity.

We may suspend or stop providing the Services to you if you do not comply with these Terms of Service or Service-specific terms, conditions and/or policies, if we are investigating suspected misconduct, or for any other reason we deem appropriate or for no reason whatsoever.

Using the Services does not give you ownership of any intellectual property rights in the Services or content you access on or through the Services. You may not use content available via the Services unless you have obtained permission from its owner, whether Plantronics or any third party, or are otherwise permitted by law. These Terms of Service do not grant you the right to use any branding or logos used in the Services. Don't remove, obscure, or alter any legal notices displayed in or along with the Website or Services.

Our Services may display content that is not owned by Plantronics. This content is the sole responsibility of the individual or entity that makes it available. We may review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content, so please don't assume that we do.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications at any time.

## Intellectual Property Rights

Plantronics or its suppliers retain all right, title, and interest in and to the Website and the Services, including all copyrights, patents, trade secrets, trademarks, and other intellectual property rights. Plantronics reserves all rights not expressly granted. These Terms of Service do not grant or imply any rights to any Plantronics or supplier trademarks, trade names, or logos.

Any rights not expressly granted herein are reserved.

## Copyright Protection

We respect other people's rights, and expect you to do the same. Accordingly, you agree that:

- You will not post content or take any action using the Services that infringes or violates someone else's rights or otherwise violates applicable law.
- We can remove, immediately and without notice, any content or information you post if we believe that it violates these Terms of Service or our policies.
- If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.
- If you repeatedly infringe other people's intellectual property rights, we reserve the right to suspend or disable your account as and when we deem appropriate, with or without prior notice.
- You will not use our copyrights or trademarks (including "Plantronics" or the Plantronics Logo), or any confusingly similar marks, except as expressly with our prior written permission.
- You will not post any identification documents or sensitive personal, health or financial information.
- You will not tag users or send email invitations to non-users without their consent.

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act ("DMCA").

We provide information to help copyright holders manage their intellectual property online. If you think somebody is violating your copyrights and want to notify us, please send us written communication that includes substantially the following (please consult your legal counsel or see Section 512(c)(3) of the DMCA to confirm these requirements:

1. your name, address, telephone number, and e-mail address;
2. a description of the copyrighted work or intellectual property that you claim has been infringed;
3. the exact URL or a description of each place where alleged infringing material is located on the website;
4. a statement by you that you have a good faith belief that the disputed use has not been authorized by you, your agent, or the law;
5. a statement by you made under penalty of perjury, that the information in your notice is accurate, that you are the copyright owner or authorized to act on the copyright owner's behalf; and
6. your electronic or physical signature or the electronic or physical signature of the person authorized to act on your behalf.

We designated the following agent (i.e., the proper party for notice) to whom you should address Proper Notices under the DMCA:

General Counsel  
Plantronics, Inc.  
345 Encinal Street  
Santa Cruz, CA 95060  
ATTN: General Counsel  
Email: trademarks@plantronics.com  
Fax: (831) 426-2965

Please also note that under Section 512(f) of the Copyright Act any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

Plantronics may give notice to its users of any infringement notice by means of a general notice on any of our websites, electronic mail to a user's email address in our records, or by written communication sent by first-class mail to a user's physical address in our records. If you receive such an infringement notice, you may provide counter-notification in writing to the designated agent listed above.

To be effective, a counter-notification must be a written communication that includes substantially the following:

1. Your name, address, telephone number, and e-mail address;
2. A description of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement by you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. A statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which you reside or have a principal place of business, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

Please understand that filing a counter notice may lead to legal proceedings between you and the complaining party to determine ownership, and if your claim is rejected, you may face severe legal and financial penalties.

## **Your Content in the Services**

Some of the Services allow you to submit content. You own all intellectual property rights that you hold in that content. However, upon termination of your account you will lose access to the Website and Services including, but not limited to, your account, username and password, messages, settings and other data. However, you may have limited access to retrieve your data for a limited period of time. Please review the data retention and retrieval terms specific to the Services you order. After a period of time, Plantronics will delete information and data stored in or as a part of your account(s).

You give Plantronics (and those we work with) a non-exclusive, transferable, sub-licensable, royalty-free, worldwide right and license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that your content works better with the Services), communicate, publish, publicly perform, publicly display and distribute and data, information or content uploaded to the Website. The rights you grant in this license are for the limited purpose of operating, promoting, and improving the Services, and to develop new ones.

This license continues even if you stop using the Services. Some Services may offer you ways to access and remove content that has been provided to that Service. Also, in some of the Services there may be terms or settings that allow you to narrow the scope of our use of the content submitted in those Services. Make sure you have the necessary rights to grant us this license for any content that you submit.

You can find more information about how Plantronics uses and stores content in the Supplemental Terms for the particular Services.

## **Modifying and Terminating the Services**

We are constantly changing and improving the Website and Services. We may add or remove functionalities or features, and we may suspend or stop access to or use of the Website or all or a part of the Services altogether.

You can stop using the Services at any time. Plantronics may also stop providing all or a part of the Services to you, or add or create new limits to the Services at any time.

## **Our Warranties and Disclaimers**

WE PROVIDE THE WEBSITE AND SERVICES “AS IS”. PLANTRONICS IS UNDER NO OBLIGATION TO PROVIDE TECHNICAL SUPPORT FOR THE SERVICES, AND PROVIDES NO ASSURANCE THAT ANY SPECIFIC ERRORS, DISCREPANCIES, BUGS OR OTHER OPERATION OF THE WEBSITE OR SERVICES INCONSISTENT WITH ANY DOCUMENTATION RELATING TO THE WEBSITE OR SERVICES WILL BE CORRECTED.

In addition, there are certain things that we don’t promise about the Website and Services.

WE TRY TO KEEP THE WEBSITE AND SERVICES UP, BUG-FREE, AND SAFE, BUT YOU USE EACH AT YOUR OWN RISK. OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OF SERVICE OR ADDITIONAL TERMS, NEITHER PLANTRONICS NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE WEBSITE OR SERVICES. FOR EXAMPLE, WE DON’T MAKE ANY COMMITMENTS ABOUT THE AVAILABILITY OF THE WEBSITE OR SERVICES, THAT THE WEBSITE OR SERVICES ARE SAFE, SECURE OR ERROR-FREE, THE WEBSITE OR SERVICES WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS, OR CONTENT ON THE WEBSITE OR WITHIN THE SERVICES OR THEIR RELIABILITY WILL MEET YOUR NEEDS.

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

PLANTRONICS IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

## **Liability for the Website and Services**

PLANTRONICS WILL NOT BE LIABLE FOR ANY REFUND THAT, IN ACCORDANCE WITH THE WEBSITE TERMS, IS TO BE PAID BY A RESELLER. TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THE WEBSITE TERMS AND THE PRODUCTS AND SERVICES PROVIDED UNDER THE WEBSITE TERMS WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, IS LIMITED TO THE AMOUNTS YOU HAVE PAID FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE FIRST EVENT

GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. THE FOREGOING LIMITATION OF LIABILITY WILL NOT APPLY TO: (1) YOUR OBLIGATION TO PAY FOR PRODUCTS, SERVICES OR TAXES; (2) A PARTY'S INDEMNIFICATION OBLIGATIONS; AND (3) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOST PROFITS (WHETHER DIRECT OR INDIRECT) OR LOSS OF USE OR DATA, COVER, SUBSTITUTE GOODS OR SERVICES, OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGE TO BUSINESS, REPUTATION OR GOODWILL), OR INDIRECT DAMAGES OF ANY TYPE HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE. THE FOREGOING EXCLUSIONS DO NOT APPLY TO: (1) PAYMENTS TO A THIRD PARTY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS; AND (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

AS PROVIDED BY LAW, NOTHING IN THE WEBSITE TERMS IS INTENDED TO LIMIT A PARTY'S LIABILITY IN TORT (SEPARATE AND DISTINCT FROM A CAUSE OF ACTION FOR BREACH OF THE WEBSITE TERMS) FOR THE PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

## **Business uses of the Website and Services**

If you are using the Website and Services on behalf of a business, that business accepts these Terms of Service. It will hold harmless and indemnify Plantronics and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the access and use of the Website and Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs, attorneys' fees and reasonable or customary costs of defense.

## **Disputes**

Although we hope you find these Terms of Service and our administration of them consistent and reasonable, we recognize that there may be times when disagreements or disputes regarding the Services and these Terms of Service may arise. In order to encourage the timely and efficient resolution of any disagreements, you agree to initially contact Plantronics' General Counsel at 345 Encinal Street, Santa Cruz, CA 95060 stating the nature of your dispute, the date the dispute arose and such other information necessary for Plantronics to evaluate your claim in order to attempt in good faith to reach an informal resolution.

If you disagree with our response or decision, you agree that except as excluded below, you will resolve your disagreement with us based on the country (i) from which you are accessing and/or using the Website, (ii) of your residence, or (iii) of your principal place of business, in the order of precedence listed. Accordingly, if a dispute cannot be amicably resolved and the applicable country is in the continent of Europe or Africa or the country of Brazil, the dispute will be exclusively settled by a competent court in the country set forth in Attachment A, in the venue identified.

Otherwise, if a dispute cannot be amicably resolved and the applicable country is not in the continent of Europe or Africa or the country of Brazil, the dispute will be resolved by binding arbitration under arbitration rules in effect in the jurisdiction in which the matter is heard. For clarity, if the country is in Asia, the jurisdiction in which disputes will be heard will be Singapore, if the country is in North or South America, the jurisdiction in which disputes will be heard will be San Jose, California, and if the country is Australia or New Zealand, the jurisdiction in which disputes will be heard will be Melbourne, Australia.

Procedures. The arbitration will be conducted by one arbitrator appointed in accordance with the laws and rules of Singapore, California or Australia, as applicable (“**Rules**”), regarding arbitrations and shall be conducted in, and all documents will be translated into, the English language. Any notice of arbitration, response or other communication given to or by a party to the arbitration shall be given and deemed received as provided in the Rules. The costs of the arbitration shall be determined and paid by the parties to the arbitration as provided in the Rules.

Conduct. The arbitrator must conduct the arbitration in accordance with Terms of Service, the Rules and the prevailing laws and regulations relating to arbitration in the country, if any (“**Arbitration Laws and Regulations**”). Where these Terms of Service, the Rules, or the Arbitration Laws and Regulations are silent or do not exist as to the conduct of the arbitration proceedings and/or the parties cannot agree on Rules and/or Arbitration Laws and Regulations, the arbitrator will decide how the proceedings will be conducted. All decisions of the arbitrator must state the reasons for his or her decision in writing, must make the decisions entirely on the basis of applicable laws, and shall be final, binding and incontestable and may be used as a basis for enforcement thereon in the country or elsewhere.

Legal Proceedings. Each of us agrees we will not institute any legal proceedings arising out of or in connection with these Terms of Service, except only as provided in this “Dispute” section and to enforce in any court having jurisdiction any award rendered by the arbitrator. In the event any legal proceedings are instituted in any court to enforce any arbitration award, the person or persons against whom enforcement of that arbitration award is sought shall pay all costs, including without limitation the costs of legal counsel and translation fees, of the person or persons seeking to enforce the arbitration award.

Interim Relief. Notwithstanding the foregoing, either of us may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of our proprietary rights.

In addition, if anyone brings a claim against us related to your actions, content or information in connection with the Website or Services, you agree to indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees, costs and customary defense costs) related to such claim. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter. We are not responsible for the conduct, whether online or offline, or any of our customers or users.

## About these Terms of Service

We may modify these terms or any additional terms that apply to a portion of the Website or Services to, for example, reflect changes to the law or changes to the Website or Services. You should look at these Terms of Service regularly.

Additionally, if we make changes to these Terms of Service or policies referenced in or incorporated by these Terms of Service, the Website, or the Services, we may provide notice by any means deems we deem reasonable practicable to inform you of the changes, including upon your input of your credentials to access the Website or any other local or regional Plantronics websites. Your continued access of the Website and use of the Services following changes to these Terms of Service will constitute your acceptance of the amended terms.

In general, changes to the Terms of Service will not apply retroactively and will become effective no sooner than seven days after they are posted. However, changes for legal or administrative reasons, to correct an inaccurate statement, or addressing new functions for all or a portion of the Services will be effective immediately. If you do not agree to the modified terms for all or a portion of the Services, you are free to discontinue your access to the Website and use of the Services or that portion of the Website and/or Services and should do so.

If there is a conflict between these Terms of Service and any additional or supplemental terms we publish, the additional or supplemental terms will control for that conflict.

If we determine in our sole discretion that you have or believe that you may violate the letter or spirit of these Terms of Service, or otherwise create risk or possible legal exposure for us, we can suspend or stop your access to the Website and/or Services and/or discontinue providing all or part of the Services to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your access to the Website and/or Services at any time. In all such cases, these Terms of Service shall terminate, but the provisions which by their nature are intended to survive or which explicitly state they will survive shall survive termination.

## **Other General Provisions**

These Terms of Service control the relationship between us. They do not create any third party beneficiary rights.

If you do not comply with these Terms or Service, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

These Terms of Service along with any Service-specific Supplemental Terms and other documents or policies explicitly referenced or incorporated make up the entire agreement between us, and supersede any prior agreements. Any amendment to or waiver of these Terms of Service must be made in a writing approved by us.

If it turns out that a particular provision(s) of these Terms of Service is not enforceable, this will not affect any other provisions and you agree that these Terms of Service will be automatically revised to reflect our intentions to the greatest extent possible.

You will not transfer any of your rights or obligations under these Terms of Service to anyone else without our consent. All of our rights and obligations under these Terms of Service are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

Nothing in these Terms of Service shall prevent us from complying with any applicable law.

We reserve all rights not expressly granted to you.

You will comply with all applicable laws when using or accessing the Website and/or Services.

Products and Services are provided in the English language unless agreed otherwise or required by law. You confirm that you have requested that the Website Terms and all related documents be drafted in English. Les parties confirment avoir expressément exigé que le présent contrat et les documents de Plantronics qui y sont attachés soient rédigés en anglais.

## APPENDIX A

### Plantronics Entities and Applicable Terms

<p>If the country is the United States of America (including its commonwealth, territories and protectorates), the Plantronics signing entity, its principal place of business, the Governing Law and venue for these Terms of Service are:</p> <p>Plantronics, Inc. 345 Encinal Street Santa Cruz, CA 95060</p> <p><u>Governing Law</u>: State laws of California <u>Venue</u>: San Jose, California</p>	<p>If the country is in the United Kingdom, the Plantronics signing entity, its principal place of business, the Governing Law and venue for these Terms of Service are:</p> <p>Plantronics Limited Interface Business Park Bincknoll Lane Royal Wootton Bassett Wiltshire SN4 8QQ United Kingdom ID Nr. 1773891 VAT Nr. 974855267</p> <p><u>Governing Law</u>: The laws of The Netherlands <u>Venue</u>: Amsterdam, The Netherlands</p>
<p>If the country is Brazil, the Plantronics signing entity, its principal place of business, the Governing Law and venue for these Terms of Service are:</p> <p>Brazil Plantronics Telecomunicacoes Ltda. Rua Iguatemi, 192- Room 184 Sao Paulo, State of Sao Paulo Brazil</p> <p><u>Governing Law</u>: State laws of Sao Paulo <u>Venue</u>: Sao Paulo</p>	<p>If the country is Japan, the Plantronics signing entity, its principal place of business, the Governing Law and venue for these Terms of Service are:</p> <p>Plantronics Japan Ltd. Daido Seimei Kasumigaseki Bldg. 8F 1-4-2, Kasumigaseki 1-chrome Chiyoda-ku, Tokyo Japan 100-0013</p> <p><u>Governing Law</u>: Japanese Law <u>Venue</u>: Tokyo</p>
<p>If the country is China (excluding Hong Kong), the Plantronics signing entity, its principal place of business, the Governing Law and venue for these Terms of Service are:</p> <p>Plantronics Trading (Suzhou) Co. Ltd. Unit C, No. 20 Bai He Street Suzhou Industrial Park, Suzhou Jiangsu, 215021 People's Republic of China</p> <p><u>Governing Law</u>: The laws of China <u>Venue</u>: Suzhou</p>	<p>If the country is Germany, the Plantronics signing entity, its principal place of business, the Governing Law and venue for these Terms of Service are:</p> <p>Plantronics Services GmbH KAP am Sudkai, Agrippinawerft 30, 50678 Koln Germany ID Nr. HRB 79299 VAT Nr. DE291925576</p> <p><u>Governing Law</u>: The laws of The Netherlands <u>Venue</u>: Amsterdam, The Netherlands</p>

For all other countries, the Plantronics signing entity, its principal place of business, and the Governing Law for these Terms of Service are:

Plantronics BV and its affiliated branches  
Southpoint, Building C  
Scorpius 140 2312 LR  
Hoofddorp, The Netherlands  
ID Nr. 33277402  
VAT Nr. 804502717 B 01

Governing Law and Venue: If the country is in the continent of Asia, the Governing Law will be the laws of Singapore and venue in which disputes will be heard will be Singapore, if the country is in the continents of North or South America, the Governing Law will be the laws of the State of California and venue in which disputes will be heard will be San Jose, California, if the country is in the continents of Europe or Africa, the Governing Law will be the laws of the Netherlands and venue in which disputes will be heard is Amsterdam, and if the country is in the continent of Australia or in Oceania (New Zealand), the Governing Law will be the laws of the State of Victoria and venue in which disputes will be heard will be Melbourne, Australia.