

## FreePBX.org Terms of Use

1. **Acceptance of Terms.** Sangoma provides a collection of online resources through FreePBX.org, including but not limited to blogs, articles, forums, and various email services (referred to hereafter as the “**Service**”) subject to the following Terms of Use (“**TOU**”). By using the Service in any way, you are agreeing to comply with the TOU. In addition, when using Services, you agree to abide by any applicable posted guidelines, which may change from time to time. Should you object to any term or condition of the TOU, any guidelines, or any subsequent modifications thereto or become dissatisfied with FreePBX.org in any way, your only recourse is to immediately discontinue use of FreePBX.org. The materials contained in this web site are protected by applicable copyright and trademark law. Please visit [www.sangoma.com/legal/](http://www.sangoma.com/legal/) for terms of service, EULAs, and policies related to our products and services.
2. **Modifications to this Agreement.** Sangoma may modify the Terms of Use at any time. Such modifications shall become effective immediately upon the posting thereof. You must review this agreement on a regular basis to keep yourself apprised of any changes. You can find the most recent version of the TOU at: <https://www.freepbx.org/>
3. **Content.** You understand that all postings, messages, text, files, images, photos, video, sounds, or other materials (“**Content**”) posted on, transmitted through, or linked from the Service, are the sole responsibility of the person from whom such Content originated. More specifically, you are entirely responsible for each individual item (“**Item**”) of Content that you post, email or otherwise make available via the Service. You understand that Sangoma does not control and is not responsible for Content made available through the Service, and that by using the Service, you may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. Furthermore, the FreePBX.org site and Content available through the Service may contain links to websites that are completely independent of Sangoma. Sangoma makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any such site. Your linking to any other websites is at your own risk and most links will be removed by moderators as to keep all content in FreePBX.org since the linked site may disappear at any time making the posting useless without the link. Any linking to products that compete with the FreePBX ecosystem products as promoted on FreePBX.org without prior approval will be removed and your account may be suspended. You agree that you must evaluate, and bear all risks associated with, the use of any Content, that you may not rely on said Content, and that under no circumstances will Sangoma be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise made available via the Service. You acknowledge that Sangoma does not pre-screen or approve Content, but that Sangoma shall have the right (but not the obligation) in its sole discretion to

refuse, delete or move any Content that is available via the Service, for violating the letter or spirit of the TOU or for any other reason.

4. **Third Party Content, Sites, and Services.** The FreePBX.org site and Content available through the Service may contain features and functionalities that may link you or provide you with access to third party content which is completely independent of Sangoma, including web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole. Your interactions with organizations and/or individuals found on or through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Sangoma shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this site, or between users and any third party, you understand and agree that Sangoma is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release Sangoma, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and / or our service. If you are a California resident, you waive California Civil Code Section 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.”

5. **Digital Millenium Copyright Act 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: Sangoma’s designated Copyright Agent to receive written Notices of Infringing Material and Counter-Notifications is: ATTN: Legal Department,

Sangoma US Inc., 301 N. Cattlemen Road, Suite 300, Sarasota, FL 34232, Email: [legal@sangoma.com](mailto:legal@sangoma.com).

**How to Report Copyright Infringement:** If you believe that material residing on or accessible through the Service infringes a copyright please send a written Notice of Copyright Infringement containing the following information to Sangoma's Designated 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 Services or disable access and to also terminate such offender's access to the Services.

**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.

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.

6. **Privacy and Information Disclosure**. Sangoma has established a Privacy Policy to explain to users how their information is collected and used, which is located at the following web address: <https://www.sangoma.com/legal/> Your use of the FreePBX.org website or the Service signifies acknowledgment and agreement to our Privacy Policy.

7. **Conduct**. You agree not to post, email, or otherwise make available Content:

1. That is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, or is harmful to minors in any way

2. That is pornographic or depicts a human being engaged in actual sexual conduct including but not limited to

2.1 Sexual intercourse, including genital-genital, oral-genital, anal-genital, or oral-anal, whether between persons of the same or opposite sex

2.2 Bestiality

2.3 Masturbation

2.4 Sadistic or masochistic abuse

2.5 Lascivious exhibition of the genitals or pubic area of any person

3. That harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability

4. That impersonates any person or entity, including, but not limited to, a Sangoma employee, or falsely states or otherwise misrepresents your affiliation with a person or entity (this provision does not apply to Content that constitutes lawful non-deceptive parody of public figures.)

5. That includes personal or identifying information about another person without that person's explicit consent

6. That is false, deceptive, misleading, deceitful, misinformative, or constitutes "bait and switch"

7. That infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, or Content that you do not have a right to make available under any law or under contractual or fiduciary relationships;

8. That constitutes or contains "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "pyramid schemes," or unsolicited commercial advertisement

9. That constitutes or contains any form of advertising or solicitation if: posted in areas of the FreePBX.org sites which are not designated for such purposes; or emailed to FreePBX.org users who have not indicated in writing that it is ok to contact them about other services, products or commercial interests.

10. That includes links to commercial services or web sites, except as otherwise allowed

11. That advertises any illegal service or the sale of any items the sale of which is prohibited or restricted by any applicable law

12. That contains software viruses, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment

13. That disrupts the normal flow of dialogue with an excessive amount of Content (flooding attack) to the Service, or that otherwise negatively affects other users' ability to use the Service

14. That employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Service. Additionally, you agree not to:

14.1 Contact anyone who has asked not to be contacted

14.2 "Stalk" or otherwise harass anyone

14.3 Collect personal data about other users for commercial or unlawful purposes

14.4 Use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Service – unless expressly permitted by Sangoma

14.5 Post non-local or otherwise irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure

14.6 Post the same item or service in more than one classified category or forum, or in more than one metropolitan area

14.7 Attempt to gain unauthorized access to Sangoma's computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service or the FreePBX.org website.

14.8 Use any form of automated device or computer program that enables the submission of postings on FreePBX.org without each posting being manually entered by the author thereof (an "automated posting device"), including without limitation, the use of any such

automated posting device to submit postings in bulk, or for automatic submission of postings at regular intervals.

8. **Posting Agents.** A “**Posting Agent**” is a third-party agent, service, or intermediary that offers to post Content to the Service on behalf of others. To moderate demands on FreePBX.org’s resources, you may not use a Posting Agent to post Content to the Service without express permission or license from Sangoma. Correspondingly, Posting Agents are not permitted to post Content on behalf of others, to cause Content to be so posted, or otherwise access the Service to facilitate posting Content on behalf of others, except with express permission or license from Sangoma.

9. **No Spam Policy.** You understand and agree that you must comply with the CAN-SPAM act and all other relevant anti-spam laws and regulations.

10. **Paid Postings.** We may charge a fee to post Content in some areas of the Service. The fee is an access fee permitting Content to be posted in a designated area. Each party posting Content to the Service is responsible for said Content and compliance with the TOU. All fees paid will be non-refundable in the event that Content is removed from the Service for violating the TOU.

11. **Limitations on Service.** You acknowledge that Sangoma may establish limits concerning use of the Service, including the maximum number of days that Content will be retained by the Service, the maximum number and size of postings, email messages, or other Content that may be transmitted or stored by the Service, and the frequency with which you may access the Service. You agree that Sangoma has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service. You acknowledge that Sangoma reserves the right at any time to modify or discontinue the Service (or any part thereof) with or without notice, and that Sangoma shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

12. **Access to the Service.** Sangoma grants you a limited, revocable, nonexclusive license to access the Service for your own personal use. This license does not include:

1. Access to the Service by Posting Agents
2. Any collection, aggregation, copying, duplication, display or derivative use of the Service nor any use of data mining, robots, spiders, or similar data gathering and extraction tools for any purpose unless expressly permitted by Sangoma. A limited exception is provided to general purpose internet search engines and non-commercial public archives that use such tools to gather information for the sole purpose of displaying hyperlinks to the Service, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file. “General purpose internet search engine” does not include a website or search engine or other service that specializes in classified listings or in any subset of classified listings such as jobs, housing, for sale, services, or personals, or which is in the business of providing classified ad listing services. Sangoma permits you to display on your website, or create

a hyperlink on your website to, individual postings on the Service so long as such use is for noncommercial and/or news reporting purposes only (e.g., for use in personal web blogs or personal online media). If the total number of such postings displayed or linked to on your website exceeds one hundred (100) postings, your use will be presumed to be in violation of the TOU, absent express permission granted by Sangoma to do so. You may also create a hyperlink to the home page of FreePBX.org sites so long as the link does not portray Sangoma, its employees, or its affiliates in a false, misleading, derogatory, or otherwise offensive matter. Sangoma offers various parts of the Service in RSS format so that users can embed individual feeds into a personal website or blog, or view postings through third party software news aggregators. Sangoma permits you to display, excerpt from, and link to the RSS feeds on your personal website or personal web blog, provided that:

- (a) Your use of the RSS feed is for personal, non-commercial purposes only
- (b) Each title is correctly linked back to the original post on the Service and redirects the user to the post when the user clicks on it
- (c) You provide, adjacent to the RSS feed, proper attribution to 'FreePBX.org' as the source
- (d) Your use or display does not suggest that Sangoma promotes or endorses any third party causes, ideas, web sites, products or services
- (e) You do not redistribute the RSS feed
- (f) Your use does not overburden Sangoma systems. Sangoma reserves all rights in the content of the RSS feeds and may terminate any RSS feed at any time. Use of the Service beyond the scope of authorized access granted to you by Sangoma immediately terminates said permission or license. In order to collect, aggregate, copy, duplicate, display or make derivative use of the Service or any Content made available via the Service for other purposes (including commercial purposes) not stated herein, you must first obtain a license from Sangoma.

13. **Termination of Service.** You agree that Sangoma, in its sole discretion, has the right (but not the obligation) to delete or deactivate your account, block your email or IP address, or otherwise terminate your access to or use of the Service (or any part thereof), immediately and without notice, and remove and discard any Content within the Service, for any reason, including, without limitation, if Sangoma believes that you have acted inconsistently with the letter or spirit of the TOU. Further, you agree that Sangoma shall not be liable to you or any third-party for any termination of your access to the Service. Further, you agree not to attempt to use the Service after said termination.

14. **Proprietary Rights.** The Service is protected to the maximum extent permitted by copyright laws and international treaties. Content displayed on or through the Service is protected by copyright as a collective work and/or compilation, pursuant to copyrights laws, and

international conventions. Any reproduction, modification, creation of derivative works from or redistribution of the site or the collective work, and/or copying or reproducing the sites or any portion thereof to any other server or location for further reproduction or redistribution is prohibited without the express written consent of Sangoma. You further agree not to reproduce, duplicate or copy Content from the Service without the express written consent of Sangoma and agree to abide by any and all copyright notices displayed on the Service. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Service. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Service. FreePBX is a registered trademark of Sangoma's. Although Sangoma does not claim ownership of content that its users post, by posting Content to any public area of the Service, you automatically grant, and you represent and warrant that you have the right to grant, to Sangoma an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute said Content and to prepare derivative works of, or incorporate into other works, said Content, and to grant and authorize sublicenses (through multiple tiers) of the foregoing. Furthermore, by posting Content to any public area of the Service, you automatically grant Sangoma all rights necessary to prohibit any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the Content on the Service by any party for any purpose.

15. **Disclaimer of Warranties**. You agree that use of the FreePBX.org site and the service is entirely at your own risk. The FreePBX.org site and the service are provided on an "as is" or "as available" basis, without any warranties of any kind. All express and implied warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights are expressly disclaimed to the fullest extent permitted by law. To the fullest extent permitted by law, FreePBX.org disclaims any warranties for the security, reliability, timeliness, accuracy, and performance of the FreePBX.org site and the service. To the fullest extent permitted by law, FreePBX.org disclaims any warranties for other services or goods received through or advertised on the FreePBX.org site or the sites or service or accessed through any links on the FreePBX.org site. To the fullest extent permitted by law, Sangoma disclaims any warranties for viruses or other harmful components in connection with the FreePBX.org site or the service. Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers may not apply to you insofar as they relate to implied warranties. The materials appearing on Sangoma's FreePBX.org web site could include technical, typographical, or photographic errors. Sangoma does not warrant that any of the materials on its web site are accurate, complete, or current. Sangoma may make changes to the materials contained on its web site at any time without notice. Sangoma does not, however, make any commitment to update the materials.

15. **Website Privacy Policy**. Please view [www.sangoma.com/legal](http://www.sangoma.com/legal) for our privacy policy.

16. **Limitations of Liability**. Under no circumstances shall Sangoma be liable for direct, indirect, incidental, special, consequential or exemplary damages (even if Sangoma has been

advised of the possibility of such damages), resulting from any aspect of your use of the FreePBX.org site or the service, whether the damages arise from use or misuse of the FreePBX.org site or the service, from inability to use the FreePBX.org site or the service, or the interruption, suspension, modification, alteration, or termination of the FreePBX.org site or the service. Such limitation shall also apply with respect to damages incurred by reason of other services or products received through or advertised in connection with the FreePBX.org site or the service or any links on the FreePBX.org site, as well as by reason of any information or advice received through or advertised in connection with the FreePBX.org site or the service or any links on the FreePBX.org site. These limitations shall apply to the fullest extent permitted by law.

17. **Indemnity.** You agree to indemnify and hold Sangoma, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, harmless from any claim or demand, including reasonable attorney fees and court costs, made by any third party due to or arising out of Content you submit, post or make available through the Service, your use of the Service, your violation of the TOU, your breach of any of the representations and warranties herein, or your violation of any rights of another.

18. **General Information.** These TOU constitute the entire agreement between you and Sangoma and governs your use of the Service, superseding any prior agreements between you and Sangoma. The TOU and the relationship between you and Sangoma shall be governed by and construed under the laws of the State of Florida, United States and all disputes arising out of or related to this TOU shall be submitted to the exclusive jurisdiction of the courts located in the Twelfth Judicial Circuit in and for Sarasota County, Florida, or the United States District Court for the Middle District of Florida, Tampa Division. Both parties irrevocably consent to such personal jurisdiction and this section shall be construed without giving effect to any conflict of law/choice of law provision or rule. Sangoma's failure to exercise or enforce any right or provision of the TOU shall not constitute a waiver of that right or provision. If any provision of the TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOU must be filed within one (1) year after the claim or cause of action arose or be forever barred.

19. **Violation of Terms and Liquidated Damages.** Please report any violations of the TOU, by flagging the posting(s) for review, or by emailing to: [abuse@FreePBX.org](mailto:abuse@FreePBX.org). Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. You understand and agree that, because damages are often difficult to quantify, if it becomes necessary for Sangoma to pursue legal action to enforce the TOU, you will be liable to pay Sangoma the following amounts as liquidated damages, which you accept as reasonable estimates of Sangoma's damages for the specified breaches of the TOU:

1. If you post a message that

- a. Impersonates any person or entity
- b. Falsely states or otherwise misrepresents your affiliation with a person or entity
- c. That includes personal or identifying information about another person without that person's explicit consent, you agree to pay Sangoma one thousand dollars (\$1,000) for each such message. This provision does not apply to messages that are lawful non-deceptive parodies of public figures.

2. If Sangoma establishes limits on the frequency with which you may access the Service, or terminates your access to or use of the Service, you agree to pay Sangoma one hundred dollars (\$100) for each message posted in excess of such limits or for each day on which you access FreePBX.org in excess of such limits, whichever is higher.

3. If you send unsolicited email advertisements to FreePBX.org or Sangoma email addresses or through Sangoma computer systems, you agree to pay Sangoma twenty-five dollars (\$25) for each such email.

4. If you post Content in violation of the TOU, other than as described above, you agree to pay FreePBX.org one hundred dollars (\$100) for each Item of Content posted. In its sole discretion, Sangoma may elect to issue a warning before assessing damages.

5. If you are a Posting Agent that uses the Service in violation of the TOU, in addition to any liquidated damages under this section you agree to also pay Sangoma one hundred dollars (\$100) for each and every Item of Content posted in violation of the TOU. A Posting Agent will also be deemed an agent of the party engaging the Posting Agent to access the Service (the "**Principal**"), and the Principal (by engaging the Posting Agent in violation of the TOU) agrees to pay Sangoma an additional one hundred dollars (\$100) for each Item of Content posted by the Posting Agent on behalf of the principal in violation of the TOU.

6. If you aggregate, display, copy, duplicate, reproduce, or otherwise exploit for any purpose any Content (except for your own Content) in violation of the TOU without Sangoma's express written permission, you agree to pay Sangoma three thousand dollars (\$3,000) for each day on which you engage in such conduct. Otherwise, you agree to pay Sangoma's actual damages, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of the TOU, Sangoma retains the right to seek the remedy of specific performance of any term contained in the TOU, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in the TOU, or any combination thereof.

20. **Feedback.** We welcome your questions and comments on this document by email to [legal@sangoma.com](mailto:legal@sangoma.com).