

Updated January 6, 2021

## RingCentral –Referral Program - Terms and Conditions (US & CA)

This RingCentral Referral Program (the "**Program**") is sponsored and administered by RingCentral, Inc. ("**RingCentral**"), located at 20 Davis Drive, Belmont, CA 94002. The Program is governed by these official rules ("**Official Rules**") and described on the website located at <https://refer.ringcentral.com/USCA/register/>, or its successor site as designated by RingCentral ("**Referral Site**"). By participating in the Program, each Referrer (as defined below) accepts and agrees to comply with these Official Rules, as determined by the sole discretion of RingCentral or its agents, is final in all respects. RingCentral reserves the right in its sole and absolute discretion to suspend, terminate, cancel, or modify the Program at any time by amending these Official Rules and publishing them on its website.

### 1. **Definitions:**

- a. "**Referee**" means the company, individual, or individual representing a company, referred to RingCentral by the Referrer that (i) becomes a RingCentral Referee by submitting an initial service order for the purchase of a Qualifying Service; and (ii) remains a Referee of RingCentral in good standing and is current in payment at the elapse of the Qualifying Period (as defined below).
- b. "**Referrer**" means an individual or company that: (i) is identified in the W-9 tax form (or W-9BEN Form for Canadian Referrers) submitted to RingCentral hereunder; (ii) registers and activates Referrer's RingCentral Referral Account (as defined below); and (iii) submits a valid Entry.
- c. "**Invalid Referrer**" means the following persons and entities are ineligible to participate in this Program: (1) Employees, officers, directors, resellers, agents, affiliates (as such term is defined under Rule 405 of the Securities Act of 1933) and representatives of RingCentral and other participating partners, including their affiliated companies, parents, subsidiaries and advertising and promotion agencies, (collectively, "**RingCentral Entities**"); (2) The immediate family members and members of the same household as any RingCentral Entity; (3) Any organization that has entered into an agreement with RingCentral for the promotion of RingCentral's products and services to members, franchisees, or other participants in their organization;
- d. "**Referral**" means the validly registered and complete information of a company or individual, provided by Referrer, through the RingCentral Referral Account, that is a prospective new RingCentral Referee.
- e. "**RingCentral Referral Account**" means the account registered and activated by Referrer by providing Referrer's personal contact information at <https://refer.ringcentral.com/USCA/register/>.
- f. "**Qualifying Period**" means a period of 60 days from the date that Referee's initial service order for the purchase of a Qualifying Service is submitted to RingCentral.
- g. "**Qualifying Service**" means any service that has been purchased by Referee and is currently offered by RingCentral upon the elapse of the Qualifying Period. Registration and activation of trial or promotional free accounts for RingCentral Contact Center, RingCentral Fax®, RingCentral Professional® or RingCentral Office®, or other applicable services (in RingCentral's sole discretion) do not constitute a Qualifying Service under the Program

2. **Eligibility:** To enter the Program, Referrer must: (1) be a citizen or permanent resident of the United States or Canada; (2) be physically located and actively domiciled in the United States or Canada; (3) twenty-one (21) years of age or older; (4) register and activate Referrer's RingCentral Referral Account; and (5) not be considered an Invalid Referrer, as determined by RingCentral's sole discretion.

3. **Referral Entry Submissions:** Each valid Referral submission shall be considered an "Entry" (collectively, "Entries"), subject to the Invalid Referral exceptions set forth below in section 4(c). To submit a valid Referral, Referrer may use Referrer's RingCentral Referral Account to submit the Referral's contact information by: (1) submitting Referral directly to RingCentral, and a RingCentral sales representative will contact the Referral directly; (2) sending a direct email to the Referral with Referrer's personal referral link; (3) share a social media post with Referrer's personal referral link on: (i) Facebook, (ii) Twitter, or (iii) LinkedIn; or (4) Referrer may share Referrer's personal URL directly to a Referral.

a. **Entry Conditions:** All Entries will become the sole and exclusive property of RingCentral and will not be returned to Referrer for any reason. Only one (1) Referral may be submitted per Entry, however, there are no restrictions on how many Entries an Referrer may submit, for the duration of the Program. Referrer acknowledges and agrees that we may inform any Referral that we received their contact information from the applicable Referrer.

b. **Controlling RingCentral Referral Account:** In the event of a dispute regarding who submitted a particular Entry, the Entry will be deemed submitted by the authorized and registered account holder of the email address associated with the RingCentral Referral Account which submitted the Entry.

c. **Invalid Referrals:** The following shall not be considered a valid Referral under the Program and will result in the immediate forfeiture of the Entry, regardless of whether Referrer is notified of the Referral's status ("**Invalid Referrals**"):

- i. Existing Referees (an entity that is currently or was previously a Referee at any time within 12 months proceeding the Entry),
- ii. any Referral previously submitted by any participating individuals or entities under this Program, that has not expired;
- iii. any lead, referral, or other disclosure of contact information regarding a prospective new Referee, that has been submitted or provided by any party to any RingCentral program, promotion, or activity that is involved in the solicitation or like-kind leads or referrals for prospective new RingCentral Referees;
- iv. any Entry submitted by an Invalid Referrer; and
- v. any Entry submission generated by a script, macro or other automated means.

4. **Awards:** Referrer shall receive an \$100 Visa® Gift Card for every Entry which converts to a valid Referee ("**Award**" or "**Awards**") through Referrer's RingCentral Referral Account. Additionally, Referrer will not be entitled to an Award if the Referral is converted to a valid Referee and: (1) doesn't use Entrant's unique referral link; (2) provides a different e-mail address, RingCentral Referral Account, referral, or Referrer name to a live sales agent from the one indicated in the Entry; or (3) the Referrer fails to claim the Award 60 days following the date that an Entry converts to a valid Referee. There is no limit to the number of Awards that an Referrer may be awarded under this Program. RingCentral will provide Referrer with the Award within 45 days from the expiration of the applicable Qualifying Period. The Award is non-transferable. The Award is subject to the issuers Terms and Conditions. In order to claim Award, Referrer may be required to complete an affidavit or declaration of eligibility, liability and publicity release, and W-9 tax form (or equivalent for eligible foreign countries).. REFERRER IS SOLELY

RESPONSIBLE FOR ALL FEDERAL, STATE, FOREIGN, AND LOCAL TAXES ASSOCIATED WITH THE AWARD AND PAYMENT THEREOF.

5. **Conditions, Representations, and Warranties of Referrer:** By entering the Program, Referrer represents and warrants that: (1) Referee is a business, or representative of a business in a decision making role, and Referrer is not providing a Referral for individuals or consumers; (2) Referrer is providing Referrals for US and Canada only businesses or business representatives; (3) Referrer has all of the necessary rights, given all necessary notices, and received express written consent from the Referee to disclose the Referee's name and business contact information to RingCentral for this Program; that the Referral disclosed to RingCentral is over the age of 18; (iv) RingCentral is authorized to use, analyze, modify and publish Referrer's name and any other information provided by you in RingCentral's sole discretion, including without limitation publication in its marketing and promotional materials or website; and (v) RingCentral is authorized to contact Referrer regarding RingCentral offerings, products, and services (collectively, "**Entry Warranties**").

a. Entry Warranties Indemnifications: Referrer hereby agree to indemnify and hold harmless RingCentral and all RingCentral affiliated entities from any and all losses, liabilities, claims, damages, and expenses (including, without limitation, collection fees, court costs, and reasonable attorneys' fees) in the event that you breach any of the Entry Warranties, including providing any personal information in an Referral for entities or individuals that are not citizens or permanent residents of the United States or Canada, and are not be physically located and actively domiciled in the United States or Canada. .

6. **Conduct; Compliance:**

a. Disqualifiers: RingCentral reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process, or suspects of fraud, abuse, or breach of the terms and conditions set forth under this Program ("**Disqualifier**"). RingCentral reserves the right to seek damages for any Disqualifier attempted by an Referrer to the fullest extent permitted by law, including without limitation all attorney's fees.

b. CANSPAM Act Compliance. RingCentral complies with the federal CANSPAM Act and honors requests of consumers and customers who choose to opt out of receiving RingCentral marketing emails. Accordingly, if you designate a referral email address that has previously opted out of receiving RingCentral marketing emails, you will be advised that the email address is not eligible to be sent a RingCentral Referral Program email.

c. FTC 16 CFR Part 255 Compliance. Ring Central complies with the Federal Trade Commission's 16 CFR Part 255 "Guides Concerning the Use of Endorsements and Testimonials in Advertising". Accordingly, if you make any post on any social network (such as Facebook, Twitter, Instagram, Pinterest, or LinkedIn) as a part of this Program, you must include, and not delete, any disclosure that the Program website automatically creates for the post you are making. In the event that no such disclosure is automatically generated for your social network, you must, at a minimum include either "This is a paid endorsement" or "#paidad" in any social network posts you make as a part of this program. You are responsible for ensuring that your posts on any social network comply with the terms of use of the site, and any other applicable laws, statutes, and regulations

b. Entry Receipt Conditions: RingCentral is not responsible for: (i) lost, late, delayed, damaged, unintelligible, illegible, misdirected, incomplete or garbled Entries; (ii) your inability to enter your submission through the internet; (iii) entry information not captured correctly; (iv) any issues associated with hardware, software, telephone, Internet, virus contamination, network, human error, electronic malfunctions, or any other technical problems; or (v) delay, failure or malfunction for any reason. Incomplete or corrupted Entries are void and will not be accepted. Proof of entry is not automatically proof of receipt.

c. RINGCENTRAL DISCLAIMS ALL GUARANTEES AND/OR WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

7. **Taxes.** The value of the Award will be treated as ordinary income to Award recipient for income tax purposes, and an IRS Form 1099, or equivalent for eligible foreign countries, for the relevant year will be sent to the Award recipients if legally required. Additionally, Referrer is solely responsible for any and all incidental expenses and all other costs and expenses Referrer incurs in relation to or arising out of participation in the Program.

8. **ASSUMPTION OF RISK, INDEMNIFICATION, LIMITATION OF LIABILITY.** IN NO EVENT SHALL RINGCENTRAL OR ITS AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER ARISING UNDER CONTRACT, WARRANTY, OR TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY. RINGCENTRAL'S TOTAL LIABILITY FOR ANY AND ALL DAMAGES, REGARDLESS OF THE FORM OF THE ACTION, SHALL BE LIMITED AND CAPPED IN ITS ENTIRETY AT US \$100.

9. **General:**

a. Governing Law and Venue: This Program and Official Rules shall be governed by the laws of California without giving effect to its rules on conflicts of laws. The parties consent to the exclusive jurisdiction of the state and federal courts of San Mateo or San Francisco, California.

b. Severability: If any provision of this Program or Official Rules is deemed to violate any law, rule or regulation, it shall be amended to conform to such law, rule or regulation and all other provisions shall remain in full force and effect.

c. Intellectual Property: The use of certain products and services as Awards does not imply participation in, or approval of, this Program by their respective companies. This Program is sponsored and administered exclusively by RingCentral and is in no way sponsored, endorsed, administered by or associated with Visa®, Facebook, LinkedIn, Twitter, any other company.

d. Privacy Policy. Personal information submitted for this Program will be subject to RingCentral's Privacy Policy, as amended from time to time, and posted at <http://www.ringcentral.com/legal/privacy-policy.html>. Referrer hereby authorizes RingCentral to provide any personal information, including but not limited to Referrer's name and address, about Referrer to third-parties to the extent necessary to issue Referrer's accrued Award, pursuant to the terms of this Program.