



## 8x8 Use Policy

2025-02

**1. SCOPE OF RESPONSIBILITY.** As used in this Use Policy, “**you**” or “**Customer**” refers to the entity that has a contract with 8x8 or its authorized reseller (an “**Agreement**”) to which this Use Policy applies. You are solely responsible and liable for all access to or use of the 8x8 Platform and all Equipment transported by or on behalf of yourself and the Users (all of the foregoing, “**Customer Use**”), and for Users’ compliance with this Use Policy (with their breach attributable to you). You are also solely responsible and liable for understanding and complying with the following as applicable to Customer Use: (a) Laws (for example, relating to use of communications services, importing technologies, or data privacy); (b) network or carrier requirements; or (c) industry frameworks (e.g. the Mobile Marketing Association Guidelines relating to texting) (collectively, “**Requirements**”). Examples of Requirements include Laws relating to: (i) importing or exporting products, technologies, data, or other materials; (ii) marketing, solicitation, business practices, telecommunications, or electronic communications; (iii) the privacy or security of personal data; and (iv) wiretapping, surveilling, monitoring, or recording communications or other activities which Laws might prohibit or restrict use. Please note, the 8x8 Solutions can be accessed from almost anywhere in the world, and while 8x8 does not prohibit Customer Use outside of the Primary Market it makes no promises, representations, or warranties as to whether that use complies with foreign Requirements (you are solely responsible for such compliance, regardless of whether an 8x8 Party consents to it). Finally, you will not rely on any 8x8 Party’s statements as legal advice of any sort.

**2. COMMITMENTS.** You agree, represent, and warrant:

**a.** Customer Use will comply with all applicable Requirements and 8x8 Documentation and only be for your or your Affiliate’s internal business use.

**b.** You will not sell or resell, license or sublicense, lease or sublease, rent, time-share, or otherwise make the 8x8 Solutions available to anyone other than your Affiliates.

**c.** You have obtained all consents, licenses, rights, authorizations, and/or permits, and provided all disclosures and notifications, required in connection with Customer Use.

**d.** For all telemarketing or other outbound activities, you will enforce a “do not call” list.

**e.** All Customer Use (other than via an 8x8 desktop or mobile application) will be via Equipment then-listed at [www.8x8.com/CommunicationsSolutions/Equipment](http://www.8x8.com/CommunicationsSolutions/Equipment) or

pre-approved by 8x8 in writing for such use. Regardless of any approval, 8x8 will not be liable for or obligated to support Customer Use with unsupported Equipment. You will only order Equipment for use with the 8x8 Solutions and are responsible for ensuring Equipment works and is configured to meet 8x8’s technical requirements. You will be deemed the importer of Equipment for all purposes.

**f.** Neither the Customer Parties nor Users have received or been offered bribes, kickbacks, or illegal or improper things of value from any 8x8 Party in connection with the Agreement.

**g.** Customer Use will not involve or facilitate any: (i) harmful, fraudulent, criminal, unlawful, defamatory, harassing, misleading, threatening, or tortious conduct; (ii) transmission of inaccurate caller ID information with the intent to defraud, cause harm, or wrongfully obtain anything of value; (iii) transmission, storage, or distribution of any materials containing any virus, time bomb, Trojan horse, worm, malware, spyware, adware, cancel bot, or similar programs, files, or code; (iv) misappropriation of 8x8’s or a third party’s property, or infringement of 8x8’s or a third party’s property, intellectual property, privacy, or other rights; (v) accessing or use of 8x8 Solutions in or from a US-embargoed country; or (vi) conduct that could reasonably cause the 8x8 Providers to violate any Law.

**h.** Neither the Customer Parties nor Users will be on any US government-denied party list.

**i.** For any features or functionalities of the 8x8 Platform that are designated as unlimited, Customer Use must comply with reasonable business use thresholds (“**Fair Use**”) specified in the 8x8 Documentation (e.g. SMS/MMS monthly allowances on the Usage page). If unspecified, Fair Use means up to three times the average monthly use of that specific feature or functionality by all 8x8 Customers.

**j.** You will: (i) ensure all account, User, and registration information is accurate, legally obtained, and complete; (ii) promptly update it as needed to ensure its accuracy; and (iii) promptly verify it on 8x8’s request.

**k.** You will ensure all aspects of any applicable network environments comply with the 8x8 Documentation and are configured appropriately for Customer Use.

**l.** You will (i) use reasonable and appropriate safeguards to prevent unauthorized access to or use of the 8x8 Platform, related accounts, and devices used to access them, and (ii)

promptly give 8x8 notice of any such unauthorized access or use and cooperate with 8x8 to address or prevent it.

**m.** Customer Parties and Users will (i) promptly install all upgrades, patches, and other corrections the 8x8 Providers make available, and (ii) do nothing that could reasonably compromise the integrity or security of the 8x8 Providers' or their customers' services, platforms, or networks.

**n.** Neither the Customer Parties nor Users will (i) use, inspect, possess, copy, reverse engineer, or attempt to discover the source code of any component of the 8x8 Platform or any source code used to create any such component unless expressly permitted by Law; (ii) exploit the 8x8 Solutions' undocumented features; (iii) attempt to scan the 8x8 Providers' or their customers' networks, environments, or systems for penetration or security assessment purposes, or gain unauthorized access to any such network, environment, or system; (iv) trunk or forward any extensions or numbers associated with the 8x8 Solutions to a private branch exchange or key system, or to other numbers that can process multiple calls simultaneously; or (v) access or use any 8x8 Solutions to build a competitive product, for benchmarking or competitive purposes, or to monitor their availability, performance, or functionality.

**o.** You will: (i) ensure each UCaaS 8x8 SaaS Services extension (which your Agreement also may refer to as Ordered SaaS Services), other than Services designated for multiparty

use, is only accessed and used by the User then-assigned to it; (ii) only let Users sufficiently under your control access or use the 8x8 Solutions; and (iii) train and oversee Users to ensure they comply with this Use Policy. You understand 8x8 provides a single login for each UCaaS 8x8 SaaS Services extension (other than conference extensions) and each login and extension is solely for a single User's use.

**p.** SMS and MMS messaging must utilize HTTPS protocol and all use must comply with any rules and restrictions imposed, directly or indirectly, by carriers including campaign registration (where applicable). You assume sole responsibility for submitting campaign registration applications (e.g. in North America, with the third-party Campaign Registry (see [https://support.8x8.com/business-phone/voice/work-sms/SMS\\_Campaign\\_Registration\\_and\\_Impact](https://support.8x8.com/business-phone/voice/work-sms/SMS_Campaign_Registration_and_Impact))), for the content and costs of such submissions, and for compliance with SMS campaign registration requirements and related obligations (please see 8x8's Documentation relating to SMS for guidance as to those requirements and obligations).

**q.** The CPaaS Services are not designed and do not support calls or SMS to 911/999/112 or any other emergency, public safety or similar services.

**r.** 8x8 may provide you with speciality releases (e.g. beta, API, SDK) of 8x8 Solutions. Customer Use of these releases (when appropriately marked) must comply with the applicable terms and conditions on the Legal Information Hub.