

SKYPE.COM - BUSINESS END USER LICENSE AGREEMENT (US)

20.1 Skype Number and Skype To Go

20.1.1 Availability of Skype Number and Skype To Go number: If You are eligible for, and have subscribed for a Skype Number or a Skype To Go number, it will be made available for You to use as soon as reasonably possible after You have completed the payment. In certain countries, the number may be made available to You by Skype's partner instead of Skype, and You may need to enter into a separate agreement with such partner. You acknowledge and understand that the availability and distribution of the number does not constitute any transfer of any property or other rights with respect to the numbers.

20.1.2 Termination of numbers: Skype is entitled to refuse to make available, change or terminate any number made available to You at any time for any reason, including but not limited to:

- (i) if You or Your Administrators or Business Users don't comply with this Agreement or any of the applicable Additional Terms;
- (ii) if You or Your Administrators or Business Users don't comply with any instructions given by Skype and/or its partners in relation to the Skype Products; and/or
- (iii) if the number is withdrawn, terminated or changed by any of Skype's partners for any reason.

20.1.3 Changes to numbers: In the event that Skype changes the Skype Number or Skype To Go number that has been made available to You, Skype will send a notification by email, stating the effective date of the change and Your new number. If You do not wish to accept this new number, You are entitled to terminate Your number, by contacting Skype Customer Support via Your Skype Manager, with effect from the date on which the new number will be allocated to You.

20.1.4 Your co-operation: You agree that You will (and You shall ensure that Your Administrators and Business Users will):

- (i) comply with any reasonable instructions given by Skype or Skype's partners with regard to the use of the numbers and the Skype Products including but not limited to compliance with any terms of service of Skype's partners;
- (ii) provide accurate and complete information with regard to Your and Your Business Users' place of residence and use of the number(s), and such other information as may reasonably be required from time to time by Skype.

20.2 Skype WiFi Skype WiFi is provided by one of Skype's wifi partners. The use of Skype WiFi by Your Business Users is subject to the third party terms and conditions of the applicable partner.

20.3 Subscriptions

20.3.1 You may purchase, allocate and pay for a Subscription via Your Skype Manager. A Subscription is a Recurring Product and therefore Your purchase of a Subscription will result in recurring charges being applied at monthly, quarterly or annual intervals (as defined by You at the time of purchase of the Subscription) until the Subscription is terminated by You or by Skype.

20.3.2 Subscriptions are for individual use only. A Subscription may only be purchased for use with a Business Account where the Business Account is allocated to a specific Business User for Individual Use, and such Business User is prohibited from sharing the Subscription with any other User. Use of a Subscription for Shared Use with a Business Product is prohibited. You shall ensure that Your Business Users comply with these restrictions at all times. If You purchase a Subscription and allocate it to a Consumer Account or a Business Account in accordance with this paragraph 20.3.2, You are not able to withdraw a Subscription once allocated to a Skype Account.

20.3.3 Fair Usage. Most Subscriptions are subject to Skype's fair usage policy at http://www.skype.com/en/legal/fair_usage/. Calls to phones and Skype To Go calls are included in a Subscription, subject to the fair usage policy. Skype reserves the right to change the fair usage policy at any time. Changes shall become effective when published on the Skype Website. Your continued use of Your subscription after publication of the revised version shall constitute Your acceptance to be bound by the terms and conditions of the revised fair usage policy.

20.3.4 Changes to Subscriptions. Skype reserves the right to withdraw or change the Subscriptions at any time. If Skype changes the Skype Products included in a Subscription, Skype will send a notification by email, stating the changes and their effective date. If You do not wish to accept these changes, You are entitled to terminate the Subscription by contacting Skype Customer Support via Your Skype Manager, with effect from the date on which the changes are due to take effect.

20.3.5 Cancellation of Subscriptions. You may cancel a Subscription at any time. Once You have cancelled a Subscription, the User to whom that Subscription was allocated may continue to use that Subscription until the end of the current billing period, at which point the Subscription will be terminated.

20.3.6 In the event that there is, or Skype suspects that there is, any fraudulent activity or misuse of a Subscription by You and/or Your Business Users, Skype reserves the right to terminate the Subscription with immediate effect and without a refund.

20.4 SMS

20.4.1 This Skype Product is available to all Business Users. A Business User is charged per SMS

for all SMS text messages sent from Skype to SMS-enabled numbers worldwide – see <http://www.skype.com/en/features/sms> for full details of the functionality and destinations available.

20.4.2. SMS is not available through certain applications.

20.4.3 You shall ensure that Your Business Users shall not send any unsolicited SMS and/or SMS containing commercial material or material over which they do not have rights of dissemination.

20.4.4 Each SMS message has a limit of 160 characters. If a Business User types a longer message it will be broken down into several SMS messages and You will be charged accordingly for each message sent. If the Business User types a character that is not supported by the GSM character set, the format of the SMS may be converted to Unicode, which is subject to a 70 character limit per message.

20.4.5 Business Users can send SMS messages to more than one person at a time (subject to any restrictions on the overall number of concurrent messages that may be imposed by Skype or its partners from time to time). However, please note that You will be charged for each SMS sent. You shall ensure that Your Business Users shall not send any unsolicited SMS and/or SMS containing commercial material or material over which they do not have rights of dissemination.

20.4.6 If Skype cannot (for whatever reason) send an SMS, its status will be shown as “pending”. Skype will continue to try and send the message for up to 24 hours and if we cannot properly send the message within this timeframe then the SMS charge will be refunded automatically.

20.5 Calls to premium rate numbers

20.5.1 Premium rate numbers. Calls can be made to premium rate numbers in order to get access to third party content. Such content can consist of information services, helpline services, entertainment, competition or other types of content made available by third parties to Your Business Users.

20.5.2.Limited availability. Calls may only be made to certain premium rate numbers and Skype may enable or disable premium rate numbers at any time at its sole discretion.

20.5.3 Responsibility for unauthorized use. You are solely responsible and liable for all activities conducted through Your Business Accounts, including any calls to premium rate numbers, even if such activities were to occur without Your permission.

20.5.4 Subscriptions not applicable. Please note that calls to premium rate numbers are Ratable Products only and are not included in any Subscriptions even when calls to phones are covered by such Subscriptions.

20.5.5 No responsibility for the content. All content delivered to You through premium rate numbers is provided by third parties unrelated to Skype. You acknowledge that Skype does not control, monitor or have knowledge of any part of such content which is entirely the responsibility

of the third party service provider from whom it originates. That means it is possible that You could be exposed to content that is offensive, harmful to minors, indecent or otherwise objectionable.

20.5.6 Support. If You encounter any problems upon calling premium rate numbers, please contact Skype Customer Support via Your Skype Manager.

20.6 Voicemail Limits of usage. Skype may from time to time introduce, remove or amend limitations to the use of the Voicemail Skype Product including, without limitation, message storage time, number of messages and message length.

20.8 Group Video Calling

20.8.1 Group Video Calling Recurring Product. Group Video Calling is a Recurring Product that enables You or Your Users to make group video calls from Skype Accounts (“Group Video Calling”). You may purchase, allocate and pay for Group Video Calling via Your Skype Manager

20.8.2 Individual Use. Group Video Calling is for Individual Use only. Group Video Calling may may only be purchased for use with a Business Account where the Business Account is allocated to a specific Business User for Individual Use and such Business User is prohibited from sharing Group Video Calling with any other User. Use of Group Video Calling for Shared Use with a Business Product is prohibited. You shall ensure that Your Business Users comply with these restrictions at all times. If You purchase a Group Video Calling Product and allocate it to a Consumer Account or a Business Account in accordance with this paragraph 20.8.2, You are not able to withdraw it from that Skype Account.

20.8.3 Fair Usage Policy. Group Video Calling is subject to a fair usage policy, described at <http://www.skype.com/en/legal/gvc-fair-usage> . Skype reserves the right to change the fair usage policy at any time. Changes shall become effective when published on the Skype Website. Your continued use of Group Video Calling after publication on the Skype Website shall constitute Your acceptance to be bound by the terms and conditions of the revised fair usage policy.

20.8.5 Number of Participants. You may choose monthly, quarterly or annually recurring terms for Group Video Calling. The number of permitted participants on a group video call varies from 3 to a maximum of 10, subject to the system requirements of Your Business User’s PC or device. You can find more details at www.skype.com/en/features/group-video-chat.

20.8.6 Audio Conversion. If Group Video Calling terminates during a group video call, or it has exceeded the fair usage limit, or the owner of the Group Video Calling Product leaves the call (and there is no other participant on the call who owns a Group Video Calling Product), then the call will convert from video to audio.

20.8.7 Skype Software Versions. Not all versions of the Skype Software are able to support Group Video Calling. You may need to upgrade to a version of Skype Software that is able to support Group Video Calling before You or Your Business Users can use Group Video Calling

and/or before You or Your Business Users can participate in a group video call. If a participant of a group video call is not on a version of Skype Software that supports Group Video Calls, then the call will be an audio call only for that participant. For details of the system requirements for Group Video Calling, please see <http://www.skype.com/go/skypepremium.requirements>.

20.9 Skype Video Messaging (“Video Messaging”)

20.9.1 If you are not a Skype Premium subscriber, the number of Video Messages you can send are limited and will be subject to an expiry date.

20.9.2 Fair Use Policy: This FUP is designed to prevent fraud and abuse of Video Messaging. Video Messaging is for personal, individual and non-commercial use only, and to be in accordance with these Terms at all times (“Legitimate Use”). Skype reserves the right to take any unlawful, prohibited, abnormal or unusual activity into account in making its determination as to whether your activity does not constitute Legitimate Use. Skype may in its option, terminate its relationship with you, or suspend your account immediately if it determines you are using Video Messaging contrary to this FUP or these Terms.

