

**Sorenson Communications, LLC**  
**END USER LICENSE AGREEMENT**  
**Terms, Conditions & Acceptable Use Policies**

Governing Language. The English language version of this agreement shall be controlling in all respects, notwithstanding any translation of this agreement made for any purpose whatsoever. If any translation of this agreement conflicts with the English version or contains terms in addition to or different from the English version, the English version shall prevail.

**Effective Date: November 29, 2022**

These Terms and Conditions ("Terms and Conditions") form a legal agreement between SORENSON COMMUNICATIONS, LLC. and you, the individual ("you" and "your") concerning your access to and use of the various services offered through the Websites and the Platforms (as defined below). Use of any of the Websites or Platforms constitutes your acceptance of these Terms and Conditions and our Privacy Policy and applicable Privacy Notice, which can be accessed at <https://www.sorenson.com/interpreting-services/legal/>

Sorenson Communications, LLC on its own behalf and on behalf of its affiliates and/or wholly owned subsidiaries including but not limited to CaptionCall, LLC and Sign Language Interactions Ltd (collectively referred to as "Sorenson", "we", "us", or "our"), Sorenson makes certain video remote interpreting ("VRI"), captioning, and communication access real-time translation (CART) services available to you (collectively, the "Services"). Sorenson owns and operates various publicly available websites, including without limitation, [www.sorenson.com](http://www.sorenson.com), [www.captioncall.com](http://www.captioncall.com), and [www.signlanguageinteractions.com](http://www.signlanguageinteractions.com); (collectively, "Websites") and various web-based, add-in, connector, mobile, or other software applications, including without limitation applications you download from the Microsoft Office Store or acquire from within the settings of a Microsoft Office product, or applications such as Google Meet, Webex, or Zoom (collectively, "Platforms").

**BY USING THE WEBSITES AND/OR THE PLATFORMS, YOU EXPRESSLY AGREE TO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU SHOULD IMMEDIATELY CEASE ALL USE OF AND ACCESS TO ALL OF THE WEBSITES AND PLATFORMS. PLEASE PRINT A COPY OF THESE TERMS AND CONDITIONS FOR YOUR RECORDS.**

**Modifications to these Terms and Conditions**

Sorenson may in its sole discretion, without prior notice to you, revise these Terms and Conditions at any time. Should these Terms and Conditions change materially, Sorenson will update the Effective Date noted above and post a notice regarding the updated Terms and Conditions on the Websites. The amended Terms and Conditions will also appear when the Platforms are accessed by you and you will need to acknowledge your agreement to the amended Terms and Conditions prior to being able to continue to use the Platforms. If you do not agree to the terms of the amended Terms and Conditions, your sole and exclusive remedy is to discontinue your use of the Websites and Platforms and you will be deemed to have terminated these Terms and Conditions. Amended Terms and Conditions will be effective as of the Effective Date unless otherwise stated. By accessing or using the Websites and the Platforms after such changes are posted you agree and consent to all such changes.

**Access to the Platforms**

You may access and use the Platforms via remote access connectivity. Sorenson grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to use the Platforms in accordance with these Terms and Conditions. In order to use the Platforms, you may be asked to register an account and create login information, including without limitation, username and passwords. You must safeguard your login information that you use to access the Platforms and you must not disclose this information to anyone. You must immediately notify Sorenson of any unauthorized use of your user account or of any other breach of security that you become aware of involving and relating to the Platforms by email to [privacy@sorenson.com](mailto:privacy@sorenson.com).

**Your Representations and Warranties**

By using or registering on the Platforms, you represent and warrant the following: (i) you are at least eighteen (18) years of age, (ii) you are accessing the Websites and Platforms for yourself or a child under the age of eighteen for whom you are the legal guardian, (iii) you have the legal ability and authority to enter into these Terms and Conditions with Sorenson, (iii) the information you have provided to Sorenson in any registration is accurate and complete, (iv) you will comply with any and all laws applicable to your use of the Websites and Platforms, (v) you will not interfere with a third party's use and enjoyment of the Websites and Platforms, (vi) you will not interfere with or disrupt Sorenson's or its vendors' security measures, (vii) if any information you provide to Sorenson becomes inaccurate, incomplete or otherwise false or misleading, you will immediately notify Sorenson, (viii)

**Termination**

If you violate these Terms and Conditions, your ability to use the Websites and/or Platforms will be terminated. Sorenson may, in its sole discretion, terminate your access to the Websites and/or Platforms, or any portion thereof, for any reason whatsoever without

prior notice. These actions are in addition to any other right or remedy Sorenson may have available at law. Further, Sorenson shall not be liable to you or any third party for any such termination or discontinuance. You may terminate these Terms and Conditions by ceasing to access and use the Websites and Platforms. Upon any termination of these Terms and Conditions you must immediately cease use of the Websites and Platforms. To the extent permitted by applicable law, the disclaimers, limitations on liability, termination and your warranties and indemnities shall survive any termination of these Terms and Conditions.

## **User Obligations**

No Unlawful or Wrongful Use. You agree:

- to comply with all applicable laws with respect to the Websites and Platforms and Services;
- not to engage or participate in communications or conduct of an abusive, pornographic, lewd, obscene, harassing, fraudulent, or unlawful nature while using the Websites and Platforms;
- not to record, forward, post on the Internet, or transmit the voice, image, and/or likeness of any Sorenson employee in any way for any purpose, or to store, retrieve, use, or facilitate the use of, the voice, image, and/or likeness of the Sorenson employee in any way other than as necessary to permit the provision of Services;
- not to use the Services in a way that interferes with Sorenson's ability to provide VRI or point-to-point communications capability to you or other users and not to use the Platforms in a way that impinges on any other user or his or her enjoyment or use of the Services;
- not to use the Hardware, Software, Sorenson's VRS, or any of Sorenson's systems or servers to infringe on any intellectual property rights, or other proprietary rights, including, but not limited to, trademark, copyright, patent, and trade-secret rights;
- not to violate or breach in any way the security of Sorenson's website, Sorenson's networks, or any computer or device owned by Sorenson.

Without limiting the foregoing, the following types of computer intrusions are prohibited: disseminating or planting viruses; causing a denial of service attack which interferes with access by authorized users; retrieving personal or proprietary information without authorization; or causing the transmission of any other program, information, code, or command that may damage the integrity or availability of data, a program, a system, or information. Any such intrusions may result in criminal or civil liability. Sorenson has the right to (1) discontinue or suspend, without advance notice, your use of the Hardware or Software or VRS for any reason or no reason, including if it becomes aware that you have breached the Agreement; (2) investigate a potential violation of any provision of the Agreement; (3) disclose to the full extent permitted by law any suspected use of the Websites and Platforms that Sorenson believes is unlawful or injurious to the rights, property, or safety of Sorenson, its employees, users, and/or members of the public; and (4) seek reimbursement and damages in the event of a violation of this Agreement.

## **Privacy Matters**

You understand and hereby acknowledge that your use of the Platforms and Services may require your image and/or voice to be transmitted over the Internet. You further understand that due to the nature of the Internet and/or wireless communications, any privacy right, copyright, or other right or interest in your voice, image, or likeness may be lost with respect to any specific transmission as a result of such transmission. You authorize and specifically grant permission to Sorenson and any applicable third-party service providers to transmit your voice, likeness, and/or image over the Internet solely for the purpose of providing Services and point-to-point calls as needed, and you further release and agree to hold Sorenson harmless from any and all responsibility for any such loss of rights and/or interests resulting from transmission of your voice, likeness, and/or image over the Internet. The foregoing shall not be construed as consent to the use of your voice, likeness, or image for purposes other than delivery of Services.

## **Intellectual Property Rights and Content**

Sorenson is the sole and exclusive owner of the Websites and Platforms, including any and all copyright, patent, trademark, trade secret and other ownership and intellectual property rights, in and to the Websites and Platforms and any related materials and documentation. No title or ownership of the Websites and Platforms or any portion thereof is transferred to you hereunder. Sorenson reserves all rights not expressly granted hereunder. You agree not to change or delete any copyright or proprietary notice related to materials downloaded from the Websites and/or Platforms.

## **External links**

The Websites and Platforms may contain links to third-party websites. Linked sites are not under the control of Sorenson, and Sorenson is not responsible for the content of any linked site. Links are provided as a convenience only, and a link does not imply that Sorenson endorses, sponsors, or is affiliated with the linked site. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such sites; these Terms do not apply to other websites. Sorenson disclaims any and all liability for any information, including but without limitation, any medical and health treatment information set forth on linked sites.

## **No Endorsements**

Reference to any product, recording, event, process, publication, service, or offering of any third party by name, trade name, trademark, service mark, company name or otherwise does not constitute or imply the endorsement or recommendation of such by Sorenson. Any views expressed by third parties on the Websites and Platforms are solely the views of such third party and Sorenson assumes no responsibility for the accuracy or veracity of any statement made by such third party.

### **Indemnification and Limitation of Liability**

You agree to defend, indemnify and hold Sorenson, its officers, directors, employees, shareholders, affiliates, third-party contractors, agents, licensors and suppliers (each a Sorenson Party and collectively Sorenson Parties), harmless from and against any claims, actions or demands, losses, liabilities, damages, costs, expenses and settlements (including without limitation reasonable attorney and accounting fees), resulting from or alleged to result from, directly or indirectly, your (a) violation of these Terms and Conditions; (b) access to or use of the Platform and Websites; and (c) provision of other disclosure to Sorenson of any other information or data and the use of same by Sorenson or other Sorenson Party as contemplated hereunder.

IN NO EVENT SHALL SORENSON BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM ANY LOSS OF USE, LOSS OF PROFITS, LITIGATION, OR ANY OTHER PECUNIARY LOSS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE WEBSITES OR PLATFORMS OR THE PROVISION OF OR FAILURE TO MAKE AVAILABLE ANY SUCH PRODUCTS, GOODS, OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Sorenson shall not be liable for any failure to perform its obligations hereunder where the failure results from any cause beyond Sorenson's reasonable control, including, without limitation, mechanical, electronic, or communications failure or degradation.

The terms of these Terms and Conditions that limit liability reflect an informed voluntary allocation of risk; such allocation represents a material part of these Terms and Conditions. You agree that the limitations of liabilities set out in these Terms and Conditions are fair and reasonable in the circumstances.

### **Disclaimer**

The Websites and Platforms are provided on an "as is" and "as available" basis and without warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, Sorenson disclaims all representations, warranties, and conditions, express or implied, including, but not limited to, implied condition or warranties of merchantability and fitness for a particular purpose. Sorenson does not warrant that the Websites and Platforms will be uninterrupted or error-free, that defects will be corrected or that the Websites and Platforms or the server that makes it available are free of viruses or other harmful components.

Sorenson makes no guarantees and disclaims any implied warranty or representation about its accuracy, relevance, timeliness, completeness, or appropriateness of any content posted on the Website and Platforms for a particular purpose. Sorenson Heath assumes no liability arising from or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Websites and/or Platforms.

Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

### **Children**

The Websites and Platforms are not intended for children under the age of 13. If you are under 13 years of age, please do not use or access the Websites or Platforms at any time or in any manner. By using the Websites or Platforms, you affirm that you are over the age of 13. Sorenson does not seek through the Websites or Platforms to gather personal information from or about persons under the age of 13 without the consent of a parent or guardian.

### **Dispute Resolution and Governing Law**

This Section provides for resolution of Disputes through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury or through a class action. You may continue to have certain rights to obtain relief in small claims court or from a federal or state regulatory agency.

#### **Binding Arbitration**

You and we agree to resolve all disputes through individual binding arbitration or in small claims court, instead of courts of general jurisdiction. The arbitration will be conducted by one arbitrator using the procedures described by this Section. The arbitration will take place in Salt Lake City, Utah, or if you elect, in your County of residence.

The arbitration shall be administered by JAMS pursuant to the Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules. If no disputed claim or counterclaim exceeds \$250,000, not including interest or attorneys' fees, the arbitration shall be administered under the JAMS Streamlined Arbitration Rules and Procedures as modified by this Agreement. Judgment on the Award may be entered in any court having jurisdiction. Notwithstanding any JAMS rule to the

contrary or any other provision in arbitration rules chosen by agreement, we each agree that all issues regarding the Dispute are delegated to the arbitrator to decide, including any disagreements regarding the scope and enforceability of this agreement to arbitrate. In conducting the arbitration and making any award, the arbitrator shall be bound by and strictly enforce the terms of this Agreement and may not limit, expand, or otherwise modify its terms.

You and Sorenson agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Further, unless both you and Sorenson agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any 13 form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If any portion of this paragraph is found to be unenforceable, then the entirety of this Section 9 shall be null and void. The arbitration process established by this Section 9 is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16. You and Sorenson each agree that the FAA's provisions—and not state law—govern all questions of whether a Dispute is subject to arbitration. To the extent this Agreement conflicts with the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness (the "Minimum Standards"), the Minimum Standards in that regard will apply. However, nothing in this paragraph will require or allow you or Sorenson to arbitrate on a class-wide, representative, or consolidated basis.

#### Arbitration and Filing Procedures

Before you take a dispute to arbitration, you must first write to us at Sorenson Communications, LLC, c/o Legal Dept., 4192 South Riverboat Road, Suite 100, Salt Lake City, Utah 84123, U.S.A., and give us an opportunity to resolve the dispute. Similarly, before Sorenson takes a dispute to arbitration, Sorenson will first attempt to resolve it by contacting you. If the dispute cannot be satisfactorily resolved within sixty days from the date you or Sorenson is notified by the other of a dispute, then either party may commence an arbitration before JAMS. Information about the JAMS, the arbitration process, JAMS's arbitration rules and procedures, and JAMS's fees is available from JAMS on the Internet at [www.jamsadr.com](http://www.jamsadr.com). Any claim or Dispute subject to arbitration under this Agreement must be brought within two (2) years after the date the basis for the claim or dispute first arises. Unless applicable substantive law provides otherwise, each party will pay its own expenses to participate in the arbitration, including attorneys' fees, and expenses for witnesses, document production and presentation of evidence. Unless prohibited by law, the party prevailing before the arbitrator shall be entitled to recover the JAMS's fees and the expenses of the arbitrator from the other party. Governing Law. This Agreement will be governed by the law of the State of Utah, without regard to its choice of law rules, except that the arbitration provisions of this Agreement will be governed by the Federal Arbitration Act. This governing law provision applies no matter where you reside, or where you use the Hardware or Software.

#### **Waiver**

No delay or omission by Sorenson to exercise any right or power it has under these Terms and Conditions or to object to the failure of any covenant of you to be performed in a timely and complete manner, shall impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. Any waivers by Sorenson must be in writing and signed by an authorized representative of Sorenson.

#### **Entire Agreement**

These Terms and Conditions constitute the entire agreement between you and Sorenson as it relates to the access to, and use of, the Platform and Websites and the subject matter of these Terms and Conditions and supersede all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral between Sorenson and you.

#### **Electronic Documents**

This electronic document, and all other electronic documents referred to or incorporated herein, will be: (a) deemed for all purposes to be a "writing" or "in writing", and to comply with all statutory, contractual, and other legal requirements for a writing; and (b) legally enforceable as a signed agreement. A printed version of these Terms and Conditions and any notice given in electronic form shall be admissible in judicial proceedings or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

#### **Assignment**

These Terms and Conditions are personal to you, and are not assignable, transferable, or sublicensable by you except with Sorenson's prior written consent. Sorenson may assign, transfer, or delegate any of its rights and obligations hereunder without your consent.

#### **Language**

English shall be the language of these Terms and the parties waive any right to use and rely upon any other language or

translations\*. Il est la volonté expresse des parties que les présentes Conditions d'utilisation et tous les documents qui s'y rapportent soient rédigés en langue anglaise, exception faite des documents pour lesquels la loi exige l'usage exclusif du français.\*

### **Contact / Notices**

Notices from you to Sorenson must be addressed as follows:

Legal Dept., Sorenson Communications, LLC  
4192 South Riverboat Road, Suite 100  
Salt Lake City, Utah 84123, U.S.A.

Sorenson's notice to you, to the extent applicable, may be made by postcard, letter, relay service call, email, or software Update. You agree to notify us in writing promptly in the event you change your address, including but not limited to your email address. Sorenson may provide notices or communications to you on the Websites and/or Platforms and you agree that such notices shall constitute notice to you whether or not you actually access the notice.

[legal@sorenson.com](mailto:legal@sorenson.com)